

IMPORTANT NOTICE

THE ATTACHED BASE PROSPECTUS MAY ONLY BE DISTRIBUTED TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")) AND ARE OUTSIDE OF THE UNITED STATES.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the base prospectus attached to this electronic transmission and you are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached base prospectus (the "**Base Prospectus**"). In accessing the attached Base Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from First Abu Dhabi Bank PJSC (the "**Bank**") as a result of such access.

Restrictions: NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. ANY SECURITIES TO BE ISSUED HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

THE ATTACHED BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEALERS (AS DEFINED BELOW) AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. DISTRIBUTION OR REPRODUCTION OF THE ATTACHED BASE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE SECURITIES LAWS OF OTHER JURISDICTIONS.

UNDER NO CIRCUMSTANCES SHALL THE ATTACHED BASE PROSPECTUS CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

THE ATTACHED BASE PROSPECTUS IS NOT BEING DISTRIBUTED TO, AND MUST NOT BE PASSED ON TO, THE GENERAL PUBLIC IN THE UNITED KINGDOM. RATHER, THE COMMUNICATION OF THE ATTACHED BASE PROSPECTUS AS A FINANCIAL PROMOTION IS ONLY BEING MADE TO THOSE PERSONS FALLING WITHIN ARTICLE 12, ARTICLE 19(5) OR ARTICLE 49 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, OR TO OTHER PERSONS TO WHOM THE ATTACHED BASE PROSPECTUS MAY OTHERWISE BE DISTRIBUTED WITHOUT CONTRAVENTION OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, OR ANY PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE. THIS COMMUNICATION IS BEING DIRECTED ONLY AT PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS COMMUNICATION RELATES WILL BE ENGAGED IN ONLY WITH SUCH PERSONS. NO OTHER PERSON SHOULD RELY ON IT.

Confirmation of Your Representation: By accessing the attached Base Prospectus you confirm to the Dealers (as defined in the attached Base Prospectus) and the Bank that: (i) you understand and agree to the terms set out herein; (ii) you are not a U.S. person (within the meaning of Regulation S), or acting for the account or benefit of any U.S. person, and that you are not in the United States, its territories and possessions; (iii) you consent to delivery of the attached Base Prospectus by electronic transmission; (iv) you will not transmit the attached Base Prospectus (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the prior written consent of the Dealers; and (v) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation or other economic considerations with respect to your decision to subscribe or purchase any of the Notes.

You are reminded that the attached Base Prospectus has been delivered to you on the basis that you are a person into whose possession the attached Base Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the attached Base Prospectus, electronically or otherwise, to any other person and in particular to any U.S. person or to any U.S. address. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

If you received the attached Base Prospectus by e-mail, you should not reply by e-mail to this announcement. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. If you receive the attached Base Prospectus by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or a solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Dealers or such affiliate on behalf of the Bank in such jurisdiction.

Under no circumstances shall the attached Base Prospectus constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of the attached document who intend to subscribe for or purchase the Notes are reminded that any subscription or purchase may only be made on the basis of the information contained in the attached Base Prospectus.

None of the Dealers nor any of their respective directors, affiliates, advisers, agents, nor the Agents (as defined in the agency agreement relating to the programme described in the attached Base Prospectus (the "**Programme**")) accepts any responsibility whatsoever for the contents of the Base Prospectus or for any statement made therein in connection with the Bank or the Programme. The Dealers and their respective directors, affiliates, advisers, agents and the Agents accordingly each disclaim all and any liability whether arising in tort, contract or otherwise which they might otherwise have in respect of such document or any such statement. No representation or warranty, express or implied, is made by any of the Dealers or their respective directors, affiliates, advisers or agents or the Agents as to the accuracy, completeness, verification or sufficiency of the information set out in this document and neither the Dealers nor any of their respective directors, affiliates, advisers or agents accepts any responsibility for any acts or omissions of the Bank or any other person (other than the relevant Dealer) in connection with the Base Prospectus or the issue and offering of Notes under the Programme.

The attached Base Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Dealers, the Bank nor any person who controls or is a director, officer, employee or agent of the Dealers, the Bank nor any affiliate of any such person accepts

any liability or responsibility whatsoever in respect of any difference between the attached Base Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Dealers.

The distribution of the attached Base Prospectus in certain jurisdictions may be restricted by law. Persons into whose possession the attached document comes are required by the Dealers and the Bank to inform themselves about, and to observe, any such restrictions.

BASE PROSPECTUS



FIRST ABU DHABI BANK PJSC

(incorporated with limited liability in the Emirate of Abu Dhabi, the United Arab Emirates)

U.S.\$15,000,000,000

Euro Medium Term Note Programme

Under this U.S.\$15,000,000,000 Euro Medium Term Note Programme (the "**Programme**"), First Abu Dhabi Bank PJSC ("**FAB**" and the "**Bank**") may, subject to compliance with all relevant laws, regulations and directives, from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Bank and the relevant Dealer(s) (as defined below).

Notes may be issued in bearer or registered form (respectively, "**Bearer Notes**" and "**Registered Notes**"). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.\$15,000,000,000 (or its equivalent in other currencies calculated as provided in the Dealer Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the dealers specified under "*Overview of the Programme*" and any additional dealer(s) appointed under the Programme from time to time by the Bank (each a "**Dealer**" and together, the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "**relevant Dealer(s)**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of the principal risk factors that may affect the ability of the Bank to fulfil its obligations under the Notes, see "*Risk Factors*".

This Base Prospectus has been approved as a base prospectus by the Financial Conduct Authority (the "**FCA**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the FCA should not be considered as an endorsement of the Bank or of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to the FCA under Part VI of the Financial Services and Markets Act 2000 (the "**FSMA**") for Notes issued under the Programme (other than Exempt Notes (as defined below)) during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's regulated market (the "**Regulated Market**").

References in this Base Prospectus to Notes being "**listed**" (and all related references) shall mean that such Notes have been admitted to trading on the Regulated Market and have been admitted to the Official List. The Regulated Market is a regulated market for the purpose of Directive 2014/65/EU (as amended) on markets in financial instruments.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "EEA"). For these purposes, references to the EEA includes the United Kingdom. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Whether or not each credit rating applied for in relation to relevant Tranches of Notes will be issued by a credit rating agency established in the European Union or the United Kingdom and registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") will be disclosed in the relevant Final Terms or (in the case of Exempt Notes) the relevant Pricing Supplement, as the case may be.

The Bank has been assigned ratings of AA- with a stable outlook by Fitch Ratings Ltd. ("**Fitch**"), Aa3 by Moody's Investors Service Ltd. ("**Moody's**") with a stable outlook and AA- by S&P Global Ratings Europe Limited ("**S&P**") with a negative outlook. The Emirate of Abu Dhabi has been assigned ratings of AA by Fitch, Aa2 by Moody's Investors Service Singapore Pte. Ltd. ("**Moody's Singapore**") and AA by S&P, each with a stable outlook. The United Arab Emirates has been assigned a credit rating of Aa2 with a stable outlook by Moody's Singapore.

Moody's Singapore is not established in the European Union or the United Kingdom and has not applied for registration under the CRA Regulation. The rating has been endorsed by Moody's in accordance with the CRA Regulation. Fitch and Moody's are established in the United Kingdom and S&P is established in the European Union. Each of Fitch, Moody's and S&P are registered under the CRA Regulation.

The rating of certain Tranches (as defined herein) of Notes to be issued under the Programme and the credit rating agency issuing such rating may be specified in the relevant Final Terms (or, in the case of Exempt Notes, the relevant Pricing Supplement (as defined below)). A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading on a regulated market for the purposes of Directive 2014/65/EU (as amended) on markets in financial instruments in the EEA or the United Kingdom and/or quotation by any competent authority, stock exchange and/or quotation system ("**Exempt Notes**") or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Bank. No base prospectus is required to be produced in accordance with the Prospectus Regulation for the issue of Exempt Notes and, accordingly, the Exempt Notes issued are not required for, and do not, comply with the Prospectus Regulation. The FCA has neither reviewed nor approved the information contained in this Base Prospectus in relation to the Exempt Notes.

Amounts payable on Floating Rate Notes will be calculated by reference to one of EURIBOR, LIBID, LIBOR, LIMEAN, SHIBOR, HIBOR, SIBOR, EIBOR, SAIBOR, BBSW, JPY LIBOR, PRIBOR, CNH HIBOR, TRLIBOR or TRYLIBOR, TIBOR, GBP LIBOR, BKBM, MIBOR, CHF LIBOR, SONIA or SOFR as specified in the relevant Final Terms or (in the case of Exempt Notes) the relevant Pricing Supplement, as the case may be. As at the date of this Base Prospectus, the administrators of LIBOR, CHF LIBOR, EURIBOR, GBP LIBOR, JPY LIBOR, PRIBOR, BBSW, SIBOR and SAIBOR are included in the register of administrators of the European Securities and Markets Authority ("**ESMA**") under Article 36 of the Regulation (EU) No. 2016/1011 (the "**Benchmarks Regulation**"). As at the date of this Base Prospectus, the administrators of LIBID, LIMEAN, SHIBOR, HIBOR, SIBOR, EIBOR, CNH HIBOR, TRLIBOR or TRYLIBOR, TIBOR, BKBM, MIBOR, SONIA and SOFR are not included in ESMA's register of administrators under the Benchmarks Regulation. As far as the Bank is aware, (a) SONIA and SOFR do not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of that regulation; and (b) the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that the Treasury Markets Association of Banks, the UAE Central Bank, the Banks Association of Turkey, the JBA TIBOR Administration, the New Zealand Financial Markets Association, the Financial Benchmarks India Private Ltd. are not currently required to obtain authorisation/registration (or, if located outside the European Union and United Kingdom, recognition, endorsement or equivalence).

Arrangers

Bardays

Citigroup

First Abu Dhabi Bank

Dealers

**Bardays
Crédit Agricole CIB
HSBC**

**Citigroup
First Abu Dhabi Bank
J.P. Morgan**

Mizuho Securities

Standard Chartered Bank

The date of this Base Prospectus is 16 July 2020

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation.

The Bank accepts responsibility for the information contained in this Base Prospectus and the Final Terms (as defined below) or (in the case of Exempt Notes) the Pricing Supplement (as defined below) for each Tranche (as defined herein) of Notes issued under the Programme and declares that the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and the Base Prospectus makes no omission likely to affect its import.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the FCA.

Where information has been sourced from a third party, the Bank confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of any third party information contained in this Base Prospectus is stated where such information appears in this Base Prospectus.

Each Tranche of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as supplemented by a document specific to such Tranche called the final terms (the "**Final Terms**") or (in the case of Exempt Notes) a pricing supplement (the "**Pricing Supplement**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") as described under "*Final Terms, Pricing Supplements and Drawdown Prospectuses*" below. In the case of a Tranche of Notes which is the subject of a Pricing Supplement or a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Pricing Supplement or Drawdown Prospectus unless the context requires otherwise. This Base Prospectus must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

Each Tranche of Notes may be rated or unrated. Such rating will be specified in the relevant Final Terms or (in the case of Exempt Notes) the relevant Pricing Supplement, as the case may be. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Please also refer to "*Risks related to the market generally – Credit ratings may not reflect all risks*" in the Risk Factors section of the Base Prospectus.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Bank or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Bank, any Arranger (as defined herein) or any Dealer.

Neither the Arrangers, the Dealers nor any of their respective directors, affiliates, advisors or agents make any representation or warranty or accept any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Bank in connection with the Programme, nor is any responsibility or liability accepted by them as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility or liability for any acts or omissions of the Bank or any other person (other than the relevant Dealer) in connection with this Base Prospectus or the issue and offering of Notes under the Programme. To the fullest extent

permitted by law, none of the Dealers accepts any responsibility for the contents of this Base Prospectus. Each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Bank since the date hereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Bank and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except pursuant to an exception from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes are subject to U.S. tax law requirements.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Bank, the Arrangers, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Bank.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed U.S. \$15,000,000,000 (and, for this purpose, any Notes denominated in another currency shall be translated into U.S. dollars at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement)). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement or drawdown prospectus;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where

the currency for principal or interest payments is different from the potential investor's currency;

- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall investment portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal and tax advisers to determine whether and to what extent: (1) the Notes are legal investments for it; (2) the Notes can be used as collateral for various types of borrowing; and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules. In addition, potential investors should consult their own tax advisers on how the rules relating to the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**") may apply to payments they receive under the Notes.

The requirement to publish a base prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (as amended) on the markets in financial instruments in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation (and for these purposes, references to the European Economic Area include the United Kingdom). References in this Base Prospectus to "**Exempt Notes**" are to Notes issued by FAB for which no base prospectus is required to be published under the Prospectus Regulation. Exempt Notes do not form part of this Base Prospectus for the purposes of the Prospectus Regulation and the FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

This Base Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "**Capital Market Authority**").

The Capital Market Authority does not make any representations as to the accuracy or completeness of this Base Prospectus and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. Prospective purchasers of Notes issued under the Programme should conduct their own due diligence on the accuracy of the information relating to the Notes. If a prospective purchaser does not understand the contents of this Base Prospectus, he or she should consult an authorised financial adviser.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the Central Bank of Bahrain ("CBB") in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.\$100,000 or any equivalent amount in another currency or such other amount as the CBB may determine.

This Base Prospectus does not constitute an offer of securities in the Kingdom of Bahrain pursuant to the terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no Notes may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors (as such term is defined by the CBB) for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered this Base Prospectus or related offering documents and it has not in any way considered the merits of the Notes to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this Base Prospectus and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this Base Prospectus. No offer of Notes will be made to the public in the Kingdom of Bahrain and this Base Prospectus must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

NOTICE TO RESIDENTS OF THE STATE OF QATAR

The Notes will not be offered, sold or delivered, at any time, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre) in a manner that would constitute a public offering. This Base Prospectus has not been and will not be reviewed or approved by or registered with the Qatar Central Bank, the Qatar Stock Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority in accordance with their regulations or any other regulations in the State of Qatar. The Notes are not and will not be traded on the Qatar Stock Exchange. The Notes and interests therein will not be offered to investors domiciled or resident in the State of Qatar (including the Qatar Financial Centre) and do not constitute debt financing in the State of Qatar under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar.

IMPORTANT – EEA AND UNITED KINGDOM RETAIL INVESTORS

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) includes a legend entitled "Prohibition of Sale to EEA and United Kingdom Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom. For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, the "**Insurance Distribution Directive**", where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPs Regulation.

MiFID II product governance / target market – The Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but, otherwise, neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)

Unless otherwise stated in the relevant Final Terms (or Pricing Supplement, in the case of Exempt Notes) all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

PRESENTATION OF INFORMATION

Presentation of Financial Information

This Base Prospectus incorporates by reference the following financial statements of the Group:

- the unaudited reviewed condensed consolidated interim financial statements of the Group as at and for the three months ended 31 March 2020 (the "**Interim Financial Statements**");
- the audited consolidated financial statements of the Group as at and for the year ended 31 December 2019 (the "**2019 Financial Statements**"); and
- the audited consolidated financial statements of the Group as at and for the year ended 31 December 2018 (the "**2018 Financial Statements**" and, together with the 2019 Financial Statements, the "**Annual Financial Statements**", and the Annual Financial Statements together with the Interim Financial Statements, the "**Financial Statements**").

The Interim Financial Statements have been prepared in accordance with International Accounting Standard ("**IAS**") 34 "*Interim Financial Reporting*" and have been reviewed by KPMG Lower Gulf Limited ("**KPMG**") in accordance with the International Standard on Review Engagements 2410 "*Review of Interim Financial Information Performed by the Independent Auditor of the Entity*" as stated in their review report incorporated by reference into this Base Prospectus.

The Annual Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board (the "**IASB**") and have been audited without qualification by KPMG in accordance with International Standards on Auditing ("**ISA**") as stated in their audit reports incorporated by reference herein.

The Financial Statements incorporated by reference in this Base Prospectus should be read in conjunction with the respective notes thereto.

The Group's financial year ends on 31 December and, unless the context otherwise requires, references in this Base Prospectus to 2019 and 2018 are to the 12-month period ending on 31 December in each year.

Any financial information regarding the Group included in this Base Prospectus labelled as "unaudited" has not been extracted from the Annual Financial Statements but has been extracted or derived from the Interim Financial Statements or from the Group's unaudited management accounts based on accounting records, as applicable, or is based on calculations of figures from the above-mentioned sources.

Certain numerical figures set out in this Base Prospectus, including financial and operating data, have been rounded. Therefore, the sums of amounts given in some columns or rows in the tables and other lists presented in this Base Prospectus may slightly differ from the totals specified for such columns or rows. Similarly, some percentage values presented in the tables in this Base Prospectus have been rounded and the totals specified in such tables may not add up to 100 per cent.

Alternative Performance Measures

Certain financial measures presented by the Bank in this Base Prospectus are not defined in accordance with IFRS accounting standards. The Bank believes that the alternative performance measures (as defined in the ESMA guidelines (the "**ESMA Guidelines**") on Alternative Performance Measures ("**APMs**")) included in this Base Prospectus provide useful supplementary information to both investors and to the Bank's management, as they facilitate the evaluation of underlying business performance across financial reporting periods. However, investors are cautioned not to place undue reliance on this information and should note that, since not all companies calculate financial measurements such as the APMs presented by the Bank in this Base Prospectus in the same manner, these are not always directly comparable to performance metrics used by other companies.

Additionally, the APMs presented by the Bank in this Base Prospectus are unaudited and have not been prepared in accordance with IFRS or any other accounting standards. Accordingly, these financial measures should not be seen as a substitute for measures defined according to IFRS. The Bank considers that the following metrics (which are set out below along with their reconciliation, to the extent that such information is not defined according to IFRS and not included in the Financial Statements incorporated by reference into this Base Prospectus) presented in this Base Prospectus constitute APMs for the purposes of the ESMA Guidelines:

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
Return on tangible equity	<p>Financial measure to express efficiency at generating profits from every unit of shareholders' tangible equity and is calculated as profit for the period attributable to shareholders of the Bank after deduction of interest due (accrual basis) on Tier 1 capital notes divided by average total shareholder tangible equity, with average shareholder tangible equity calculated as the sum of shareholder tangible equity at the beginning and end of the period under calculation divided by two. For the three months ended 31 March 2020, the average balance is calculated based on the sum of balances at the beginning (31 December 2019) and end (31 March 2020) of the period divided by two. Shareholder tangible equity is calculated as the total equity less the sum of non-controlling interest, Tier 1 capital notes and intangibles (assets).</p>	<p>Profit for the period attributable to shareholders of the Bank is as set out in the consolidated statement of profit or loss in the Financial Statements.</p> <p>Interest due (accrual basis) on Tier 1 capital notes is derived from the Bank's internal accounting records (and is a Bank management calculated number).</p> <p>Total equity is as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Non-controlling interest is as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Tier 1 capital notes are as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Intangibles are as set out in the consolidated statement of financial position in the Financial Statements.</p>
Cost to income ratio (excluding Merger integration costs)	<p>Financial measure to express operating efficiency and is calculated as general, administrative and other operating expenses net of integration related costs divided by total operating income.</p>	<p>General, administrative and other operating expenses are as set out in the consolidated statement of profit or loss in the Financial Statements.</p> <p>Integration related costs is derived from the Bank's internal accounting records (and is a Bank management calculated number).</p>

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
		Operating income is as set out in the consolidated statement of profit or loss in the Financial Statements.
Loan to deposit ratio	Liquidity measure to express a bank's ability to fund its loan book through its deposit base and is calculated as net loans and advances divided by customer accounts and other deposits.	<p>Net loans and advances are as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Customer accounts and other deposits are as set out in the consolidated statement of financial position in the Financial Statements.</p>
Non-performing loans ("NPL") ratio	Financial measure to express loan asset quality and is calculated as NPLs net of interest suspended as a percentage of gross loans and advances net of interest suspended.	<p>NPLs are the stage 3 loans and advances and the portion of purchased or originally credit impaired loans and advances considered by the Group as par to NPLs, each as set out in Note 5 (<i>Financial risk management</i>) to the Interim Financial Statements.</p> <p>Interest suspended is as set out in Note 9 (<i>Loans and advances</i>) to the Interim Financial Statements.</p> <p>Gross loans and advances are as set out in Note 9 (<i>Loans and advances</i>) to the Interim Financial Statements.</p>
Provision coverage ratio	Financial measure to provide an indication of the level of provisioning vis-à-vis the NPLs net of interest suspended and is calculated as impairment	Impairment allowances are total provisions in respect of loans and advances and total provisions in respect of unfunded exposure, each as set out in Note 5 (<i>Financial risk</i>

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
	allowances as a percentage of NPLs.	<p><i>management</i>) to the Interim Financial Statements, together with the specific and collective IFRS 9 reserve as set out in Note 18 (<i>Capital and reserves</i>) to the Interim Financial Statements.</p> <p>NPLs are the stage 3 loans and advances and the portion of purchased or originally credit impaired loans and advances considered by the Group as par to NPLs, each as set out in Note 5 (<i>Financial risk management</i>) to the Interim Financial Statements.</p> <p>Interest suspended is as set out in Note 9 (<i>Loans and advances</i>) to the Interim Financial Statements.</p>

Certain Defined Terms

Capitalised terms which are used but not defined in any section of this Base Prospectus will have the meaning attributed thereto in the Conditions or any other section of this Base Prospectus. In addition, the following terms as used in this Base Prospectus have the meanings defined below:

- references to "**Abu Dhabi**" are to the Emirate of Abu Dhabi;
- references to the "**Effective Date**" are to 30 March 2017 (being the date on which the Merger became effective);
- references to "**FGB**" are to First Gulf Bank PJSC;
- references to "**GCC**" are to the Gulf Co-operation Council;
- references to the "**Government**" are to the government of Abu Dhabi;
- references to the "**Group**" are to the Bank, together with its subsidiaries;
- references to a "**Member State**" are to a Member State of the European Economic Area;
- references to the "**Merger**" are to the merger of NBAD and FGB which was effected on the Effective Date;
- references to "**NBAD**" are to National Bank of Abu Dhabi P.J.S.C.;

- references to "**OPEC**" are to the Organization of Petroleum Exporting Countries;
- references to the "**TESS**" are to the UAE Central Bank's Targeted Economic Support Scheme, effective from 15 March 2020, as amended from time to time; and
- references to the "**UAE**" are to the United Arab Emirates.

Certain Conventions

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments. Accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

All references in this Base Prospectus to "**U.S. dollars**", "**U.S.\$**" and "**\$**" refer to United States dollars being the legal currency for the time being of the United States of America; and all references to "**dirham**" and "**AED**" refer to UAE dirham being the legal currency for the time being of the UAE.

The dirham has been pegged to the U.S. dollar since 22 November 1980. The midpoint between the official buying and selling rates for the dirham is at a fixed rate of AED 3.6725 = U.S.\$1.00.

References to a "**billion**" are to a thousand million.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Final Terms or Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, is supplemented by the relevant Final Terms or, in the case of Exempt Notes, the relevant Pricing Supplement.

This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No. 2019/980.

Words and expressions defined in "*Terms and Conditions of the Notes*" and in "*Forms of the Notes*" shall have the same meanings in this overview.

The Bank:

First Abu Dhabi Bank PJSC is a public joint stock company and is the product of the Merger (the "**Merger**") of National Bank of Abu Dhabi P.J.S.C. ("**NBAD**") and First Gulf Bank P.J.S.C. ("**FGB**") which was effected on 30 March 2017 (the "**Effective Date**"). The Merger was effected in accordance with the provisions of Article 291 of the UAE Federal Law No. 2 of 2015 Concerning Commercial Companies (the "**CCL**"), pursuant to which FGB was dissolved and its shares were delisted from the Abu Dhabi Securities Exchange on the Effective Date. NBAD, as the surviving corporate entity and the legal successor of FGB, automatically assumed all assets and liabilities of FGB with effect from the Effective Date.

On 24 April 2017, the shareholders of NBAD passed the necessary resolutions at its general assembly meeting to approve a change in its registered name to First Abu Dhabi Bank PJSC. On 25 April 2017, the requisite regulatory approvals to effect the change of name were received by NBAD from the United Arab Emirates' Securities and Commodities Authority. Accordingly, the change of name to First Abu Dhabi Bank PJSC became effective from 25 April 2017.

The registered office of the Bank is FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates. See "*Description of the Bank*".

The Bank's Legal Entity Identifier:

2138002Y3WMK6RZS8H90

Description:

Euro Medium Term Note Programme.

Risk Factors:

There are certain factors that may affect the Bank's ability to fulfil its obligations under the Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme. These include certain risks relating to the structure of a particular Series of Notes and certain market risks. See "*Risk Factors*".

Arrangers:	Barclays Bank PLC, Citigroup Global Markets Limited and First Abu Dhabi Bank PJSC.
Dealers:	Barclays Bank PLC, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, First Abu Dhabi Bank PJSC, HSBC Bank plc, J.P. Morgan Securities plc, Mizuho International plc and Standard Chartered Bank and any other Dealer appointed from time to time by the Bank either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Fiscal Agent:	Citibank N.A., London Branch.
Registrar:	Citigroup Global Markets Europe AG.
Final Terms, Pricing Supplement or Drawdown Prospectus:	Notes issued under the Programme may be issued either: (1) pursuant to this Base Prospectus and associated Final Terms or (in the case of Exempt Notes) Pricing Supplement; or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Conditions as supplemented by the relevant Final Terms or, as the case may be, as supplemented, amended and/or replaced to the extent described in the relevant Pricing Supplement or Drawdown Prospectus.
Listing and Trading:	<p>Application has been made to the FCA for Notes issued under the Programme (other than Exempt Notes) to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Regulated Market.</p> <p>Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Bank and the relevant Dealer(s) in relation to the relevant Series. Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg (each as defined herein).
Initial Programme Amount:	<p>Up to U.S.\$15,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.</p> <p>The Bank may increase the amount of the Programme in accordance with the terms of the Dealer Agreement.</p>

Issuance in Series:

Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the amount and date of the first payment of interest thereon (if any) and the date from which interest starts to accrue), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which will comprise, where necessary, the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche), will be identical to the terms of other Tranches of the same Series and will be completed in the relevant Final Terms or in the case of Exempt Notes, the relevant Pricing Supplement.

Forms of Notes:

Notes may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**").

In respect of each Tranche of Bearer Notes, the Bank will initially deliver a Temporary Global Note or (if so specified in the relevant Final Terms in respect of Notes to which the TEFRA C Rules apply (as so specified in such Final Terms)) a Permanent Global Note (each as described herein). Such Global Note will be deposited on or around the relevant issue date therefor with Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Interests in each Temporary Global Note will, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership, be exchangeable for interests in a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes (as described herein) in bearer form. Interests in each Permanent Global Note will be exchangeable for Definitive Notes in bearer form. Definitive Notes in bearer form will, if interest-bearing, have Coupons attached and, if appropriate, Talons (each as described herein).

In respect of each Tranche of Registered Notes, the Bank will deliver to each holder Registered Notes which will be recorded in the register which the Bank shall procure to be kept by the Registrar. A Global Registered Note may be registered in the name of a nominee for one or more clearing systems. Registered Notes will not be represented upon issue by a Temporary Global Note and may not be exchanged for Bearer Notes.

Currencies:

Notes may be denominated in U.S. dollars, euro, AED or any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in any currency or currencies other than the currency in which such Notes are denominated.

Status of the Notes:

Notes may be issued on a subordinated or unsubordinated basis, as specified in the relevant Final Terms.

Issue Price:	Notes may be issued at any price, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Bank and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	<p>Any maturity is subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p> <p>Where Notes have a maturity of less than one year and either: (a) the issue proceeds are received by the Bank in the United Kingdom; or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Bank in the United Kingdom, such Notes must: (i) have a minimum redemption value of GBP100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of FSMA by the Bank.</p>
Benchmark Discontinuation:	In the event that a Benchmark Event occurs, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark or screen rate (as applicable) specified in the relevant Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement), then the Bank may (subject to certain conditions) be permitted to substitute such benchmark and/or screen rate (as applicable) with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of such Series of Notes and, potentially, the application of an Adjustment Spread (which could be positive, negative or zero)). See Condition 8(g) (<i>Floating Rate Note Provisions – Benchmark Replacement</i>) for further information.
Redemption:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed at par.
Optional Redemption:	Notes may be redeemed before their stated maturity at the option of the Bank (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms or Pricing Supplement, as the case may be.
Tax Redemption:	Except as described in " <i>Optional Redemption</i> " above, early redemption will only be permitted for tax reasons as described in Condition 10(b) (<i>Redemption and Purchase – Redemption for tax reasons</i>).

Interest: Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.

Denominations: The Notes will be issued in such denominations as may be agreed between the Bank and the relevant Dealer(s) and as specified in the relevant Final Terms or Pricing Supplement, as the case may be, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The minimum denomination of each Note (other than an Exempt Note) shall be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the date of the issue of the Notes).

Fixed Rate Notes: Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms or Pricing Supplement, as the case may be.

Floating Rate Notes: Floating Rate Notes will bear interest determined separately for each Series; as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of Notes of the relevant Series; or
- (ii) on the basis of the reference rate set out in the relevant Final Terms or Pricing Supplement, as the case may be.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Bank and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Bank and the relevant Dealer.

The Margin (if any) relating to such Floating Rate Notes will be agreed between the Bank and the relevant Dealer for such Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both. Unless otherwise stated in the relevant Final Terms or Pricing Supplement, as the case may be, the minimum interest rate for a Floating Rate Note shall be deemed to be zero.

Negative Pledge: The Notes will have the benefit of a negative pledge as described in Condition 6 (*Negative Pledge*), which only applies to Senior Notes.

Cross-Default:	The Notes will have the benefit of a cross-default as described in Condition 14(a)(iii) (<i>Events of Default – Events of Default for Senior Notes – Cross-default of Bank or Principal Subsidiary</i>), which only applies to Senior Notes.
Taxation:	All payments in respect of Notes will be made free and clear of withholding taxes imposed by the United Arab Emirates unless the withholding is required by law. In that event, the Bank will (subject as provided in Condition 13 (<i>Taxation</i>)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.
Governing Law:	English law.
Enforcement of Notes in Global Form:	In the case of Global Notes, individual investors' rights against the Bank will be governed by the Deed of Covenant (as defined herein), a copy of which will be available for inspection at the specified office of the Fiscal Agent.
Ratings:	<p>The ratings of certain Tranches of Notes issued under the Programme and the credit rating agency issuing such rating may be specified in the relevant Final Terms (or, in the case of Exempt Notes, the relevant Pricing Supplement).</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p> <p>In general, European (including United Kingdom) regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the European Union or the United Kingdom and registered under the CRA Regulation (or is endorsed and published or distributed by subscription by such a credit rating agency in accordance with the CRA Regulation).</p>
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Hong Kong, the PRC (excluding the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan), Japan, Malaysia, Singapore, the United Arab Emirates (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, the Kingdom of Saudi Arabia, the Kingdom of Bahrain and the State of Qatar (including the Qatar Financial Centre) and such other restrictions as may be required in connection with the offering and sale of the Notes, see " <i>Subscription and Sale</i> " below.

Category 2 selling restrictions will apply for the purposes of Regulation S under the United States Securities Act of 1933, as amended.

The Notes will be issued in compliance with United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any substantially identical successor U.S. Treasury regulation section including, without limitation, substantially identical regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the "**D Rules**") unless (i) the relevant Final Terms or Pricing Supplement, as the case may be, states that Notes are issued in compliance with United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or any substantially identical successor U.S. Treasury regulation section including, without limitation, substantially identical regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the "**C Rules**") or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms or Pricing Supplement, as the case may be, as a transaction to which TEFRA is not applicable.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published and have been filed with the FCA, shall be incorporated in, and form part of, this Base Prospectus:

1. the unaudited reviewed condensed consolidated interim financial statements of the Bank as at and for the three months ended 31 March 2020 and its review report (<https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/pdfs/investor-relations/2020/fabfs-q1-2020-en.pdf?view=1>);
2. the auditors' report and audited consolidated financial statements of the Bank as at and for the financial year ended 31 December 2019 (<https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/pdfs/investor-relations/2019/fab-fs-q4-2019-en.pdf?view=1>);
3. the auditors' report and audited consolidated financial statements of the Bank as at and for the financial year ended 31 December 2018 (<https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/pdfs/fab-q4-2018.pdf?view=1>);
4. the Terms and Conditions of the Notes contained on pages 43 to 79 (inclusive) in the base prospectus dated 30 August 2017 prepared by the Bank in connection with the Programme ([https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/fab2017us\\$15bnemtnbaseprospectus.pdf?view=1](https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/fab2017us$15bnemtnbaseprospectus.pdf?view=1));
5. the Terms and Conditions of the Notes contained on pages 45 to 81 (inclusive) in the base prospectus dated 30 August 2018 prepared by the Bank in connection with the Programme ([https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/fab2018us\\$15bnemtnbaseprospectus.pdf?view=1](https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/fab2018us$15bnemtnbaseprospectus.pdf?view=1)); and
6. the Terms and Conditions of the Notes contained on pages 47 to 86 (inclusive) in the base prospectus dated 16 July 2019 prepared by the Bank in connection with the Programme ([https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/fab2019us\\$15bnemtnbaseprospectus.pdf?view=1](https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/fab2019us$15bnemtnbaseprospectus.pdf?view=1)).

Copies of the documents incorporated by reference in this Base Prospectus can be obtained from the specified offices of the Fiscal Agent, for the time being in London. In addition, copies of such documents will be available on the website of the Bank (www.bankfab.ae) and on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Only certain parts of the documents referred to above are incorporated by reference in this Base Prospectus. The non-incorporated parts of the documents referred to above are either not relevant for investors or are covered elsewhere in this Base Prospectus.

Following the publication of this Base Prospectus, a supplement may be prepared by the Bank and approved by the FCA in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

RISK FACTORS

The Bank believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. Most of these factors are contingencies which may or may not occur. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.

The Bank believes that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme, but the inability of the Bank to pay interest, principal or other amounts on or in connection with any Notes or to pay any amount in respect of the principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Bank based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. Words and expressions defined in "Form of the Notes" and "Terms and Conditions of the Notes" shall have the same meanings in this section.

Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme

Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects

The Bank, in common with other financial institutions, is susceptible to changes in the macro-economic environment and the performance of financial markets generally. As at the date of this Base Prospectus, the performance of global debt, equity and commodity markets has been volatile, reflecting the ongoing volatility in the macro-economic climate which has had, and which continues to have, a material adverse effect on the world's economies, including the economies of the UAE and other GCC states.

In 2020 the macro-economic environment (both globally and within the UAE) has also been materially affected by the novel coronavirus which causes the disease known as COVID-19, which was first identified in Wuhan, Hubei Province, China in December 2019 and declared a pandemic by the World Health Organisation on 11 March 2020. In response to the highly contagious and sometimes fatal COVID-19 virus that infected tens of thousands of people in China, the Chinese government imposed travel restrictions and quarantines to help control its spread. However, while the spread of the COVID-19 virus has slowed in China, it has spread to many countries around the world. As it has spread, other countries, such as Belgium, France, Germany, Iran, Italy, the Netherlands, Spain, the United Kingdom and the United States, have also been similarly affected. In March 2020, the United States, certain EU countries and countries in the Middle East, including the UAE, began imposing travel restrictions, as well as other restrictions, which aim to reduce in-person interactions. These measures, while aimed to slow the spread of the COVID-19 virus, have significantly reduced economic activity in many countries around the world (in particular, for those businesses connected to the travel and hospitality sectors). It is currently unclear how long these restrictions will be in place and what their ultimate impact will be on global and local economies, as well as the price of oil. The economic impact of the COVID-19 virus has already included significant volatility in financial markets and reduced global liquidity and investment, and it may lead to lower economic growth in the GCC and globally.

In response to the impact of the COVID-19 virus on their domestic economies, various governments around the world have announced fiscal stimulus packages (see further "*The United Arab Emirates Banking Sector and Regulations – COVID 19*") and numerous central banks have cut interest rates. Specifically, on 3 March 2020, the U.S. Federal Reserve cut its target range for the federal funds rate from 1.50 to 1.75 per cent. to 1.00 to 1.25 per cent. and, on 15 March 2020, it was cut further to 0 to 0.25 per cent. On 16 March 2020, the UAE Central Bank cut the interest rate applicable to one-week certificates of deposit by 75 basis points from 1.00 per cent. to 0.25 per cent. and reduced rates

applicable to the interim margin lending facility and the collateralised murabaha facility by 50 basis points to 50 basis points above the repurchase rate for UAE Central Bank certificates of deposits. Further announcements from central banks across the world could be forthcoming and it is unclear what impact these measures will ultimately have on their respective economies.

Furthermore, the OPEC Reference Basket price has fallen to date during 2020. In early March 2020, OPEC officials proposed a plan to the members of OPEC and other non-OPEC member countries, including Russia, to cut global production by 1.5 per cent. No agreement was reached, ending a three-year partnership between OPEC and major non-OPEC oil exporters. This also resulted in 'OPEC plus' failing to extend the agreement of cutting 2.1 million barrels per day that was set to expire at the end of March 2020. In March 2020, Saudi Arabia announced that it would raise oil output and discount its oil in April 2020. In early April 2020, 'OPEC plus' announced that it had reached an agreement to cut production by 9.7 million barrels a day, however this action failed to support sufficiently the oil market with prices falling in the days following that announcement. As a result of the above factors and the COVID-19 outbreak weakening the demand for oil, the OPEC Reference Basket price fell significantly and, as at 10 July 2020, the OPEC Reference Basket price was U.S.\$43.31. Furthermore, certain oil prices turned negative during April 2020 (with the West Texas Intermediate benchmark falling as low as minus U.S.\$37.63 a barrel), as weakened demand as a result of the COVID-19 outbreak led to buyers being paid to take oil due to storage capacity concerns.

Prior to the oil price volatility seen to date in 2020, oil prices had been in a recovery phase following the fall in prices that started in 2014. Between July 2014 and January 2016, international crude oil prices declined dramatically (falling by approximately 75 per cent. from a high monthly average OPEC Reference Basket price per barrel of U.S.\$107.89 in July 2014, to a monthly average price of U.S.\$26.50 in January 2016). There was a partial correction in global crude oil prices through 2016 to 2018 (according to the OPEC website, the average price of the OPEC Reference Basket was approximately U.S.\$40.76 per barrel for the year ended 31 December 2016, approximately U.S.\$52.43 per barrel for the year ended 31 December 2017, approximately U.S.\$69.78 per barrel for the year ended 31 December 2018 and approximately U.S.\$64.04 per barrel for the year ended 31 December 2019). The volatility in oil prices since 2014 has affected the economies of the oil-revenue dependent GCC states, with greater budget deficits, a decrease in fiscal revenues and consequent lower public spending seen between 2016 and 2018. Government fiscal deficits have resulted in weakened net asset positions, larger external financing needs and continued lower government spending. This has resulted in the downgrading, or placing on "creditwatch", of a number of GCC sovereigns including, particularly, the Kingdom of Bahrain and the Sultanate of Oman.

Additionally, in the UAE, the significant fiscal reforms implemented by the federal government in response to the low oil price environment since 2015 have had, and are expected to continue to have, a transformative effect on the UAE economy. The federal government has scaled back capital transfers to government-related entities, cut government investment, raised electricity and water tariffs and removed fuel subsidies. Further, with effect from 1 January 2018, the federal government has introduced a value-added tax ("**VAT**") regime in the UAE at a rate of 5 per cent.

These measures have become an integral part of a broader federal government strategy aimed at rationalising fiscal expenditure generally and reducing fiscal dependency on hydrocarbon related revenues. When taken in totality with the ongoing oil price volatility, the diversion of significant fiscal revenues to the Saudi Arabian led military intervention in the Republic of Yemen since 2015 and domestic job losses in both the private and public sectors across the UAE (and particularly within Abu Dhabi), the impact on the UAE economy since early 2015 has been significant. Moreover, in respect of the Bank's Abu Dhabi-based, Government-related customers, recent legislation including Abu Dhabi Executive Council Circular No. 11 of 2015 and Abu Dhabi Executive Council Circular No. 1 of 2017 (together, the "**Abu Dhabi Public Debt Laws**") requires any company owned by the Government which has received a copy of such circulars to obtain the approval of the Abu Dhabi Executive Council for it

or any of its subsidiaries to enter into any transaction for borrowing or issue of debt (with an additional requirement to co-ordinate with the Public Debt Office of Abu Dhabi if such borrowing is to be guaranteed by the Government). In practice, it is unclear what the impact will be of the application of the Abu Dhabi Public Debt Laws on the Bank's Abu Dhabi-based, Government-related customers. If the provisions of the Abu Dhabi Public Debt Laws are strictly applied, requiring the Bank's Abu Dhabi-based, Government-related customers to obtain Abu Dhabi Executive Council approval each time they contract with the Bank, it is possible that the Bank may experience a decline in (and/or a delay in execution of) lending activity to customers within this sector.

The measures taken by the UAE federal government to counter the impact of the oil price volatility since 2015 have created significant stress in UAE retail markets (which represents one of the Bank's core businesses). In the event that macro-economic conditions do not improve in the UAE and the challenges faced by the retail sector were to spread to the Bank's corporate customers, the impact on the Bank's business, results of operations and financial condition could be significant.

While the Bank's direct exposure to the crude oil, gas, mining and quarrying sectors is not significant (with approximately 8.9 per cent. of its gross loans and advances being to customers in the energy industry as at 31 March 2020), a continued deterioration in global oil prices may further adversely impact the UAE economy as a whole and may indirectly adversely impact the Bank as a result of a deterioration in other sectors of the UAE economy.

Furthermore, the impact of political events has caused volatility in international financial markets and investor sentiment generally across the EU and the United States including, for example, periodic under and over performance of debt and equity markets.

These extremely volatile market conditions have resulted in reduced liquidity, widening of credit spreads and lack of price transparency in credit and capital markets. The adverse market conditions have impacted investment markets both globally and in the UAE, with increased volatility in interest rates and exchange rates. Between December 2015 and December 2018, the U.S. Federal Reserve increased U.S. overnight interest rates by an aggregate 225 basis points (in nine separate increments of 25 basis points each). Throughout 2019, the U.S. Federal Reserve lowered the U.S. overnight interest rate by an aggregate 75 basis points (in three separate increments of 25 basis points each), and in response to the COVID-19 outbreak, the U.S. Federal Reserve rates were lowered further as discussed above. Any future movements in such rates could further exacerbate the reduced liquidity environment and, if the U.S. overnight interest rates are increased in the future, may adversely impact the Bank's net interest margins and borrowing costs, if the Bank is unable to pass these increased costs on to its customers.

As a result of market conditions prevailing as at the date of this Base Prospectus, companies to which the Bank directly extended or continues to extend credit have experienced, and may continue to experience, decreased revenues, financial losses, insolvency, difficulty in obtaining access to financing and increased funding costs and some of these companies have been unable to meet their debt service obligations or other expenses as they become due, including amounts payable to the Bank.

The business, results of operations, financial condition and prospects of the Bank have been materially adversely affected by these trends and may be further materially adversely affected by a continuation of the general unfavourable economic conditions in the other countries of the GCC and emerging markets generally as well as by United States, European and international trading market conditions and/or related factors.

Credit risks

Credit risk is the risk that the Bank's counterparties will fail to discharge their obligations on maturity or in a timely manner, causing the Bank to incur a financial loss. Credit risks could materially adversely

affect the Bank's business, results of operations, financial condition and prospects. Some of the credit risks facing the Bank are set out below.

If the Bank is unable to effectively monitor and control the level of, or, where required, successfully restructure, its non-performing loans with debtors in financial distress, or its allowances for loan impairment are insufficient to cover loan losses, the Bank's financial condition and results of operations would be adversely affected.

In common with other banks in the GCC, as a result of adverse economic and political developments in recent years, including the recent outbreak of COVID-19, adverse changes in consumer confidence levels, consumer spending, liquidity levels, bankruptcy rates and commercial and residential real estate prices, among other factors, have impacted the Bank's credit portfolio. See further "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of the Notes issued under the Programme – Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects*".

This volatile economic environment and the likely impact on the level of economic activity in Abu Dhabi and the UAE is expected to continue to have an adverse effect on the Bank's credit risk profile. Although the Bank regularly reviews its credit exposures and has re-priced a portion of its loan portfolio and restructured some of its loans under stress, customer defaults may continue to occur. The occurrence of these events has affected, and could continue to materially adversely affect, the Bank's business, results of operations, financial condition and prospects.

As at 31 March 2020, the Bank had NPLs of AED 13.9 billion and, for the three months ended 31 March 2020, carried impairment allowances of AED 13.2 billion. In accordance with IFRS, the Bank is required to reflect the impairment calculated (which is established based on its best estimates of recoveries and judgments leading to calculation of probable losses) as an upfront charge to the income statement. This is written back to the income statement as and when interest or principal (as appropriate) on the debt is received. The Bank's management believes that the levels of impairment allowances for impaired loans as at 31 March 2020 were sufficient to cover the Bank's potential loan losses as at that date. However, there is no guarantee that impairment allowances recognised by the Bank will be sufficient to cover its actual credit portfolio losses. As at 31 March 2020, the Bank had a provision coverage ratio of 95 per cent.

The Bank regularly reviews and monitors compliance with lending limits to individual financial institutions and country limits. See further "Risk Management". Further, the Bank's credit group is responsible for the formulation of credit policies and processes in line with growth, risk management and strategic objectives and the Bank's management believes that the systems in place to implement the Bank's loan restructuring and loan loss impairment allowances are adequate as at each reporting date.

If the Bank fails to appropriately restructure or monitor and control the levels of, and adequately provide for, its impaired loans and loans under stress, the Bank may need to make further impairment charges and its business, results of operations, financial condition and prospects could be materially adversely affected.

The Bank's loan and investment portfolios and deposit base are concentrated by geography, sector and client

The Bank's loan and investment portfolio is concentrated, geographically, in the UAE. As a result, any deterioration in general economic conditions in the UAE or any failure of the Bank to effectively manage its geographic, sectoral and client risk concentrations could have a material adverse effect on its business, results of operations, financial condition and prospects.

Together, the Bank's loans and advances and investment securities portfolios (net of provisions) totalled AED 514.5 billion, or 61.6 per cent. of its total assets, as at 31 March 2020. Of the Bank's total gross loans and advances to customers as at 31 March 2020, real estate accounted for 20.7 per cent., banks and other financial institutions accounted for 15.0 per cent. and personal loans and credit cards accounted for 13.4 per cent.

The Bank's investment securities portfolio comprised AED 113.3 billion (or 85.4 per cent.) non-trading debt investments as at 31 March 2020. The Bank's non-trading debt investments portfolio has significant exposure to the Middle East and North Africa ("MENA") region issuers which are principally government and public sector entities. As at 31 March 2020, the Bank's investment securities portfolio had an exposure of AED 39.8 billion (or 30 per cent.) to the UAE while exposure to the GCC, excluding the UAE, was AED 19.9 billion (or 15 per cent.).

Further, the majority of the population in the UAE is comprised of non-nationals who require a renewable work permit sponsored by their employer to work and reside in the UAE. Therefore, a significant portion of the Bank's customer base and retail loan portfolio is comprised of UAE-based expatriates. The Bank is exposed to a "skip risk" that such customers may leave the UAE without making repayments on their loans. Although the Bank takes overseas enforcement action against "skip" borrowers in certain countries and regularly reviews its credit exposures and has in place systems for assessing the financial condition and creditworthiness of its debtors, its failure to do so accurately or effectively may result in an increase in the rate of default for the Bank's loan portfolio, which could have a material adverse effect on its business, results of operations, financial condition and prospects.

A substantial increase in new impairment allowances or losses greater than the level of previously recorded impairment allowances for doubtful loans and advances to customers would adversely affect the Bank's results of operations and financial condition

In connection with lending activities, the Bank periodically establishes impairment allowances for loan losses, which are recorded in its income statement. The Bank's overall level of impairment allowances is based upon its assessment of prior loss experience along with expected loan loss, which takes into account the volume and type of lending being conducted, collateral held, industry standards, past due loans, economic conditions and other factors related to the recoverability of various loans. Although the Bank endeavours to establish an appropriate level of impairment allowances based on its best estimate of the amount of incurred loss, it might be possible, for example, due to economic stress situations or changes in the regulatory environment, that the Bank has to significantly increase its impairment allowances for loan losses. Any significant increase in impairment allowances for loan losses or a significant change in the Bank's estimate of the risk of loss inherent in its portfolio of non-impaired loans, as well as the occurrence of loan losses in excess of the impairment allowances allocated with respect thereto, would have an adverse effect on its business, results of operations, financial condition and prospects.

IFRS 9 was introduced for financial reporting periods commencing on 1 January 2018, replacing IAS 39 and introducing an 'expected credit loss' model for the measurement of the impairment of financial assets, such that it is no longer necessary for a credit event to have occurred before a credit loss is recognised. See further *"The United Arab Emirates Banking Sector and Regulations – Recent Trends in Banking - Provisions for loan losses"* and *"The United Arab Emirates Banking Sector and Regulations – COVID-19"*.

Any mandatory change to the Bank's impairment calculation models imposed as a result of further accounting standards or regulatory changes may adversely impact impairment allowances established by the Bank which would have an adverse effect on its business, results of operations, financial condition and prospects.

The Bank may be materially adversely affected by a loss of business from key clients that represent a significant portion of its loans and deposits

The Bank generates a significant proportion of its net operating income from certain key clients, including Government-controlled and Government-related entities, members of the ruling family of Abu Dhabi and other high net worth individuals (including the controlled/affiliated entities of these individuals). The loss of all or a substantial portion of the business provided by one or more of these clients could have a material adverse effect on the Bank's business, results of operations, financial condition and prospects.

In addition, the financial condition and ongoing profitability of Government-controlled or Government-related entities largely depends upon Government spending and policy. Therefore, the Bank is exposed to shifts in Governmental spending and policy and its impact on the level of economic activity in Abu Dhabi and the UAE over which it has no control and the effect of such shifts on the Bank may be difficult to predict. Extremely volatile economic conditions since mid-2014 have resulted in larger budget deficits across the GCC economies coupled with reduced fiscal budgets and public spending. See further "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of the Notes issued under the Programme – Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects*".

The Bank's failure to adequately foresee and assess such shifts may have an adverse effect on its business, results of operations, financial condition and prospects.

Liquidity risks

Liquidity risk is the risk that the Bank will be unable to meet the payment obligations associated with its financial liabilities when they fall due and/or replace funds when they are withdrawn. Liquidity risks could materially adversely affect the Bank's business, results of operations, financial condition and prospects. Some of the liquidity risks facing the Bank are set out below.

The Bank's cash flow from its operations may not be sufficient at all times to meet its contractual and contingent payment obligations

If the Bank's cash flow from its operations is not sufficient to meet its short- and medium-term contractual and contingent payment obligations coming due, it could experience liquidity issues. Such liquidity issues could occur if the Bank's available liquidity is not sufficient to enable it to service its debt, fulfil loan commitments or meet other on or off-balance sheet payment obligations on specific dates, even if the Bank continues to receive new deposits from customers, proceeds from new financings or its future revenue streams. Such liquidity issues could also arise if there is an unexpected outflow of customer deposits, if there is a material decline in the value of the Bank's liquid securities portfolio or if the Bank is unable to secure short-term funding at commercially acceptable rates to bridge this funding gap.

The Bank's Group Assets and Liability Committee sets and monitors liquidity ratios and regularly updates the Bank's liquidity management policies and seeks to ensure that the Bank is in a position to meet its obligations as they fall due. See further "Risk Management". Further, the Bank conducts analysis of maturities of assets and liabilities on a periodic basis to determine its ongoing funding needs and to ensure adequate liquidity is maintained across the defined time horizon. The Bank's Group Risk Committee receives regular updates on the Bank's liquidity under both normal and stressed market conditions, as well as developing strategies to ensure liquidity is available for defined time horizons under stress scenarios. As at 31 March 2020, the Bank had cash and balances with central banks of AED 176.0 billion.

The UAE Central Bank adopted a policy of a gradual, phased introduction of the capital and liquidity standards for credit institutions, approved by the Basel Committee on Banking Supervision (the "**Basel Committee**") in response to the 2008 global financial crisis (the "**Basel III Reforms**"). As part of this gradual introduction of Basel III in the UAE, the UAE Central Bank informed certain banks in the UAE that they are obliged to report the Basel III LCR and the Net Stable Funding Ratio ("**NSFR**") to the UAE Central Bank.

The LCR is a metric introduced by the Basel Committee on Banking Supervision as part of the Basel III Reforms to measure a bank's ability to manage a sustained outflow of customer funds in an acute stress event over a 30-day period. The ratio is calculated by taking a financial institution's stock of unencumbered high-quality liquid assets ("**HQLAs**") – which include low-risk, highly marketable asset classes, designed to provide significant sources of liquidity in such a stress scenario – and dividing it by its projected net cash outflows over the immediately following 30-day period. The LCR requires that banks have sufficient HQLAs in their liquidity buffer to cover the difference between expected cash outflows and expected capped cash inflows over a 30-day stressed period. The Basel III Reforms require that the minimum value of the ratio is 100 per cent. (i.e., an institution's stock of HQLAs should at least equal total net cash outflows) while the UAE Central Bank introduced LCR for the relevant UAE banks in a phased manner, setting an initial benchmark of 60 per cent. upon commencement of LCR compliance, increasing to 100 per cent. as of 1 January 2019. As at 31 March 2020, the Bank held a portfolio of HQLAs valued at AED 239.0 billion and had a LCR of 109.5 per cent. As part of the TESS banks that are subject to the LCR (such as the Bank) are able to allow their LCR to fall below the regulatory LCR of 100 per cent. provided that the LCR of such banks is higher than or equal to 70 per cent. The changes to the minimum LCR described above are applicable until 31 December 2021, subject to such banks having fully utilised the limit available under the zero cost facility of the TESS (see further "*The United Arab Emirates Banking Sector and Regulations –COVID-19*").

By virtue of the inherent costs associated with LCR compliance and maintaining a sufficient portfolio of HQLAs, the Bank may be at a competitive disadvantage to its peer UAE based financial institutions who are not required to monitor liquidity through LCR which may have a material adverse effect on its business, results of operations, financial condition and prospects.

The Bank maintains short-term demand and time deposits as sources of funding for medium- and long-term assets, which results in a contractual asset-liability maturity gap

In common with other banks in the UAE, the Bank's liabilities include short-term demand and time deposits. A portion of the Bank's short-term demand and time deposits fund assets that are medium to long-term (such as loans and mortgages). Mismatches between the maturities of the Bank's assets and liabilities could lead to liquidity risk if the Bank is incapable of rolling over existing deposits, raising new deposits or obtaining alternative sources of funding for the existing or future loan portfolio or if the cost of obtaining these deposits or funding differs from market prices.

Although the Bank has accessed wholesale funding markets (through bilateral or syndicated loans and international bond markets) in order to diversify and increase the maturity of its funding sources, such borrowings have not eliminated contractual asset-liability maturity gaps.

If a substantial portion of the Bank's depositors withdraw their demand deposits or do not roll over their time deposits upon maturity, or the Bank fails to refinance some of its large short- to medium-term borrowings, the Bank may need to access more expensive sources to meet its funding requirements. No assurance can be given that the Bank will be able to obtain additional funding on commercially reasonable terms as and when required, or at all. The Bank's inability to refinance or replace such deposits with alternative funding could materially adversely affect the Bank's liquidity, business, results of operations, financial condition and prospects.

The Bank has significant off-balance sheet credit-related commitments that may lead to potential losses

As part of its normal banking business, the Bank issues revocable and irrevocable commitments to extend credit, guarantees, letters of credit and other financial facilities and makes commitments to invest in securities before such commitments have been fully funded. All of these are accounted for off balance sheet until such time as they are actually funded or cancelled. Although these commitments are contingent and therefore off-balance sheet, they nonetheless subject the Bank to related credit, liquidity and market risks. Credit-related commitments are subject to the same credit approval terms and compliance procedures as loans and advances to customers, and commitments to extend credit are contingent on customers maintaining required credit standards. Although the Bank anticipates that not all of its obligations in respect of these commitments will be triggered, it may have to make payments in respect of a substantial portion of such commitments, which could have a material adverse effect on its financial position, and in particular its liquidity position. As at 31 March 2020, the Bank had AED 228.6 billion in such contingent liabilities.

Market risks

The Bank's business exposes it to market risk, which is the risk that changes in market prices, such as interest rates, equity prices, commodity prices, foreign exchange rates and credit spreads will affect the Bank's income or the fair value of its holdings of financial instruments. Market risks could adversely affect the Bank's business, results of operations, financial condition and prospects. Some of the market risks facing the Bank are set out below.

Changes in interest rate levels may affect the Bank's net interest margins and borrowing costs, and the value of assets sensitive to interest rates and spread changes may be adversely affected

The Bank's operations are affected by, among other factors, fluctuations in interest rates. In particular, the Bank's activities depend on the Bank's interest rate risk management, as well as the connections between market rates and interest margins. The Bank's net interest income largely depends on the level of the Bank's interest-bearing assets and liabilities, as well as the average interest rate on interest-bearing assets and liabilities and on the average interest on interest-bearing assets and liabilities.

Any shortage of liquidity in markets that are sources of funding for the Bank could contribute to an increase in the Bank's marginal borrowing costs. Similarly, any increase in interbank reference rates could also affect the value of certain assets that are sensitive to changes in applicable interest rates. As at 31 March 2020, a significant portion of the Bank's borrowings were set at floating rates based on interbank reference rates, such as 3-month London Interbank Offered Rate and 3-month Emirates Interbank Offered Rate ("**EIBOR**"), plus a specified margin.

Interest rates are sensitive to many factors beyond the Bank's control, including the policies of central banks, such as the UAE Central Bank and the U.S. Federal Reserve, political factors and domestic and international economic conditions. For example, the U.S. Federal Reserve raised interest rates in December 2015 for the first time since 2006. Between December 2015 and December 2018, the U.S. Federal Reserve increased U.S. overnight interest rates by an aggregate 225 basis points (in nine separate increments of 25 basis points each). Throughout 2019, the U.S. Federal Reserve lowered the U.S. overnight interest rate by an aggregate 75 basis points (in three separate increments of 25 basis points each), with rates lowered further in 2020 in response to the COVID-19 outbreak as discussed above. Future changes in U.S. overnight interest rates may adversely impact the Bank's financial performance.

If interbank reference rates rise, the interest payable on the Bank's floating rate borrowings increases. Additionally, in a rising interest rate environment, the Bank's interest expense can increase significantly as a result of the higher interest rates payable on the Bank's existing time deposits. The Bank's marginal cost of funding may increase as a result of a variety of factors, including further deterioration of conditions in the financial markets or loss of confidence by and between financial institutions. If interbank reference rates remain at historically low levels the Bank's ability to price its current and

saving account deposits and time deposits at a rate lower than the interbank reference rate may be adversely impacted. As a result the Bank's marginal cost of funding compared to interbank reference rates may increase. If the Bank fails to pass on such changes in funding cost to its customers in a timely manner or at all due to market, competitive or other conditions, such changes in funding cost could have a material adverse effect on its business, results of operations, financial condition and prospects.

Changes in equity and debt securities prices may affect the values of the Bank's investment portfolios

The Bank holds investment securities. Instability in the international debt and equity capital markets could have a material adverse impact on the Bank's investment portfolios. As at each reporting period, the Bank records: (a) realised gains or losses on the sale of any investment securities; (b) unrealised fair value gains or losses in respect of any investment securities as at the end of the period on a mark to market basis; and (c) impairment where there is a sustained decrease in fair value of any investment securities.

The amounts of such gains and losses may fluctuate considerably from period to period. The level of fluctuation depends, in part, upon the market value of the securities, which in turn may vary considerably, and the Bank's investment policies. The Bank cannot predict the amount of realised or unrealised gain or loss for any future period, and variations from period to period are not indicative of future performance. Gains on the Bank's investment portfolio may not continue to contribute to net income at levels consistent with those from recent periods or at all.

Any decrease in realised or unrealised investment gains, or increase in realised or unrealised investment losses, in the value of the Bank's investment portfolios could have a material adverse effect on the Bank's business, results of operations, financial condition and prospects.

Operational risks

The Bank defines operational risk as the risk of loss from inadequate or failed internal processes, people, systems or external events. Operational risks and losses can result from fraud, error by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with regulatory requirements and conduct of business rules, the failure of internal systems, equipment and external systems and the occurrence of natural disasters. Although the Bank has implemented risk controls and loss mitigation strategies and substantial resources are devoted to developing efficient procedures, it is not possible to eliminate any of the operational risks entirely, which could have a material adverse effect on its financial condition and results of operations. Some of the operational risks facing the Bank are set out below.

The Bank's risk management policies and internal controls may not be effective in all circumstances and may leave it exposed to unidentified or unanticipated risks, which could result in material losses

In the course of its business activities, the Bank is exposed to a variety of risks, the most significant of which are credit risk, market risk, liquidity risk and operational risk. See further "*Risk Management*". Investors should note that any failure to adequately control these risks could result in material adverse effects on the Bank's business, results of operations, financial condition and prospects, as well as its general reputation in the market.

The Bank's risk management techniques may not be fully effective or consistently implemented in mitigating its exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Some of the Bank's methods of managing risk are based upon its use of historical market behaviour which, as evidenced by events caused by the global financial crisis and global macro-economic volatility in more recent times, may not always accurately predict future risk exposures and could be significantly greater than such historical measures indicate. Other risk management practices, including "know your client" practices, depend upon evaluation of information

regarding the markets in which the Bank operates, its clients or other matters that are publicly available or information otherwise accessible to the Bank.

There is a lack of publicly available information and financial data regarding debtors' credit and payment histories in the GCC (primarily due to borrowers' limited credit histories and inability (and, in certain cases, unwillingness) to provide the quality and quantity of information sought by lenders and the fact that credit bureaus in the UAE are in their infancy). Although the establishment of the Al Etihad Credit Bureau has improved the quality of credit information available to UAE banks, the credit bureau remains in a nascent stage. See further "*The United Arab Emirates Banking Sector and Regulations – Recent Trends in Banking – Establishing a credit bureau in the UAE*". Accordingly, the Bank, in common with other UAE banks, is frequently required to make risk management assessments in the absence of the quality and quantity of information available to lenders in other, more developed markets.

As such practices are less developed in the GCC than they are in other markets and may not have been consistently and thoroughly implemented in the past, this information may not be accurate, complete, up-to-date or properly evaluated in all cases.

There can be no assurance that the Bank's risk management and internal control policies and procedures will adequately control, or protect the Bank against, all credit, liquidity, market and other risks. In addition, certain risks could be greater than the Bank's empirical data would otherwise indicate. The Bank also cannot give assurance that all of its staff have adhered, or will adhere, to its risk policies and procedures. Any material deficiency in the Bank's risk management or other internal control policies or procedures may expose it to significant credit, liquidity, market or operational risk, which may in turn have a material adverse effect on the Bank's business, results of operations, financial condition and prospects.

If the Bank is unable to retain key members of its senior management and/or remove underperforming staff and/or hire new qualified personnel in a timely manner, this could have an adverse effect on the business of the Bank

The Bank's ability to maintain and grow its business will depend, in part, on its ability to continue to recruit, retain and ensure the performance and contribution of qualified and experienced financial services and leadership personnel. In common with other banks in the UAE, the Bank can experience a shortage of qualified employees residing in the UAE, which may require it to recruit from outside the UAE. In addition, even after hiring its employees, the Bank may face challenges in retaining such employees due to the continued recruitment efforts of its competitors.

Additionally, with the strong growth that the Bank has continued to deliver post-Merger, the Bank may need to continue to increase its number of employees. The Bank is guided in its human resources decisions by the UAE federal government's recommended policy that companies operating in the UAE recruit UAE nationals in accordance with the target set by the UAE Central Bank's nationalisation directive. The UAE federal government's policy supporting the recruitment of UAE nationals does not set any upper limit at which the policy would no longer be applicable. If the Bank is not able to meet or exceed the UAE federal government's minimum threshold for Emirati employees as set out in the UAE federal policy on Emiratisation, promulgated by UAE Cabinet Decree number 3/10/267 of 2015, dated 25 October 2015 (the "**Emiratisation Circular**"), it may be subject to legal penalties, calculated in accordance with the Emiratisation Circular. See further "*Description of the Bank – Employees – Emiratisation*".

While the Bank believes that it has effective staff recruitment, retention, development and rewards programmes in place, its failure to recruit, train and/or retain necessary personnel or the shortage of qualified UAE nationals or other nationals prepared to relocate to the UAE, could have a material adverse effect on its business, results of operations, financial condition and prospects.

The Bank's business is dependent on its information and technology systems which are subject to potential cyber-attack

In common with other financial institutions based in the GCC and elsewhere in the world, cyber-security has become an increasingly important consideration for financial institutions. The quantity of sensitive financial and personal identifiable information stored by financial institutions globally makes them potential targets of cyber-attacks. In common with other financial institutions, the Bank recognises the need to protect itself from the threat to security of its information and customer data from cyber-attacks. Risks to technology and information systems change rapidly and require continued focus and investment and the Bank acts accordingly and takes appropriate steps on an ongoing basis to combat such threats and minimise such risks by implementing cyber-security controls. Given the increasing sophistication and scope of potential cyber-attacks, it is however possible that future attacks may lead to significant breaches of security. To actively pre-empt this, the Bank has implemented a variety of preventative and detective technical security controls, which are periodically reviewed and assessed, both internally and externally. However, failure to adequately manage cyber-security risk and continually review and update current processes in response to new threats could adversely affect the Bank's reputation, business, results of operations, financial condition and prospects.

Regulatory risks

Regulatory risk is the risk of loss or reputational damage resulting from an inability to maintain compliance with the prudential and regulatory controls established in the jurisdictions in which the Bank operates. Regulatory risks could adversely affect the Bank's business, results of operations and financial condition. Some of the regulatory risks currently facing the Bank are set out below.

The Bank is a highly regulated entity and changes to applicable laws or regulations, the interpretation or enforcement of such laws or regulations or the failure to comply with such laws or regulations could have an adverse impact on the Bank's business

The Bank is subject to a number of prudential and regulatory controls designed to maintain the safety and soundness of banks, ensure their compliance with economic, social and other objectives and limit their exposure to risk. See further "*The United Arab Emirates Banking Sector and Regulation*". These regulations include UAE federal laws and regulations (particularly those of the UAE federal government and the UAE Central Bank), as well as the laws and regulations of the other countries in which the Bank operates. In particular (but without limitation), the Bank is subject to restrictions on credit limits in respect of real estate and construction financing, major shareholders or to a single customer (based on the Bank's customer deposits and/or capital and reserves as prescribed by the UAE Central Bank).

Such regulations may limit the Bank's ability to increase its loan portfolio or raise capital or may increase the Bank's cost of doing business. Any further changes in laws or in UAE Central Bank regulations or policy and/or the manner in which they are interpreted or enforced may affect the Bank's reserves, revenues and performance and may have a material adverse effect on the Bank's business, results of operations, financial condition and prospects, including its ability to compete successfully in the geographies in which it operates. Furthermore, non-compliance with regulatory guidelines could expose the Bank to potential liabilities and fines. Although the Bank works closely with its regulators and continually monitors compliance with UAE Central Bank regulations and policy, future changes in regulation, fiscal or other policies cannot be predicted and are beyond its control.

If the Bank fails to comply with applicable anti-money laundering, counter-terrorism financing, sanctions and other related regulations, it could face fines and damage to its reputation.

In order to carry out and expand its businesses, it is necessary for the Bank to maintain or obtain a variety of licences, permits, approvals and consents from various regulatory, legal, administrative, tax

and other governmental authorities and agencies. The processes for obtaining these licences, permits, approvals and consents are often lengthy, complex, unpredictable and costly. If the Bank is unable to maintain or obtain the relevant licences, permits, approvals and consents, its ability to achieve its strategic objectives could be impaired.

The Bank is also required to comply with applicable anti-money laundering ("**AML**"), counter-terrorism financing laws, sanctions and other regulations in the jurisdictions in which it operates, including those related to countries subject to sanctions by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC), similar regulations of the EU and other jurisdictions, and applicable anti-corruption laws in the jurisdictions in which it conducts business. These laws and regulations require the Bank, among other things, to adopt and enforce "know your customer" ("**KYC**") policies and procedures and to report suspicious and large transactions to the applicable regulatory authorities. The Bank has adopted KYC/AML policies and procedures and reviews them regularly in light of any relevant regulatory and market developments. To the extent that the Bank fails or is perceived to fail to fully comply with applicable laws and regulations, the relevant government agencies to which it reports have the power and authority to impose fines and other penalties on the Bank. In addition, the Bank's business and reputation could suffer if customers use the Bank's products and services for money laundering or illegal purposes.

Risks relating to the UAE and the Middle East

The UAE's economy is highly dependent upon its oil revenue

The UAE's economy, and the economy of Abu Dhabi in particular, is highly dependent upon oil revenue. While Abu Dhabi is actively promoting tourism and real estate and undertaking several large-scale development projects, the hydrocarbon sector (mining and quarrying) dominates Abu Dhabi's economy and contributed approximately 31.7 per cent. to nominal Abu Dhabi's GDP in 2016, 34.1 per cent. in 2017 and (according to preliminary estimates published by the Abu Dhabi Statistics Centre (the "**Statistics Centre**")) 40.4 per cent. in 2018.

The Bank has historically received significant funding and other support from the Government and the UAE federal government. In the case of the Government, such funding and other support has been largely derived from the Government's significant oil revenues.

According to OPEC data, as at 31 December 2018, the UAE had approximately 6.5 per cent. of the world's proven crude oil reserves (giving it the sixth largest oil reserves in the world) (source: OPEC Annual Statistical Bulletin 2019) while, according to preliminary data produced by the Federal Competitiveness and Statistics Authority (the "**FCSA**"), the hydrocarbon sector (mining, quarrying, oil and gas) accounted for 25.9 per cent. of the UAE's GDP in 2018 and crude oil revenues accounted for 36.1 per cent. of total public revenues in 2018. According to the OPEC website, the price of the OPEC Reference Basket has fluctuated significantly in recent years. Since July 2014, when the monthly average OPEC Reference Basket price per barrel was U.S.\$107.9, crude oil prices fell sharply by approximately 75 per cent. to a monthly average price of U.S.\$26.5 in January 2016. Crude oil prices then recovered slightly, with the monthly average price being U.S.\$66.48 per barrel in December 2019. However, the OPEC Reference Basket price has fallen throughout 2020 (see further "*Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects*") and as at 10 July 2020, the OPEC Reference Basket price was U.S.\$43.31.

Oil prices are expected to continue to fluctuate in the future in response to changes in many factors over which the Bank has no control. Factors that may affect the price of oil include, but are not limited to:

- the impact on global economic activity and energy demand as a result of the outbreak of COVID-19;

- economic and political developments in oil producing regions, particularly in the Middle East;
- global and regional supply and demand, and expectations regarding future supply and demand, for oil products;
- the ability of members of OPEC and other crude oil producing nations to agree upon and maintain specified global production levels and prices;
- the impact of international environmental regulations designed to reduce carbon emissions;
- other actions taken by major crude oil producing or consuming countries;
- prices and availability of alternative fuels, global economic and political conditions, prices and availability of new technologies using alternative fuels; and
- global weather and environmental conditions.

If the prevailing low international prices for hydrocarbon products are sustained for a significant period of time into the future, this could have a significant adverse effect on the UAE's economy which, in turn, could have an adverse effect on the Bank's business, financial condition and results of operations and thereby affect the Bank's ability to perform its obligations in respect of any Notes issued under the Programme.

The Bank is subject to political and economic conditions in Abu Dhabi, the UAE and the Middle East

The majority of the Bank's current operations and interests are located in the UAE. The Bank's results of operations are, and will continue to be, generally affected by financial, economic and political developments in or affecting Abu Dhabi, the UAE and the Middle East and, in particular, by the level of economic activity in Abu Dhabi, the UAE and the Middle East which, in turn, is affected by the prevailing level of global crude oil prices. It is not possible to predict the occurrence of events or circumstances, such as war or hostilities, or the impact of such occurrences, and no assurance can be given that the Bank would be able to sustain the operation of its business if adverse political events or circumstances were to occur. A general downturn or instability in certain sectors of the UAE or the regional economy could have an adverse effect on the Bank's business, results of operations, financial condition and prospects.

Investors should also note that the Bank's business and financial performance could be adversely affected by political, economic or related developments both within and outside the Middle East because of interrelationships within the global financial markets. In addition, the implementation by the Government or the UAE federal government of restrictive fiscal or monetary policies or regulations, including changes with respect to interest rates, new legal interpretations of existing regulations or the introduction of a broad taxation regime (extending beyond VAT, which was introduced in the UAE with effect from 1 January 2018) or exchange controls could have a material adverse effect on the Bank's business, financial condition and results of operations and thereby affect the Bank's ability to perform its obligations in respect of any Notes issued under the Programme.

While the UAE is seen as a relatively stable political environment, certain other jurisdictions in the Middle East are not and there is a risk that regional geopolitical instability could impact the UAE. Instability in the Middle East may result from a number of factors, including government or military regime change, civil unrest or terrorism. In particular, since early 2011 there has been political unrest in a range of countries in the MENA region, including Libya, the Republic of Yemen, the Republic of Iraq (Kurdistan), Syria and Palestine.

This unrest has ranged from public demonstrations to, in extreme cases, armed conflict (including the multinational conflict with Islamic State (also known as Daesh, ISIS or ISIL)) and has given rise to increased political uncertainty across the region. Further, the UAE, along with other Arab states, is currently participating in the Saudi Arabian led intervention in Yemen which began in 2015 in response to requests for assistance from the Yemeni government against the Al Houthi militia. The UAE is also a member of another Saudi Arabian led coalition formed in December 2015 to combat Islamic extremism and, in particular, Islamic State. Additionally, in June 2017, a number of MENA countries including the UAE, the Kingdom of Saudi Arabia, the Kingdom of Bahrain and the Arab Republic of Egypt severed diplomatic relations with the State of Qatar, citing the State of Qatar's alleged support for terrorism and accusing the State of Qatar of creating instability in the region. The termination of diplomatic relations included the withdrawal of ambassadors and imposing trade and travel bans. Furthermore, in September 2019, an attack on two Saudi Aramco oil facilities forced the Saudi government to shut down a significant amount of oil production temporarily and led to a temporary increase in oil prices. In addition, in January 2020, the United States carried out a military strike which killed a senior Iranian military commander. As a result of this military strike, Iran launched missiles at a U.S. base in Iraq.

The Bank is in the process of closing its Qatar branch and selling its operations in Sudan (where it has two branches). In Libya, the Bank has a 50:50 investment in First Gulf Libyan Bank, with the Economic and Social Development Fund of Libya.

These situations have caused significant disruption to the economies of affected countries and have had a destabilising effect on international oil and gas prices. Though the effects of the uncertainty have been varied, it is not possible to predict the occurrence of events or circumstances such as war or hostilities, or the impact of such occurrences, and no assurance can be given that the UAE would be able to sustain its current economic growth levels if adverse political events or circumstances were to occur. Continued instability affecting the countries in the MENA region could adversely impact the UAE although to date there has been no significant impact on the UAE.

Any of the foregoing circumstances could have a material adverse effect on the political and economic stability of the Middle East and, in particular, could impact the numbers of tourists that choose to visit the UAE and the number of businesses interested in doing business in the UAE and, consequently, could have an adverse effect on the Bank's business, results of operations, financial condition and prospects, and thereby affect the Bank's ability to perform its obligations in respect of any Notes issued under the Programme.

Neither the Government nor the UAE federal government is under any obligation to continue to invest in or otherwise engage in business with the Bank and either or both may alter their respective relationships with the Bank at any time and for any reason

The Bank's principal shareholder is the Government, which indirectly holds approximately 37 per cent. of the issued and outstanding shares of the Bank through the wholly-owned Mubadala Investment Company ("MIC").

The Government was instrumental in the founding of NBAD and in supporting the Merger, with each of NBAD and FGB maintaining very strong working relationships with the Government and Government-related entities. For example, during the period between 2008 and 2009, the Government (through its purchase of Tier 1 notes issued by each of NBAD and FGB) provided a total of AED 4.0 billion in Tier 1 capital to each of NBAD and FGB. Despite the Government's and the UAE federal government's past investments in and deposits with the Bank and its predecessor entities and funding support, neither the Government nor the UAE federal government are under any obligation to continue to invest in, make deposits with, do business with or otherwise support the Bank. The Government and the UAE federal government may, whether directly or through government-owned entities, at any time and for any reason, dispose of its investments in, withdraw its deposits from, cease to do business with

or otherwise cease to support the Bank. The reduction or elimination of government support could have a material adverse effect on the Bank's business, results of operations, financial condition and prospects.

The interests of the Bank's largest shareholder may conflict with the commercial interests of the Bank, which may also conflict with the interests of the Noteholders

By virtue of the Government's ownership interest in the Bank's share capital, the Government has the ability to block actions or resolutions proposed at the Bank's annual or extraordinary general meetings. Accordingly, the Government could prevent the Bank from pursuing transactions, making dividend payments or other distributions or payments to shareholders or undertaking other actions, which may be contrary to the commercial interests of the Bank. Such actions could have a material adverse effect on the Bank's business, results or operations, financial condition and prospects.

The increasingly competitive environment in the UAE banking industry may adversely affect the Bank's business and results of operations

The Bank faces competition within the UAE for all of its products and services. The Bank competes primarily with a large number of other domestic banks in the UAE, some of which are also owned, directly or indirectly, by the governments of the relevant Emirates, government-related entities or members of the ruling families of the relevant Emirates. As at 31 March 2020, there were a total of 48 commercial banks registered in the UAE (*source*: UAE Central Bank). The Bank's main domestic competitors in terms of size of banking franchise and product and customer segments are Abu Dhabi Commercial Bank PJSC, Abu Dhabi Islamic Bank PJSC, Dubai Islamic Bank PJSC, Emirates NBD Bank PJSC, HSBC Bank plc, Mashreqbank psc and Standard Chartered Bank. In the UAE market, as at 31 March 2020, and according to the Interim Financial Statements and the publicly available financial statements of the Bank's main domestic competitors for the three months ended 31 March 2020, the Bank is the largest bank in the UAE by total assets. There can be no assurance that the Bank will be able to maintain its current market share in the future.

In addition to the local commercial banks in the UAE, the Bank competes with a number of international banks in investment advisory, investment banking, corporate advisory, finance and other services. In the large corporate and government client segments, the Bank faces competition from international banks and such competition is expected to increase in the UAE over time. Although the Bank seeks to cooperate with some of the top-tier international banks, especially in securities underwriting and distribution, it will also compete with them in other areas, particularly in corporate advisory and treasury operations in which these banks have a long history of successful operations in other regions.

Further, the UAE could be viewed as an over-banked market, even by regional standards, with 48 different commercial banks (comprising 21 locally incorporated commercial banks and 27 foreign commercial banks) licensed to operate inside the UAE as at 31 March 2020 (excluding the Dubai International Financial Centre (the "**DIFC**")) (*source*: UAE Central Bank), serving a population estimated to be in the region of approximately 9.8 million people at the end of 2018 (*source*: Statistical Yearbook 2019 edition, United Nations Department of Economic and Social Affairs, Statistics Division). There has traditionally been little impetus for consolidation. However, the Merger has stimulated further movement towards greater consolidation amongst UAE banks. This has already been observed in the three-way merger between Abu Dhabi Commercial Bank PJSC, Al Hilal Bank P.J.S.C. and Union National Bank P.J.S.C. which was completed on 1 May 2019. In addition, in January 2020, Dubai Islamic Bank PJSC completed the acquisition of Noor Bank PJSC. While such continued consolidation would increase the level of concentration in the domestic banking sector, they would also likely lead to a significant alteration of the competitive environment with fewer, larger locally incorporated banks competing for the larger financing transactions in the region with the foreign banks, which have tended to have comparatively larger franchises, with greater infrastructure and resources with which to absorb capital costs, such as information technology system development. See further

"The United Arab Emirates Banking Sector and Regulation – Characteristics of the Banking System – Historic lack of consolidation".

If the Bank is unable to compete successfully, it could adversely impact the Bank's business, results of operations, financial condition and prospects.

A negative change in the Bank's credit rating could limit its ability to raise funding and may increase its borrowing costs

The Bank has a long-term foreign currency issuer default rating of AA- with stable outlook from Fitch, a long-term bank deposits rating of Aa3 with stable outlook from Moody's and an issuer credit rating of AA- with negative outlook from S&P. These ratings, which are intended to measure the Bank's ability to meet its debt obligations as they mature, are an important factor in determining the Bank's cost of borrowing funds.

There is no assurance that the ratings will remain in effect for any given period of time or that the ratings will not be lowered or withdrawn entirely if circumstances in the future so warrant. A downgrade of the Bank's credit ratings, or a negative change in their outlook, may:

- limit the Bank's ability to raise funding;
- increase the Bank's cost of borrowing; and
- limit the Bank's ability to raise capital,

each of which could adversely affect its business, financial condition and results of operations. Moreover, actual or anticipated changes in the Bank's credit rating may affect the market value of any Notes issued under the Programme.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. Ratings may not reflect the potential impact of all risks related to structure, market, the risk factors discussed in this section and others that may affect the value of any Notes issued under the Programme.

Any alteration to, or abolition of, the foreign exchange "peg" of the UAE dirham or other regional currencies at a fixed exchange rate to the U.S. dollar will expose the Bank to U.S. dollar foreign exchange movements against the UAE dirham or other such currencies

The Bank maintains its accounts, and reports its results, in UAE dirham. The UAE dirham has been pegged to the U.S. dollar since 22 November 1980 and remains pegged as at the date of this Base Prospectus. Additionally, the following oil producing GCC countries have their currencies pegged to the U.S. dollar as at the date of this Base Prospectus: the Kingdom of Saudi Arabia; the Sultanate of Oman; the Kingdom of Bahrain; and the State of Qatar. In response to the volatility of oil prices internationally through 2015, oil producing countries with currencies that had been traditionally pegged to the U.S. dollar, faced pressure to de-peg and, in certain cases, did de-peg their currencies. For example, Kazakhstan de-pegged the Kazakhstani tenge from the U.S. dollar on 20 August 2015, which was followed on 21 December 2015 by the removal of the U.S. dollar peg against the Azerbaijani manat.

There is a risk that additional countries may choose to unwind their existing currency peg to the U.S. dollar, both in the GCC and the wider region. While the long-term impacts of such actions are uncertain, it is likely that any such de-pegged currency would face a de-valuation against the U.S. dollar immediately post-removal of the peg. Given the levels of exposure amongst regional financial institutions to other pegged currencies, it is also likely that such currency de-valuation(s) would pose a

systemic risk to the regional banking systems in the UAE and across the wider GCC, thereby impacting the open cross-currency positions held by regional banks, including the Bank.

While the UAE Central Bank has re-iterated its intention to retain the UAE dirham peg against the U.S. dollar, there can be no assurance that the UAE dirham will not be de-pegged in the future or that the existing peg will not be adjusted in a manner that adversely affects the Bank's result of operations and financial condition. Additionally, any such de-pegging either in the UAE or across the wider region, particularly if such de-pegging is accompanied by the anticipated currency de-valuations against the U.S. dollar (as described above), could have an adverse effect on the Bank's business, results of operations, financial condition and prospects, and thereby affect the Bank's ability to perform its obligations in respect of any Notes issued under the Programme.

Tax changes in the GCC may have an adverse effect on the Bank

As at the date of this Base Prospectus, the Bank is not currently subject to corporation tax on its earnings within the UAE. However, investors should be aware that with effect from 1 January 2018, certain of the GCC states (including the UAE) have implemented a VAT regime at a rate of 5 per cent, with the remaining GCC states expected to implement VAT in 2021.

The UAE national legislation implementing this framework agreement was published on 23 August 2017 (UAE Federal Decree Law No. 8 of 2017) and, on 28 November 2017, the UAE Ministry of Finance published accompanying VAT implementing regulations.

On 11 May 2020, the government of the Kingdom of Saudi Arabia announced that the VAT rate in the Kingdom of Saudi Arabia would increase from 5 per cent. to 15 per cent. as of 1 July 2020. Also on 11 May 2020, the UAE Ministry of Finance stated that there were no immediate plans to increase the rate of VAT in the UAE.

The amendment of VAT and/or any future corporation tax regime which may be introduced in the GCC may have a material adverse effect on the Bank's business, results of operations and financial condition, which in turn could affect the Bank's ability to perform its obligations in respect of any Notes issued under the Programme.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Bank

The Bank may issue Notes which entitle the Bank to redeem such Notes prior to their maturity date at its option and at a price which may be less than the current market price of those Notes. An optional redemption feature of the Notes is likely to limit their market value. During any period when the Bank may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Bank may be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may

only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments that may be available at that time.

The Bank may elect to redeem the Notes prior to their maturity date in the event that the Bank would be obliged by the Conditions to pay additional amounts in respect of the Notes to cover any withholding or deduction required by applicable law. No assurance can be given that the UAE government will not implement new regulations or new legal interpretations of existing regulations relating to or affecting taxation which could result in the imposition of such a withholding or deduction.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/floating rate notes (respectively, "**Fixed Rate Notes**" and "**Floating Rate Notes**") may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market and the market value of such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (including the London interbank offered rate ("**LIBOR**") and the euro interbank offered rate ("**EURIBOR**")) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which, for these purposes, includes the United Kingdom). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things,

have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. The FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

Separately, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, any benchmark, including LIBOR and EURIBOR, will continue to be supported going forwards. This may cause any such benchmark to perform differently than it has done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark; and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that, if a benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference such benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes set out in the Conditions. Depending on the manner in which the rate of interest is to be determined under the Conditions, this may: (i) if ISDA Determination applies, be reliant upon the provision by reference banks of offered quotations which, depending on market circumstances, may not be available at the relevant time; or (ii) if Screen Rate Determination applies, result in the Rate of Interest being set by reference to a Successor Rate or an Alternative Reference Rate (both as defined in the Conditions) which may be determined by an Independent Adviser (as defined in the Conditions) or the Bank or lead to the effective application of a fixed rate based on the rate which applied in the previous period when the relevant benchmark was available, as further described below. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference a benchmark.

The Conditions provide that, where the relevant Final Terms specifies that Condition 8(g)(1) (*Independent Adviser*) is applicable, there are certain fallback arrangements in the event that a Benchmark Event (as defined in the Conditions) occurs, including if an original Reference Rate (as defined in the Conditions) and/or any page on which an original Reference Rate may be published, becomes unavailable, or if the Bank, the Calculation Agent, any Paying Agent or any other party

responsible for the calculation of the Rate of Interest (as specified in the relevant Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes)) is no longer permitted lawfully to calculate interest on any Notes by reference to such an original Reference Rate under the Benchmarks Regulation or otherwise. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Reference Rate, with or without the application of an Adjustment Spread (as defined in the Conditions) and may include amendments to the Conditions to ensure the proper operation of the successor or replacement benchmark, all as determined by an Independent Adviser, acting in good faith and following consultation with the Bank, or the Bank (acting in good faith and in a commercially reasonable manner), as applicable, and without the requirement for the consent or sanction of Noteholders. An Adjustment Spread, if applied, is (i) the spread, formula or methodology which is formally recommended in relation to the replacement of the original Reference Rate with the Successor Rate by any Relevant Nominating Body (as defined in the Conditions) (which may include a relevant central bank, supervisory authority or group of central banks/supervisory authorities), (ii) if no such recommendation has been made, or in the case of an Alternative Reference Rate, the spread, formula or methodology which the Independent Adviser (following consultation with the Bank) determines is customarily applied to the relevant Successor Rate or the Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the original Reference Rate, or (iii) if the Independent Adviser (following consultation with the Bank) determines that no such spread is customarily applied, the spread, formula or methodology which the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate, as the case may be. Accordingly, the application of an Adjustment Spread may result in the Notes performing differently (which may include payment of a lower Rate of Interest) than they would do if the original Reference Rate were to continue to apply in its current form. If no Adjustment Spread can be determined, a Successor Rate or Alternative Reference Rate may nonetheless be used to determine the Rate of Interest. The use of a Successor Rate or Alternative Reference Rate (including with the application of an Adjustment Spread) will still result in any Notes linked to or referencing an original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Reference Rate is determined, the ultimate fallback for the purposes of the calculation of the Rate of Interest for the relevant immediately following Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates, the involvement of an Independent Adviser and the potential for further regulatory developments there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Where the relevant Final Terms specifies that Condition 8(g)(1) (*ARRC*) is applicable, if the Bank determines that a Benchmark Transition Event and its related Benchmark Replacement Date (each as defined in the Conditions) has occurred, the then-current Benchmark will be replaced by a Benchmark Replacement (determined by the Bank in accordance with the Conditions) for all purposes relating to the relevant Notes in respect of all determinations on such date and for all determinations on all subsequent dates. The Bank will have to exercise its discretion to determine (or to elect not to determine) a Benchmark Replacement and, if applicable, a Benchmark Replacement Adjustment, in a situation in which it is presented with a conflict of interest.

The market continues to develop in relation to SONIA and the Secured Overnight Financing Rate ("SOFR") as reference rates for Floating Rate Notes

Investors should be aware that the market continues to develop in relation to risk free rates, such as SONIA and SOFR, as reference rates in the capital markets for sterling or U.S. dollar bonds, as applicable, and their adoption as alternatives to the relevant interbank offered rates. In addition, market participants and relevant working groups are exploring alternative reference rates based on risk free rates, including term SONIA and SOFR reference rates (which seek to measure the market's forward expectation of an average SONIA or SOFR rate over a designated term). The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Conditions and used in relation to Floating Rate Notes that reference a risk free rate issued under this Base Prospectus. Interest on Notes which reference a risk free rate is only capable of being determined immediately prior to or on the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk free rates to reliably estimate the amount of interest which will be payable on such Notes. Further, if the Notes become due and payable under Condition 14 (*Events of Default*), the Rate of Interest payable shall be determined on the date the Notes became due and payable and shall not be reset thereafter. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes. Investors should consider these matters when making their investment decision with respect to any such Floating Rate Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

The Bank's obligations under Subordinated Notes are subordinated

The Bank's obligations under Subordinated Notes (as defined in the Conditions) issued by it will be unsecured and subordinated and, upon the occurrence of any winding up proceedings with respect to the Bank, will rank junior in priority of payment of obligations owed to Senior Creditors of the Bank. "**Senior Creditors**" means all creditors of the Bank (including depositors) other than creditors in respect of indebtedness where, by the terms of such indebtedness, the claims of the holders of that indebtedness rank or are expressed to rank *pari passu* with, or junior to, the claims of the holders of the Subordinated Notes. In addition, Condition 5(b) (*Status – Status of the Subordinated Notes*) requires each holder of Subordinated Notes unconditionally and irrevocably to waive any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of its Subordinated Notes.

Risks relating to Notes denominated in Renminbi

Notes denominated in Renminbi ("**RMB Notes**") may be issued under the Programme. RMB Notes contain particular risks for potential investors, including:

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of RMB Notes

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar.

However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items are being adjusted from time to time to match the policies of the PRC Government.

Although, the People's Bank of China (the "**PBoC**") has implemented policies improving accessibility to Renminbi to settle cross-border transactions in the past, there is no assurance that the PRC Government will liberalise control over cross-border remittance of Renminbi in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. Despite the Renminbi internationalisation pilot programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Bank to source Renminbi to finance its obligations under RMB Notes.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the RMB Notes and the Bank's ability to source Renminbi outside the PRC to service RMB Notes

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

While the PBoC has entered into agreements (the "**Settlement Arrangements**") on the clearing of Renminbi business with financial institutions (the "**Renminbi Clearing Banks**") in a number of financial centres and cities, including, but not limited to, Hong Kong, has established the Cross-Border Inter-Bank Payments System (CIPS) to facilitate cross-border Renminbi settlement and is further in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC, although the PBoC has gradually allowed participating banks to access the PRC's onshore inter-bank market for the purchase and sale of Renminbi. The Renminbi Clearing Banks only have limited access to onshore liquidity support from the PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In cases where the participating banks cannot source sufficient Renminbi through the above channels, they will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Notes. To the extent the Bank is required to source Renminbi in the offshore

market to service the RMB Notes, there is no assurance that the Bank will be able to source such Renminbi on satisfactory terms, if at all.

Investment in RMB Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. The PBoC has in recent years implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made in Renminbi with respect to the RMB Notes unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the RMB Notes in that foreign currency will decline.

Investment in the RMB Notes is subject to currency risk

If the Bank is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Notes as a result of an RMB Currency Event (as defined in the Conditions), the Bank shall be entitled, on giving notice as soon as practicable to the investors in accordance with the Conditions stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed in relation thereto, to settle any such payment in the Relevant Currency (as specified in the relevant Final Terms) converted using the Spot Rate for the relevant Rate Calculation Date (as defined in the Conditions) of any such interest or principal, as the case may be.

Investment in RMB Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As the RMB Notes may carry a fixed interest rate, the trading price of the RMB Notes will consequently vary with the fluctuations in the Renminbi interest rates. If a holder of RMB Notes tries to sell such RMB Notes before their maturity, they may receive an offer that is less than the amount invested.

Payments in respect of RMB Notes will only be made to investors in the manner specified in such RMB Notes

Except in the limited circumstances stipulated in Conditions 11(k) and 12(d), all payments to investors in respect of the RMB Notes will be made solely: (i) for so long as the RMB Notes are represented by global certificates held with the common depositary, for Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or in the RMB Settlement Centre(s), if so specified in the relevant Final Terms; (ii) for so long as the RMB Notes are represented by global certificates, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and procedures; or (iii) for so long as the RMB Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or in the RMB Settlement Centre(s), if so specified in the relevant Final Terms, in accordance with prevailing rules and regulations. Other than as described in the Conditions, the Bank cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

Gains on the transfer of the RMB Notes may become subject to income taxes under PRC tax laws

Under the *PRC Enterprise Income Tax Law*, the *PRC Individual Income Tax Law* and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of RMB Notes by non-PRC resident enterprise or individual holders may be subject to PRC enterprise income tax ("**EIT**") or PRC individual income tax ("**IIT**") if such gain is regarded as income derived from sources within the PRC. The *PRC Enterprise Income Tax Law* levies EIT at the rate of 20 per cent. of the PRC-sourced gains derived by such non-PRC resident enterprise from the transfer of RMB Notes but its implementation rules have reduced the EIT rate to 10 per cent. The *PRC Individual Income Tax Law* levies IIT at a rate of 20 per cent. of the PRC-sourced gains derived by such non-PRC resident individual holder from the transfer of the RMB Notes.

However, uncertainty remains as to whether the gain realised from the transfer of RMB Notes by non-PRC resident enterprise or individual holders would be treated as income derived from sources within the PRC and thus become subject to EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the *PRC Enterprise Income Tax Law*, the *PRC Individual Income Tax Law* and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for avoidance of double taxation, holders who are residents of Hong Kong, including enterprise holders and individual holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the Notes.

Therefore, if enterprise or individual resident holders which are non-PRC residents are required to pay PRC income tax on gains derived from the transfer of RMB Notes, unless there is an applicable tax treaty between the PRC and the jurisdiction in which such non-PRC enterprise or individual resident holders of RMB Notes reside that reduces or exempts the relevant EIT or IIT, the value of their investment in RMB Notes may be materially and adversely affected.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally or to pass resolutions in writing. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution, and including those Noteholders who voted in a manner contrary to the majority.

Change of law

The conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus nor whether any such change could adversely affect the ability of the Bank to make payments under the Notes.

Notes where denominations involve integral multiples: Definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination.

In such a case a holder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination would need to purchase an additional principal amount of Notes such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Notes. Noteholders should be aware that Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

If a Noteholder holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time, such Noteholder may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to at least a Specified Denomination in order to be eligible to receive a Definitive Note.

If Definitive Notes are issued, holders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Investors may experience difficulty in enforcing arbitration awards and foreign judgments in Abu Dhabi

The payments under the Notes are dependent upon the Bank making payments to investors in the manner contemplated under the Notes. If the Bank fails to do so, it may be necessary for an investor to bring an action against the Bank to enforce its obligations and/or to claim damages, as appropriate, which may be costly and time-consuming.

Under current Abu Dhabi law, the Abu Dhabi courts are unlikely to enforce an English court judgment without re-examining the merits of the claim and may not observe the parties' choice of English law as the governing law of the transaction. In the UAE, foreign law is required to be established as a question of fact and the interpretation of English law by a court in the UAE may not accord with the interpretation of an English court. In principle, courts in the UAE recognise the choice of foreign law if they are satisfied that an appropriate connection exists between the relevant transaction agreement and the foreign law which has been chosen. They will not, however, honour any provision of foreign law which is contrary to public policy, order or morals in the UAE, or to any mandatory law of, or applicable in, the UAE.

The UAE is a civil law jurisdiction and judicial precedents in Abu Dhabi have no binding effect on subsequent decisions. In addition, court decisions in Abu Dhabi are generally not recorded. These factors create greater judicial uncertainty than would be expected in other jurisdictions.

The Notes, the Agency Agreement (as defined in "*Terms and Conditions of the Notes*") and the Dealer Agreement (as defined in "*Subscription and Sale*") are governed by English law and the parties to such documents have agreed to refer any unresolved dispute in relation to such documents to arbitration under the Arbitration Rules of the London Court of International Arbitration in London, England (the "**LCIA Rules**") with an arbitral tribunal with its seat in London (or, subject to the exercise of an option to litigate given to certain parties (other than the Bank), the courts of England and Wales are stated to have jurisdiction to settle any disputes). Notwithstanding that an arbitral award may be obtained from an arbitral tribunal in London or that a judgment may be obtained in an English court, there is no assurance that the Bank has, or would at the relevant time have, assets in the United Kingdom against which such arbitral award or judgment could be enforced.

The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the "**New York Convention**") entered into force in the UAE on 19 November 2006. In the absence of any other multilateral or bilateral enforcement convention, an arbitration award rendered in London should be enforceable in the UAE in accordance with the terms of the New York Convention. Under the New York Convention, the UAE has an obligation to recognise and enforce foreign arbitration awards, unless the party opposing enforcement can prove one of the grounds under Article V of the New York

Convention to refuse enforcement, or the UAE courts find that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public policy of the UAE.

How the New York Convention provisions would be interpreted and applied by the UAE courts in practice and whether the UAE courts will enforce a foreign arbitration award in accordance with the New York Convention (or any other multilateral or bilateral enforcement convention), remains largely untested. This is reinforced by the lack of a system of binding judicial precedent in the UAE and the independent existence of different Emirates within the UAE, some with their own court systems, whose rulings may have no more than persuasive force cross border. Although there are examples of foreign arbitral awards being enforced in the UAE under the New York Convention, there are other cases where the enforcement of foreign arbitral awards have been refused, with, for example, the relevant judge confusing the requirements for the enforcement of domestic awards with the requirements for the enforcement of foreign awards under the UAE Federal Law No. 1 of 1992 as amended, or ignoring the provisions of Article 238 of Federal Law No. 11 of 1992 (as amended by Federal Law No. 30 of 2005) (the "**Law of Civil Procedure**"). Federal Cabinet Resolution No. 57 of 2018 (the "**Resolution**") governs the enforcement of foreign arbitral awards. The Resolution confirms that arbitral awards issued in a foreign state may be enforced in the UAE and that the conditions for enforcement of foreign arbitral awards set out in the New York Convention take precedence over the Resolution. There remains a risk that notwithstanding the Resolution or the terms of an applicable multilateral or bilateral enforcement convention, the UAE courts may in practice still consider and apply the grounds set out in Federal Law No. 6 of 2018 (the "**UAE Arbitration Law**") related to the enforcement of domestic arbitral awards (as provided in Articles 52 to 57 of the UAE Arbitration Law) to the enforcement of any non-UAE arbitral award. The UAE Arbitration Law and the Resolution are both new and it is unclear how they will be applied by the UAE courts in practice. Accordingly, there is a risk that a non-UAE arbitral award will be refused enforcement by the UAE courts.

Reliance on Euroclear and Clearstream, Luxembourg procedures

The Notes of each Tranche will be represented on issue by a Global Note that will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Global Note, investors will not be entitled to receive Notes in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the ownership interests in the Global Note. While the Notes of any Tranche are represented by the Global Note, investors will be able to trade their ownership interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

While the Notes of any Tranche are represented by the Global Note, the Bank will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of an ownership interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Bank has no responsibility or liability for the records relating to, or payments made in respect of, ownership interests in a Global Note.

Holders of ownership interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

Conflicts of interest – Calculation Agent

Potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

The Bank may appoint a Dealer as Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Calculation Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes issued under the Programme will (unless they are to be consolidated into a single series with any Notes previously issued) be new securities which may not be widely distributed and for which there is currently no active trading market. Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for the Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of the Notes.

In addition, Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date of this Base Prospectus), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Notes. Such lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the assets of the Bank. The Bank cannot predict if any of these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

Exchange rate risks and exchange controls

The Bank will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency.

These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls.

An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (1) the Investor's Currency equivalent yield on the Notes; (2) the Investor's Currency equivalent value of the principal payable on the Notes; and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time.

In general, European (including United Kingdom) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or the United Kingdom and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU and non-United Kingdom credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or United Kingdom-registered credit rating agency or the relevant non-EU and non-United Kingdom rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). If the status of the rating agency rating the Notes changes, European (including United Kingdom) regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European (including United Kingdom) regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

FINAL TERMS, PRICING SUPPLEMENTS AND DRAWDOWN PROSPECTUSES

In this section, the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Bank, the rights attaching to the Notes and the Bank's ability to make payments due under the Notes.

In relation to the different types of Notes which may be issued under the Programme, the Bank has endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained in the relevant Final Terms or, as applicable, the relevant Pricing Supplement, unless, in accordance with Article 23 of the Prospectus Regulation, any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus, in which case such information, together with all of the other necessary information in relation to the relevant Series of Notes (other than Exempt Notes), may be contained in a Drawdown Prospectus or a supplement to the Base Prospectus.

For a Tranche of Notes which is the subject of Final Terms or Pricing Supplement, the Final Terms or Pricing Supplement will, for the purposes of that Tranche only, supplement this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms will be the Conditions as supplemented by and to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Pricing Supplement or a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Pricing Supplement or Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Pricing Supplement or Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Pricing Supplement or Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be a single document containing the necessary information relating to the Bank and the relevant Notes.

FORMS OF THE NOTES

Words and expressions defined in "Terms and Conditions of the Notes" herein shall have the same meanings in this section.

Bearer Notes

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**") without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**") without interest coupons, in each case as specified in the relevant Final Terms, or Pricing Supplement, as the case may be. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

So long as the Notes are represented by a Temporary Global Note or Permanent Global Note and the relevant clearing system(s) so permit, the Notes may, if so specified in the relevant Final Terms, or Pricing Supplement, as the case may be, be tradeable only in a minimum authorised denomination of EUR100,000 and higher multiples of EUR1,000. In such a case, no Definitive Notes will be issued with a denomination above EUR199,000.

The relevant Final Terms, or Pricing Supplement, as the case may be, will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or substantially identical successor United States Treasury Regulation section, including, without limitation, substantially identical successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any substantially identical successor United States Treasury Regulation section, including, without limitation, substantially identical successor regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms, or Pricing Supplement, as the case may be, specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless, upon due certification, exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Bank shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership **provided that** in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms, or Pricing Supplement, as the case may be, specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable in whole, but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms, or Pricing Supplement, as the case may be, specifies the form of Note as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms, or Pricing Supplement, as the case may be), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 45 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have

under a deed of covenant dated 16 July 2020 (the "**Deed of Covenant**") executed by the Bank). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms, or Pricing Supplement, as the case may be, specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes.

The Permanent Global Note will be exchangeable in whole, but not in part, for Notes in definitive form ("**Definitive Notes**"):

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms, or Pricing Supplement, as the case may be; or
- (ii) at any time, if so specified in the relevant Final Terms, or Pricing Supplement, as the case may be; or
- (iii) if: (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and no successor clearing system is available; or (b) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

The exchange upon notice option described in paragraphs (i) and (ii) above should not be expressed to be applicable under Form of Notes in the relevant Final Terms, or Pricing Supplement, as the case may be, if the relevant Notes have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount. Furthermore, Notes should not be issued which have such denominations if such Notes are to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms, or Pricing Supplement, as the case may be), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 45 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not

been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Registered Notes

Subject as provided below in relation to Global Registered Notes, in respect of each Tranche of Notes issued in registered form, the Bank will deliver to each holder of such Notes an individual Registered Note and the name of the holder will be recorded in the register which the Bank shall procure to be kept by the Registrar. Registered Notes will be in substantially the forms (subject to amendment and completion) scheduled to a programme manual containing the forms of the Notes in global and definitive form and dated 16 July 2020 (the "**Programme Manual**"). Notes issued in registered form will not be represented upon issue by a Temporary Global Note and Registered Notes will not be exchangeable for Bearer Notes.

Registered Notes held in Euroclear and/or Clearstream, Luxembourg (or any other clearing system) will be represented by a global Registered Note (a "**Global Registered Note**") which will be registered in the name of a nominee for, and deposited with, a common depositary for Euroclear and Clearstream, Luxembourg (or such other relevant clearing system).

The Global Registered Note will become exchangeable in whole, but not in part, for individual Registered Notes (each an "**Individual Registered Note**"):

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms, or Pricing Supplement, as the case may be; or
- (ii) at any time, if so specified in the relevant Final Terms, or Pricing Supplement, as the case may be, as being at the option of such holder of a Global Registered Note upon such holder's request; or
- (iii) if: (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention permanently to cease business, and no successor clearing system is available; or (b) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

The exchange upon notice option described in paragraphs (i) and (ii) above should not be expressed to be applicable under Form of Notes in the relevant Final Terms, or Pricing Supplement, as the case may be, if the relevant Notes have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount. Furthermore, Notes should not be issued which have such denominations if such Notes are to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.

Whenever the Global Registered Note is to be exchanged for Individual Registered Notes, such Individual Registered Notes will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Individual Registered Notes (including, without limitation, the names and addresses of the persons in whose names the Individual Registered Notes are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note at the specified office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Registered Notes have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the terms of the Global Registered Note; or
- (b) any of the Notes evidenced by the Global Registered Note has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the holder of the Global Registered Note on the due date for payment in accordance with the terms of the Global Registered Note,

then the Global Registered Note (including the obligation to deliver Individual Registered Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such date (in the case of (b) above) and the holder will have no further rights thereunder (but without prejudice to the rights which the holder or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg (or any other relevant clearing system) as being entitled to interests in the Notes will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Global Registered Note became void, they had been the registered holders of Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear, Clearstream, Luxembourg or any other relevant clearing system (as the case may be).

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Final Terms, or Pricing Supplement, as the case may be, which supplement those terms and conditions.

Summary of provisions relating to the Notes in Global Form

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent below:

Payments: All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Bank in respect of the Notes. On each occasion on which a payment of principal or

interest is made in respect of the Global Note, the Bank shall procure that the payment is noted in a schedule thereto.

Payment Business Day: In the case of a Global Note, this shall be, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre, or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of the Global Registered Note will be made to the person shown as the holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

Exercise of put option: In order to exercise the option contained in Condition 10(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), the bearer of the Permanent Global Note or the holder of a Global Registered Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 10(c) (*Redemption and Purchase – Redemption at the option of the Bank*) in relation to only some of the Notes, the Permanent Global Note or Global Registered Note may be redeemed in part in the principal amount specified by the Bank in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 20 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note and the relevant Note or Notes is/are deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Clearing System Accountholders

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Bank to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Bank in respect of payments due under the Notes and such obligations of the Bank will be discharged by payment to the bearer of the Global Note.

Legend concerning U.S. persons

Any Notes (other than Temporary Global Notes) and any Coupons and Talons appertaining thereto where TEFRA D is specified in the relevant Final Terms, or Pricing Supplement, as the case may be, will bear a legend to the following effect:

"Any United States person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code of 1986, as amended."

The sections referred to in such legend provide that a U.S. person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as supplemented by the relevant Final Terms or, as applicable, the relevant Pricing Supplement (as defined below), will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of provisions relating to the Notes in Global Form" above.

In the case of a Tranche of Notes which will not be admitted to listing, trading on a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as amended) in the European Economic Area or the United Kingdom and/or quotation by any competent authority, stock exchange and/or quotation system ("**Exempt Notes**") and, accordingly, for which no base prospectus is required to be produced in accordance with Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"), a pricing supplement (a "**Pricing Supplement**") will be issued describing the final terms of such Tranche of Exempt Notes. Each reference in these terms and conditions to "**Final Terms**" shall, in the case of a Tranche of Exempt Notes, be read and construed as a reference to such Pricing Supplement unless the context requires otherwise.

1. Introduction

- (a) **Programme:** First Abu Dhabi Bank PJSC (the "**Bank**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.\$15,000,000,000 in aggregate principal amount of notes (the "**Notes**").
- (b) **Final Terms:** Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**") (other than a Tranche of Exempt Notes which is the subject of a Pricing Supplement). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as supplemented by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) **Agency Agreement:** The Notes are the subject of an amended and restated issue and paying agency agreement dated 16 July 2020 as amended or supplemented from time to time (the "**Agency Agreement**") between the Bank, Citibank N.A., London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Citigroup Global Markets Europe AG as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to each one of them.
- (d) **The Notes:** All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for inspection during normal business hours at the specified office of the Fiscal Agent, the initial specified office of which is set out in the Agency Agreement.
- (e) **Summaries:** Certain provisions of these Conditions are summaries of the Agency Agreement and are subject to its detailed provisions. The holders of the Notes (the

"**Noteholders**", which expression shall where appropriate, be deemed to include holders of Notes issued in bearer form ("**Bearer Notes**"), or in registered form ("**Registered Notes**"), the holders of related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**" respectively) and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Notes in bearer form of which the principal is payable in instalments) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices of the Paying Agent, or, if applicable, the Registrar, the initial Specified Offices of which are set out in the Agency Agreement.

2. Interpretation

- (a) **Definitions:** In these Conditions, the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Business Day**" means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (ii) in relation to any sum payable in a currency other than euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and
- (iii) in the case of Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settlement payments in the applicable RMB Settlement Centre(s) (as defined below);

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) "**Modified Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

- (iv) **"FRN Convention", "Floating Rate Convention" or "Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided that:**
- (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"Calculation Agent" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"Calculation Amount" has the meaning given in the relevant Final Terms;

"Coupon Sheet" means, in respect of a Note, a coupon sheet relating to the Note;

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**, as the same will be adjusted in accordance with any relevant Business Day Convention), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if **"Actual/Actual (ICMA)"** is so specified, means:
- (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) where the Calculation Period is longer than one Regular Period, the sum of:
 - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (I) the actual number of days in such Regular

Period and (II) the number of Regular Periods in any year;
and

- (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (I) the actual number of days in such Regular Period and (II) the number of Regular Periods in any year;
- (ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if "**30/360**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M₂**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30; and

- (vi) if "**30E/360**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

"Early Redemption Amount (Tax)" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"Early Termination Amount" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"Extraordinary Resolution" has the meaning given in the Agency Agreement;

"Final Redemption Amount" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Fixed Coupon Amount" has the meaning given in the relevant Final Terms;

"Governmental Authority" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the applicable RMB Settlement Centre(s);

"Guarantee" means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

"Indebtedness" means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility;
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

"Interest Amount" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period (other than Adjusted Renminbi Fixed Rate Notes);

"Interest Commencement Date" means the Issue Date of the Notes or such other date as may be specified as the interest commencement date in the relevant Final Terms;

"Interest Determination Date" has the meaning given in the relevant Final Terms;

"Interest Payment Date" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"ISDA Definitions" means the 2006 ISDA Definitions or such other ISDA Definitions as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

"Issue Date" has the meaning given in the relevant Final Terms;

"London Banking Day" or "LBD" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"Margin" has the meaning given in the relevant Final Terms;

"Maturity Date" has the meaning given in the relevant Final Terms;

"Maximum Redemption Amount" has the meaning given in the relevant Final Terms;

"Minimum Redemption Amount" has the meaning given in the relevant Final Terms;

"Optional Redemption Amount (Call)" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Amount (Put)" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Date (Call)" has the meaning given in the relevant Final Terms;

"Optional Redemption Date (Put)" has the meaning given in the relevant Final Terms;

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"Permitted Reorganisation" means:

- (i) any solvent winding up or dissolution of a Principal Subsidiary where the remaining assets of such Principal Subsidiary are distributed to the Bank or any wholly-owned Subsidiary of the Bank;

- (ii) any disposal by any Subsidiary (including, but not limited to, on its solvent winding up) of the whole or a substantial part of its business, undertaking or assets to the Bank or any wholly-owned Subsidiary of the Bank;
- (iii) any amalgamation, consolidation or merger of a Subsidiary with any other Subsidiary or any other wholly-owned Subsidiary of the Bank; or
- (iv) any amalgamation, consolidation, restructuring, merger or reorganisation on terms previously approved by a modification made by Extraordinary Resolution of the Noteholders pursuant to Condition 18 (*Meetings of Noteholders; Modification and Waiver*);

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency provided that:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected by the Bank;

"Principal Subsidiary" means any Subsidiary of the Bank: (i) whose assets from time to time represent not less than 15 per cent. of the consolidated assets of the Bank, or whose revenues from time to time represent not less than 15 per cent. of the consolidated revenues of the Bank, as shown in the Bank's most recent audited consolidated annual financial statements (or, if more recent, consolidated interim financial statements); or (ii) to which is transferred all or substantially all of the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary;

"Put Option Notice" means a notice, in the form available from the Specified Office of the Paying Agent, or in the case of Registered Notes, the Registrar which must be delivered to the Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Put Option Receipt" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Rate Calculation Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in the applicable RMB Settlement Centre(s), London and the principal financial centre of the country of the Relevant Currency;

"Rate Calculation Date" means the day which is two Rate Calculation Business Days before the due date of the relevant payment under the Notes;

"Rate of Interest" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

"Record Date" has the meaning given to such term in Condition 12 (*Payments – Registered Notes*);

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

"Reference Banks" means the four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

"Reference Price" has the meaning given in the relevant Final Terms;

"Registered Notes" means Notes issued in registered form;

"Regular Period" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"Relevant Banking Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments generally in the place of presentation of the relevant Note or, as the case may be, Coupon or, in connection with the transfer of Registered Notes only, the place of the Specified Office of the Registrar;

"Relevant Currency" has the meaning given in the relevant Final Terms;

"Relevant Date" means, in relation to any payment, whichever is the later of: (i) the date on which the payment in question first becomes due; and (ii) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full

amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 20 (*Notices*);

"Relevant Financial Centre" has the meaning given in the relevant Final Terms;

"Relevant Indebtedness" means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other similar instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market);

"Relevant Screen Page" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"Relevant Time" has the meaning given in the relevant Final Terms;

"Renminbi", "RMB" or "CNY" means the lawful currency for the time being of the People's Republic of China (the **"PRC"**), which, for these purposes, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan;

"Reserved Matter" means: (i) any proposal to change any date fixed for payment of principal or interest in respect of the Notes; (ii) to reduce the amount of principal or interest payable on any date in respect of the Notes; (iii) to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment (other than, in the case of this limb (iii) only, any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Notes); (iv) to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"RMB Currency Events" means, with respect to any Notes where the Relevant Currency is Renminbi, any one of RMB Illiquidity, RMB Non-Transferability and RMB Inconvertibility;

"RMB Illiquidity" means the general RMB exchange market in the applicable RMB Settlement Centre(s) becomes illiquid as a result of which the Bank cannot obtain sufficient RMB in order to make a payment under the Notes, as determined by the Bank in a commercially reasonable manner following consultation with two independent foreign exchange dealers of international repute active in the RMB exchange market in the applicable RMB Settlement Centre(s);

"RMB Inconvertibility" means the occurrence of any event that makes it impossible for the Bank to convert any amount due in respect of the Notes into RMB on any payment date in the general RMB exchange market in the applicable RMB Settlement Centre(s), other than where such impossibility is due solely to the failure of the Bank to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche

of the relevant Series and it is impossible for the Bank, due to an event beyond its control, to comply with such law, rule or regulation);

"RMB Non-Transferability" means the occurrence of any event that makes it impossible for the Bank to deliver RMB between accounts inside the applicable RMB Settlement Centre(s) or from an account inside the applicable RMB Settlement Centre(s) to an account outside the applicable RMB Settlement Centre(s) (including where the RMB clearing and settlement system for participating banks in the applicable RMB Settlement Centre(s) is disrupted or suspended), other than where such impossibility is due solely to the failure of the Bank to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Bank, due to an event beyond its control, to comply with such law, rule or regulation);

"RMB Settlement Centre(s)" means the financial centre(s) specified as such in the relevant Final Terms in accordance with applicable laws and regulations. If no RMB Settlement Centre is specified in the relevant Final Terms, the RMB Settlement Centre shall be deemed to be Hong Kong;

"Security Interest" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"Specified Currency" has the meaning given in the relevant Final Terms;

"Specified Denomination(s)" has the meaning given in the relevant Final Terms;

"Specified Office" has the meaning given in the Agency Agreement;

"Specified Period" has the meaning given in the relevant Final Terms;

"Spot Rate" means the spot RMB/Relevant Currency exchange rate for the purchase of the Relevant Currency with Renminbi in the over-the-counter Renminbi exchange market in the applicable RMB Settlement Centre(s) for settlement in two Rate Calculation Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (local time at the applicable RMB Settlement Centre(s)) on the Rate Calculation Date, on a deliverable basis by reference to the Relevant Spot Rate Screen Page (Deliverable Basis) (as specified in the relevant Final Terms), or, if no such rate is available, on a non-deliverable basis by reference to the Relevant Spot Rate Screen Page (Non-deliverable Basis) (as specified in the relevant Final Terms). If neither rate is available, the Calculation Agent shall determine the rate taking into consideration all available information which the Calculation Agent deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in the applicable RMB Settlement Centre(s) or elsewhere and the RMB/Relevant Currency exchange rate in the PRC domestic foreign exchange market;

"Subsidiary" means, in relation to any Person (the **"first Person"**) at any particular time, any other Person (the **"second Person"**):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"Talon" means a talon for further Coupons;

"TARGET2" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"TARGET Settlement Day" means any day on which TARGET2 is open for the settlement of payments in euro; and

"Zero Coupon Note" means a Note specified as such in the relevant Final Terms.

(b) **Interpretation:** In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 13 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;
- (vii) if an expression is stated in Condition 2(a) (*Interpretation – Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Notes; and
- (viii) any reference to the Agency Agreement and/or the Deed of Covenant shall be construed as a reference to the Agency Agreement and/or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. **Form, Denomination and Title**

- (a) **Notes in Bearer Form:** Bearer Notes are issued in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue and may be held in holdings equal to the minimum denomination specified in the

relevant Final Terms and integral multiples in excess thereof. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination. Title to Bearer Notes and Coupons will pass by delivery. The holder of any Bearer Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder. All Definitive Notes will be serially numbered, with coupons, if any, attached.

- (b) **Notes in Registered Form:** Registered Notes are issued in the Specified Denomination and may be held in holdings equal to the minimum denomination specified in the relevant Final Terms and integral multiples in excess thereof. The holder of each Registered Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Registered Note relating thereto (other than the endorsed form of transfer) or any previous loss or theft of such Registered Note) and no Person shall be liable for so treating such holder. Title to Registered Notes will pass by transfer and registration in the register which the Bank shall procure to be kept by the Registrar. All individual Registered Notes will be numbered serially with an identity number which will be recorded in the register.
- (c) The Notes are either senior notes or subordinated notes, as indicated in the relevant Final Terms ("**Senior Notes**" and "**Subordinated Notes**", respectively).

4. **Transfers of Registered Notes**

- (a) **Transfers of Registered Notes:** A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (**provided that** such part is, or is an integral multiple of, the minimum denomination specified in the Final Terms) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.
- (b) **Issue of new Registered Notes:** Each new Registered Note to be issued upon the transfer of a Registered Note will, within five Relevant Banking Days of the day on which such Note was presented for transfer, be available for collection by each relevant holder at the Specified Office of the Registrar or, at the option of the holder requesting such transfer, be mailed (by uninsured post at the risk of the holder(s) entitled thereto) to such address(es) as may be specified by such holder. For these purposes, a form of transfer received by the Registrar or the Fiscal Agent after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar or the Fiscal Agent until the day following the due date for such payment.
- (c) **Charges for transfer or exchange:** The issue of new Registered Notes on transfer will be effected without charge by or on behalf of the Bank, the Fiscal Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Bank, the Fiscal Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

- (d) **Closed Periods:** Holders of Registered Notes may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.

5. Status

- (a) **Status of the Senior Notes:** The Senior Notes and any related coupons constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 6 (*Negative Pledge*)) unsecured obligations of the Bank which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Bank, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
- (b) **Status of the Subordinated Notes:** The Subordinated Notes and any related Coupons constitute direct, conditional (as described below) and unsecured obligations of the Bank and rank *pari passu* among themselves.

The payment obligations of the Bank in respect of the Subordinated Notes (whether on account of principal, interest or otherwise) will be subordinated to all unsubordinated payment obligations of the Bank in the manner described below but will rank *pari passu* with all other subordinated payment obligations of the Bank which do not rank or are not expressed by their terms to rank junior to the payment obligations under the Subordinated Notes and in priority to all claims of shareholders of the Bank. The rights of the holders of Subordinated Notes against the Bank are subordinated in right of payment to the claims of all Senior Creditors of the Bank and, accordingly, payments in respect of the Subordinated Notes (whether on account of principal, interest or otherwise) by the Bank are conditional upon the Bank being solvent at the time of such payment and no payment shall be payable by the Bank in respect of the Subordinated Notes, except to the extent that the Bank could make such payment and any other payment required to be made to a creditor in respect of indebtedness which ranks or is expressed to rank *pari passu* with the Subordinated Notes and still be solvent immediately thereafter. For this purpose, the Bank shall be solvent if: (i) it is able to pay its debts as they fall due; and (ii) its assets exceed its liabilities, and "**Senior Creditors**" shall mean creditors of the Bank (including depositors) other than creditors in respect of indebtedness where, by the terms of such indebtedness, the claims of the holders of that indebtedness rank or are expressed to rank *pari passu* with, or junior to, the claims of the Noteholders.

Each holder of a Subordinated Note unconditionally and irrevocably waives any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Note. No collateral is or will be given for the payment obligations under the Subordinated Notes and any collateral that may have been or may in the future be given in connection with other indebtedness of the Bank shall not secure the payment obligations of the Bank in respect of the Subordinated Notes.

6. Negative Pledge

This Condition 6 (*Negative Pledge*) only applies to Senior Notes.

So long as any Note remains outstanding, the Bank shall not, and shall procure that none of its Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness of the Bank or Guarantee (by the Bank) of Relevant Indebtedness of

others, other than a Permitted Security Interest, without: (a) at the same time or prior thereto securing the Notes equally and rateably therewith; or (b) providing such other security for the Notes as may be approved by an Extraordinary Resolution of Noteholders.

In this Condition:

"Indebtedness" means any present or future indebtedness of any person for or in respect of any money borrowed or raised including (without limitation) any liability arising under bonds, sukuk or other securities or any moneys raised under any transaction having the commercial effect of borrowing or raising money including any *Shari'a*-compliant alternative of the foregoing;

"Non recourse Project Financing" means any Indebtedness incurred in connection with the financing of all or part of the costs of the acquisition, construction or development of any project, provided that: (i) any Security Interest given by the Bank or the relevant Subsidiary is limited solely to assets of the project; (ii) the Person or Persons providing such financing expressly agrees to limit their recourse to the project financed and the revenues derived from such project as the principal source of repayment for the moneys advanced; and (iii) there is no other recourse to the Bank or the relevant Subsidiary in respect of any default by any Person under the financing; and

"Permitted Security Interest" means, for the purposes of this Condition 6 (*Negative Pledge*):

- (i) any Security Interest created or outstanding with the approval of an Extraordinary Resolution;
- (ii) any Security Interest arising by operation of law, **provided that** such Security Interest is discharged within 30 days of arising;
- (iii) any Security Interest arising in the ordinary course of banking transactions (such as sale and repurchase transactions and share, loan and bonding lending transactions) **provided that** the Security Interest is limited to the assets which are the subject of the relevant transaction;
- (iv) any Security Interest on assets or property existing at the time the Bank or any Subsidiary acquired such assets or property provided that such Security Interest was not created in contemplation of such acquisition and does not extend to other assets or property (other than proceeds of such acquired assets or property), **provided that** the maximum amount of Indebtedness thereafter secured by such Security Interest does not exceed the purchase price of such property or the Indebtedness incurred solely for the purpose of financing the acquisition of such property;
- (v) any Security Interest securing Indebtedness of a Person and/or its Subsidiaries existing at the time that such Person is merged into or consolidated with the Bank or a Subsidiary, **provided that** such Security Interest was not created in contemplation of such merger or consolidation and does not extend to any other assets or property of the Bank or any Subsidiary;
- (vi) any Security Interest created in connection with any Non recourse Project Financing;
- (vii) any other Security Interest provided that the aggregate outstanding amount secured by that Security Interest and any other Security Interest permitted to be created and in effect under this Condition 6 (*Negative Pledge*) does not, at any time, exceed 10 per cent. of the aggregate share capital and reserves of the Bank as shown in its most recent

audited consolidated (if then prepared by the Bank) or non consolidated (if consolidated financial statements are not then prepared by the Bank) financial statements prepared in accordance with International Financial Reporting Standards;

- (viii) any Security Interest existing on the date on which agreement is reached to issue the first Tranche of the Notes; and
- (ix) any renewal of or substitution for any Security Interest permitted by any of subparagraphs (i) to (viii) above (inclusive) so long as the Relevant Indebtedness secured by such Security Interest is for an amount not materially greater than the principal (and any capitalised interest and fees) of such Relevant Indebtedness and the Security Interest does not extend to any additional property or assets (other than the proceeds of such assets).

7. Fixed Rate Note Provisions

- (a) **Application:** This Condition 7 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note provisions are specified in the relevant Final Terms as being applicable.
- (b) **Accrual of interest:** The Notes (other than where the Specified Currency is Renminbi and the relevant Final Terms specifies a Business Day Convention to be applicable) bear interest from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*) and Condition 12 (*Payments – Registered Notes*), as applicable. In the case of a Fixed Rate Note where the relevant Final Terms specifies a Business Day Convention to be applicable, each Interest Payment Date (and, if so specified in the relevant Final Terms, the relevant Calculation Period) will be adjusted (if required) in accordance with the relevant Business Day Convention. Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (*Fixed Rate Note Provisions*) (after as well as before judgment) until whichever is the earlier of: (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

Where the Specified Currency of a Fixed Rate Note is Renminbi and the relevant Final Terms specifies a Business Day Convention to be applicable (each an "**Adjusted Renminbi Fixed Rate Note**"), that Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. For this purpose, unless otherwise specified in the relevant Final Terms, "**Interest Payment Date**" means the Interest Payment Date(s) specified as such in the relevant Final Terms as adjusted in accordance with the applicable Business Day Convention. The amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such Interest Payment Date will be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of that Adjusted Renminbi Fixed Rate Note by the applicable Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005 being rounded upwards. Each such calculation will be made by the Calculation Agent. For this purpose, "**Fixed Interest Period**" means the

period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

- (c) **Fixed Coupon Amount:** The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) **Calculation of interest amount:** The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified and in respect of the Calculation Periods relating to Adjusted Renminbi Fixed Rate Notes shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

8. Floating Rate Note Provisions

- (a) **Application:** This Condition 8 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable.
- (b) **Accrual of interest:** The Notes bear interest from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*) and Condition 12 (*Payments – Registered Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8(b) (*Floating Rate Note Provisions – Accrual of interest*) (as well after as before judgment) until whichever is the earlier of: (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) **Screen Rate Determination for Floating Rate Notes not Referencing SOFR or SONIA:** If Screen Rate Determination not Referencing SOFR or SONIA is specified in the relevant Final Terms for Notes not referencing SOFR or SONIA as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:
 - (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page (or such replacement page on that service which displays the information) as of the Relevant Time on the relevant Interest Determination Date;

- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page (or such replacement page on that service which displays the information) as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, and provided further that such failure is not due to the occurrence of a Benchmark Event, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

If the Rate of Interest cannot be determined because of the occurrence of a Benchmark Event, the Rate of Interest shall be calculated in accordance with the terms of Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*).

In the Conditions, "**Reference Rate**" means one of the following benchmark rates (as specified in the relevant Final Terms) in respect of the currency and period specified in the relevant Final Terms:

- (i) Euro interbank offered rate ("**EURIBOR**");
- (ii) London interbank bid rate ("**LIBID**");
- (iii) London interbank offered rate ("**LIBOR**");
- (iv) London interbank mean rate ("**LIMEAN**");
- (v) Shanghai interbank offered rate ("**SHIBOR**");

- (vi) Hong Kong interbank offered rate ("**HIBOR**");
 - (vii) Singapore interbank offered rate ("**SIBOR**");
 - (viii) Emirates interbank offered rate ("**EIBOR**");
 - (ix) Saudi Arabia interbank offered rate ("**SAIBOR**");
 - (x) Australia Bank Bill Swap ("**BBSW**");
 - (xi) Japanese Yen LIBOR ("**JPY LIBOR**");
 - (xii) Prague interbank offered rate ("**PRIBOR**");
 - (xiii) CNH Hong Kong interbank offered rate ("**CNH HIBOR**");
 - (xiv) Turkish Lira interbank offered rate ("**TRLIBOR**" or "**TRYLIBOR**");
 - (xv) Tokyo interbank offered rate ("**TIBOR**");
 - (xvi) British pound sterling LIBOR ("**GBP LIBOR**");
 - (xvii) Swiss franc LIBOR ("**CHF LIBOR**");
 - (xviii) Mumbai interbank offered rate ("**MIBOR**");
 - (xix) New Zealand bank bill benchmark ("**BKBM**");
 - (xx) SONIA; and
 - (xxi) SOFR.
- (d) ***Screen Rate Determination for Floating Rate Notes Referencing SOFR or SONIA (other than where in the relevant Final Terms the Reference Rate is specified as being SONIA and the Calculation Method is specified as being "SONIA Index"):***

Where Screen Rate Determination Referencing SOFR or SONIA is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SONIA (other than where the Calculation Method is specified as being "SONIA Index") or SOFR:

- (i) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Period will, subject as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

"Compounded Daily Reference Rate" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will

be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{r_i - pBD \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

"Applicable Period" means,

- (a) where **"Lag"**, **"Lock-out"** or **"Payment Delay"** is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; and
- (b) where **"Observation Shift"** is specified as the Observation Method in the relevant Final Terms, the Observation Period relating to such Interest Period;

"Business Day" or **"BD"**, in this Condition means (i) where **"SOFR"** is specified as the Reference Rate, a U.S. Government Securities Business Day or (ii) where **"SONIA"** is specified as the Reference Rate, a London Banking Day;

"D" is the number specified in the relevant Final Terms;

"d" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period;

"d₀" means, for the relevant Applicable Period, the number of Business Days in such Applicable Period;

"Effective Interest Payment Date" means any date or dates specified as such in the relevant Final Terms;

"i" means, for the relevant Applicable Period, a series of whole numbers from one to d₀, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Applicable Period;

"Lock-out Period" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"n_i", for any Business Day "i" in the Applicable Period, means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"New York Fed's Website" means the website of the Federal Reserve Bank of New York currently at <http://www.newyorkfed.org>, or any successor website of the Federal Reserve Bank of New York;

"Observation Period" means, in respect of an Interest Period, the period from and including the date falling "p" Business Days prior to the first day of the relevant Interest Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"p" means, for any Interest Period:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified two Business Days);
- (b) where "Lock-out" or "Payment Delay" is specified as the Observation Method in the relevant Final Terms, zero; or
- (c) where "Observation Shift" or "SOFR Index" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (which shall not be less than two Business Days without the consent of the Calculation Agent);

"r" means:

- (a) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and either "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;
- (b) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and either "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;
- (c) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:
 - (i) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and
 - (ii) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date);
- (d) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

- (i) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and
 - (ii) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date);
- (e) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Payment Delay" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day, provided however that, in the case of the last Interest Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "r" shall be the SONIA rate in respect of the Rate Cut-off Date; and
- (f) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Payment Delay" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day, provided however that, in the case of the last Interest Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "r" shall be the SOFR in respect of the Rate Cut-off Date:

"Rate Cut-off Date" has the meaning given in the relevant Final Terms;

"Reference Day" means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

" r_{i-pBD} " means the applicable Reference Rate as set out in the definition of "r" above for, (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, (ii) otherwise, the relevant Business Day "i";

"SOFR" means, in respect of any Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00 p.m. (New York City Time) on the Business Day immediately following such Business Day (the **"SOFR Determination Time"**);

"SONIA" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day; and

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities:

- (ii) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Weighted Average", the Rate of Interest for each Interest Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

"Lock-out Period" has the meaning set out in paragraph (i) above;

"Observation Period" has the meaning set out in paragraph (i) above;

"Reference Day" has the meaning set out in paragraph (i) above;

"Weighted Average Reference Rate" means:

- (A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and
 - (B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day;
- (iii) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "SOFR Index", the Rate of Interest for each Interest Period will, subject as provided below, be the SOFR Index Reference Rate (as defined below) plus or minus (as indicated in

the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

"**SOFR Averages**" shall mean the computation bearing the same name as published on the New York Fed's Website;

"**SOFR Index**" with respect to any U.S. Government Securities Business Day, means:

- (a) the SOFR Index value as published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) as such index appears on the New York Fed's Website at 5.00 p.m. (New York City time) on such U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or
- (b) if a SOFR Index value does not so appear as specified in (i) above at the SOFR Determination Time, then:
 - (i) if a Benchmark Event has not occurred, the SOFR Index Reference Rate shall be the SOFR Index Unavailable value; or
 - (ii) if a Benchmark Event has occurred, then the SOFR Index Reference Rate shall be the rate determined pursuant to Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*);

"**SOFR Index_{End}**" is the SOFR Index value for the day which is "p" U.S. Government Securities Business Days preceding the Interest Payment Date relating to such Interest Period;

"**SOFR Index Reference Rate**" means:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

where "d_c" is the number of calendar days from (and including) SOFR Index_{Start} to (but excluding) SOFR Index_{End} (the number of calendar days in the relevant Observation Period);

"**SOFR Index_{Start}**" is the SOFR Index value for the day which is "p" U.S. Government Securities Business Days preceding the first date of the relevant Interest Period;

"**SOFR Index Unavailable**" means if a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated Interest Determination Date and a Benchmark Event has have not occurred, "SOFR Index Reference Rate" means, for the relevant Interest Period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR Averages, and definitions required for such formula, published on the New York Federal Reserve's Website at

<https://www.newyorkfed.org/markets/treasury-repo-reference-ratesinformation>;

For the purposes of this provision, references in the SOFR Averages compounding formula and related definitions to "calculation period" shall be replaced with "Observation Period" and the words "that is, 30-, 90-, or 180-calendar days" shall be removed. If the daily SOFR does not so appear for any day, "i" in the Observation Period, SOFR for such day "i" shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the New York Federal Reserve's Website;

- (iv) where "SONIA" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day, SONIA (as defined in paragraph (i) above) is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:
 - (A) (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (ii) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
 - (B) subject to Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*), if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, "r" shall be interpreted accordingly.

- (v) where "SOFR" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day (as defined in paragraph (i) above), the Reference Rate is not available, subject to Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*), such Reference Rate shall be the SOFR (as defined in paragraph (i) above) for the first preceding Business Day on which the SOFR was published on the New York Fed's Website (as defined in paragraph (i) above) and "r" shall be interpreted accordingly; and
- (vi) in the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*), the Rate of Interest shall be that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first

Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

If the relevant Series of Notes become due and payable in accordance with Condition 10 (*Redemption and Purchase*) or Condition 14 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

- (vii) For the purposes of this Condition 8(d) (*Floating Rate Note Provisions – Screen Rate Determination for Floating Rate Notes Referencing SOFR or SONIA (other than where in the relevant Final Terms the Reference Rate is specified as being SONIA and the Calculation Method is specified as being "SONIA Index")*):

If "Payment Delay" is specified in the relevant Final Terms as being applicable, all references in these Conditions to interest on the Notes being payable on an Interest Payment Date shall be read as references to interest on the Notes being payable on an Effective Interest Payment Date instead.

- (e) ***Screen Rate Determination for Floating Rate Notes where in the relevant Final Terms the Reference Rate is specified as being SONIA and the relevant Calculation Method is specified as being "SONIA Index":***

Where Screen Rate Determination Referencing SOFR or SONIA is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Reference Rate specified in the relevant Final Terms is SONIA, and the Calculation Method specified in the relevant Final Terms is "SONIA Index", the Rate of Interest for each Interest Period will be the Compounded Daily SONIA Rate for such Interest Period as determined by reference to the screen rate or index for compounded daily SONIA administered by the administrator of the SONIA reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant Interest Determination Date, as further specified in the relevant Final Terms (the "**SONIA Compounded Index**") and in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, plus or minus (as specified in the relevant Final Terms) the Margin (if any), all as determined and calculated by the Calculation Agent, where:

Compounded Daily SONIA Rate =

$$\left(\frac{\text{SONIA Compounded Index}_y}{\text{SONIA Compounded Index}_x} - 1 \right) \times \frac{365}{d}$$

where:

"x" denotes that the relevant SONIA Compounded Index is the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the first day of the relevant Interest Period;

"y" denotes that the relevant SONIA Compounded Index is the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the Interest Payment Date for such Interest Period, or such other date as when the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"d" is the number of calendar days from (and including) the day in relation to which x is determined to (but excluding) the day in relation to which y is determined; and

"**Relevant Number**" is as specified in the relevant Final Terms.

- (i) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions (unless the Calculation Agent has been notified of any Successor Rate or Alternative Reference Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*) below, if applicable), the Rate of Interest shall be determined in accordance with Condition 8(d)(iv).
- (ii) If the Notes become due and payable in accordance with Condition 14 (*Events of Default*), the final Rate of Interest shall be calculated for the Interest Period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 8(b) (*Floating Rate Note Provisions – Accrual of interest*).
- (f) **ISDA Determination:** If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either: (A) if the relevant Floating Rate Option is based on the **LIBOR** or on the **EURIBOR** for a currency, the first day of that Interest Period; or (B) in any other case, as specified in the relevant Final Terms.
- (g) **Benchmark Replacement**

- (1) *Independent Adviser*

Notwithstanding the other provisions of this Condition 8 (*Floating Rate Note Provisions*) but subject, in the case of Notes linked to SONIA, to Condition 8(d)(iv)(A) above or Condition 8(e) (*Floating Rate Note Provisions – Screen Rate Determination*

for Floating Rate Notes where in the relevant Final Terms the Reference Rate is specified as being SONIA and the relevant Calculation Method is specified as being "SONIA Index") above, as applicable, taking precedence, if the Bank, following consultation with the Calculation Agent, determines that a Benchmark Event has occurred in relation to the relevant Reference Rate specified in the relevant Final Terms when any Rate of Interest (or the relevant component part thereof) remains to be determined by such Reference Rate, then the following provisions shall apply (other than where in the relevant Final Terms "Condition 8(g)(2) (ARRC) is applicable" is specified for the Benchmark Replacement fall back):

- (i) the Bank shall use its reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine no later than five Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-Off Date**"), a Successor Rate or, alternatively, if there is no Successor Rate, an Alternative Reference Rate and, in either case, an Adjustment Spread for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (ii) if (A) the Bank is unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by the Bank fails to determine a Successor Rate or, failing which, an Alternative Reference Rate and, in either case, an Adjustment Spread in accordance with this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*) prior to the relevant IA Determination Cut-Off Date, then the Bank (acting in good faith and in a commercially reasonable manner) may elect to determine the Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in either case, an Adjustment Spread itself for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes or, if applicable, any Benchmark Amendments, to ensure the proper operation of such Successor Rate or Alternative Reference Rate and/or (in either case) the applicable Adjustment Spread (with the relevant provisions in this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*) applying *mutatis mutandis* to allow such determinations to be made by the Bank without consultation with the Independent Adviser);
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods in respect of such Notes (subject to the subsequent operation of, and to adjustment as provided in, this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*));
- (iv) the Adjustment Spread (or the formula or methodology for determining the Adjustment Spread), shall be applied to the Successor Rate or the Alternative Reference Rate (as the case may be);
- (v) if any Successor Rate, Alternative Reference Rate or Adjustment Spread is determined in accordance with this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*) and the Independent Adviser (following consultation with the Bank) or the Bank (acting in good faith and in a commercially reasonable manner), as applicable, determines: (A) that amendments to these Conditions (including, without limitation, amendments

to the definitions of Day Count Fraction, Business Day, Business Day Convention, Interest Determination Date or Relevant Screen Page) are necessary to ensure the proper operation of such Successor Rate, Alternative Reference Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**"); and (B) the terms of the Benchmark Amendments, then, at the direction and expense of the Bank and subject to delivery of a notice in accordance with Condition 8(g)(vi): (x) the Bank shall vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice; and (y) the Agents shall (at the Bank's expense), without any requirement for the consent or sanction of Noteholders, be obliged to concur with the Bank in effecting such Benchmark Amendments.

For the avoidance of doubt, no Agent shall be liable to the Noteholders or any other person for so acting or relying on such notice, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such Noteholder or person;

- (vi) the Bank shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable) and the specific terms of any Benchmark Amendments, give notice to the Agents and, in accordance with Condition 20 (*Notices*), the Noteholders confirming: (A) that a Benchmark Event has occurred; (B) the Successor Rate or Alternative Reference Rate (as applicable); (C) any applicable Adjustment Spread; and (D) the specific terms of the Benchmark Amendments (if any);
- (vii) if, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest (or the relevant component thereof) on the immediately following Interest Determination Date, no Successor Rate or Alternative Reference Rate (as applicable) is determined pursuant to this provision, then the Rate of Interest (or the relevant component part thereof) shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period). For the avoidance of doubt, this Condition 8(g)(vii) shall apply to the relevant immediately following Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of and to adjustment as provided in, this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*); and
- (viii) the Independent Adviser appointed pursuant to this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*) shall act and make all determinations pursuant to this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*) in good faith and the Independent Adviser shall act as an expert. In the absence of bad faith, wilful default or fraud, neither the Independent Adviser nor the Bank shall have any liability whatsoever to the Fiscal Agent, the Paying Agents, the Noteholders, the holders of Receipts or the Couponholders in connection with any determination made by it or, in the case of the Independent Adviser, for any advice given to the Bank in

connection with any determination made by the Bank pursuant to this Condition 8(g) (*Floating Rate Note Provisions – Benchmark Replacement*).

"Adjustment Spread" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), as a result of the replacement of the relevant Reference Rate with the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate) the Independent Adviser (following consultation with the Bank) determines is customarily applied to the relevant Successor Rate or the Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the relevant Reference Rate; or
- (iii) (if the Independent Adviser (following consultation with the Bank) determines that no such spread, formula or methodology is customarily applied) the Independent Adviser (following consultation with the Bank) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the relevant Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be); or
- (iv) (if the Independent Adviser (following consultation with the Bank) determines that there is no such industry standard) the Independent Adviser (following consultation with the Bank) or the Bank (as applicable) determines (acting in good faith and in a commercially reasonable manner) in their sole discretion to be appropriate;

"Alternative Reference Rate" means an alternative benchmark or screen rate which the Independent Adviser (following consultation with the Bank) determines has replaced the relevant Reference Rate in customary market usage in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes or, if the Independent Adviser or the Bank (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Bank (as applicable) determines in their sole discretion is most comparable to the relevant Reference Rate;

"Benchmark Event" means: (i) the relevant Reference Rate ceasing to be published or ceasing to exist for at least five Business Days; or (ii) a public statement by the administrator of the relevant Reference Rate that it has ceased or that it will, by a specified future date, cease publishing the relevant Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the relevant Reference Rate); or (iii) a public statement by the supervisor of the administrator of the relevant Reference Rate, that the relevant Reference Rate has been or will be, by a specified future date, permanently or indefinitely discontinued; or (iv) a public statement by the supervisor of the administrator of the relevant Reference Rate as a consequence of which, by a specified

future date, the relevant Reference Rate will be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences; or (v) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or the methodology to calculate such Reference Rate has materially changed; or (vi) it has become unlawful for the Bank, the Calculation Agent or any Paying Agent to calculate any payments due to be made to any Noteholder using the relevant Reference Rate, provided that, where the relevant Benchmark Event is a public statement within sub-paragraphs (ii), (iii) and (iv) above and the relevant specified future date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such specified future date;

"Financial Stability Board" means the organisation established by the Group of Twenty (G20) in April 2009;

"Independent Adviser" means an independent financial institution of international repute or an independent adviser with appropriate expertise appointed by the Bank at the Bank's expense;

"Relevant Nominating Body" means, in respect of a Reference Rate: (i) the central bank for the currency to which the Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; or (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of: (A) the central bank for the currency to which the Reference Rate relates; (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; (C) a group of the aforementioned central banks or other supervisory authorities; or (D) the Financial Stability Board or any part thereof; and

"Successor Rate" means the rate that the Independent Adviser (in consultation with the Bank) or the Bank, as applicable, determines is a successor to or replacement of the relevant Reference Rate which is formally recommended by any Relevant Nominating Body.

(2) *ARRC*

This Condition 8(g)(2) (*ARRC*) shall apply, in the case of Notes for which the Specified Currency specified in the relevant Final Terms is U.S. dollars and the Reference Rate specified in the relevant Final Terms is LIBOR or SOFR, if in the relevant Final Terms "Condition 8(g)(2) (*ARRC*) is applicable" is specified for the Benchmark Replacement fall back.

If the Bank determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of Noteholders.

Any determination, decision or election that may be made by the Bank pursuant to this Condition 8(g)(2) (*ARRC*), including any determination with respect to a tenor, rate or

adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (i) will be conclusive and binding absent manifest error;
- (ii) will be made in the sole discretion of the Bank; and
- (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

"Benchmark" means, initially, U.S. dollar LIBOR or SOFR, as the case may be; provided that if the Bank determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to U.S. dollar LIBOR or SOFR (or the published daily SOFR used in the calculation thereof), as the case may be, or the then-current Benchmark, then **"Benchmark"** shall mean the applicable Benchmark Replacement;

"Benchmark Replacement" means:

- (A) in the case of Notes where the Reference Rate is U.S. dollar LIBOR, the Interpolated Benchmark with respect to the then-current Benchmark; provided that if the Bank cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then **"Benchmark Replacement"** means the first alternative set forth in the order below that can be determined by the Bank as of the Benchmark Replacement Date:
 - (i) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
 - (ii) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
 - (iii) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
 - (iv) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or
 - (v) the sum of: (a) the alternate rate of interest that has been selected by the Bank as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. Dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment; and
- (B) in the case of Notes where the Reference Rate is SOFR, **"Benchmark Replacement"** means the first alternative set forth in the order below that can be determined by the Bank as of the Benchmark Replacement Date:
 - (i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement

for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

- (ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or
- (iii) the sum of: (a) the alternate rate of interest that has been selected by the Bank as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Bank as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Bank decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Bank determines is reasonably necessary);

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

- (i) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark;
- or

- (ii) in the case of clause (iii) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"Compounded SOFR" means the compounded average of daily SOFR rates for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Bank or its designee in accordance with:

- (A) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining Compounded SOFR; provided that:
- (B) if, and to the extent that, the Bank or its designee determine that Compounded SOFR cannot be determined in accordance with sub-paragraph (A) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Bank or its designee giving due consideration to any industry-accepted market practice for U.S. Dollar-denominated floating rate notes at such time;

"Corresponding Tenor" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark;

"Interpolated Benchmark" with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (B) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor;

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

"ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"Reference Time" with respect to any determination of the Benchmark means (i) if the Benchmark is LIBOR, the Relevant Time, (ii) if the Benchmark is SOFR, the SOFR Determination Time, and (iii) if the Benchmark is neither LIBOR nor SOFR, the time determined by the Bank after giving effect to the Benchmark Replacement Conforming Changes;

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

"Term SOFR" means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR (as defined in Condition 8(d) (*Floating Rate Note Provisions – Screen Rate Determination for Floating Rate Notes Referencing SOFR or SONIA (other than where in the relevant Final Terms the Reference Rate is specified as being SONIA and the Calculation Method is specified as being "SONIA Index")*) above) that has been selected or recommended by the Relevant Governmental Body; and

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 8(g)(2) (*ARRC*) will be notified promptly by the Bank to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 20 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Bank shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Bank:

- (A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark

Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 8(g)(2) (*ARRC*); and

- (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.
- (h) ***Maximum or Minimum Rate of Interest:*** If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise specified in the Final Terms, the Minimum Rate of Interest for Floating Rate Notes shall be zero.
- (i) ***Calculation of Interest Amount:*** The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (j) ***Calculation of other amounts:*** If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (k) ***Publication:*** The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (l) ***Notifications etc.:*** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8(l) (*Floating Rate Note Provisions – Notifications etc.*) by the Calculation Agent will (in the absence of manifest error) be binding on the Bank, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with

the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

- (m) **Linear Interpolation:** Where Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the relevant Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the relevant Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period **provided however that** if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"Designated Maturity" means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

In the case of Exempt Notes which are also Floating Rate Notes where the applicable Pricing Supplement identifies that Screen Rate Determination applies to the calculation of interest, if the Reference Rate from time to time is specified in the applicable Pricing Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Exempt Notes will be determined as provided in the applicable Pricing Supplement.

9. **Zero Coupon Note Provisions**

- (a) **Application:** This Condition 9 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note provisions are specified in the relevant Final Terms as being applicable.
- (b) **Late payment on Zero Coupon Notes:** If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
- (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of: (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and (B) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

10. **Redemption and Purchase**

- (a) **Scheduled redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date,

subject as provided in Condition 11 (*Payments – Bearer Notes*) and Condition 12 (*Payments – Registered Notes*).

(b) ***Redemption for tax reasons:*** The Notes may be redeemed at the option of the Bank in whole, but not in part:

- (i) at any time (if the Floating Rate Note provisions are specified in the relevant Final Terms as being not applicable); or
- (ii) on any Interest Payment Date (if the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (A) the Bank has or will become obliged to pay additional amounts as provided or referred to in Condition 13 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the United Arab Emirates or any Emirate therein or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and
- (B) such obligation cannot be avoided by the Bank taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Bank would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Bank would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this Condition 10(b) (*Redemption and Purchase – Redemption for tax reasons*), the Bank shall deliver or procure that there is delivered to the Fiscal Agent: (A) a certificate signed by two directors of the Bank stating that the Bank is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Bank so to redeem have occurred; and (B) an opinion of independent legal advisers of recognised standing to the effect that the Bank has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 10(b) (*Redemption and Purchase – Redemption for tax reasons*), the Bank shall be bound to redeem the Notes in accordance with this Condition 10(b) (*Redemption and Purchase – Redemption for tax reasons*).

- (c) ***Redemption at the option of the Bank:*** If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Bank in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Bank giving not less than 30 nor more than 60 days' notice (or such other period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable and shall oblige the Bank to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).
- (d) ***Partial redemption:*** If the Notes are to be redeemed in part only on any date in accordance with Condition 10(c) (*Redemption and Purchase – Redemption at the option of the Bank*):
 - (i) in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 10(c) (*Redemption and Purchase – Redemption at the option of the Bank*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified; and
 - (ii) in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts subject always to compliance with all applicable laws and the requirements of any listing authority, stock exchange or quotation system on which the relevant Notes may be listed, traded or quoted.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Condition 4 (*Transfers of Registered Notes*) which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

- (e) ***Redemption at the option of Noteholders:*** If the Put Option is specified in the relevant Final Terms as being applicable, the Bank shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 10(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), the holder of a Note must, not less than 30 nor more than 60 days (or such other period as may be specified in the relevant Final Terms) before the relevant Optional Redemption Date (Put), deposit at the Specified Offices of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent or Registrar specifying the aggregate Outstanding Principal Amount in respect of which such option is exercised. The Paying Agent or Registrar with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing holder. No Note, once deposited with

a duly completed Put Option Notice in accordance with this Condition 10(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), may be withdrawn; **provided that** if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent or Registrar, as the case may be, shall mail notification thereof to the depositing holder at such address as may have been given by such holder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing holder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent or Registrar, as the case may be, in accordance with this Condition 10(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

The holder of a Note may not exercise such Put Option in respect of any Note which is the subject of an exercise by the Bank of its Call Option.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Condition 4 (*Transfers of Registered Notes*) which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

- (f) **No other redemption:** The Bank shall not be entitled to redeem the Notes otherwise than as provided in Conditions 10(a) (*Redemption and Purchase – Scheduled redemption*) to 10(e) (*Redemption and Purchase – Redemption at the option of Noteholders*) above.
- (g) **Early redemption of Zero Coupon Notes:** Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(g) (*Redemption and Purchase – Early redemption of Zero Coupon Notes*) or, if none is so specified, a Day Count Fraction of 30E/360.

- (h) **Purchase:** The Bank or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith. Such Notes may be held, reissued, resold or, at the option of the Bank, surrendered to any Paying Agent or the Registrar for cancellation.
- (i) **Cancellation:** All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons attached to or surrendered with them). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 10(h) (*Redemption and*

Purchase – Purchase) above (together with all unmatured coupons cancelled therewith) shall be forwarded to the Fiscal Agent and cannot be reissued or resold.

11. **Payments – Bearer Notes**

This Condition 11 (*Payments – Bearer Notes*) is applicable in relation to Bearer Notes.

- (a) **Principal:** Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London).
- (b) **Interest:** Payments of interest shall, subject to Condition 11(h) (*Payments – Bearer Notes – Payments other than in respect of matured Coupons*) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in Condition 11(a) (*Payments – Bearer Notes – Principal*) above.
- (c) **Payments in New York City:** Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if: (i) the Bank has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Bearer Notes in the currency in which the payment is due when due; (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and (iii) payment is permitted by applicable United States law.
- (d) **Payments subject to fiscal laws:** All payments in respect of the Bearer Notes are subject in all cases to: (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Deductions for unmatured Coupons:** If the relevant Final Terms specifies that the Fixed Rate Note provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross

amount actually available for payment bears to the amount of principal due for payment; or

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided that** where this paragraph (A) would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 11(a) (*Payments – Bearer Notes – Principal*) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

- (f) ***Unmatured Coupons void:*** If the relevant Final Terms specifies that this Condition 11(f) (*Payments – Bearer Notes – Unmatured Coupons void*) is applicable or that the Floating Rate Note provisions are applicable, on the due date for final redemption of any Bearer Note or early redemption in whole of such Bearer Note pursuant to Condition 10(b) (*Redemption and Purchase – Redemption for tax reasons*), Condition 10(c) (*Redemption and Purchase – Redemption at the option of the Bank*), Condition 10(e) (*Redemption and Purchase – Redemption at the option of Noteholders*) or Condition 14 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) ***Payments on business days:*** If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) ***Payments other than in respect of matured Coupons:*** Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 11(c) (*Payments – Bearer Notes – Payments in New York City*) above).
- (i) ***Partial payments:*** If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

- (j) **Exchange of Talons:** On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 15 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Bearer Note shall become void and no Coupon will be delivered in respect of such Talon.
- (k) **RMB Currency Event:** If "RMB Currency Event" is specified as being applicable in the relevant Final Terms and an RMB Currency Event, as determined by the Bank acting in good faith and in a commercially reasonable manner, exists on a date for payment of any amount in respect of any Bearer Note or Coupon, the Bank's obligation to make a payment in RMB under the terms of the Bearer Notes may be replaced by an obligation to pay such amount in the Relevant Currency (as specified in the relevant Final Terms) converted using the Spot Rate for the relevant Rate Calculation Date. Upon the occurrence of an RMB Currency Event, the Bank shall give notice as soon as practicable to the Noteholders in accordance with Condition 20 (*Notices*) stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.
- (l) **RMB account:** Notwithstanding the foregoing, all payments in respect of any Bearer Note or Coupon in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in the applicable RMB Settlement Centre(s) in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in the applicable RMB Settlement Centre(s)).

12. **Payments – Registered Notes**

This Condition 12 (*Payments – Registered Notes*) is applicable in relation to Registered Notes.

- (a) **Redemption Amount:** Payments of the Redemption Amount (together with accrued interest) due in respect of Registered Notes shall be made in the currency in which such amount is due against presentation, and save in the case of partial payment of the Redemption Amount, surrender of the relevant Registered Notes at the Specified Office of the Registrar. If the due date for payment of the Redemption Amount of any Registered Note is not a business day (as defined below), then the Noteholder will not be entitled to payment until the next business day, and from such day and thereafter will be entitled to payment by cheque (which may be posted to the address (as recorded in the register held by the Registrar) of the Noteholder thereof (or, in the case of joint Noteholders, the first-named)) on any Relevant Banking Day, or will be entitled to payment by transfer to a designated account on any day which is a Relevant Banking Day, business day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in these Conditions.
- (b) **Principal and interest:** Payments of principal and interest shall be made by cheque drawn in the currency in which the payment is due to the Noteholder (or in the case of joint Noteholders, the first-named) appearing in the register kept by the Registrar as at the opening of business (as at the local time) on the fifteenth Relevant Banking Day

before the due date for payment (the "**Record Date**"), and posted to the address (as recorded in the register held by the Registrar) of the Noteholder (or, in the case of joint Noteholders, the first named) on the Relevant Banking Day unless prior to the relevant Record Date such Noteholder has applied to the Registrar and the Registrar has acknowledged such application, for payment to be made to a designated account denominated in the relevant currency in which case payment shall be made on the relevant due date for payment by transfer to such account. In the case of payment by transfer to a designated account, if the due date for any such payment is not a business day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located, then the Noteholder will not be entitled to payment thereof until the first day thereafter which is a business day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in these Conditions.

- (c) **Payments subject to fiscal laws:** All payments in respect of the Registered Notes are subject in all cases to: (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Registered Noteholders in respect of such payments.
- (d) **RMB Currency Event:** If "RMB Currency Event" is specified as being applicable in the relevant Final Terms and an RMB Currency Event, as determined by the Bank acting in good faith and in a commercially reasonable manner, exists on a date for payment of any amount in respect of any Registered Note, the Bank's obligation to make a payment in RMB under the terms of the Registered Notes may be replaced by an obligation to pay such amount in the Relevant Currency (as specified in the relevant Final Terms) converted using the Spot Rate for the relevant Rate Calculation Date. Upon the occurrence of an RMB Currency Event, the Bank shall give notice as soon as practicable to the Noteholders in accordance with Condition 20 (*Notices*) stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.
- (e) **RMB account:** Notwithstanding the foregoing, all payments in respect of any Registered Note in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in the applicable RMB Settlement Centre(s) in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in the applicable RMB Settlement Centre(s)).
- (f) In this Condition 12 (*Payments – Registered Notes*), "**business day**" means:
 - (i) any day which is in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in each Additional Financial Centre; or

- (ii) in the case of surrender of a Registered Note, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the place in which the Registered Note is surrendered.

13. **Taxation**

- (a) **Gross up:** All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Bank shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Arab Emirates, or any Emirate therein, or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Bank shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:
 - (i) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the United Arab Emirates or any Emirate therein or any political subdivision or any authority thereof or therein having power to tax other than the mere holding of the Note or Coupon; or
 - (ii) more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days.
- (b) **Taxing jurisdiction:** If the Bank becomes subject at any time to any taxing jurisdiction other than the United Arab Emirates, or any Emirate therein, references in these Conditions to the United Arab Emirates, or any Emirate therein, shall be construed as references to the United Arab Emirates and/or such other jurisdiction, as the case may be.

14. **Events of Default**

- (a) **Events of Default for Senior Notes:** This Condition 14(a) (*Events of Default for Senior Notes*) only applies to Senior Notes.

If any one or more of the following events (each an "**Event of Default**") occurs and is continuing:

- (i) **Non-payment:** the Bank fails to pay any amount of principal in respect of the Notes and the default continues for a period of seven days or fails to pay any amount of interest in respect of the Notes and the default continues for a period of 14 days; or
- (ii) **Breach of other obligations:** the Bank defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof,

addressed to the Bank by any Noteholder, has been delivered to the Bank or to the Specified Office of the Fiscal Agent; or

(iii) *Cross-default of Bank or Principal Subsidiary:*

- (A) any Indebtedness of the Bank or any of its Principal Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;
- (B) any such Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Bank or (as the case may be) any of its Principal Subsidiaries or (provided that no event of default, howsoever described, has occurred) any Person entitled to such Indebtedness; or
- (C) the Bank or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Indebtedness,

provided that such an event listed in sub-paragraphs (A), (B) and/or (C) above shall not constitute an Event of Default unless the aggregate amount of all such indebtedness, either alone or when aggregated with all other indebtedness in respect of which such an event shall have occurred and be continuing shall be more than U.S.\$50,000,000 (or its equivalent in any other currency or currencies); or

- (iv) *Unsatisfied judgment:* one or more judgment(s) or order(s) from which no further appeal or judicial review is permissible under applicable law for the payment of any amount in excess of U.S.\$50,000,000 (or its equivalent in any other currency or currencies) is rendered against the Bank or any of its Principal Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days following the service by any Noteholder on the Bank or any Principal Subsidiary of notice requiring the same to be paid/remedied; or
- (v) *Security enforced:* a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any substantial part of the undertaking, assets and revenues of the Bank or any of its Principal Subsidiaries; or
- (vi) *Insolvency etc.:* (i) the Bank or any of its Principal Subsidiaries becomes insolvent or is unable to pay its debts as they fall due; (ii) an administrator or liquidator is appointed (or application for any such appointment is made) of the Bank or any of its Principal Subsidiaries or the whole or any substantial part of the undertaking, assets and revenues of the Bank or any of its Principal Subsidiaries; (iii) the Bank or any of its Principal Subsidiaries takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Guarantee of any Indebtedness given by it; or (iv) the Bank or any of its Principal Subsidiaries ceases or threatens to cease to carry on all or any substantial part of its business save in connection with a Permitted Reorganisation; or

- (vii) *Winding up etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Bank or any of its Principal Subsidiaries save in connection with a Permitted Reorganisation; or
- (viii) *Analogous event*: any event occurs which under the laws of the United Arab Emirates has an analogous effect to any of the events referred to in Conditions 14(a)(iv) (*Events of Default – Events of Default for Senior Notes – Unsatisfied judgment*) to 14(a)(vii) (*Events of Default – Events of Default for Senior Notes – Winding up etc.*) above; or
- (ix) *Unlawfulness*: it is or will become unlawful for the Bank to perform or comply with any of its obligations under or in respect of the Notes,

then any Note may, by written notice addressed by the holder thereof to the Bank and delivered to the Bank or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, whereupon it shall become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

- (b) ***Event of Default for Subordinated Notes***: This Condition 14(b) (*Events of Default – Event of Default for Subordinated Notes*) only applies to Subordinated Notes.

- (i) *Non-payment*: if default is made in the payment of any principal or interest due under the Notes or any of them and the default continues for a period of 7 days in the case of principal and 14 days in the case of interest, any Noteholder may institute proceedings in the United Arab Emirates or any Emirate therein (but not elsewhere) for the dissolution and liquidation of the Bank.
- (ii) If any one or more of the following events shall occur and be continuing:
 - (A) *Insolvency etc.*: (i) the Bank becomes insolvent or is unable to pay its debts as they fall due; (ii) an administrator or liquidator of the Bank or the whole or any substantial part of its undertaking, assets and revenues of the Bank is appointed (or application for any such appointment is made); (iii) the Bank takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Guarantee of any Indebtedness given by it; or (iv) the Bank ceases or threatens to cease to carry on all or any substantial part of its business save in connection with a Permitted Reorganisation; or
 - (B) *Winding up etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Bank save in connection with a Permitted Reorganisation; or
 - (C) *Analogous event*: any event occurs which under the laws of the United Arab Emirates has an analogous effect to any of the events referred to in paragraphs (A) or (B) above,

then any Note may, by written notice addressed by the holder thereof to the Bank and delivered to the Bank or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, whereupon it shall become

immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

- (iii) *Breach of obligations:* To the extent permitted by applicable law and by these Conditions, a Noteholder may at its discretion institute such proceedings against the Bank as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Bank under the Notes or the Coupons, but the institution of such proceedings shall not have the effect that the Bank shall be obliged to pay any sum or sums sooner than would otherwise have been payable by it.
- (iv) *Other Remedies:* No remedy against the Bank, other than the institution of the proceedings referred to in Conditions 14(b)(i) (*Events of Default – Event of Default for Subordinated Notes – Non-payment*) or 14(b)(iii) (*Events of Default – Event of Default for Subordinated Notes – Breach of obligations*) and the proving or claiming in any dissolution and liquidation of the Bank, shall be available to the Noteholders or the Couponholders whether for the recovering of amounts owing in respect of the Notes or the Coupons or in respect of any breach by the Bank of any other obligation, condition or provision binding on it under the Notes or the Coupons.

15. **Prescription**

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

16. **Replacement of Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system) (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes), subject to all applicable laws and competent authority, stock and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Bank may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

17. **Agents**

- (a) *Obligations of Agents:* In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents, the Calculation Agent and the Registrar act solely as agents of the Bank and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders, and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.
- (b) The initial Paying Agent and Registrar and their initial Specified Offices are listed in the Agency Agreement. The initial Calculation Agent (if any) is specified in the

relevant Final Terms. The Bank reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar or the Calculation Agent and to appoint a successor fiscal agent, paying agent, calculation agent or registrar; **provided that**:

- (i) the Bank shall at all times maintain a Fiscal Agent;
- (ii) the Bank shall at all times maintain, in the case of Registered Notes, a Registrar;
- (iii) if a Calculation Agent is specified in the relevant Final Terms, the Bank shall at all times maintain a Calculation Agent;
- (iv) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Bank shall maintain a Paying Agent (which may be the Fiscal Agent) and a Registrar (for Registered Notes) each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system; and
- (v) in the circumstances described in Condition 11(c) (*Payments – Bearer Notes – Payments in New York City*), a paying agent with a Specified office in New York City.

Notice of any change in the Paying Agent, the Registrar, the Calculation Agent or in their Specified Offices shall promptly be given to the Noteholders in accordance with Condition 20 (*Notices*).

18. **Meetings of Noteholders; Modification and Waiver**

- (a) ***Meetings of Noteholders***: The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Bank and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) **Modification:** The Bank and the Fiscal Agent may agree that the Notes, the Coupons or the Agency Agreement may be amended without the consent of the Noteholders or the Couponholders to correct a manifest or proven error or to comply with mandatory provisions of law or agree to modify any provision thereof, but the Bank shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature. In addition, the Bank and the Fiscal Agent may only agree to any modification of the Notes, Coupons or the Agency Agreement which, in the opinion of such parties, is not materially prejudicial to the interests of the Noteholders.

19. Further Issues

The Bank may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue (so that, for the avoidance of doubt, references in the conditions of such notes to "Issue Date" shall be to the first issue date of the Notes)), and so as to form a single series with the Notes.

20. Notices

- (a) **Bearer Notes:** Notices to holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.
- (b) **Registered Notes:** Notices to holders of Registered Notes will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an address overseas) by airmail to them (or the first named of joint holders) at their respective addresses recorded in the register kept by the Registrar, and will be deemed to have been given on the fourth business day after the date of such mailing.

21. Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms): (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.); (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up); (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount; and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency (with 0.005 being rounded upwards).

22. Governing Law and Dispute Resolution

- (a) **Governing law**

The Agency Agreement, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement,

the Notes (including the remaining provisions of this Condition 22(a) (*Governing Law and Dispute Resolution – Governing law*)), the Receipts and the Coupons, are and shall be governed by, and construed in accordance with, English law.

(b) ***Agreement to arbitrate***

Subject to Condition 22(c) (*Governing Law and Dispute Resolution – Option to litigate*), any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes, the Receipts and/or the Coupons (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them) (a "**Dispute**") shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("**LCIA**") Arbitration Rules (the "**Rules**"), which Rules (as amended from time to time) are incorporated by reference into this Condition. For these purposes:

- (i) the seat or legal place of arbitration shall be London;
- (ii) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions; and
- (iii) the language of the arbitration shall be English.

(c) ***Option to litigate***

Notwithstanding Condition 22(b) (*Governing Law and Dispute Resolution – Agreement to arbitrate*), the Noteholder may, in the alternative, and at its sole discretion, by notice in writing to the Bank:

- (i) within 28 days of service of a Request for Arbitration (as defined in the Rules); or
- (ii) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If a Noteholder gives such notice, the Dispute to which such notice refers shall be determined in accordance with Condition 22(d) (*Governing Law and Dispute Resolution – Effect of exercise of option to litigate*) and, subject as provided below, any arbitration commenced under Condition 22(b) (*Governing Law and Dispute Resolution – Agreement to arbitrate*) in respect of that Dispute will be terminated. Each of the Noteholder and the recipient of such notice will bear its own costs in relation to the terminated arbitration.

If any notice to exercise the option to litigate is given after service of any Request for Arbitration in respect of any Dispute, the Noteholder must also promptly give notice to the LCIA Court and to any Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by the courts. Upon receipt of such notice by the LCIA Court, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

- (i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;

- (ii) his entitlement to be paid his proper fees and disbursements; and
- (iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

(d) ***Effect of exercise of option to litigate***

In the event that a notice pursuant to Condition 22(c) (*Governing Law and Dispute Resolution – Option to litigate*) is issued, the following provisions shall apply:

- (i) subject to paragraph (iii) below, the courts of England shall have exclusive jurisdiction to settle any Dispute and the Bank submits to the exclusive jurisdiction of such courts;
 - (ii) the Bank agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and
 - (iii) this Condition 22(d) (*Governing Law and Dispute Resolution – Effect of exercise of option to litigate*) is for the benefit of the Noteholders only. As a result, and notwithstanding paragraph (i) above, Noteholders may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) ***Process agent:*** The Bank agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to the London branch of the Bank at First Abu Dhabi Bank PJSC, London Branch, 3rd Floor, 45 Cannon Street, London, EC4M 5SB, United Kingdom or at any other address for the time being at which process may be served on it in accordance with Section 1139 of the Companies Act 2006 (as modified or re-enacted from time to time). If the Bank ceases to have a London branch which can accept service of process on the Bank's behalf, the Bank shall, on the written demand of any Noteholder addressed and delivered to the Bank or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Bank and delivered to the Bank or to the Specified Office of the Fiscal Agent. Nothing in this Condition shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.
- (f) ***Consent to enforcement etc.:*** The Bank consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which is made or given in such Proceedings.

23. **Rights of Third Parties**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

[PROHIBITION OF SALES TO EEA AND UNITED KINGDOM RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPs Regulation.]

[MiFID II product governance / Professional investors and ECPs only target market - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") - *[Notice to be included if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA.]*

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

Final Terms dated [•]

First Abu Dhabi Bank PJSC

Legal entity identifier (LEI): 2138002Y3WMK6RZS8H90

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the U.S.\$15,000,000,000

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed as such for the purposes of the Conditions set forth in the Base Prospectus dated 16 July 2020 [and the supplemental Base Prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of the Prospectus Regulation and must be read in

conjunction with the Base Prospectus [and its supplement(s)] in order to obtain all the relevant information.

The Base Prospectus [and the supplemental Base Prospectus] [is] [are] available for viewing at the market news section of the London Stock Exchange website (<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>) and during normal business hours at the registered offices of the Bank at FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates and the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated [*original date*] [and the supplement to it dated [*date*]] which are incorporated by reference in the Base Prospectus dated 16 July 2020. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and must be read in conjunction with the Base Prospectus dated 16 July 2020 [and the supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation, save in respect of the Conditions, in order to obtain all the relevant information.

Copies of the Base Prospectus [and the supplemental Prospectuses] and the Final Terms are available for viewing at the market news section of the London Stock Exchange website (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html) and during normal business hours at the normal business hours at the registered offices of the Bank at FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates and the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.]

1. Issuer: First Abu Dhabi Bank PJSC
2. (i) [Series Number:] [•]
- (ii) [Tranche Number:] [•]
- (iii) [Date on which the Notes become fungible:] [•]/[Not Applicable]
3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount:
 - (i) [Series:] [•]
 - (ii) [Tranche:] [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]/[Not specified]
6. (i) Specified Denominations: [•]
- (ii) Calculation Amount: [•]
7. (i) [Issue Date:] [•]
- (ii) [Interest Commencement Date:] [[•]/Issue Date/Not Applicable]

8. Maturity Date: [•]
9. Interest Basis: [[•] per cent. Fixed Rate]
[[•] +/- [•] per cent. Floating Rate]
[Zero Coupon]
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.
11. Change of Interest or Redemption/Payment Basis: [Applicable/Not Applicable]
12. Put/Call Options: [Not Applicable]
[Investor Put]
[Issuer Call]
13. (i) Status of the Notes: [Senior/Subordinated]
- (ii) [Date [Board] approval for issuance of Notes obtained: [•]]
- (iii) [Date UAE Central Bank approval for issuance of Subordinated Notes obtained: [•]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (viii) below]
- (iii) [First Interest Payment Date: [•]]
- (iv) Fixed Coupon Amount[(s)]: [[•] per Calculation Amount]/[Not Applicable]
- (v) Broken Amount(s): [•]/[Not Applicable]
- (vi) Day Count Fraction: [30/360]
[Actual/Actual (ICMA)]
[Actual/365]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30E/360]
[Eurobond basis]

		[with the Calculation Period being [subject to adjustment in accordance with the Business Day Convention set out in (viii) below]/[not subject to adjustment in accordance with any Business Day Convention]]
(vii)	Determination Dates:	[[•] in each year]/[Not Applicable]
(viii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[Not Applicable]
15.	Floating Rate Note Provisions	[Applicable/Not Applicable]
(i)	Specified Period:	[•]
(ii)	Specified Interest Payment Dates:	[•] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below]
(iii)	[First Interest Payment Date:	[•]]
(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable]
(v)	Additional Business Centre(s):	[[•]/Not Applicable]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination not Referencing SOFR or SONIA/Screen Rate Determination Referencing SOFR or SONIA/ISDA Determination]
(vii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Fiscal Agent]):	[[•] shall be the Calculation Agent]
(viii)	Screen Rate Determination not Referencing SOFR or SONIA:	[Applicable/Not Applicable]
	• Reference Rate:	[LIBOR]/[EURIBOR]/[LIBID]/[LIMEAN]/[SHIBOR]/[HIBOR]/[SIBOR]/[EIBOR]/[SAIBOR]/[BBSW]/[JPY LIBOR]/[PRIBOR]/[CNH HIBOR]/[TRLIBOR or TRYLIBOR]/[TIBOR]/[GBP LIBOR]/[CHF LIBOR]/[MIBOR]/[BKBM]
	• Interest Determination Date(s):	[•]

- Relevant Screen Page: [•]
 - Relevant Time: [•]
 - Relevant Financial Centre: [•]
- (ix) Screen Rate Determination Referencing SOFR or SONIA: [Applicable/Not Applicable]
- Reference Rate: [SOFR/SONIA]
 - Interest Determination Date(s): [•]/[The date falling [•] Business Days prior to the first day of each Interest Period]/[First day of each Interest Period]/[The [•][*first, second, third etc.*] Business Day immediately preceding the Interest Payment Date for each Interest Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable).][*provide details*]/[The Interest Payment Date at the end of each Interest Period; provided that the Interest Determination Date with respect to the last Interest Period prior to the Maturity Date or the date fixed for redemption will be the Rate Cut-off Date - *Include this wording for Payment Delay only*]]
 - Calculation Method: [Weighted Average/Compounded Daily/SOFR Index/SONIA Index]
 - Observation Method: [Lag/Lock-out/Observation Shift/Payment Delay/Not Applicable]
 - Observation Look-Back Period: [•]/[Not Applicable]
 - Effective Interest Payment Date: [The date falling [•] Business Days following each Interest Payment Date, provided that the Effective Interest Payment Date with respect to the last Applicable Period will be the Maturity Date or, if the Issuer elects to redeem the Notes before the Maturity Date, the date fixed for redemption - *used for Payment Delay only*]/[Not Applicable]
 - Rate Cut-off Date: [The date falling [•] Business Days prior to the Maturity Date or the date fixed for redemption, as applicable – *used for Payment Delay only*]/[Not Applicable]
 - Relevant Number: [insert number being [two] or greater]/[Not Applicable]

- D: [365/360/[•]]
 - Relevant Screen Page: [•]
 - Relevant Time: [•]
 - Relevant Financial Centre: [•]
- (x) ISDA Determination:
- Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
- (xi) Margin(s): [•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/365]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360]
[Eurobond basis]
- [with the Calculation Period being [subject to adjustment in accordance with the Business Day Convention set out in (iv) above]/[not subject to adjustment in accordance with any Business Day Convention]]
- (xv) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (xvi) Benchmark Replacement fall back: Condition 8(g)(1) (*Independent Adviser*) is applicable/Condition 8(g)(2) (*ARRC*) is applicable
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (i) Accrual Yield: [•] per cent. per annum
 - (ii) Reference Price: [•]
 - (iii) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/Actual (ICMA)]

- [Actual/365]
 [Actual/Actual (ISDA)]
 [Actual/365 (Fixed)]
 [Actual/360]
 [30/360]
 [30E/360]
 [Eurobond basis]
- [with the Calculation Period being [subject to adjustment in accordance with the Business Day Convention set out in (iv) below]/[not subject to adjustment in accordance with any Business Day Convention]]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable]

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Calculation Amount
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [•] per Calculation Amount
- (b) Maximum Redemption Amount: [•] per Calculation Amount
- (iv) Call option notice period: [•]
18. **Put Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [•] per Calculation Amount
- (iii) Put option notice period: [•]
19. **Final Redemption Amount of each Note** 100 per cent. of their nominal amount

20. **Early Redemption Amount** [Applicable/Not Applicable]

Early Redemption Amount(s) of each [•] per Calculation Amount
Note payable on redemption for taxation
reasons or on event of default:

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21. Form of Notes: Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.]

[Temporary Global Note exchangeable for Definitive Notes on [•] days' notice.]

[Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.]

Registered Notes:

[Global Registered Notes exchangeable for Individual Registered Notes on [•] days' notice/at any time/in the limited circumstances specified in the Global Registered Note.]

22. Additional Financial Centre(s): [•]/[Not Applicable]

23. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No]

24. RMB Settlement Centre(s): [•]/[Not Applicable]

25. RMB Currency Event: [Applicable]/[Not Applicable]

26. Relevant Currency for Condition 11(k)/12(d): [•]/[Not Applicable]

27. Relevant Spot Rate Screen Pages for Condition 11(k)/12(d): (i) Relevant Spot Rate Screen Page (Deliverable Basis): [•]/[Not Applicable]

(ii) Relevant Spot Rate Screen Page (Non-deliverable Basis): [•]/[Not Applicable]

28. Party responsible for calculating the Spot Rate for Condition 11(k)/12(d): [[•] (the "Calculation Agent")]/[Not Applicable]

29. **THIRD PARTY INFORMATION**

[[•] has been extracted from [•]. The Bank confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable]

Signed on behalf of **First Abu Dhabi Bank PJSC**:

By:

Duly Authorised

By:

Duly Authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading: [[Application has been made by the Bank (or on its behalf) for the Notes to be admitted to trading on [•] with effect from [•].] [Application is expected to be made by the Bank (or on its behalf) for the Notes to be admitted to trading on [•] with effect from [•].]
- (ii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

Ratings: [The Notes to be issued have not been rated]/[The Notes to be issued have been rated:]
[Fitch: [•]]
[Moody's: [•]]
[S&P: [•]]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[Save for any fees payable to the [Managers/Dealers], so far as the Bank is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Bank and its affiliates in the ordinary course of business for which they may receive fees.]

4. [REASON[S] FOR THE OFFER]

[If not for general corporate purposes such as, for example, a "green project"]

5. ESTIMATED NET PROCEEDS

[•]

6. [Fixed Rate Notes only – YIELD]

Indication of yield: [•]

7. U.S. SELLING RESTRICTIONS

Regulation S Compliance Category 2; [TEFRA C/TEFRA D/TEFRA not applicable]

8. OPERATIONAL INFORMATION

ISIN: [•]

Common Code: [•]

CFI: [[See/[[include code], as updated, as set out on] the website of the Association of National

Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

FISN: [[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

Names and addresses of additional Paying Agent(s) (if any): [•][Not Applicable]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant addressees and identification number(s): [Not Applicable/*give name(s) and number(s) and [addresses]*]

Delivery: Delivery [against/free of] payment

9. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(A) If syndicated, names of Managers: [Not Applicable/[•]]

(B) Stabilisation Manager(s) (if any): [Not Applicable/[•]]

(ii) Prohibition of Sales to EEA and United Kingdom Retail Investors: [Applicable]/[Not Applicable]

(iii) If non-syndicated, name of relevant Dealer: [Not Applicable/[•]]

[PROHIBITION OF SALES TO EEA AND UNITED KINGDOM RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPs Regulation.]

[MiFID II product governance / target market - *[appropriate target market legend to be included]*]

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "SFA") - *[Notice to be included if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA.]*

FORM OF PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement for use in connection with each Tranche of Exempt Notes, whatever the denomination of those Notes, issued by FAB under the Programme.

Pricing Supplement dated [•]

The Notes issued as described below are not required to, and do not comply with, Regulation (EU) 2017/1129. The FCA has neither approved nor reviewed the information contained in this Pricing Supplement.

First Abu Dhabi Bank PJSC

Legal entity identifier (LEI): 2138002Y3WMK6RZS8H90

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the U.S.\$15,000,000,000

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 16 July 2020 [and the supplemental Base Prospectus dated [•]]. This document constitutes the pricing supplement relating to the issue of Notes described herein and must be read in conjunction with the Base Prospectus [and its supplement(s)] in order to obtain all the relevant information.

The Base Prospectus [and the supplemental Base Prospectus] [is] [are] available for viewing at the market news section of the London Stock Exchange website (<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>) and during normal business hours at the registered offices of the Bank at FAB Building, Khalifa Business

Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates and the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.]

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Bank or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated [*original date*] [and the supplement to it dated [*date*]] which are incorporated by reference in the Base Prospectus dated 16 July 2020. This document constitutes the final terms of the Notes described herein and must be read in conjunction with the Base Prospectus dated 16 July 2020 [and the supplemental Prospectus dated [•]] in order to obtain all the relevant information. Copies of the Base Prospectus [and the supplemental Prospectuses] and this Pricing Supplement are available for viewing at the market news section of the London Stock Exchange website (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html) and during normal business hours at the normal business hours at the registered offices of the Bank at FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates and the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.]

1. Issuer: First Abu Dhabi Bank PJSC
2. (i) [Series Number:] [•]
(ii) [Tranche Number:] [•]
(iii) [Date on which the Notes become fungible:] [•]/[Not Applicable]
3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount:
(i) [Series:] [•]
(ii) [Tranche:] [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount
[plus accrued interest from [•]]/[Not specified]
6. (i) Specified Denominations: [•]
(ii) Calculation Amount: [•]
7. (i) [Issue Date:] [•]
(ii) [Interest Commencement Date:] [[•]/Issue Date/Not Applicable]
8. Maturity Date: [•]
9. Interest Basis: [[•] per cent. Fixed Rate]
[[•] +/- [•] per cent. Floating Rate]
[Zero Coupon]

- [specify other]
10. Redemption/Payment Basis: [Redemption at par]
[specify other]
11. Change of Interest or Redemption/Payment Basis: [Applicable/Not Applicable]
12. Put/Call Options: [Not Applicable]
[Investor Put]
[Issuer Call]
13. (i) Status of the Notes: [Senior/Subordinated]
- (ii) [Date [Board] approval for [•]]
issuance of Notes obtained:
- (iii) [Date UAE Central Bank approval [•]]
for issuance of Subordinated
Notes obtained:

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable
[annually/semi-annually/quarterly/monthly] in
arrear]
- (ii) Interest Payment Date(s): [•] in each year[, subject to adjustment in
accordance with the Business Day Convention
set out in (viii) below]
- (iii) [First Interest Payment Date: [•]]
- (iv) Fixed Coupon Amount[(s)]: [[•] per Calculation Amount]/[Not Applicable]
- (v) Broken Amount(s): [•]/[Not Applicable]
- (vi) Day Count Fraction: [30/360]
[Actual/Actual (ICMA)]
[Actual/365]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30E/360]
[Eurobond basis]
- [with the Calculation Period being [subject to
adjustment in accordance with the Business
Day Convention set out in (viii) below]/[not
subject to adjustment in accordance with any
Business Day Convention]]
- (vii) Determination Dates: [[•] in each year]/[Not Applicable]

- (viii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[Not Applicable]
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes which are Exempt Notes: [Not Applicable]/[give details]
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (i) Specified Period: [•]
- (ii) Specified Interest Payment Dates: [•] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below]
- (iii) [First Interest Payment Date: [•]]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable]
- (v) Additional Business Centre(s): [[•]/Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination not Referencing SOFR or SONIA/Screen Rate Determination Referencing SOFR or SONIA/ISDA Determination/[•]]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Fiscal Agent]): [[•] shall be the Calculation Agent]
- (viii) Screen Rate Determination not Referencing SOFR or SONIA: [Applicable/Not Applicable]
- Reference Rate: [LIBOR]/[EURIBOR]/[LIBID]/[LIMEAN]/[SHIBOR]/[HIBOR]/[SIBOR]/[EIBOR]/[SAIBOR]/[BBSW]/[JPY LIBOR]/[PRIBOR]/[CNH HIBOR]/[TRLIBOR or TRYLIBOR]/[TIBOR]/[GBP LIBOR]/[CHF LIBOR]/[MIBOR]/[BKBM]/[specify other Reference Rate]]
 - Interest Determination Date(s): [•]
 - Relevant Screen Page: [•]
 - Relevant Time: [•]

- Relevant Financial Centre: [•]
- (ix) Screen Rate Determination Referencing SOFR or SONIA: [Applicable/Not Applicable]
- Reference Rate: [SOFR/SONIA]
 - Interest Determination Date(s): [•]/[The date falling [•] Business Days prior to the first day of each Interest Period]/[First day of each Interest Period]/[The [•][*first, second, third etc.*] Business Day immediately preceding the Interest Payment Date for each Interest Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable).][*provide details*]/[The Interest Payment Date at the end of each Interest Period; provided that the Interest Determination Date with respect to the last Interest Period prior to the Maturity Date or the date fixed for redemption will be the Rate Cut-off Date - *Include this wording for Payment Delay only*]]
 - Calculation Method: [Weighted Average/Compounded Daily/SOFR Index/SONIA Index]
 - Observation Method: [Lag/Lock-out/Observation Shift/Payment Delay/Not Applicable]
 - Observation Look-Back Period: [•]/[Not Applicable]
 - Effective Interest Payment Date: [The date falling [•] Business Days following each Interest Payment Date, provided that the Effective Interest Payment Date with respect to the last Applicable Period will be the Maturity Date or, if the Issuer elects to redeem the Notes before the Maturity Date, the date fixed for redemption – *used for Payment Delay only*]/[Not Applicable]
 - Rate Cut-off Date: [The date falling [•] Business Days prior to the Maturity Date or the date fixed for redemption, as applicable – *used for Payment Delay only*]/[Not Applicable]
 - Relevant Number: [insert number being [two] or greater][Not Applicable]
 - D: [365/360/[•]]
 - Relevant Screen Page: [•]
 - Relevant Time: [•]

	• Relevant Financial Centre:	[•]
(x)	ISDA Determination:	
	• Floating Rate Option:	[•]
	• Designated Maturity:	[•]
	• Reset Date:	[•]
(xi)	Margin(s):	[•] per cent. per annum
(xii)	Minimum Rate of Interest:	[•] per cent. per annum
(xiii)	Maximum Rate of Interest:	[•] per cent. per annum
(xiv)	Day Count Fraction:	<p>[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [30E/360] [Eurobond Basis] [specify other]</p> <p>[with the Calculation Period being [subject to adjustment in accordance with the Business Day Convention set out in (iv) above]/[not subject to adjustment in accordance with any Business Day Convention]]</p>
(xv)	Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes which are Exempt Notes, if different from those set out in the Conditions:	[Not Applicable]/[specify]
(xvi)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
(xvii)	Benchmark Replacement fall back:	Condition 8(g)(1) (<i>Independent Adviser</i>) is applicable/Condition 8(g)(2) (<i>ARRC</i>) is applicable
16.	Zero Coupon Note Provisions	[Applicable/Not Applicable]
(i)	Accrual Yield:	[•] per cent. per annum
(ii)	Reference Price:	[•]

- (iii) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/Actual (ICMA)]
[Actual/365]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360]
[Eurobond basis]
[other] [*specify other*]
- [with the Calculation Period being [subject to adjustment in accordance with the Business Day Convention set out in (iv) below]/[not subject to adjustment in accordance with any Business Day Convention]]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Not Applicable]
- (v) Any other formula/basis for determining amounts payable for Zero Coupon Notes which are Exempt Notes: [•]

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [[•] per Calculation Amount]/[*specify other*]
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [•] per Calculation Amount
- (b) Maximum Redemption Amount: [•] per Calculation Amount
- (iv) Call option notice period: [•]
18. **Put Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]

- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[•] per Calculation Amount]/[specify other]
- (iii) Put option notice period: [•]
19. **Final Redemption Amount of each Note** [[•] per Calculation Amount]/[specify other]
20. **Early Redemption Amount** [Applicable/Not Applicable]
- Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default or other early redemption: [[•] per Calculation Amount]/[specify other]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21. Form of Notes: Bearer Notes:
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.]
- [Temporary Global Note exchangeable for Definitive Notes on [•] days' notice.]
- [Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note.]
- Registered Notes:
- [Global Registered Notes exchangeable for Individual Registered Notes on [•] days' notice/at any time/in the limited circumstances specified in the Global Registered Note]
22. Additional Financial Centre(s): [•]/[Not Applicable]
23. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No]
24. RMB Settlement Centre(s): [•]/[Not Applicable]
25. RMB Currency Event: [Applicable]/[Not Applicable]
26. Relevant Currency for Condition 11(k)/12(d): [•]/[Not Applicable]

27. Relevant Spot Rate Screen Pages for Condition 11(k)/12(d):
- (i) Relevant Spot Rate Screen Page (Deliverable Basis): [☐]/[Not Applicable]
- (ii) Relevant Spot Rate Screen Page (Non-deliverable Basis): [☐]/[Not Applicable]
28. Party responsible for calculating the Spot Rate for Condition 11(k)/12(d): [☐] (the "**Calculation Agent**")/[Not Applicable]
29. Other terms or special conditions: [☐]/[Not Applicable]

Signed on behalf of **First Abu Dhabi Bank PJSC**:

By:
Duly Authorised

By:
Duly Authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading: [The Notes to be issued are unlisted]/[•]
- (ii) Estimate of total expenses related to admission to trading: [•]/[Not Applicable]

2. RATINGS

Ratings: [The Notes to be issued have not been rated]/[The Notes to be issued have been rated:]
[Fitch: [•]]
[Moody's: [•]]
[S&P: [•]]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[Save for any fees payable to the [Managers/Dealers], so far as the Bank is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Bank and its affiliates in the ordinary course of business for which they may receive fees.]

4. [REASON[S] FOR THE OFFER]

[If not for general corporate purposes such as, for example, a "green project"]

5. ESTIMATED NET PROCEEDS

[•]

6. [Fixed Rate Notes only – YIELD]

Indication of yield: [•]

7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-Syndicated]
- (ii) (A) If syndicated, names of Managers: [Not Applicable/[•]]
 - (B) Stabilisation Manager(s) (if any): [Not Applicable/[•]]
- (iii) If non-syndicated, name of relevant Dealer: [Not Applicable/[•]]
- (iv) U.S. Selling Restrictions: [Reg S. Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]

- (v) Additional Selling Restrictions: [Not Applicable/[•]]
- (vi) Prohibition of Sales to EEA and United Kingdom Retail Investors: [Applicable]/[Not Applicable]

8. OPERATIONAL INFORMATION

- ISIN: [•]
- Common Code: [•]
- CFI: [[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- FISN: [[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- Names and addresses of additional Paying Agent(s) (if any): [•]
- Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream, Banking S.A. and the relevant addresses and identification number(s): [Not Applicable/*give name(s) and number(s) and [addresses]*]
- Delivery: Delivery [against/free of] payment

9. THIRD PARTY INFORMATION

[[•] has been extracted from [•]. The Bank confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced information inaccurate or misleading]/[Not Applicable]

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Bank for its general corporate purposes or for any other purpose specified in the relevant Final Terms or Pricing Supplement, as the case may be.

DESCRIPTION OF THE BANK

Overview

The Bank is a public joint stock company and is the result of the Merger of NBAD and FGB which was effected on the Effective Date. The Merger was effected in accordance with the provisions of Article 291 of the UAE Federal Law No. 2 of 2015 Concerning Commercial Companies (the "CCL"), pursuant to which FGB was dissolved and its shares were delisted from the Abu Dhabi Securities Exchange ("ADX") on the Effective Date. NBAD, as the surviving corporate entity and the legal successor of FGB, automatically assumed all assets and liabilities of FGB with effect from the Effective Date.

On 24 April 2017, the shareholders of NBAD passed the necessary resolutions at its general assembly meeting to approve a change in its registered name to "First Abu Dhabi Bank PJSC". On 25 April 2017, the requisite regulatory approvals to effect the change of name were received by NBAD from the UAE Securities and Commodities Authority (the "SCA"). Accordingly, the change of name to "First Abu Dhabi Bank PJSC" became effective from 25 April 2017.

The Bank's principal shareholder is the Government, which indirectly holds approximately 37 per cent. of the issued and outstanding shares of the Bank through the wholly-owned MIC.

The Bank is a full-service bank and its core businesses include consumer, wholesale, treasury and Islamic banking capabilities. The Bank is primarily a regionally focussed banking group, offering its consumer, wholesale, treasury and Islamic banking products and services within the UAE and the wider MENA region. Additionally, as at the date of this Base Prospectus, the Bank has a strong international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices.

As at the date of this Base Prospectus, the Bank has been assigned long-term credit ratings of AA- with stable outlook by Fitch, AA- with negative outlook by S&P and Aa3 with stable outlook by Moody's.

As at 31 March 2020, and according to the Interim Financial Statements and the publicly available financial statements of the Bank's main domestic and regional competitors for the three months ended 31 March 2020, the Bank is the largest bank in the UAE, in addition to being the second largest bank in the GCC, in each case by total assets. As at 31 March 2020, the Bank had total assets of AED 835.4 billion, total net loans and advances of AED 381.8 billion and total customer accounts and other deposits of AED 497.1 billion. For the three months ended 31 March 2020, the Bank's net profit attributable to shareholders was AED 2.4 billion.

The Bank currently operates its principal areas of business through the following four distinct business segments for financial reporting purposes:

- **Corporate and Investment Banking ("CIB"):** the CIB segment covers the Group's corporate and institutional clients through dedicated client sub-segments including institutional banking, corporate banking and a financial institutions group. The CIB segment offers a broad range of products and services to corporate and investment banking clients within the UAE and internationally including credit facilities, global transaction services, corporate finance, Islamic finance and global markets products. For the three months ended 31 March 2020, AED 2,422.7 million, or 53.1 per cent., of the Group's operating income for the period and AED 1,657.2 million, or 69.1 per cent., of the Group's net profit before the deduction of minority interests for the period was attributable to the CIB segment;
- **Personal Banking Group ("PBG"):** the PBG segment targets mass market, affluent, ultra and high-net-worth individuals and Islamic banking customers through a wide range of diverse distribution and sales channels, including mobile and internet banking, branches and direct sales

agents and through its banking subsidiaries. Product offerings range from day-to-day banking products such as current accounts, deposits, credit cards and loans, and Islamic variants of the same, to more sophisticated investment solutions and payments services. The PBG segment is structured to maximise expertise and focus on key areas, with dedicated teams for major customer segments, products and channels. For the three months ended 31 March 2020, AED 1,863.8 million, or 40.8 per cent., of the Group's operating income for the period and AED 751.4 million, or 31.3 per cent., of the Group's net profit before the deduction of minority interests for the period was attributable to the PBG segment;

- ***Subsidiaries:*** the subsidiaries segment represents the financial results of the Bank's principal operating subsidiary entities across real estate management, brokerage and fund management. The segment includes the financial results of the following subsidiaries: FAB Properties Sole Proprietorship LLC, Mismak Properties Sole Proprietorship LLC, First Abu Dhabi Bank Securities LLC and First Gulf Libyan Bank. For the three months ended 31 March 2020, AED 13.1 million, or 0.3 per cent. of the Group's operating income for the period and AED -44.1 million, or -1.8 per cent. of the Group's net profit before the deduction of minority interests for the period was attributable to the subsidiaries segment; and
- ***Head office:*** the head office segment provides centralised human resources, information technology ("IT"), operations, finance, strategy, investor relations, risk management, credit management, corporate communications, legal and compliance, internal audit, procurement, treasury operations, integration management office and administrative support to all of the Group's distinct businesses units. For the three months ended 31 March 2020, AED 266.6 million, or 5.8 per cent., of the Group's operating income for the period and AED 34.4 million, or 1.4 per cent., of the Group's net profit before the deduction of minority interests for the period was attributable to the head office segment.

For further details on the Bank's reporting segments, see "*Description of the Bank – Strategy*".

The Bank is registered in accordance with the CCL and is licensed to operate as a commercial bank in the UAE and is regulated by the UAE Central Bank. The Bank's registered office is at FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, UAE and its telephone number is +971 (0) 2 305 3012.

As at 31 March 2020, the Bank had 75 branches and pay offices and a network of 528 automated teller machines ("ATMs") in the UAE, with the majority in Abu Dhabi and Dubai. Additionally, as at 31 March 2020, the Bank had a strong international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices. The Bank also offers services to individuals and corporate customers through a diverse range of alternate distribution channels including its internet banking, phone and SMS banking systems and through the Group's mobile apps.

Strengths

Largest bank in the UAE and one of the largest in the GCC with a dominant market position

The Merger created a leading local and regional financial institution with total assets of AED 835.4 billion, total net loans and advances of AED 381.8 billion and total customer accounts and other deposits of AED 497.1 billion, representing the largest financial institution in the UAE and the second largest in the GCC, as at 31 March 2020. The combination of two, best-in-class and complementary consumer and wholesale banking businesses (comprising NBAD, one of the leading wholesale banks in the UAE with a significant international footprint, and FGB, a market-leading consumer banking franchise) significantly enhances the value proposition that the Bank is able to offer its customers.

The Bank has one of the largest customer bases in the UAE and maintains one of the largest domestic distribution networks. This distribution network offers significant opportunities to attract additional clients and expand the Bank's range of products and services to existing clients. As at 31 March 2020, the Bank had one of the largest branch networks in the UAE, comprising 75 branches and pay offices and a network of 528 ATMs, together with tele-banking, internet banking and mobile banking platforms.

The Bank's dominant market position throughout the UAE and wider GCC region reflects the Bank's focus on high quality customer service, creation of innovative products and services, in addition to, the strength of its offering and its established track record in both consumer and wholesale banking.

The significant scale of the Bank post-Merger has enabled the Bank to derive tangible synergistic benefits, including greater economies of scale and cost efficiencies as a result of the consolidation of common businesses, the integration of IT platforms and banking systems and the reduction (and, in some cases, closure) of overlapping branch locations. As at 31 December 2019, the Bank had achieved operating cost synergies attributable to the Merger of approximately AED 1.5 billion. The Bank has also derived revenue synergies as a result of its increased financial strength, with a greater ability to achieve revenue growth by virtue of its broader product and customer diversification, giving the Bank a strong platform for sustained profitability in its core banking markets in addition to making the Bank uniquely placed to capture new growth opportunities.

Broad regional and international network

In the UAE, the Bank is the leading financial institution with a broad portfolio of conventional and Islamic consumer and wholesale products, an extensive distribution network and well-established relationships with its broad client base. The Bank has one of the largest customer bases in the UAE and maintains one of the largest domestic distribution networks. This distribution network offers significant opportunities to attract additional clients and further expand the Bank's range of products and services to existing clients. As at 31 March 2020, the Bank had 75 branches and pay offices and a network of 528 ATMs throughout the UAE with a suite of alternate banking channels, including internet banking, mobile banking channels and SMS alerts.

Internationally, the Bank has a strong international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices.

This broad geographical footprint provides opportunities for the Bank to grow its product and service offering, in addition to developing its existing client base and leveraging off the Bank's well established domestic operations.

Strong capital base and liquidity

As at 31 March 2020, the Bank had a total capital adequacy ratio of 15.5 per cent., a Tier 1 capital adequacy ratio of 14.3 per cent. and a Tier 2 capital adequacy ratio of 1.1 per cent., calculated in each case in accordance with UAE Central Bank guidelines. As part of the gradual introduction of Basel III in the UAE, and pursuant to the "Regulations re Capital Adequacy" published by the UAE Central Bank in the UAE official gazette (the "**Official Gazette**") issue 612, which were effective from 1 February 2017, (the "**February 2017 Regulations**") and the accompanying standards (the "**Accompanying Standards**") which were published by the UAE Central Bank on 17 January 2018 in its Circular No. 28/2018 entitled "Standard re Capital Supply" and are expressed to be effective from 31 December 2017, effective from 1 January 2019, the Bank is required by the UAE Central Bank to maintain a minimum total capital adequacy ratio of 14.5 per cent. Included within this UAE Central Bank prescribed minimum total capital adequacy ratio, the Bank, as a domestically systemic important bank ("**D-SIB**"), is required, effective from 1 January 2019 to maintain a D-SIB buffer of 1.50 per cent of Common Equity Tier 1. A capital conservation buffer of 2.5 per cent. of Common Equity Tier 1 is also

included within this minimum total capital adequacy ratio of 14.5 per cent. In addition to this minimum capital adequacy ratio, a counter-cyclical buffer is applicable to the Bank, which is determined based on the basis of the geographical distribution of assets and the counter-cyclical capital buffer applicable in such jurisdictions. As part of the TESS implemented by the UAE Central Bank in response to COVID-19, the Bank is able to use fully utilise its 1.50 per cent. D-SIB buffer and 60 per cent. of its capital conservation buffer without supervisory consequences until 31 December 2021. See further "*The United Arab Emirates Banking Sector and Regulations – COVID 19*". The Bank's capital adequacy ratio has been bolstered by the issuance by each of NBAD and FGB of AED 4.0 billion of Tier 1 capital notes in February 2009, as well as by the issuance by NBAD of U.S.\$750 million perpetual Tier 1 capital securities in July 2015, which are accounted for as equity in accordance with IAS 32 *Financial Instruments – Presentation*. The Bank also maintains a strong liquidity position with a LCR of 109.5 per cent. and loan to deposit ratio of 76.3 per cent. as at 31 March 2020. As at 31 March 2020, the Bank had cash and balances with central banks of AED 176.0 billion.

The LCR requires that banks have sufficient HQLAs in their liquidity buffer to cover the difference between expected cash outflows and expected capped cash inflows over a 30-day stressed period. The Basel III Reforms require that the minimum value of the ratio is 100 per cent. (i.e., an institution's stock of HQLAs should at least equal total net cash outflows) while the UAE Central Bank introduced LCR for the relevant UAE banks in a phased manner, setting an initial benchmark of 60 per cent. upon commencement of LCR compliance, increasing to 100 per cent. as of 1 January 2019. As at 31 March 2020, the Bank held a portfolio of net HQLAs valued at AED 239.0 billion and had a LCR of 109.5 per cent. The Bank believes that its adherence to the LCR criteria will ensure that it is well equipped to absorb any unanticipated systemic shocks to the UAE or MENA economies or banking sectors. As part of the TESS implemented by the UAE Central Bank in response to COVID-19, the Bank's LCR is able to fall below the regulatory LCR of 100 per cent., provided that its LCR is higher than or equal to 70 per cent., until 31 December 2021. See also "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of the Notes issued under the Programme – Liquidity risks – The Bank's cash flow from its operations may not be sufficient at all times to meet its contractual and contingent payment obligations*" and "*The United Arab Emirates Banking Sector and Regulations – COVID-19*".

The Bank believes that the benefits of its strong capital and liquidity profile will, principally, be two-fold; with its sound capital base and a well-diversified business mix and funding profile better positioning the Bank to meet increasing regulatory demands, while the Bank's larger capital base and increased underwriting capacity will enable it to better serve UAE corporates with international ambitions and to better support international companies operating in the UAE.

Supportive principal shareholder

As at the date of this Base Prospectus, the Bank's principal shareholder is the Government, which indirectly holds approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

The Government was instrumental in the founding of NBAD and in supporting the Merger, with each of NBAD and FGB maintaining very strong working relationships with the Government, a situation which the Bank expects to continue post-Merger. Government support for the Bank (and, historically, for NBAD and FGB) has typically manifested itself in many ways such as Government controlled entities engaging the Bank (and, formerly, NBAD and FGB) in new business opportunities and remaining as long-standing clients of each institution. Furthermore, in common with other regional governments, the Government provided financial support to its local banks, including each of NBAD and FGB, during the 2008 global financial crisis which helped domestic banks to maintain liquidity and achieve a high capital adequacy ratio, well above the UAE Central Bank guidelines. The historic financial support and continued strong business relationships with the Government has, historically,

helped to stabilise the performance of each of NBAD and FGB in turbulent economic periods and to enhance customer and market confidence in these institutions.

Although there can be no assurance that the Government will continue to support the Bank in the same manner as it has historically supported each of NBAD and FGB, management believes that the Bank's relationship with the Government remains strong post-Merger and is unlikely to change in the foreseeable future.

Full service offering of conventional and Islamic products

Following the Merger, the Bank is able to provide a comprehensive range of both conventional and Islamic banking products and services to its customer base, therefore diversifying income sources as well as offering the Bank the opportunity to grow its balance sheet and strengthen its position in its core domestic market. As a full-service bank, the Bank has wider access to a more diverse customer base than its domestic competitor banks that offer either purely conventional products or, as the case may be, purely Islamic products. This product flexibility provides the Bank with a greater ability to cross-sell an enhanced product and service offering than many of its domestic competitors, providing a strong platform from which the Bank can continue to drive revenue growth and increased profitability.

Experienced Board and Executive Management team with proven track record in the banking industry

The Bank believes that it has a strong and experienced Board and a long-serving executive team with a proven track record in the UAE and international banking sectors.

The Bank's strategy is supported by the executive management team's broad expertise in the region, proven record for implementing industry leading initiatives, and by its focus on best practices and customer service. See further "*Description of the Bank – Strategy*". The Bank benefits from continuity of personnel within its executive management team, with the experienced management team being drawn from the legacy NBAD and FGB executive management and having extensive experience in the financial services sector in the UAE, the MENA region and internationally. Additionally, the Bank's Board are also largely drawn from the former NBAD and FGB boards of directors with a similarly strong track record in the banking industry. Further details of the Bank's Board and executive management are set out under "*Management*".

Prudent risk management culture

The Bank has a well-diversified loan portfolio and limited foreign exchange risk. It has invested, and continues to invest, significantly in improving its risk management procedures. Post-Merger, and as a function of the size and financial strength of the Bank, the Bank's management plans to commit even greater resources and investment to the internal risk management, compliance and control functions. As at 31 March 2020, the Bank had NPLs of AED 13.9 billion and, for the three months ended 31 March 2020, carried impairment allowances of AED 13.2 billion. As at 31 March 2020, the Bank's NPL ratio was 3.5 per cent.

The Bank's management believes that the levels of impairment allowances for impaired loans as at 31 March 2020 were sufficient to cover the Bank's potential loan losses as at that date. As at 31 March 2020, the Bank's provision coverage ratio was 95 per cent.

Strategy

As the largest full-service bank in the UAE, the Bank has developed individual strategies for each of its core business segments of CIB, PBG and subsidiaries. As its overarching strategic goal, the Bank aims to defend and grow its dominant position in the domestic market across consumer and wholesale

markets, with a particular focus on strengthening its Islamic banking franchise. The Bank also aims to stay relevant internationally by capturing trade and investment flows, expanding its product offering, focussing on flow of business, promoting cross-selling, and improving customer convenience through digitisation.

CIB

The Bank's CIB segment is sub-divided into dedicated, targeted customer segments, as follows: (a) the institutional banking group, which focuses on large institutional clients with an annual turnover in excess of AED 1 billion in addition to Government and Government-related entities; (b) the corporate banking group, which targets corporate clients with an annual turnover between AED 350 million and AED 1 billion; (c) the small and medium enterprises banking segment which includes all companies with an annual turnover of less than AED 350 million; and (d) the financial institutions group, which offers product and services to global financial institutions, including non-banking financial institutions, that are primarily liquidity and funding providers.

CIB offers a differentiated coverage model within each of these customer sub-segments, uniquely tailored according to the specific client requirements and sub-segment dynamics. The CIB coverage teams work on a 'follow the client' model through its global banking structure and oversee client requirements across the international locations in which the Group has a presence.

The CIB segment is also structured with dedicated product teams including the Global Transactions Banking product team through which the Bank offers core credit facilities to clients including short term loans and overdrafts; global cash management solutions and global trade finance products. CIB's Global Corporate Finance product unit offers clients debt capital markets and syndicated loan solutions (including distribution); project finance and structured finance solutions; and corporate finance advisory services (includes merger and acquisition advisory; equity capital markets advisory; project finance advisory; and capital restructuring advisory services). CIB also includes the Global Markets product unit that offers clients across geographies and across the three customer sub-segments a comprehensive range of treasury products including: flow and structured foreign exchange products; interest rate products; liquidity management solutions; credit derivatives; commodities trading; and investment solutions. FAB Islamic is CIB's Islamic banking window covering all Shari'a-compliant product offerings in co-ordination with the other product groups and in full adherence with all relevant local and international regulatory guidelines and Shari'a principles.

The key strategic priorities for CIB are to strengthen its leadership position in the UAE, "be an internationally relevant corporate bank" by dominating trade and investment flows to and from the MENA region, as well as expand its product offering, focus on flow of business and cross-sell.

A key strength of the Bank post-Merger is the significant size of its balance sheet which management intends to leverage to increase market share in particular product and customer classes, particularly in the competitive debt capital markets and loan syndication markets within the MENA region. Through its offering of best-in-class global transaction banking and global markets products and services in conventional as well as Shari'a-compliant forms, the Group intends to increase and diversify its customer base. Additionally, CIB intends to defend and foster its strategic relationships with the Government and Government-related entities, continuing as the preferred banking partner for the Government with a focus on liabilities, trade finance and Government-related payments.

Building on the Bank's strategy to be regionally dominant and internationally relevant, at an individual customer level, the institutional banking group and the corporate banking group aim to widen their sector exposure with clients across industry sectors by differentiating themselves from competitors by virtue of their comprehensive product offerings. The financial institutions group aims to deepen relationships with the top end of the banking and non-banking financial institutions in key global markets by leveraging the Bank's strong credit rating.

PBG

The Bank's PBG segment maintains its dominance in UAE retail banking through a strategic focus on customers, digital and its people. The segment is structured on the basis of the diverse needs of the targeted broad customer base with dedicated teams covering the retail, affluent, and private banking segments.

PBG benefits from a large customer base and comprehensive product offerings that meet the needs of all types of customers, from low income earners to ultra-high-net-worth individuals. The Bank is focused on improving the experiences of its customers and plans to deliver these improvements through a digitally enabled service delivery model and a strong service culture.

PBG is in the process of digitising its business. In recent years it has built out broad mobile self-serve capabilities and mobile sales capabilities. It has also proactively migrated customers to use digital channels, particularly for simple transactions and servicing. As at 31 March 2020, over a third of PBG's customers were active users of FAB mobile (FAB's mobile banking application). Digital remains a key area of focus for PBG.

The Bank has put in place a strong customer focused culture within PBG. This has driven high-levels of productivity and high customer satisfaction levels across all of its channels.

PBG is also growing its businesses in select international markets. The Bank continues to invest in its Egyptian retail business and in 2019 launched a digitally enabled bank in Saudi Arabia. The Bank's Private Banking segment aims to be the global partner for MENA clients through locations in the UAE, Geneva, London, Paris, Singapore and Saudi Arabia.

Islamic banking business

As at the date of this Base Prospectus, the Group's Islamic banking offering primarily comprises the Group's Islamic banking window which operates under the FAB Islamic brand. Additionally, the Group offers Islamic finance products and services through its Islamic finance house subsidiary, First Abu Dhabi Islamic Finance PJSC.

The Group will continue to operate the FAB Islamic brand and offer Islamic banking products and services across the Group's client base with a particular focus on CIB customers. As at 31 March 2020, FAB Islamic was one of the largest Islamic banking window in the UAE in terms of asset size.

The Group believes that its Islamic banking franchise is well positioned and will enable the Group to capitalise on opportunities arising from the growth in the domestic Islamic banking sector.

Subsidiaries

The Bank's principal subsidiary entities operate across real estate management, brokerage and fund management. The segment includes the following subsidiaries: FAB Properties Sole Proprietorship LLC ("**FAB Properties**"), Mismak Properties Sole Proprietorship LLC ("**Mismak**"), First Abu Dhabi Bank Securities LLC ("**FAB Securities**") and First Gulf Libyan Bank ("**FGLB**").

- *FAB Properties*

The Group's real estate business is predominantly managed by its wholly-owned subsidiary, FAB Properties. FAB Properties commenced operations in 2011 under the legacy FGB business (First Gulf Properties LLC) and also includes the legacy NBAD property management subsidiary, Abu Dhabi National Properties PJSC, which was consolidated into FAB Properties during 2017. In March 2018, First Gulf Properties LLC changed its legal name to FAB

Properties Sole Proprietorship LLC. Through FAB Properties, the Group offers property management and facility management services. FAB Properties manages a mixed and varied property portfolio in the UAE with total rent collection of approximately AED 481 million for the three months ended 31 March 2020. The property management business of FAB Properties is an ancillary service provided to selected CIB and high net-worth individual clients of the Bank which the Group expects to continue to grow opportunistically.

- *Mismak*

The Group's real estate investment and development activities are contained within Mismak. Mismak and First Merchant International LLC are legacy FGB subsidiaries and are wholly-owned subsidiaries of the Bank.

Mismak also provides engineering advisory services to support the Group's internal credit department when assessing client request for credit for real estate development projects. Additionally, Mismak provides asset management and advisory services in circumstances where a client is in default and the Group's real estate subsidiaries (including Mismak) take over the management of real estate assets which have been pledged as collateral.

- *FAB Securities*

FAB Securities is the Group's securities brokerage firm, independently licensed by SCA. FAB Securities is one of the largest brokerage service providers in the UAE operating through four active branches across the UAE in addition to its own dedicated e-trading platform. FAB Securities trades across the ADX, the Dubai Financial Market, Nasdaq Dubai, selected markets in the GCC and over 90 global markets facilitated through a single account. FAB Securities offers clients securities from various asset classes including equities, and fixed income in the primary and secondary markets (such as initial public offerings, new issues and listed and unlisted securities). In addition to securities trade execution, FAB Securities provides advisory services, market research and coverage for its institutional and individual clients.

- *FGLB*

FGLB is a fully fledged commercial bank in Tripoli, Libya which has been established following the signing of a memorandum of understanding between FAB and the Economic & Social Development Fund ("**ESDF**") Libya, on 4 September 2007. It is owned equally by FAB and Alenmaa for Financial Investment Holding Company ("**AFIHC**") Libya, with each holding 50 per cent. of FGLB's shares. The authorised capital of FGLB is 520 million Libyan Dinar and the paid up capital is 260 million Libyan Dinar. The FGLB board consists of a total of seven members with a majority (four members) from FAB, and FGLB is fully managed by FAB as per the agreement signed between FAB and AFIHC. Therefore FAB classifies FGLB as a subsidiary of FAB.

International operations

Internationally, the Bank's operations are primarily focused on the CIB segment with the ultimate objective of positioning the Bank as the primary link for businesses and governments seeking access to regional and global capital markets, particularly in emerging markets such as the UAE and wider GCC.

The Bank's Saudi banking operations commenced operations on 1 May 2019 out of the Bank's Riyadh branch. The Bank intends to offer services to Saudi retail and corporate customers which leverage the Bank's global relationships, expertise and financial strength and thereby strengthen its market position in the Kingdom of Saudi Arabia.

The Bank also has selective PBG operations internationally, the most significant of which is in Egypt. The Bank's overall strategic mission is to create value for customers, employees, shareholders and communities to grow stronger through differentiation, agility and innovation. This strategic mission of value creation is embodied in the strategic priorities which the Bank has established for its distinct core operating segments.

Capital Structure and Shareholders

The Bank's share capital is listed on the ADX and, as at 31 March 2020, had a market capitalisation of U.S.\$28.7 billion. As at 31 March 2020, the Bank's authorised, issued and paid up share capital comprised 10,920,000,000 shares with a nominal value of AED 1 each.

As at the date of this Base Prospectus, the Bank's principal shareholder is the Government, which indirectly holds approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

Financial Performance

Income statement

The Bank reported net profit attributable to shareholders of AED 2,408.3 million for the three months ended 31 March 2020, while net interest income was AED 3,060.8 million for the same period. Net fee and commission income was AED 838.9 million for the three months ended 31 March 2020, with operating income of AED 4,566.1 million and general, administration and other operating expenses of AED 1,352.5 million for the same period. Annualised return on tangible equity for the three months ended 31 March 2020 was 13.0 per cent. and the cost to income ratio (excluding Merger integration costs) for the three months ended 31 March 2020 was 29.1 per cent.

The following table shows the breakdown, by the division indicated, of the Bank's net profit for the three months ended 31 March 2020:

	Net profit attributable to shareholders for the three months ended 31 March 2020
	<i>(AED millions)</i>
Corporate and Investment Banking.....	1,657.2
Personal Banking Group.....	751.4
Subsidiaries.....	(44.1)
Head office.....	34.4
Minority Interest.....	9.4
Total.....	2,408.3

Statement of financial position

The Bank's total net loans and advances portfolio was AED 381.8 billion as at 31 March 2020. The distribution of the corporate loan portfolio across economic sectors is oriented towards real estate, banks, energy, other financial institutions and transport and communication, which is in line with the domestic economy.

The following table provides a breakdown of the Bank's total loans and advances portfolio by counterparty as at 31 March 2020:

As at 31 March 2020

	(AED millions)
Government sector	36,502.5
Public sector	76,521.5
Banking sector.....	23,823.8
Corporate/private sector	186,747.5
Personal/retail sector.....	72,969.6
Gross loans and advances	396,564.8
Less: interest suspended	(3,148.5)
Less: expected credit losses.....	(11,582.9)
Net loans and advances.....	381,833.4

The Bank's loan portfolio contains a high proportion of loans to the government and public sector entities. As at 31 March 2020, 28.5 per cent. of gross loans and advances were to government and public sector entities. This concentration of lending reflects the historically close relationship between each of NBAD and FGB and government and public sector entities.

Approximately 12.0 per cent. of the Bank's loan portfolio was denominated in foreign currency (excluding U.S. dollars) as at 31 March 2020. The Bank has implemented risk management methods to mitigate and control these foreign currency risks along with other market risks to which the Bank is exposed. See further "*Risk Management*".

The Bank maintains a securities portfolio (both trading and investment) of high credit quality. The Bank has a Board approved comprehensive risk appetite for these portfolios and they are managed and limited by value-at-risk ("**VaR**"), notional exposure, credit spread and interest rate sensitivities, geographic and single name exposure concentrations. See further "*Risk Management*".

The Bank has no direct exposure to collateralised debt obligations, structured investment vehicles and other sub-prime related issues. The securities portfolios are concentrated in the European and MENA markets. The trading portfolio mainly comprises debt instruments and a managed portfolio of funds and equities. The held-to-maturity portfolio comprises of debt issuances by sovereigns, corporates and financial institutions.

The following table provides a breakdown of the Bank's securities portfolio as at 31 March 2020:

	<u>As at 31 March 2020</u>
	(AED millions)
Fair value through profit or loss.....	18,837.0
Fair value through other comprehensive income.....	109,499.2
Investments in associates and joint venture	63.5
Amortised cost	4,263.3
Expected credit loss	(0.8)
	132,663.1

Capital adequacy

See "*Description of the Bank – Strengths – Strong capital base and liquidity*" for a description of the capital requirements applicable to the Bank and the Bank's capital ratios.

The Bank's capital management is aimed at maintaining an optimum level of capital to enable it to pursue strategies that build long-term shareholder value, whilst always meeting minimum regulatory capital adequacy ratio requirements. The principal difference between the UAE Central Bank's guidelines and Bank of International Settlements requirements is that, under the UAE Central Bank's guidelines, GCC government exposure is risk weighted at zero per cent. whereas, under the Bank of

International Settlements guidelines, GCC government exposure is risk weighted according to the relevant country's credit rating. Details of the Bank's risk weighted assets as at 31 March 2020, calculated in accordance with UAE Central Bank guidelines, are set out in the table below.

	As at 31 March 2020 (unaudited) (AED millions, other than percentage figures)
Tier 1 capital	
CET 1 capital	
Share capital	10,920.0
Share premium	53,436.0
Eligible reserves	3,993.4
Retained earnings	12,974.1
Non-controlling interest	315.2
Total CET 1 capital prior to deduction (A)	81,638.6
Goodwill and intangible assets	20,692.7
Other deductions from CET 1 capital	363.0
Total CET 1 capital after to deductions)	60,582.9
<i>Additional Tier 1 capital</i>	
Eligible AT1 capital (after grandfathering)	10,754.8
Total Tier 1 capital (B)	71,337.6
Tier 2 capital	
Undisclosed reserves/general provisions	5,442.1
Subordinated term loans	277.4
Total Tier 2 capital (C)	5,719.5
Total capital base (B) + (C)	77,057.1
Risk weighted assets:	
Credit risk	435,370.8
Market risk	26,164.5
Operational risk	35,913.1
Total risk weighted assets	497,448.4
CET1 ratio	12.2%
Tier 1 capital adequacy ratio	14.3%
Total capital adequacy ratio	15.5%

Equity

The Bank's total equity (which comprises, amongst other things, its issued share capital of AED 10.9 billion as at 31 March 2020 and its eligible reserves and retained earnings (of AED 18.3 billion in aggregate as at 31 March 2020)) amounted to AED 94.1 billion as at 31 March 2020.

Of the Bank's reserves, the most significant are the statutory reserve and the special reserve into which, under the CCL and the Bank's articles of association, 10.0 per cent. of net profit each year must be contributed until each reserve reaches 50.0 per cent. of the nominal value of the Bank's paid up share capital. Eligible reserves also include accumulated other comprehensive income and other disclosed reserves. These reserves on a combined basis amounted to AED 10.9 billion as at 31 March 2020.

As at 31 March 2020, shareholders' equity includes AED 4.0 billion Tier 1 capital notes issued by FGB in February 2009 to the Government; AED 4.0 billion Tier 1 capital notes issued by NBAD in March 2009 to the Government; and U.S.\$750 million perpetual Tier 1 capital securities issued by NBAD in July 2015, which are accounted for as equity in accordance with IAS 32 (*Financial Instruments – Presentation*). On 17 June 2020, FAB called the U.S.\$750 million perpetual Tier 1 capital securities.

Funding

As at 31 March 2020, the Bank had customer accounts and other deposits which totalled AED 497.1 billion. The Bank's customer accounts and other deposits contain a high proportion of deposits from government and public sector entities, again reflecting the linkage between NBAD, FGB and these governmental and government-related entities. As at 31 March 2020, 21.1 per cent. of the Bank's customer accounts and other deposits were from government entities and a further 18.1 per cent. were from public sector entities. The Bank's funding needs are also met by equity reserves and retained earnings, interbank lines of credit and repurchase agreements. Additionally, and prior to the Merger, the legacy NBAD and FGB entities accessed wholesale funding markets (through bilateral or syndicated loans and international bond markets) in order to diversify and increase the maturity of their funding sources. The Bank intends to continue to utilise the following debt capital markets funding platforms as a key source of funding:

- this Programme;
- the U.S.\$3,500,000,000 trust certificate issuance programme;
- the U.S.\$3,500,000,000 euro commercial paper programme;
- the A\$2,000,000,000 Australian domestic debt issuance programme;
- the U.S.\$10,000,000,000 U.S. commercial paper programme;
- the EUR3,000,000,000 French certificates de depot programme;
- the First Abu Dhabi Bank USA N.V., Curacao, acting through its Washington, D.C. branch U.S.\$3,000,000,000 U.S. certificate of deposit programme;
- the HKD5,000,000,000 certificate of deposit programme;
- the GBP10,000,000,000 certificate of deposit programme;
- the NBAD Americas N.V. certificate of deposit programme;
- the MYR3,000,000,000 medium term note and trust certificate issuance programme;
- the U.S.\$2,000,000,000 structured note programme; and
- the U.S.\$1,000,000,000 certificate of deposit programme.

As at the date of this Base Prospectus, the Bank also has outstanding the following standalone debt capital markets instruments:

- the (NBAD issued) AED 4,000,000,000 6 month EIBOR plus 2.3 per cent. per annum Tier 1 capital notes;

- the (FGB issued) AED 4,000,000,000 6 month EIBOR plus 2.3 per cent. per annum Tier 1 capital notes; and
- the JPY10,000,000,000 2.60 per cent. "Samurai" bond due 2026.

The following table shows the sources of the Bank's funding as at 31 March 2020:

	As at 31 March 2020 (unaudited)
	<i>(AED millions)</i>
Due to banks and financial institutions	59,930.5
Repurchase agreements	48,368.6
Commercial paper	16,562.5
Derivative financial instruments	40,332.0
Customer accounts and other deposits	497,126.1
Term borrowings	57,206.3
Subordinated notes	396.2
Other liabilities	21,383.3
Total equity	94,053.0
	835,358.7

Competition

The UAE banking sector as at 31 March 2020 comprised 48 commercial banks, including 10 Islamic banks, and branches or subsidiaries of 27 foreign commercial banks. The licensed foreign bank branches and subsidiaries focus mainly on consumer banking, trade finance, foreign currency operations and government-related business. Foreign bank participation in public sector financing has had a significant downward effect on margins in this area. The UAE banking market is becoming increasingly competitive and challenging, with the consummation of the Merger stimulating further movement towards greater consolidation amongst UAE banks.

UAE local banks enjoy tax advantages with zero corporate, income and sales tax while international banks operating in the UAE are subject to 20 per cent. corporate tax on their profits. With effect from 1 January 2018, certain of the GCC states (including the UAE) have implemented a VAT regime at a rate of 5 per cent, with the remaining GCC states expected to implement VAT in 2021. See also "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations – Risks relating to the UAE and the Middle East – Tax changes in the GCC may have an adverse effect on the Bank*" and "*Taxation – United Arab Emirates*".

Employees

As at 31 March 2020, the Bank employed 5,345 staff. These staff members do not include the 3,395 members of the Bank's outsourced workforce (who principally work within the consumer areas of sales, collections, call centre operations and credit card processing).

The Bank's human resources policy is aligned to its strategic vision and ambitious growth plans and is designed to attract, retain and motivate high-calibre, professional, skilled and knowledgeable employees. The Bank strives to foster a transparent working environment and invests significant resource in the provision of employee training and development schemes, in addition to providing a competitive remuneration and compensation structure.

Emiratization

In 1999, as part of a policy of "Emiratization", UAE banks were instructed by the UAE federal government to increase the number of UAE nationals on their payroll by at least 4 per cent. per annum. This policy has now been replaced by the Emiratization Circular which has introduced a scoring system based on target points in order to ensure the employment as well as progression of Emirati employees

in the organisation. The target points or minimum threshold for Emirati employees for an organisation is set by the UAE Central Bank on the basis of a number of factors (with the primary factor being the operating income).

The Emiratisation Circular does not set any upper limit at which the policy would no longer be applicable. If UAE banks are not able to achieve their targets for recruiting and progressing UAE nationals through their organisation, they will be subject to penalties to be computed in accordance with a specific formula set out in the Emiratisation Circular.

As at 31 March 2020, the Bank's Emiratisation percentage stood at 33.8 per cent. of its workforce in the UAE, equating to 1285 UAE nationals employed in positions at different levels across the Bank.

In line with the Emiratisation Circular, the Bank has made a commitment to employing and training UAE nationals. The Bank's Emiratisation strategy supports the Bank's position as a nationalisation leader across the UAE. The Bank's Emiratisation strategy, implemented through recruitment and employee selection as well as training programmes, enjoys the support and commitment of business heads and management across all business areas of the Bank.

Property

The Bank's principal fixed assets include its head office building in Abu Dhabi and its other branch buildings and offices. Such property and equipment had a net book value of AED 4.8 billion as at 31 March 2020.

As at 31 March 2020, the value of the Bank's investment properties, stated at fair value and representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, was AED 8.8 billion.

The fair value of the Bank's investment properties is based on valuations performed by third party valuers. The valuers are accredited with recognised and relevant professional qualification and with recent experience in the location and category of investment properties being valued. The fair values have been determined based on varying valuation models depending on the intended use of the investment properties in accordance with the Royal Institution of Chartered Surveyors Valuation Standards. The property rental income earned by the Bank from its investment properties that are leased out under operating leases, amounted to AED 30.7 million for the three months ended 31 March 2020.

Information Technology

The Bank's IT department delivers an effective, efficient and sustainable management of information assets and technology and is focused on utilising advanced IT systems to serve the Bank's customers and ensure that customers' data is well protected and secured.

Following the Merger, the Bank has integrated the IT systems of NBAD and FGB. The IT business systems allow the Bank to offer enhanced digital services to its customers across all geographies in which the Bank operates. As part of the Bank's investment in its technology systems, it has invested in the public cloud, big data and also built a new, enhanced data centre, with the aim of providing a robust physical and technical platform for the Bank's business application systems. See *"Description of the Bank – Strategy – Subsidiaries – First Gulf Information Technology LLC"* for further information.

Litigation

In March 2018, the Qatar Financial Centre Regulatory Authority (the "QFCRA") began an investigation into the alleged manipulation of the Qatari riyal, Qatari government backed securities and associated derivatives by the Bank (the "QFCRA Investigation"), and in April 2019 the State of Qatar

commenced a lawsuit that is currently pending in New York state court based on a similar allegation (the "**NY Litigation**"). The Bank considers the QFCRA Investigation and the NY Litigation to be baseless and it has made good faith efforts to resolve the matter with the QFCRA. However, in August 2019, the QFCRA announced that it had fined the Bank QAR200 million (approximately U.S.\$55 million) for allegedly obstructing the QFCRA Investigation and, in February 2020, the Qatar Financial Centre Court ordered this fine payable by the Bank as a judgment debt. The Bank intends to vigorously defend any attempts to enforce the fine. See further "*Risk Factors – Risks relating to the UAE and the Middle East - The Bank is subject to political and economic conditions in Abu Dhabi, the UAE and the Middle East*".

As at the date of this Base Prospectus, the Bank is not involved in any pending or, to the best of the Bank's knowledge, threatened litigation or arbitration proceedings which would have a material adverse effect on the Bank's financial position. Therefore, no material provision has been made as at 31 March 2020 regarding any outstanding legal proceedings. Pending legal proceedings are reviewed on an ongoing basis and, where required, provisions are made at the end of each fiscal quarter subject to appropriate internal approvals.

Insurance

The Bank has various insurance policies in place, including a banker's blanket bond insurance policy. The Bank's blanket bond insurance policy covers, among other risks, loss of its property whilst on the Bank's premises and whilst in transit; forgery of cheques, securities and other documents; and employee frauds, errors and negligence. The Bank believes that these insurance policies provide it with comprehensive insurance coverage against the various risks to which the Bank is exposed.

Sustainability Policy

The Bank is committed to taking a strategic approach to managing sustainability through its organisational culture and conducting business in a responsible way. In this context, the term "sustainability" refers to ensuring long-term business success while creating economic, environmental and social value for generations to come through the identification of new opportunities and the active management of current and future risks. Sustainability is a central factor in the Bank's long-term profitability and growth and is integral to its success and ability to meet the needs and expectations of its stakeholders.

Undertaking business in a responsible way is an important focus for the Bank. Its sustainability policy and environmental policy set out broad principles to assist the Bank in managing its business and operations in a responsible manner which is essential for the long-term growth and resilience of the organisation.

The Bank supports the country's sustainability objectives to which the government of the UAE is committed, including:

- UAE Vision 2021;
- UAE Green Agenda 2015-2030;
- Abu Dhabi Economic Vision 2030; and
- United Nations Sustainable Development Goals 2030.

The Bank focuses its sustainability efforts on the issues that it considers most material and follows international best practice and recognised standards to ensure proper sustainable management and impact reduction across its sustainability priorities. The Bank references the UN Sustainable

Development Goals ("SDGs") and aligns its business practices and sustainability performance to the relevant SDGs. The Bank is a member of the UAE Private Sector Advisory Council, which is focused on the implementation of the SDGs in the UAE.

In alignment with international best practice and the UAE government's commitment to mitigate climate change, the Bank has committed to implement the recommendations of the Task Force on Climate Related Financial Disclosure (TCFD), and is the first financial institution in the MENA region to make this commitment to managing climate change risks.

In its lending, the Bank is a signatory to the Equator Principles, a risk management framework adopted by financial institutions for determining, assessing and managing environmental and social risks in projects intended to support responsible risk decision-making. The Bank is the only UAE bank that is a signatory to the Equator Principles.

In the management of its own environmental impact, the Bank applies the ISO 14064-3 standard for greenhouse gas emissions verification, and reports to CDP (formerly Carbon Disclosure Project). The Bank was awarded a B-score by CDP in 2019, the highest score for financial institutions within the MENA region. In its sustainability reporting, the Bank aligns itself with the Global Reporting Initiative (GRI) Standards, the Equator Principles and the ICMA Green Bond Principles, while referencing the UNGC and SDGs.

The Bank is an active participant and contributor to a number of national sustainability committees and taskforces, such as:

- the UAE Climate Change and Environment Council;
- the Private Sector Advisory Council to the UAE National Committee on the SDGs;
- the Abu Dhabi Sustainable Finance Declaration;
- the ADGM (Abu Dhabi Global Market) Consultative Working Group on Sustainable Finance;
- the ADGM Sustainable Finance Forum Advisory Group;
- the World Future Energy Summit Technical Advisory Committee;
- the EAD (Environment Agency Abu Dhabi) Declaration on Cleaning the Marine Environment; and
- the Dubai Declaration on Sustainable Finance.

The Bank's corporate community investment programme reflects what the Bank does to voluntarily contribute to the communities in which it operates. It is designed to inspire its staff while building rewarding relationships with its communities beyond its core business activities. In 2019, the Bank has worked in partnership with non-profit organisations including Emirates Nature-WWF, Emirates Foundation, SEDRA Foundation and Special Olympics Abu Dhabi to:

- make a positive change in people's attitude or behaviour;
- help people with skills and personal development; and
- make a direct impact on people's quality of life.

The Bank also launched its "#PeoplewithPurpose" volunteering programme in 2018, which builds on the Bank's community partnerships and supports community investments.

The Bank is included in the MSCI Emerging Markets ESG Leaders Index, reinforcing the Bank's position as a regional leader in sustainability, highlighting the link between the Bank's sustainability performance, and the growing importance of its environmental, social and corporate governance ("ESG") performance to investors. The Bank is also represented on the FTSE4Good Emerging Markets Index.

Green Bond Framework

From time to time and pursuant to the Programme, the Bank intends to issue securities ("**green bonds**") whose net proceeds would be used to fund or refinance, in whole or in part, eligible projects within eligible categories set out in the Bank's Green Bond Framework. For the avoidance of doubt, finance provided to any business or project that is not eligible under the criteria set out in the Green Bond Framework will not be considered as the use of proceeds of a green bond issued under this Framework.

The Bank has broadly defined the eligible categories in accordance with the "Green Bond Principles" publicised by the International Capital Market Association. Eligible categories include:

- renewable energy;
- energy efficiency;
- pollution prevention and control;
- sustainable management of living natural resources;
- terrestrial and aquatic biodiversity conservation;
- clean transportation;
- sustainable water and wastewater management;
- climate change adaptation;
- eco-efficient product technologies; and
- green buildings.

Up to 100 per cent. of the proceeds of any green bond issue may be applied to refinance existing eligible projects within the eligible categories. Proceeds used for refinancing eligible projects will be substituted out of any green bond in favour of funding new eligible projects within eligible sectors as and when these become funded by the Bank. The Bank expects that the proceeds of each green bond will be allocated to eligible projects within the Middle East region. However, given the global nature of the Bank's business and the international operations of many of the Bank's clients, the proceeds of any green bond issue may be applied globally without geographical restriction. Where any portion of the proceeds of a green bond issue has not been applied to finance eligible projects within eligible sectors, proceeds may be invested according to local liquidity management guidelines.

Prior to completion of the Merger, legacy NBAD became the first financial institution in the UAE to issue a green bond in March 2017. In August 2019, the Bank was the first financial institution in the region to print a green private placement bond. Additionally, the Bank was also the joint bookrunner and joint lead manager on the first socially responsible sukuk issued by International Finance Facility

Immunisation Company ("**IFFIm**") and the first ever green sukuk issued by a MENA corporate in 2014 and 2019, respectively. In 2019, in alignment with the Bank's commitment to finance and support social projects, the Bank led the structuring of the first SDG loan transaction within the MENA region and for global aviation. In 2019 the Bank reached and exceeded its target to finance U.S.\$10 billion worth of sustainable projects over 10 years, 6 years ahead of schedule.

SELECTED FINANCIAL INFORMATION

The following information has been extracted from, and should be read in conjunction with, and is qualified in its entirety by reference to, the Financial Statements. See also "Presentation of Information – Presentation of Financial Information".

The following tables set out certain consolidated statement of financial position and consolidated statement of profit or loss financial information of the Group as at and for the three months ended 31 March 2020 (as extracted from the Interim Financial Statements) and the financial years ended 31 December 2019 and 31 December 2018 (as extracted from the 2019 Financial Statements).

Consolidated statement of financial position

	As at 31 March 2020	As at 31 December 2019	As at 31 December 2018
	(AED millions)		
Assets			
Cash and balances with central banks.....	175,950.5	169,702.0	182,908.7
Investments at fair value through profit or loss	18,838.0	20,099.2	14,620.9
Due from banks and financial institutions.....	35,054.6	17,026.5	19,176.1
Reverse repurchase agreements.....	24,051.8	24,678.4	19,033.5
Derivative financial instruments	34,570.0	15,917.3	13,084.2
Loans and advances	381,833.4	407,903.0	352,966.4
Non-trading investments	113,825.1	114,644.4	90,433.6
Investment properties.....	8,793.4	7,956.9	7,388.5
Property and equipment	4,792.6	4,619.0	3,991.2
Intangibles.....	19,448.1	19,498.1	19,699.7
Other assets	18,201.3	19,923.3	20,583.6
Total assets.....	835,358.7	821,968.0	743,886.4
Liabilities			
Due to banks and financial institutions	59,930.5	36,007.9	40,266.5
Repurchase agreements	48,368.6	38,821.8	34,769.7
Commercial paper.....	16,562.5	21,237.0	18,144.1
Derivative financial instruments	40,332.0	19,228.5	15,219.5
Customer accounts and other deposits.....	497,126.1	519,161.9	465,237.1
Term borrowings	57,206.3	55,751.8	42,268.2
Subordinated notes.....	396.2	381.3	402.0
Other liabilities	21,383.3	23,340.8	25,606.4
Total liabilities.....	741,305.6	713,931.0	641,913.4
Equity			
Share capital	10,920.0	10,920.0	10,897.5
Share premium	53,436.0	53,434.5	53,188.0
Treasury shares.....	(18.7)	(18.9)	(25.5)
Statutory and special reserves	10,920.0	10,920.0	9,483.2
Other reserves.....	(5,646.5)	2,474.0	(37.5)
Tier 1 capital notes.....	10,754.8	10,754.8	10,754.8
Share option scheme.....	249.8	249.8	266.8
Convertible notes – equity component	–	–	–
Retained earnings.....	13,023.1	18,872.4	17,083.9
Total equity attributable to shareholders of the Group	93,638.3	107,606.6	101,611.3
Non-controlling interest	414.7	430.5	361.7
Total equity	94,053.0	108,037.0	101,973.0
Total liabilities and equity	835,358.7	821,968.0	743,886.4

Consolidated statement of profit or loss

	Three months ended 31 March 2020	Year ended 31 December 2019	Year ended 31 December 2018
	(AED millions)		
Interest income.....	5,645.3	24,368.9	21,840.6
Interest expense.....	(2,584.6)	(11,594.1)	(8,810.4)
Net interest income.....	3,060.8	12,774.8	13,026.0
Fee and commission income.....	1,224.9	4,730.7	4,880.0
Fee and commission expense.....	(386.0)	(1,561.3)	(1,487.6)
Net fee and commission income.....	838.9	3,169.4	3,392.4
Net foreign exchange gain.....	583.7	2,601.0	2,042.5
Net gain on investment and derivatives.....	38.3	1,506.3	826.2
Other operating income.....	44.5	197.6	154.5
Operating income.....	4,566.1	20,249.1	19,445.7
General, administration and other operating expenses.....	(1,352.5)	(5,499.0)	(5,328.6)
Profit before net impairment charge and taxation.....	3,213.6	14,750.1	14,117.2
Net impairment charge.....	(738.2)	(1,843.0)	(1,725.8)
Profit before taxation	2,475.5	12,907.1	12,391.4
Overseas income tax expense	(76.6)	(314.5)	(325.0)
Profit for the period	2,398.8	12,592.6	12,066.4

Related Party Transactions

Certain related parties (principally the major shareholders, associated companies, directors and executive management of the Bank and companies of which they are principal owners) are customers of the Group in the ordinary course of business. The transactions with these parties were made on substantially the same terms, including interest and commission rates and the requirements for collateral, as those prevailing at the same time for comparable transactions with unrelated parties and did not involve an amount of risk which was more than the amount of risk relating to such comparable transactions. All loans and advances to related parties are performing advances and are free of any provision for impaired loans and advances.

As at 31 March 2020, the Group had financial liabilities to related parties totalling AED 51.4 billion and financial assets to related parties totalling AED 58.0 billion. The Group also had contingent liabilities with related parties in the amount of AED 20.8 billion as at 31 March 2020. See Note 30 (*Related parties*) to the Interim Financial Statements.

RISK MANAGEMENT

Overview

In common with other financial institutions, the Group faces a range of risks in its business and operations including: (a) credit risk; (b) market risk (including interest rate risk in the trading book, currency risk, equity risk in the trading book); (c) liquidity risk; (d) interest rate risk in the banking book; (e) operational risk (including risk of fraud); and (f) legal and compliance risk.

Efficient and timely management of the risks involved in the Group's activities is critical to its financial soundness and profitability. Risk management involves identifying, measuring, monitoring, controlling and reporting these risks on a regular basis. The objective of risk management is to protect the Group's capital and achieve a return on capital that is commensurate with the risks assumed.

Risk Management Structure

The overall responsibility for risk management lies with the Board. The principal role of the Board is to oversee implementation of the Group's strategic initiatives and its functioning within the agreed framework in accordance with relevant statutory and regulatory guidelines. Several Board level committees and management level committees form part of the overall risk management structure within the Group. The Board level committees include: (a) the Board Management Committee (the "**BMC**"), which is responsible for overseeing of the Group's overall business strategy and ensuring that the business policies and practices are in line with the overall strategy and in alignment with sound corporate governance and related regulatory requirements and guidelines; (b) the Board Risk and Compliance Committee (the "**BRCC**"), which is responsible for maintaining oversight over current and potential risk exposures across the Group and direction on risk strategy, frameworks, risk appetite, tolerance and culture; (c) the Board Audit Committee (the "**BAC**"), which has overall responsibility for assessing the internal audit findings, directing the implementation of audit recommendations and overseeing the internal audit activities being undertaken; and (d) the Board Remuneration and Nomination Committee (the "**REMCO**"), which is responsible for overseeing the appointment of the Board and executive management and ensuring that they discharge their responsibilities in the interests of the shareholders and the Group as well as overseeing the overall compensation and reward mechanism of the Group.

The Group Executive Committee (the "**EXCO**") is the Group's most senior management level committee and it operates under the delegated authority from the Board. The EXCO has established management committees to help execute the agreed objectives and to assist in running, controlling and monitoring the business of the Group efficiently and effectively. Management committees include: (i) the Group Risk Committee for overseeing the Group-wide risk strategy and exposures to enable integrated and effective risk management; (ii) the Group Compliance Committee for assisting the BRCC in fulfilling its objective of overseeing the Group's regulatory responsibilities and compliance with applicable laws and regulations issued by the various regulatory authorities; (iii) the Group Asset and Liability Committee, which has principal responsibility for the Group's asset and liability management process; (iv) the Group Corporate and Investment Banking Credit Committee, which assists in the development and implementation of the Group's corporate and investment banking business credit and investments strategy and related policies and procedures; (v) the Group Personal Banking Credit Committee to ensure a holistic overview of business strategies across the personal banking business of the Group; (vi) the Human Resources ("**HR**") Steering Committee for assisting the EXCO and the REMCO to implement the strategic and operational HR initiatives; (vii) the Group Operational Risk Committee for assisting the EXCO in fulfilling its objective of overseeing the Group's operational and fraud risk management related business continuity responsibilities; (viii) the Information Security Committee to assist the EXCO in overseeing, reviewing and taking decisions on the implementation of the Group's security controls to ensure that information assets of the Group are adequately protected; and (ix) the Group Technology Steering Committee to assist in fulfilling EXCO's

corporate governance and oversight responsibilities of all technology and information systems across the Group and to support the work of the BRCC in its oversight of the Group IT governance framework. The Group's Chief Risk Officer ("GCRO") is responsible for risk management for the Group's centralised risk management function.

The Group has also established an independent risk management unit, responsible for continuous monitoring identification, measurement, control, mitigation and reporting of risks arising out of the Group's activities. The risk management unit also monitors compliance with regulatory policies and procedures (including the Group's anti-money laundering procedures). The GCRO is responsible for day-to-day risk management for the Group. The risk management unit has separate sub-units responsible for management of enterprise risk, credit risk, market and liquidity risk, operational and fraud risk, legal risk and information security. Each of these sub-units reports to the GCRO.

The Group's treasury, under the strategic direction of the Group Asset and Liability Committee, is responsible for managing the Group's assets and liabilities and its overall financial structure. It is also primarily responsible for managing the funding and liquidity risks of the Group. Risk management processes throughout the Group are audited on an annual basis by internal auditors who examine both the adequacy of the processes and compliance with regulatory requirements. The results of each internal audit are reported directly to the BAC.

Risk Monitoring, Measurement, Control and Reporting

The Group has established an enterprise risk management policy ("ERMP") framework to support the Group's risk management objectives.

The aim of the Group's ERMP framework is to support the Group in being a world-class organisation maximising its risk adjusted returns for all stakeholders by establishing a risk management framework across the Group. The core objective of ERMP framework is to provide a reasonable degree of assurance to the Board that the risks threatening the Group's achievement of its core values and purpose are being identified, measured, monitored and controlled through an effective integrated risk management system. The ERMP framework consists of specific policy documents covering all material risks across the Group that include enterprise risk management policy, risk appetite policy, corporate governance framework, corporate and investment banking credit policy, personal banking credit policy, IFRS 9 impairment policy, market and liquidity risk related policies, operational risk policy, fraud risk policy, outsourcing risk policy, compliance risk related policies, information security risk related policies, business continuity management policy, internal capital adequacy assessment process policy, new products approval policy and model risk management policy. In addition to these risk management policies, the Group has also put in place detailed operational policies, procedures and programs wherever needed. Other relevant risks such as reputation risk and strategy risk are covered under the enterprise risk management policy.

As a part of the ERMP framework, the Group has established a formal risk appetite structure in the form of a top-down approach that incorporates requirements of various stakeholders, including shareholders, holders of its debt securities and regulators through a dialogue process between risk taking functions after a careful consideration of the risk-return trade-off.

Risk monitoring and control is primarily based on limits established by the Group's executive management. These limits reflect the Group's business strategy and the market environment in which it operates as well as the risk appetite of the Group. Information from all parts of the Group is collected, examined and processed in order to identify, analyse and control risks. This information is presented to the BRCC and the Group Risk Committee on a quarterly basis. The information covers credit, market, liquidity, operational, fraud, information security and compliance risks and is designed to enable the Board and executive management to receive all necessary information so as to independently assess the possible impact of these risks on the Group's businesses. The Group uses a range of measures to mitigate

and control risks including the use of credit risk mitigation techniques (collaterals, guarantees, netting, etc.) to reduce exposure to credit risk and the use of derivative instruments to hedge exposure to certain interest and currency exchange rate risks. The Group is working on diversifying its lending activities in order to minimise risk concentrations across specific customer groups, industries or businesses and is considering securitisation and other structured solutions as a way of mitigating credit risk. The risk profile of all major transactions is assessed and authorised by appropriate management representatives before the transactions are concluded and the effectiveness of all risk mitigation measures is closely monitored by the risk management unit.

Credit Risk

Credit risk is the risk of a customer or counterparty to a financial asset failing to meet its obligations in accordance with the agreed terms and, as a result, causing the Group to incur a financial loss. The Group is exposed to credit risk through its lending, trading, hedging and investing activities as well as through activities in which it acts as an intermediary on behalf of customers/other third parties or issues guarantees. The Group is also exposed to credit concentration risk. Various forms of credit risk concentrations can be distinguished in this context including large exposures to individual clients or groups of connected clients, large exposures to clients of poor credit quality, large exposures to clients in certain countries and large exposures to clients belonging to specific industries, amongst others. Indirect credit risk concentrations can also arise as a result of certain credit risk mitigation techniques.

The Group's primary exposure to credit risk arises through its loans and advances to customers, as well as through its interbank lending operations. The amount of credit exposure in this regard is a function of assets being carried on the consolidated balance sheet. In addition, the Group is exposed to off balance sheet credit risk through the contingent liabilities it assumes. The Group is also exposed to credit risk on various other financial assets, including derivative instruments and debt investments.

The Group has established an independent credit risk team within the risk management unit to track the magnitude of credit risk. The middle office reports this risk to executive management on a regular basis.

The table below sets out the Group's maximum exposure to credit risk for the different components of the balance sheet, including derivatives as at 31 March 2020. This exposure does not take into account netting and collateral agreements that serve as credit risk mitigants. Where financial instruments are recorded at fair value, the amounts shown in the table represent the then current credit risk exposure but not the maximum credit risk exposure that could arise in the future as a result of changes in values.

	As at 31 March 2020
	<i>(AED millions)</i>
Balances with central banks	174,452.8
Due from banks and financial institutions.....	35,122.9
Reverse repurchase agreements.....	24,053.7
Loans and advances (gross).....	396,564.8
Non-trading investments ⁽¹⁾	113,285.7
Other assets	12,394.4
Investments at fair value through profit or loss	16,601.6
	772,475.9

⁽¹⁾ Comprises amortised cost and FVOCI debt.

The Group controls credit risk by monitoring credit limits and exposures, limiting transactions with specific counterparties, continually assessing the creditworthiness of counterparties, diversification of lending activities, compliance with internal lending limits to avoid undue concentrations of risks and by obtaining security as appropriate.

The Group's credit policy is reviewed and approved by the Board on an ongoing basis. The Group's credit policy allows for a certain degree of flexibility if circumstances warrant deviations from standard practice. All such exceptions are clearly documented and ratified by the Board.

The Group's credit risk limits are set in line with its credit criteria and reviewed at least on an annual basis. Credit exposure to individual customers or groups of customers is controlled through a tiered hierarchy of delegated approval authorities and is based on several factors including, but not limited to, country risk rating, industry risk rating, counterparty risk rating and assessment of facility risk.

Significant counterparty credit exposures, industry exposures and sector exposures are reviewed by executive management on a regular basis.

The table below sets out the Group's concentration of its gross loans and advances portfolio by counterparty and industry sector, in each case as at 31 March 2020.

	As at 31 March 2020
	<i>(AED millions)</i>
Counterparty	
Government sector	36,502.5
Public sector	76,521.5
Banking sector.....	23,823.8
Corporate/private sector	186,747.5
Personal/retail sector.....	72,969.6
Gross loans and advances	396,564.8

	As at 31 March 2020
	<i>(AED millions)</i>
Industry	
Agriculture	477.1
Energy	35,480.0
Manufacturing	24,404.0
Construction	10,488.8
Real estate	81,983.0
Trading	25,874.5
Transport and communication	26,945.2
Banks	23,823.8
Other financial institutions	35,835.6
Services	21,730.0
Government	36,502.5
Personal – Loans and Credit Cards	53,201.2
Personal – Retail Mortgage	19,768.4
Others	50.8
Gross loans and advances	396,564.8

The table below sets out the Group's credit concentration in respect of its non-trading investments by counterparty and by external credit ratings, in each case as at 31 March 2020.

	As at 31 March 2020
	<i>(AED millions)</i>
Counterparty type	
Government sector	53,288.4
Supranational	904.9
Public sector	23,236.1
Banking sector.....	28,548.8
Corporate/private sector	7,847.8
Less: allowance for impairment (expected credit loss) on amortised cost securities	(0.8)
Total non-trading investments	113,825.1

	As at 31 March 2020
	(AED millions)
External credit rating	
AAA	12,945.6
AA to A.....	73,129.3
BBB and below	23,156.7
Unrated	4,594.3
Less: allowance for impairment (expected credit loss) on amortised cost securities	(0.8)
Total non-trading investments	113,825.1

The Group operates a system of approval limits for its corporate lending, which is reviewed on a regular basis.

In line with the Group's credit policy, various types of credit risk mitigants – such as collaterals, guarantees, netting agreements and credit derivatives – are being used to mitigate risks. The mitigants are usually in the form of cash collateral or securities, legal charges over customer's assets, third party guarantees or assignments over receivables. As per the Group's internal policies, all of the mitigants are valued and monitored at regular intervals. Responsibility for day-to-day management of existing credit exposure is delegated to credit officers who comply with the regular credit review requirements set out in the Group's credit manual. Credits are assessed using an internal credit risk evaluation system based on detailed qualitative and quantitative criteria.

In assessing its credit exposure, the Group's corporate customers are classified into 11 rating categories ranging from 1 (highest rating) to 11 (default rating). For regulatory reporting purposes, the Group reports its loans to the UAE Central Bank as per five grade scale where 1 is performing, 2 is watch list, 3 is sub-standard, 4 is doubtful and 5 is loss. In accordance with Circular 28/2010 issued by the UAE Central Bank on 11 November 2010, Grades 1 and 2 are considered as performing whereas Grades 3, 4 and 5 are considered as non-performing.

The tables below set out the Group's categorisation by credit quality of its exposure to the following asset classes as at 31 March 2020.

	As at 31 March 2020				
	Stage 1	Stage 2	Stage 3	Purchased or originally credit impaired ⁽¹⁾	Total
			(AED millions)		
Balances with central banks.....	170,995.6	3,457.2	–	–	174,452.8
Due from banks and financial institutions.....	34,359.1	763.8	–	–	35,122.9
Reverse repurchase agreements.....	24,053.7	–	–	–	24,053.7
Loans and advances (gross).....	360,629.0	18,729.2	12,369.2	4,837.4	396,564.8
Non-trading investments ⁽²⁾	113,263.5	22.2	–	–	113,285.6
Other assets	12,267.2	125.6	1.6	–	12,394.4
Unfunded exposure	220,940.4	5,583.1	1,370.2	–	227,893.8
	936,508.4	28,681.1	13,741.0	4,837.4	983,768.0

⁽¹⁾ The Group, from an internal credit quality point of view, considers AED 4,667 million as par to non-performing loans.

⁽²⁾ Comprises amortised cost and FVOCI debt.

Impairment

The Group recognises loss allowances for expected credit loss ("ECL") on the following financial instruments that are not measured at fair value through profit or loss:

- balances with central banks;

- due from banks and financial institutions;
- reverse repurchase agreements;
- financial assets that are debt instruments;
- loans and advances;
- loan commitments issued; and
- bank guarantee contracts, acceptances, letter of credits issued.

No impairment loss is recognised on equity investments. The Group measures loss allowances at an amount equal to lifetime ECL, except for the following, for which are measured as 12-month ECL:

- debt investment securities that are determined to have low credit risk at the reporting date; and
- other financial instruments (other than lease receivables) on which credit risk has not increased significantly since their initial recognition.

Loss allowances for lease receivables are always measured at an amount equal to lifetime ECL.

Measurement of ECL

Credit loss allowances are measured using a three-stage approach based on the extent of credit deterioration since origination:

- Stage 1 – where there has not been a significant increase in credit risk ("**SICR**") since initial recognition of a financial instrument, an amount equal to 12-month expected credit loss is recorded. The expected credit loss is computed using a probability of default events occurring over the next 12 months. For instruments with a remaining maturity of less than 12 months, a probability of default corresponding to remaining term to maturity is used;
- Stage 2 – when a financial instrument experiences a SICR subsequent to origination but is not considered to be impaired, it is included in Stage 2. This requires the computation of expected credit loss based on the probability of default events over the remaining estimated life of the financial instrument; and
- Stage 3 – financial instruments that are considered to be impaired are included in this stage. Similar to Stage 2, the allowance for credit losses captures the lifetime expected credit losses.

The key inputs into the measurement of ECL are the term structure of the following variables:

- probability of default;
- loss given default; and
- exposure at default.

These parameters are generally derived from internally developed statistical models and other historical data. They are adjusted to reflect forward-looking information.

The Group ceases to accrue income on any loan wherein a reasonable doubt, with respect to collection of unpaid interest or fees, exists or where a loan is classified as a non-performing asset. As at 31 March

2020, interest suspended amounted to AED 3.1 billion (equal to 0.8 per cent. of total gross loans as at 31 March 2020).

As at 31 March 2020, total provisions amounted to AED 13.2 billion representing 95 per cent. of all NPLs. The NPL ratio was 3.5 per cent. as at 31 March 2020.

It is the Group's policy to write-off impaired assets only after all reasonable restructuring and collection efforts have been undertaken and where the possibility of any further recovery is considered remote. For the three months ended 31 March 2020, the Group's write-off of impaired financial assets amounted to AED 25.6 million.

On 27 March 2020, the IASB issued a guidance note, advising that both the assessment of SICR and the measurement of ECLs are required to be based on reasonable and supportable information that is available to an entity without undue cost or effort. In assessing forecast conditions, consideration should be given both to the effects of COVID-19 and the significant government support measures being undertaken.

Under the TESS, the IFRS 9 staging and classification of loans of customers that are Stage 1 and are receiving relief is expected to remain unchanged during the period of the scheme and not downgraded. In addition, as part of the UAE Central Bank's stimulus package in response to COVID-19, banks are able to apply a prudential filter to IFRS 9 expected loss provisions. The prudential filter will allow any increase in IFRS 9 provisioning compared to 31 December 2019 to be partially added back to regulatory capital. This will allow IFRS 9 provisions to be gradually phased-in over a five year period until 31 December 2024. See further "*The United Arab Emirates Banking Sector and Regulations – COVID-19*".

Counterparty credit risk for derivative transactions

Credit risk in respect of derivative financial instruments arises from the potential for a counterparty to default on its contractual obligations and is limited to the positive market value of instruments that are favourable to the Group. The positive market value is also referred to as the "replacement cost" since it is an estimate of what it would cost to replace transactions at prevailing market rates if a counterparty defaults. Derivatives are used by the Group to help manage its balance sheet risks in an efficient manner and are also offered to the Group's clients with back-to-back transactions executed with other financial institutions. The majority of the Group's derivative contracts are entered into with other financial institutions with investment grade credit ratings from the main credit rating agencies.

Market Risk

Market risk is defined as the risk of losses in the Group's on or off-balance sheet positions arising from movements in interest rates, credit spreads, foreign exchange rates and the prices of its debt, equity and commodity investments.

The Group has established an independent market risk management team which, in addition to its oversight role, tracks the magnitude of market risk on a daily basis, models and validates market data and develops quantitative risk management techniques. The Group has established policies and guidelines for managing trading activities and investments that are subject to market risk. These policies and guidelines are reviewed and approved by the Group Risk Committee and further ratified by Board level committees on an annual basis. These guidelines stipulate inter-alia the risk appetite for market risk through a comprehensive limit structure covering exposure, sensitivities, concentration and VaR and lay down the investment criteria for each asset class.

Positions in the Group's trading and investment book portfolio are created subject to compliance with the investment policies and guidelines. The Group has established an independent market risk team

within the risk management unit to track the magnitude of market risk on a daily basis, in addition to its role of oversight, model and market data validation and development of quantitative techniques for risk management. The middle office reports this risk to executive management on a daily basis.

The Group's market risk unit also carries out regular scenario analysis and stress testing exercises to ascertain the level of risk in the event of unforeseen movements in the Group's key risk factors.

Interest rate risk

Interest rate risk arises from the possibility that changes in interest rates will affect future profitability or the value of financial instruments. The Group is exposed to interest rate risk as a result of mismatches or gaps in the amounts of assets and liabilities and off-balance sheet instruments that mature or re-price in a given period. The Group manages this risk through hedging and by reviewing the re-pricing of assets and liabilities through risk management strategies. The asset and liability management risk team monitors the gaps and reports both interest rate risk and liquidity risk to the Group Asset and Liability Committee on a monthly basis. The Group's sensitivity to interest rate changes is reduced by the fact that a very significant part of its loans and advances can be re-priced on either a monthly or quarterly basis.

Currency risk

Currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates. The Group's functional currency is the UAE dirham. As the UAE dirham has been pegged to the U.S. dollar since 1980, positions in U.S. dollars have not generally been considered as a significant currency risk, although this assessment has been re-evaluated in recent years given increased market speculation concerning the possible abolition of the currency peg in a number of GCC countries in response to the volatile oil price environment. The Group's foreign exchange positions are monitored on a daily basis to ensure that they are maintained within established limits set by the Group Risk Committee. The Group uses forward foreign exchange contracts and currency swaps to hedge against specifically identified currency risks.

Equity price risk

Equity price risk is the risk that the fair values of equity securities decrease as a result of changes in the levels of equity indices and the values of individual securities. The Group invests in international equities and hedge funds and also acts as a broker for trading in local and international equities. The Group manages its equity price risk through limits for each product and limits by country, currency, sector and dealer where appropriate in order to ensure diversification of its equity investments in terms of both geographical distribution and industry concentration. All outstanding own-account open positions are monitored daily and appropriate limits are in place.

Liquidity Risk

Liquidity risk is the risk that the Group will be unable to meet its funding requirements. Liquidity risk can be caused by market disruptions or deterioration in the Group's credit quality which may adversely impact certain sources of funding. Liquidity risk management seeks to ensure that, even under adverse conditions, the Group has access to the funds necessary to cover customer needs, maturing liabilities and the capital requirements of its operations. In accordance with Basel III guidelines, the Group monitors its LCR and maintains a portfolio of HQLAs as part of its LCR monitoring and reporting obligations to the UAE Central Bank. As at 31 March 2020, the Group held a portfolio of net HQLAs valued at AED 239.0 billion and had a LCR of 109.5 per cent. As part of the TESS, the Bank is able to fall below the regulatory LCR of 100 per cent., provided that their LCR is higher or equal to 70 per cent., until 31 December 2021.

Liquidity risk arises in the general funding of the Group's financing, trading and investment activities and in the management of liquidity positions. This risk involves the risk of unexpected increases in the cost of funding the portfolio of assets at appropriate maturities and rates, the risk of being unable to liquidate a position in a timely manner on reasonable terms and the risk that depositors could withdraw their funds at a rate faster than the rate at which borrowers repay their loans, thus causing liquidity strain.

The Group seeks to maintain liquid assets at prudent levels to ensure that cash can be made available quickly to honour its obligations, even under adverse conditions. To further address liquidity risk, the Group's management has established liquidity monitoring procedures and is diversifying the Group's funding sources in terms of origin and tenor. In addition, the Group maintains a statutory deposit with the UAE Central Bank and has a range of credit lines from banks and financial institutions.

The following table sets out the percentage of cash and balances with Central Banks, repurchase agreements and due from financial institutions compared to total assets as at 31 March 2020.

	As at 31 March 2020
	<i>(per cent)</i>
Cash and balances with central banks, reverse repurchase agreements and Due from banks and financial institutions	28.1
Loans and advances	45.7
Investments at fair value through profit or loss, Derivative financial instruments, Non-trading investments and Investment properties	21.1
Property and equipment, Intangibles and Other assets	5.1
Total assets	100.0

The day-to-day management of liquidity within the framework of the Group's liquidity risk policy is the responsibility of the asset and liability management desk with global markets which is overseen in this regard by the Group Asset and Liability Committee. The Group uses a maturity ladder (time bucket) approach for managing its liquidity.

The Group's liabilities, in particular its customer deposits, are principally short-term in nature whereas its assets, in particular its loans and advances, are generally of a longer term. The Group believes that this apparent maturity gap is mitigated by the fact that a large part of its customer deposits, although contractually of a short-term nature, as is customary practice in the UAE, historically have been maintained for longer periods. The Group believes that this reflects the strength of its relationship with its principal depositors. Other mitigants include the Group's liquid asset balances, including a part of its investment portfolio and the fact that a number of its loans repay on an instalment basis. Notwithstanding these mitigants, there remains a risk that the Group could be exposed to liquidity risks should there be a significant downturn in market conditions allied with a significant removal of deposits from the Group.

With respect to liquidity risk related ratios, the UAE Central Bank made it mandatory for all UAE based banks to comply with the Eligible Liquid Assets Ratio ("**ELAR**") and an Advances to Stable Resources Ratio ("**ASRR**") as of 1 January 2016, while giving an option for banks to apply for compliance with the Basel III LCR and NSFR in accordance with the timelines set by the Bank for International Settlements. All the aforementioned liquidity ratios are monitored and reviewed by the Group Asset and Liability Committee.

Derivatives

In the ordinary course of its business, the Group enters into a range of transactions that involve derivative instruments. In these transactions, the Group assists its customers and counterparties (typically other financial institutions) in altering their risk profile in a particular area by structuring transactions to meet the particular needs of the customer or counterparty. The positions accumulated

from such activity are typically passed on to others in the market but may also be managed as open positions with a view to a limited profit. The Group manages the risks involved in this activity through appropriate limits and stop loss parameters established and monitored by the risk management division.

The Group also enters into derivative transactions to hedge its currency, interest rate and cash flow risks as part of its asset and liability management activities. This hedging may be in respect of specific financial instruments, forecasted transactions or strategic hedging against overall balance sheet exposures.

The total derivatives book by notional value as at 31 March 2020 was AED 2,192 billion (with a net mark-to-market of negative AED 5.8 billion).

Operational Risk

Operational risk is the risk of loss resulting from inadequate or failed internal processes/people/systems or from external events, including fraud. The Group has set up an independent operational risk team within the risk management unit for development and automation of an operational risk framework, for monitoring of operational losses on a regular basis and for necessary reporting to executive management. The Group has a dedicated team for the purposes of investigating suspected incidents of fraud.

Detailed operational manuals, internal control mechanisms (including segregation of duties, access, authorisation and reconciliation procedures, staff education and assessment processes), periodic reviews and internal and external audits are tools employed for sound assessment, monitoring and management of operational risk in the Group's business. The Group is in the process of automating the process related to operational risk management through system implementation. The Group has in place an enterprise fraud risk monitoring system to monitor suspicious transactions.

Legal Risk

Legal risk is the risk of losses due to legal or regulatory action that invalidates or otherwise precludes performance by the Group or any of its counterparties under the terms of its contractual agreements. The Group seeks to mitigate this risk through the use of properly reviewed standardised documentation and obtaining appropriate legal advice in relation to its non-standard documentation.

The Group is compliant with FATCA. In line with the inter-governmental agreement finalised by the UAE federal government with the United States Government, the Group has completed its FATCA registration and obtained its Global Institution Identification Number for the Bank and all of its subsidiaries and international branches.

MANAGEMENT

Board of Directors

The Group operates under the direction of the Board of Directors (the "**Board**"), which is the principal decision-making forum with overall responsibility for the Group's strategy and for monitoring the performance of the Group's businesses and executive management. As at the date of this Base Prospectus, the Board comprises 10 non-executive members. Each member of the Board is elected at a shareholders' general assembly meeting for a period of three years. All elected directors seeking to serve an additional term are required to seek re-election by the shareholders every three years.

The primary mandate of the Board is to align the Group's strategic objectives, risk appetite and overall corporate governance framework with the best interests of the Group and thereby maximise value for shareholders. This mandate is coupled with responsibility for monitoring and maintaining the Group's financial and economic stability and safeguarding the rights and benefits of all of the Group's stakeholders. Decisions of the Board are, with limited exceptions, made by majority votes of those present (in person or by proxy) at the meeting. The Board and the Group's executive management have delegated certain powers to committees, as described below.

The roles of the Chairman of the Board and the Group's Chief Executive Officer ("**GCEO**") are separate and independent of one another and there is a clear segregation of their respective duties and responsibilities. The Chairman's main responsibility is to lead the Board and ensure the effective engagement and contribution of all directors, so that the Board may fully discharge its legal and regulatory responsibilities.

The Board appoints the GCEO and specifies his powers and authority. The day-to-day management of the Group's business has been delegated by the Board to the GCEO, who is assisted by the other members of executive management. The GCEO, assisted by the other members of executive management, is responsible for controlling and monitoring the Group's business on a day-to-day basis, recommending strategy to the Board, leading executive management and implementing the Board's strategic and operational decisions.

Any candidate for appointment as a director must be considered and approved by the Board's Remuneration and Nomination Committee, the UAE Central Bank and the Group's shareholders at its General Assembly.

The table below shows the names of the members of the Board as at the date of this Base Prospectus.

<u>Name</u>	<u>Position</u>
H.H. Sheikh Tahnoon Bin Zayed Al Nahyan	Chairman
H.E. Sheikh Mohamed Bin Saif Bin Mohamad Al Nahyan	Vice-Chairman
H.E. Jassim Mohammed Buatabh Al Zaabi	Board Member
H.E. Dr. Sultan Ahmed Al Jaber	Board Member
H.E. Sheikh Ahmed Mohammed Sultan Al Dhahiri	Board Member
H.E. Jassim Mohamed AlSeddiqi	Board Member
H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi	Board Member
H.E. Mohamed Thani Murshid Ghanem Al Rumaithi	Board Member
H.E. Mohammed Saif Al Suwaidi	Board Member
H.E. Waleed Al Mokarrab Al Muhairi	Board Member

Detailed below is brief biographical information about each member of the Board as at the date of this Base Prospectus.

H.H. Sheikh Tahnoon Bin Zayed Al Nahyan – Chairman

H.H. Sheikh Tahnoon Bin Zayed Al Nahyan is the chairman of the Group and the former Chairman of FGB. He also serves as an advisor to the National Security of the UAE and chairman of Royal Group.

H.E. Sheikh Mohamed Bin Saif Bin Mohamad Al Nahyan – Vice-Chairman

H.E. Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan is a non-executive director of the Board and a former NBAD board member. With more than 15 years' experience as a business professional, H.E. is the chairman of the Abu Dhabi National Insurance Company (which is a leading and prominent insurance provider in the region) as well as the chairman of Abu Dhabi National Insurance Company's risk management committee. He holds a degree in international economics and history from the American University of Paris, France.

H.E. Jassim Mohammed Buatabh Al Zaabi – Board Member

H.E. Jassim Mohammed Buatabh Al Zaabi is a non-executive director of the Board.

H.E. has served as the Chairman of the Abu Dhabi Department of Finance since April 2019. As one of the eminent Emirati leaders, H.E. was assigned several vital positions before that, such as Chairman of the Abu Dhabi Executive Office, which is the local executive authority of Abu Dhabi. He also served as Chairman of the Executive Committee of the Executive Council of the Emirate of Abu Dhabi. H.E. is the Director General of the National Electronic Security Authority (NESA), Vice President of the Abu Dhabi Development Holding Company, Chairman of the Board of Directors of the Abu Dhabi Retirement Pensions & Benefits Fund, Chairman of Injazat Data Systems Company, Chairman of Al Yahsat Satellite Communications Company, a board member of the Advisory Council of Mohamed bin Zayed University of Artificial Intelligence and a board member of Emirates Nuclear Energy Corporation.

H.E. holds a bachelor's degree in Business Administration from Ajman University of Science and Technology and a master's degree in Business Administration from London Business School.

H.E. Dr. Sultan Ahmed Al Jaber – Board Member

H.E. Dr. Sultan Ahmed Al Jaber is a non-executive director of the Board. H.E. is the Minister of State of the UAE and member of the federal cabinet. Dr. Al Jaber has extensive experience in both the public and private sector and has been responsible for overseeing, developing and enhancing strategic geopolitical, social and economic partnerships with several nations.

H.E. is also the Group Chief Executive Officer of the Abu Dhabi National Oil Company (ADNOC), where he is leading the rapid and comprehensive transformation of the company at the direction of the leaders of the UAE. H.E. was the Chief Executive Officer of the 'Energy' platform at MIC. Whilst at MIC, he established Masdar, Abu Dhabi's pioneering renewable energy initiative. He also served as Chairman of the Abu Dhabi Ports Company from 2009 to 2019.

H.E. also holds several leadership roles and advisory positions and counsels on issues related to energy, economics, strategic communications and sustainable development.

H.E. has previously served on the United Nations Secretary General's High-level Group on Sustainable Energy for All.

H.E. is the Chairman of Masdar, Chairman of the UAE National Media Council, Chairman of Abu Dhabi Media Company, Chairman of the Board of Trustees of the Mohamed bin Zayed University of Artificial Intelligence, a member of the Emirates Diplomatic Academy Board of Trustees and a board member of Emirates Global Aluminium.

H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri – Board Member

H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri is a non-executive director of the Board, having previously served as a non-executive director on NBAD's board. He is also the chairman of Bin Srou Engineering. He is also a board member of the National Consultative Council ("NCC"), a board member of Emirates Communication (Etisalat), vice chairman of Abu Dhabi National Hotels Company and vice chairman of Abu Dhabi Aviation. He has previously served as Undersecretary of the Department of Social Services and Commerce Building from 1996 until 2009. He holds a bachelor's degree in civil engineering science.

H.E. Jassim Mohammed Al Seddiqi – Board Member

H.E. Jassim Mohammed Al Seddiqi is a non-executive director of the Board, having previously served as a non-executive director on FGB's board. He also serves as the chief executive officer of SHUAA Capital, a Dubai Financial Market listed entity, which was created by the merger of SHUAA Capital and Abu Dhabi Financial Group. He is also the chairman of Gulf Finance House, SALAMA Islamic Arab Insurance Company, Eshraq Investments PJSC, Khaleeji Commercial Bank and the Entertainer and a board member of Abu Dhabi Capital Group, ADNOC Distribution and Dana Gas. He has previously served as the chief executive officer of Abu Dhabi Capital Group and a lecturer at the Abu Dhabi based Petroleum Institute. He holds a bachelor's degree in electrical engineering from the University of Wisconsin-Madison and a master's degree in electrical engineering from Cornell University, United States.

H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi – Board Member

H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi is a non-executive director of the Board, having previously served as a non-executive director on NBAD's board. He is an executive director of the Direct Investment Department at ADIC PJSC. Prior to this, he was the deputy director of the External Funds (Americas) Department at ADIA. He is also a board member of Etihad Aviation Group and UAE Banks Federation. He holds a degree in business administration (finance) and M.Sc. in finance from Seattle University, USA and is a Chartered Financial Analyst.

H.E. Mohammed Thani Murshed Ghanem Al Rumaithi – Board Member

H.E. Mohammed Thani Murshed Ghanem Al Rumaithi is a non-executive director of the Board, having previously served as a non-executive director on FGB's board. He is the President of the Federation of Chambers of the GCC. In addition, he is the chairman of the Abu Dhabi Chamber of Commerce and Industry, chairman of National Marina Dredging Co., chairman of Arabtec Holding and chairman of Thani Murshed Unilever. He is also vice president of Abu Dhabi Sports Council.

H.E. Mohammed Saif Al Suwaidi – Board Member

H.E. Mohammed Saif Al Suwaidi is a non-executive director of the Board, having previously served as a non-executive director on FGB's board. He is the director general of the Abu Dhabi Fund for Development. He also serves as chairman of Al Ain Farms for Livestock Production and as a board member of the Abu Dhabi Centre of Food Security, Al Jazira Sports and Cultural Club, UAE Red Crescent and DP World. He has previously served as the director of operations department at the Abu Dhabi Fund for Development for 11 years where he was in charge of all the projects financed by the

fund. He holds a bachelor's degree in business administration from California Baptist University, United States.

H.E. Waleed Al Mokarrab Al Muhairi – Board Member

H.E. Waleed Al Mokarrab Al Muhairi is a non-executive director of the Board.

H.E. is Deputy Group Chief Executive Officer of MIC and has strategic oversight of the company's broad investment portfolio and special projects at the group level while ensuring that the company's four platforms are coordinating efficiently. He is also Chief Executive Officer of the Alternative Investments & Infrastructure platform and leads MIC's healthcare, real estate & infrastructure, and capital investment portfolios.

H.E. is a member of MIC's Investment Committee, which is mandated to develop the company's investment policies, establish investment guidelines and review all proposed projects and investments to ensure they are in line with business objectives.

He was one of the principal architects behind the Abu Dhabi 2030 Economic Vision. Prior to joining MIC, he worked with the UAE Offsets Program Bureau as a Senior Project Manager. Past roles also include working with McKinsey & Company as a commercial and governmental consultant.

H.E. is the Chairman of Cleveland Clinic Abu Dhabi, Member of the Board of Trustees of Cleveland Clinic in the United States, Chairman of Waha Capital, Vice Chairman of Aldar Properties, a board member of Abu Dhabi Global Market, a board member of Emirates Investment Authority, a board member of Tamouh Investments and a board member of Investcorp Holdings, Bahrain. H.E. holds a Master's Degree in Public Policy from Harvard University, USA, and a Bachelor of Science Degree in Foreign Service from Georgetown University, USA.

The business address of each member of the Board is First Abu Dhabi Bank PJSC, FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates.

Certain members of the Board, their families and companies of which they, or members of their families, are principal owners, or of which they are employees, are customers of the Group in the ordinary course of business. The transactions with these parties are made at arm's length and on substantially the same terms, including interest rates, as those prevailing at the same time for comparable transactions with unrelated parties. See further "*Selected Financial Information – Related Party Transactions*" and *Note 30 (Related parties)* to the Interim Financial Statements.

Except as disclosed in the next paragraph, no member of the Board named in the table above has any actual or potential conflict of interest between his duties to the Group and his private interests and/or other duties.

Each of the directors of the Group named in the table above has outside interests in entities other than the Group, including employment and/or directorships with third parties (as set out in their respective biographies). Given the wide scope of the Group's operations, such entities have banking and/or other commercial relationships with the Group. Some Board members also have personal banking relationships with the Group. As the directors are involved in the Group's decision-making process and have knowledge of the Group's products and services, including the commercial terms thereof, a potential conflict of interest may arise. However, the Group has established robust internal procedures to deal with any such potential conflict, including the relevant director being excluded from voting at board meetings on issues which relate to the relevant director's and/or other connected entity's dealings with the Group.

The Group is committed to managing all related party transactions and potential conflicts of interest which may arise and to meet the Group's obligations to maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to identify, monitor and manage related party transactions and conflicts of interest.

The Group's code of conduct covers the conduct of members of the Board. The code binds signatories to the highest standards of professionalism and due diligence in the performance of their duties. It also covers conflicts of interest, disclosure and the confidentiality of insider information. Members of the Board are bound by specific regulations relating to insider trading and are required to disclose details of their shareholdings in the Group.

The Group maintains a register for all conflict of interest cases.

Board Committees

The Board has established the following four Board-level committees which are described below. The roles and authorities of each Board committee are defined and delegated by the Board and are described in each committee's charter. Each Board committee reviews its charter on a periodic basis and submits any recommendations for amendments or updates to the Board for approval. The Board committees also submit reports to the Board's Chairman each quarter regarding their respective duties.

Board Remuneration and Nomination Committee

The REMCO comprises three members of the Board, the Group Chief Executive Officer and the Group Chief Human Resources Officer as a permanent attendee. The REMCO has overall responsibility for recommending and overseeing the appointment of members of the Board and executive management and ensuring that they discharge their responsibilities in the interests of the shareholders and the Group as a whole. The REMCO also oversees (and has ultimate responsibility for approving) compensation packages (including, but not limited to, fixed and variable salaries, long term incentives and other benefits) and ensures that these are appropriate and consistent with the Group's culture, business and risk strategy, performance and control environment as well as with any legal or regulatory requirements.

As at the date of this Base Prospectus, the members of the REMCO are: H.H. Sheikh Tahnoon Bin Zayed Al Nahyan – Chairman, H.E. Sheikh Mohamed Bin Saif Bin Mohamed Al Nahyan, H.E. Khalifa Sultan Al Suwaidi, the Group Chief Executive Officer and the Group Chief Human Resources Officer as a permanent attendee.

A quorum of a majority of the members is required to convene a meeting of the REMCO. Only members of the REMCO and the Group Chief Human Resources Officer (as a permanent attendee) are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The REMCO is required to hold a minimum of two meetings per year and provides regular reports to the Board. In the three months ended 31 March 2020, the REMCO had met one time.

Board Management Committee

The BMC comprises four members of the Board and the Group Chief Executive Officer. The BMC, on behalf of the Board, is responsible for approving and overseeing the execution of the Group's business plan in line with the Board approved strategy. The BMC oversees the Group's overall management and ensures that the Group's business policies and practices are in line with the Group's business interests and are in alignment with sound corporate governance and compliance standards including provisions of the UAE Central Bank.

As at the date of this Base Prospectus, the members of the BMC are: H.E. Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan, H.E. Mohammed Saif Al Suwaidi, H.E. Jassim Mohammed Al Seddiqi, H.E. Waleed Al Mokarrab Al Muhairi and the Group Chief Executive Officer.

A quorum of a majority of the members is required to convene a meeting of the BMC and only members of the BMC are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The BMC is required to hold a minimum of four meetings per year and provides regular reports to the Board. In the three months ended 31 March 2020, the BMC did not meet.

Board Risk and Compliance Committee

The BRCC comprises four members of the Board, the Group Chief Executive Officer (as a non-voting member) and the Group Chief Risk Officer (as a permanent attendee). Under authority delegated by the Board, the BRCC plays a key role in the fulfilment of corporate governance standards and overall risk management by assisting the Board in the formulation of strategy for enterprise-wide risk management, evaluation of overall risks faced by the Group, alignment of risk policies with business strategies and ultimate determination of the level of risks which will be in the best interests of the Group through risk based capital planning. The BRCC, by virtue of powers delegated to it by the Board, also approves changes in risk management policies as and when required.

As at the date of this Base Prospectus, the members of the BRCC are: H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi – Chairman, H.E. Jassim Mohammed Buatabh Al Zaabi, H.E. Dr. Sultan Ahmed Al Jaber, the Group Chief Executive as a non-voting member and the Group Chief Risk Officer (as a permanent attendee).

A quorum of a majority of the members is required to convene a meeting of the BRCC. Only members of the BRCC and the Group's Chief Risk Officer (as a permanent attendee) are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The BRCC is required to hold a minimum of four meetings per year and provides regular reports to the Board. In the three months ended 31 March 2020, the BRCC had met one time.

Board Audit Committee

The BAC comprises three members of the Board and the Group Chief Executive Officer as a non-voting member, and the Group Chief Audit Officer as a permanent attendee. This committee is principally responsible for reviewing the internal audit programme, considering the major findings of each internal audit review, making appropriate investigations and responses ensuring co-ordination between the internal and external auditors keeping under review the effectiveness of internal control systems, and in particular reviewing the external auditor's management letter and management's response thereto.

As at the date of this Base Prospectus, the members of the BAC are: H.E. Jassim Mohammed Al Seddiqi – Chairman, H.E. Mohammed Thani Murshed Ghanem Al Rumaithi, H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri, H.E. Mohammed Saif Al Suwaidi, the Group Chief Executive Officer (as a non-voting member) and the Group Chief Audit Officer (as a permanent attendee).

A quorum of at least three members (inclusive of the Chairman) is required to convene a meeting of the BAC. Only members of the BAC and the Group's Chief Audit Officer (as a permanent attendee) are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The BAC is required to hold a minimum of four meetings per year and provides regular reports to the Board. In the three months ended 31 March 2020, the BAC had met one time.

Executive Management

The Group has an experienced executive management team which is responsible for day-to-day supervision and control of the Group's business, particularly with respect to ensuring functionality of compliance and risk control, independence of functions, and separation of duties. Business policies, accounting policies and operations procedures and controls are documented and communicated through policies and standard operating procedures manuals which cover all areas and activities of the Group. All significant policies are reviewed and approved by the Board.

Name	Position
Mr. Andre Sayegh.....	Group Chief Executive Officer
Mr. Zulfikar Ali Sulaiman	Group Chief Operating Officer
Mr. Pradeep Rana	Group Chief Risk Officer
Mr. Karim Karoui	Group Head of Mergers & Acquisitions
Ms. Hana Al Rostamani	Deputy Group Chief Executive Officer and Head of Personal Banking
Mr. James Burdett.....	Group Chief Financial Officer
Mr. Fadel A. B. Al Ali	Deputy Group Chief Executive Officer and Head of Corporate and Investment Banking
Mr. Shirish Bhide	Group Chief Credit Officer
Mr. Peter Baker	Group Chief Human Resource Officer
Mr. Yuri Misnik.....	Group Chief Technology Officer
Mr. Nurendra Perera	Group Chief Audit Officer

Detailed below is brief biographical information about each member of the Group's executive management team as at the date of this Base Prospectus.

Mr. Andre Sayegh – Group Chief Executive Officer

Mr. Sayegh is the Group's Chief Executive Officer, before which he had served as Deputy Group Chief Executive Officer and Head of Corporate and Investment Banking since 2017, playing a key role in steering the Bank through its post-Merger transformation. Previously, he was the Chief Executive Officer for First Gulf Bank PJSC from 2006 to 2017.

Mr. Sayegh has over two decades of banking and financial services experience to his role as Group Chief Executive Officer at FAB. During his tenure at FAB and previously at FGB, Mr. Sayegh has worked with Abdulhamid Saeed (FAB's former Group CEO and the current Governor of the UAE Central Bank) to continually deliver solid financial results, with the Bank becoming one of the largest financial institutions in the UAE. At FGB he transformed the organisation from a small BB+ rated bank to an AA- large diversified banking group and drove the expansion of the bank's international business.

His previous experience includes senior positions with several leading international financial institutions, including Citibank within corporate banking, consumer banking and private banking in various international locations including London, Geneva, New York and the UAE.

Mr. Sayegh is fluent in English, French, Arabic and Spanish. He holds a BBA in Finance and an MBA in Corporate Finance and Banking from the American University of Beirut, Lebanon and completed a project at Columbia University majoring in the evolution of financial institutions.

Mr. Zulfiqar Ali Sulaiman – Group Chief Operating Officer

Mr. Sulaiman is the Group's Chief Operating Officer. Mr. Sulaiman was also appointed as the Group Chief Integration Officer in July 2016, a role created upon the announcement of the merger of FGB and NBAD, with responsibility of managing the overall Integration Program. Post the merger in 2017, he was also appointed Group Head of International Banking and later in 2017 he took over additional responsibilities of Chief Operating Officer. He previously served as chief operating officer at FGB with responsibility for managing FGB's support functions including IT, operations, corporate real estate services and administration. He has more than 36 years of banking experience in the Middle East, Africa and South Asia. Prior to joining FGB, he held a number of senior positions including chief financial officer, country compliance and control head at Citibank and head of Citibank in Oman.

He holds a bachelor's degree in commerce, majoring in accounting and finance from Karachi University, Pakistan as well as a certificate in the Master of Business Administration programme in accounting and finance from the Institute of Business Administration, Karachi, Pakistan.

Mr. Sulaiman recently announced his retirement from FAB. Following his departure Mr. Sulaiman's direct reports and responsibilities will transition to the Deputy Group Chief Executive Officer and Head of Corporate and Investment Banking. Mr. Sulaiman will continue to lead the function during the transition phase over the coming month.

Mr. Pradeep Rana – Group Chief Risk Officer

Mr. Rana is the Group's Chief Risk Officer having joined in April 2020 from Danske Bank in Denmark where he served as Group Head of Corporate Credit Risk Management and Chief Risk Officer of Wholesale Banking. Mr. Rana started his career with ABN AMRO in the Netherlands before working across Singapore, Hong Kong, South Korea and the UK. After ABN AMRO, he joined Standard Chartered where he held positions including Country Chief Risk Officer for India, Group Head of Operational Risk in Singapore and most recently Regional Chief Risk Officer for ASEAN.

Mr. Karim Karoui – Group Head of Mergers & Acquisitions

Mr. Karoui is the Group's Head of Mergers & Acquisitions. He was appointed as the Group Head of Subsidiaries, Strategy and Transformation in March 2017, prior to which he served as FGB's chief financial officer. Mr. Karoui has more than 25 years of banking experience and also has extensive experience in company audit and financial management. Before joining FGB, Mr. Karoui worked with leading regional and financial institutions, including Citibank in Tunisia for over eight years. Mr. Karoui is also a board member of First Gulf Libyan Bank.

He holds a master's degree in accounting from IHEC, Carthage, Tunisia.

Ms. Hana Al Rostamani – Deputy Group Chief Executive Officer and Head of Personal Banking

Ms. Al Rostamani is the Group's Deputy Chief Executive Officer and Head of Personal Banking, before which she served as the Group Head of PBG. Previously she was the head of consumer banking at FGB where she was responsible for the growth of FGB's consumer banking group in the UAE. Previously, she worked with FGB in corporate strategy, corporate communications, branding, branch management, product development, consumer credit policy, card operations management and consumer behaviour metrics.

She holds a master's degree in information management from the George Washington University, United States and has also completed a certificate in bank card management from the Visa International Association and the U.K. Chartered Institute of Bankers.

Mr. James Burdett – Group Chief Financial Officer

Mr. Burdett is the Group's Chief Financial Officer having held the same position at NBAD since joining NBAD from ANZ on 30 April 2014. At ANZ, Mr. Burdett also served as chief financial officer for international and institutional banking. Prior to his role at ANZ, Mr. Burdett was chief financial officer at ANZ for the Asia-Pacific, Europe and Americas regions. Mr. Burdett also spent 17 years at HSBC, initially serving as chief financial officer for various regional operations positions before undertaking the role of group head of management information, planning and analysis and a member of the finance management board chaired by the HSBC group chief financial officer. In his role as Group Chief Financial Officer, Mr. Burdett has responsibility for the Group's finance and treasury functions.

Mr. Burdett has worked for a number of international banks in Hong Kong, Australia, England, Singapore, China and Indonesia. Mr. Burdett is a Chartered Accountant and studied accounting and finance at the Auckland Institute of Technology, New Zealand.

Mr. Fadel A. B. Al Ali – Deputy Group Chief Executive Officer and Head of Corporate and Investment Banking

Mr. Al Ali is the Deputy Group Chief Executive Officer and Head of Corporate and Investment Banking. Previously he served as the Group's Chief Customer Experience and Digital Officer. He joined the Group on 1 July 2017. Mr. Al Ali has an extensive experience in corporate governance and strategic commercial roles across a range of industries, including real estate, hospitality, investment and banking. Prior to joining the Group, he was appointed as chief executive officer of Dubai Holding. He has also worked at Citibank as head of UAE distribution and spent nearly 15 years of his career at Citibank.

He holds a bachelor's degree in industrial and system engineering from the University of Southern California, United States.

Mr. Shirish Bhide – Group Chief Credit Officer

Mr. Bhide is the Group's Chief Credit Officer having previously served in the same role at FGB. Mr. Bhide has around 26 years of international banking experience in various leadership roles across the industry. Mr. Bhide worked with Citibank in India, South Africa and Uganda for almost 20 years in various roles before leaving to join The National Commercial Bank in Jeddah, Saudi Arabia. He joined FGB as its chief credit officer in March 2013 and was subsequently appointed as acting head of FGB's wholesale banking and international team in May 2016.

Mr. Bhide holds an MBA from the University of Poona, India and a postgraduate diploma in accounting and finance from the London School of Economics.

Mr. Peter Baker – Group Chief Human Resource Officer

Mr. Baker is the Group's Chief Human Resource Officer. He has around 25 years of experience across Asia Pacific, United States, Europe, Middle East and Africa in human resources, sales and marketing and has previously served in those roles at Procter & Gamble and Maersk Group. Prior to joining the Group, Mr. Baker was the chief human resources officer for Damco (a world leader in logistics and supply chain management with a presence in over 80 countries).

Mr. Baker holds a bachelor's degree in business from the University of Technology, Sydney.

Mr. Yuri Misnik – Group Chief Technology Officer

Mr. Misnik is the Group Chief Technology Officer. Mr. Misnik has the responsibility for driving the Group's technology and transformation strategy to ensure that FAB is ready for the next generation of

digital banking services. Mr. Misnik has 21 years of experience in technology at HSBC, Microsoft, Amazon Web Services and the National Australia Bank ("NAB"), having worked in London, Melbourne, Singapore and now the UAE. Before joining FAB, he served as the Executive General Manager for the NAB, one of Australia's leading banks. NAB is currently the 21st largest bank in the world, as measured by market capitalisation, with 1,590 branches and service centres across Australia, New Zealand and Asia. Yuri holds a Masters degree in Applied Math and Mechanics from Saint Petersburg State Polytechnical University, Russia.

Mr. Nurendra Perera – Group Chief Audit Officer

Mr. Perera is the Group Chief Audit Officer. He is also a permanent attendee/observer to the Group Executive Management Committee and sits on the BAC.

With over 30 years' banking experience, he joined FGB in 2001 as the Deputy Head of Internal Audit and served as the Head of Group Internal Audit at the FGB from 2007 until the Merger. He has previously worked with National Bank of Umm Al Quwain, Sampath Bank and Commercial Bank plc in the UAE and Sri Lanka.

Mr. Perera holds a master's degree in business administration with a specialisation in finance and is a Certified Internal Auditor and Certified Financial Services Auditor with the following certifications: CIA, CFSA and CRMA from the Institute of Internal Auditors (U.S.), CISA and CRISC from ISACA (U.S.) and CIB (United Kingdom).

The business address of each member of the executive management is First Abu Dhabi Bank PJSC, FAB Building, Khalifa Business Park – Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates.

No member of the Group's executive management has any actual or potential conflict of interest between his duties to the Group and his private interests and/or other duties.

Executive Management Committees

Brief descriptions of the Group's executive management committees are set out below.

Group Executive Committee

The Group Executive Committee is the Group's most senior management level committee and it operates under a delegated authority from the Board. The Group Executive Committee supports the GCEO to determine and implement the Group's strategy as approved by the Board.

As at the date of this Base Prospectus, the Group Executive Committee has 10 voting members with one invitee (the Group Chief Audit Officer). The GCEO serves as chairman of the committee. A quorum of a majority of voting members is required with the presence of the chairman or the vice chairman to convene a meeting.

The Group Executive Committee is required to meet at least monthly or more frequently if required. In the three months ended 31 March 2020, the Group Executive Committee had met three times.

Group Risk Committee

The Group Risk Committee operates under a delegated authority from the Group Executive Committee and also assists the BRCC. The primary objectives of the Group Risk Committee are to define, develop and periodically monitor the Group's risk appetite along with its related methodology, parameters, targets, and tolerances taking into account the Group's strategy and business planning. In addition, the

committee is accountable to highlight, discuss and monitor key regulations, both local and international and as they apply to all businesses where the Group operates. The committee will report relevant matters to the Group Executive Committee and, as appropriate, the BRCC, advising and informing them as required on the Group's risk appetite and framework and on key compliance and other regulatory risk matters.

As at the date of this Base Prospectus, the Group Risk Committee has five voting members, with the GCEO serving as chairman of the committee. A quorum of a majority of voting members with the presence of the chairman or the vice chairman is required to convene a meeting.

The Group Risk Committee is required to meet at least quarterly or more frequently if required. In the three months ended 31 March 2020, the Group Risk Committee had met one time.

For further information on the Group's risk management processes, see "Risk Management".

Compliance Committee

The Compliance Committee operates under a delegated authority from the Group Executive Committee. It also assists the BRCC in fulfilling its objective of overseeing the Bank's regulatory responsibilities as well as ensuring the Bank's compliance with the applicable laws and regulations issued by various regulatory authorities across the Group.

As at the date of this Base Prospectus, the Compliance Committee has five voting members, with the GCEO serving as chairman of the committee. A quorum of a majority of voting members with the presence of the chairman or the vice chairman is required to convene a meeting.

Since 1 June 2020, the Compliance Committee is required to meet monthly or more frequently if required. Prior to that the committee was required to meet quarterly or more frequently. In the three months ended 31 March 2020, the Compliance Committee had met one time.

Group Asset and Liability Committee

The Group Asset and Liability Committee operates under a delegated authority from the Group Executive Committee and is the driving force and key decision maker behind the structure and quality of the balance sheet. The committee is directly accountable to the BRCC for ensuring that the risks within the Group's asset and liability position are prudently managed by way of strong Group policy and procedures and an appropriate risk framework.

As at the date of this Base Prospectus, the Group Asset and Liability Committee has nine voting members, with GCEO serving as chairman of the committee. A quorum of a majority of voting members with chairman or the vice chairman present is required to convene a meeting.

The Group Asset and Liability Committee is required to meet monthly or more frequently if required. In the three months ended 31 March 2020, the Group Asset and Liability Committee had met three times.

Corporate and Investment Banking Credit Committee

The Corporate and Investment Banking Credit Committee operates under a delegated authority from the Group Executive Committee. It assists in the development and implementation of the Group's CIB business credit strategy and policies and procedures. The principle role of the committee is to oversee the credit and lending strategies and objectives of the Group.

As at the date of this Base Prospectus, the Corporate and Investment Banking Credit Committee has four voting members, with GCEO serving as chairman of the committee. A quorum of a majority of voting members with chairman or the vice chairman present is required to convene a meeting.

The Corporate and Investment Banking Credit Committee is required to meet quarterly or more frequently if required. In the three months ended 31 March 2020, the Group Corporate and Investment Banking Credit Committee had met two times.

Personal Banking Credit Committee

The Personal Banking Credit Committee operates under a delegated authority from the Group Executive Committee and supports the work of the BMC (and the BRCC) in assisting with the development and implementation of credit strategy, for personal banking businesses within Group.

As at the date of this Base Prospectus, the Personal Banking Credit Committee has four voting members, with GCEO serving as chairman of the committee. A quorum of a majority of voting members with the chairman or the vice chairman present is required to convene a meeting.

The Personal Banking Credit Committee is required to meet at least quarterly or more frequently if required. In the three months ended 31 March 2020, the Group Personal Banking Credit Committee had met one time.

Human Resources Steering Committee

The principal role of the Human Resources Steering Committee is to assist the Group Executive Committee and the REMCO in fulfilling their respective duties with regard to implementing strategic as well as operational human resource initiatives. The committee's role is also to approve human resource initiatives and policies to ensure that the Group's requirements from an employee perspective are considered and changes, as necessary, are approved or are submitted for approval to the relevant governance body. The committee is the formal sponsor of all material human resources initiatives across the Group in line with the Group's employee value proposition.

As at the date of this Base Prospectus, the Human Resources Steering Committee has five members, with the GCEO serving as chairman of the committee. A quorum of a majority of voting members with the chairman or the vice chairman present is required to convene a meeting.

The Group Human Resources Steering Committee is required to meet at least quarterly or more frequently if required. In the three months ended 31 March 2020, the Group Human Resources Steering Committee had not met.

Group Operational Risk Committee

The Group Operational Risk Committee operates under a delegated authority from the Group Executive Committee to assist the Group Executive Committee in fulfilling its objective of overseeing the Group's operational risk management, business continuity and information security responsibilities. The Group Operational Risk Committee is responsible for managing and reporting the Group's operational risk profile, ratifying the Group's information security policy and procedures and integrating the Group's business continuity management policy and business recovery strategy.

As at date of this Base Prospectus, the Group Operational Risk Committee has five voting members, with the Group Chief Operating Officer serving as chairman of the committee. A quorum of a majority of voting members with the chairman or the vice chairman present is required to convene a meeting.

The Group Operational Risk Committee is required to meet at least six times in a calendar year or more frequently if required. In the three months ended 31 March 2020, the Group Operational Risk Committee had met one time.

Information Security Committee

The Information Security Committee operates under a delegated authority from the Group Executive Committee to assist the BRCC and the Group Risk Committee. The main objectives of the Information Security Committee are to oversee, review and take decisions in respect of the implementation of the Group's IT security controls to ensure that information assets of the Group are adequately protected and in order to enhance the Group's capabilities in information security matters (including information security risk management, security governance, policy management, security programme management, security architecture, security awareness, security monitoring, cybersecurity, international security compliance and identity access management) in alignment with the principles of the ERMP.

As at date of this Base Prospectus, the Information Security Committee has five voting members, with the Group Chief Risk Officer serving as chairman of the committee. A quorum of a majority of voting members with the chairman or the vice chairman present is required to convene a meeting.

The Information Security Committee is required to meet at least six times a calendar year or more frequently if required. In the three months ended 31 March 2020, the Information Security Committee had met one time.

Group Technology Steering Committee

The Group Technology Steering Committee operates under a delegated authority from the EXCO. It assists in fulfilling EXCO's corporate governance and oversight responsibilities of all technology and information systems across the Group and supports the BRCC in its oversight of the Group's IT governance framework. The Group Technology Steering Committee makes recommendations to EXCO regarding significant technology investments in support of the Group's strategy. The Group Technology Steering Committee ensures alignment of business strategies with technology priorities and acts to protect and enhance the shareholders' investment in technology.

As at date of this Base Prospectus, the Group Technology Steering Committee has five voting members, with the GCEO serving as chairman of the committee. A quorum of a majority of voting members with the chairman or the vice chairman present is required to convene a meeting.

The Group Technology Steering Committee is required to meet on monthly basis or more frequently if required. In the three months ended 31 March 2020, the Group Technology Steering Committee had met three times.

With effect from 1 June 2020, the charter of each of the abovementioned committees provides that a quorum for each committee is achieved by the presence of the majority of voting members of the committee and the chairman or the vice chairman (among such majority of voting members).

Corporate Governance

Pursuant to Ministerial Resolution No. 518 of 2009 Concerning Governance Rules and Corporate Discipline Standards, the SCA issued a governance code applicable to all joint stock companies, requiring compliance by April 2010. However, by way of an exemption issued by the Ministry of Economy and notified to UAE banks and other financial institutions through a circular sent out by the Emirates Banks Association dated 8 March 2010, all UAE banks and other financial institutions subject to the UAE Central Bank control and licensing shall be exempted from the SCA's governance code. Consequently, the Group will be required to adhere to the UAE Central Bank's corporate governance

guidelines, as may be issued from time to time. In June 2009, the UAE Central Bank issued revised draft corporate governance guidelines for UAE bank directors. In addition, the UAE Central Bank issued in September 2019 new regulations and standards on Corporate Governance (the "**Regulations**") and the Bank has conducted a gap analysis to ensure compliance with these Regulations. There is a three year period of implementation in respect of these Regulations. The Group has established the BRCC to assist the Board in shaping and monitoring corporate governance policies and practices as well as to evaluate its compliance with existing policies in fulfilling their duties by shaping, monitoring and evaluating compliance with the Group's corporate governance policies and practices. See further "*Management – Board Committees*".

THE UNITED ARAB EMIRATES BANKING SECTOR AND REGULATIONS

Summary

According to data published by the UAE Central Bank, as at 31 March 2020 there were a total of 48 commercial banks (21 locally incorporated commercial banks and 27 foreign commercial banks) licensed to operate in the UAE. As a result, the UAE could be, and has historically been, viewed as an over-banked market, even by regional standards and there has traditionally been little impetus for consolidation. However, the consummation of the Merger stimulated further movement towards greater consolidation amongst UAE banks (see "*Characteristics of the Banking System – Historic lack of consolidation*" below).

The UAE's membership of the WTO will likely require greater economic liberalisation, but it is unclear to what extent this will encourage foreign banks to further expand their presence in the market. In the long-term, however, it is likely to lead to increased competition, which should spur consolidation, both within the UAE and across the region generally.

According to the preliminary estimates published by the Statistics Centre, the financial and insurance sectors in Abu Dhabi contributed approximately AED 77.9 billion (or 8.4 per cent.) to Abu Dhabi's nominal GDP in 2018. Within the UAE as a whole, financial and insurance activities were estimated to have contributed approximately 8.5 per cent. of real GDP in 2018 (*source: FCSA National Account information for 2010-2018*).

As a banking regulator, the UAE Central Bank, established in 1980, has grown in stature over the years and is the governing body that regulates and supervises all banks operating in the UAE. The UAE Central Bank monitors banks through its Banking Supervision and Examination Department. It conducts reviews of banks periodically based on the risk profile of each bank. It also reviews all of the returns submitted by the banks to the UAE Central Bank.

Historically, the UAE Central Bank does not act as a "lender of last resort", instead this role tends to fall on the individual Emirs of each Emirate. However, the introduction by the UAE Central Bank in 2014 of the IMLF allows non-Islamic UAE banks to use certain rated or UAE federal government entity issued assets as collateral to access UAE Central Bank liquidity overnight in order to help their liquidity management. See further "*The United Arab Emirates Banking Sector and Regulations – Recent Trends in Banking – Liquidity*".

COVID-19

In response to the COVID-19 outbreak (see "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of the Notes issued under the Programme – Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects*"), effective from 15 March 2020, the UAE Central Bank has implemented the TESS, which includes a range of measures aimed at mitigating the economic effects of COVID-19 on the UAE economy. The TESS and other accompanying stimulus measures include (in addition to cutting interest rates as discussed in such risk factor):

TESS

- allowing banks operating in the UAE access to loans and advances, against collateral, extended at zero cost by the UAE Central Bank until 31 December 2020, the proceeds of which are to be used by UAE banks to grant temporary relief to private sector corporate customers and retail clients;

- whilst keeping the existing 2.50 per cent. capital conservation buffer and the D-SIB buffer in place, allowing banks to utilise 60 per cent. of their capital conservation buffer and 100 per cent. of their D-SIB buffer without supervisory consequences until 31 December 2021, subject to having fully utilised the limit available under zero cost facility of the TESS;
- allowing banks that are subject to the LCR to fall below the regulatory LCR requirement of 100 per cent., provided that their LCR is higher than or equal to 70 per cent., while other banks are able to fall below the regulatory ELAR requirement of 10 per cent., provided that their ELAR is higher or equal to 7 per cent., with such changes to the LCR and ELAR applicable until 31 December 2021, subject to having fully utilised the limit available under zero cost facility of the TESS;
- expecting banks to leave unchanged and not downgrade the IFRS 9 staging and classification of customers at stage 1 who are receiving temporary relief linked to the TESS;

Further measures to support the UAE economy in response to COVID-19

- decreasing the UAE Central Bank's minimum reserve requirement for all current, call and savings deposits from 14 per cent. to 7 per cent.;
- postponing the planned implementation of certain Basel III capital requirements until 31 March 2021; and
- allowing banks to apply a prudential filter to IFRS 9 expected loss provisions. The prudential filter will allow any increase in IFRS9 provisioning compared to 31 December 2019 to be partially added back to regulatory capital. This will allow IFRS 9 provisions to be gradually phased-in over a five year period until 31 December 2024.

Characteristics of the Banking System

Historic lack of consolidation

The UAE may be, and has historically been, seen as being over-banked with 48 different commercial banks (comprising 21 locally incorporated commercial banks and 27 foreign commercial banks) licensed to operate inside the UAE as at 31 March 2020 (excluding the DIFC) (source: UAE Central Bank). Traditionally there has been little impetus for consolidation, with the federal structure of the UAE encouraging, to some extent, the fragmented nature of the banking sector, with the individual Emirates wishing to retain their own national banks. Rivalries between large local business families and a desire not to dilute shareholdings have also historically hampered the process of consolidation. As a result, between the October 2007 merger of Emirates Bank International P.J.S.C. and National Bank of Dubai P.J.S.C. which created Emirates NBD P.J.S.C., and the April 2017 merger between FGB and NBAD which created First Abu Dhabi Bank PJSC, there was limited merger activity domestically in the sector. However, the Merger stimulated further movement towards greater consolidation amongst UAE banks. This has been observed in the three-way merger between Abu Dhabi Commercial Bank PJSC, Al Hilal Bank P.J.S.C. and Union National Bank P.J.S.C. which was completed on 1 May 2019. In addition, in January 2020, Dubai Islamic Bank PJSC completed the acquisition of Noor Bank PJSC.

While such continued consolidation would reduce the level of concentration in the domestic banking sector, they would also likely lead to a significant alteration of the competitive environment with fewer, larger locally incorporated banks competing for the larger financing transactions in the region with the foreign banks, which have tended to have comparatively larger franchises, with greater infrastructure and resources with which to absorb capital costs, such as information technology system development.

Going forward, the advent of WTO liberalisation should allow greater competition from foreign banks, both from new entrants to the market and from existing banks expanding their operations, which may eventually result in more mergers, with the possibility of creating banks with pan-Gulf franchises.

Domestic focus

The UAE incorporated banks are predominantly focused on the domestic market but a number have small operations overseas and are showing growing interest in cross-border business, a trend which is likely to continue in the event of further merger activity in the sector.

With a large number of banks, competing for a limited number of wholesale lending opportunities, most banks historically turned to retail banking, a previously untapped market. However, increasing competition in this area has gradually eroded margins and encouraged a relaxation of lending criteria. As the market has been tested only to a limited extent under adverse conditions, it is difficult to predict the future likelihood of asset quality problems.

Expansion of retail operations has required heavy investment in distribution channels, particularly ATM networks, kiosks and telephone and Internet banking services. As a consequence, information technology costs have been a prominent feature of many UAE banks' expenses.

Limited foreign ownership

In 1987, the UAE federal government placed a freeze on new foreign banks opening operations in the UAE. At the same time, existing foreign banks were limited to a maximum of eight branches, which restricted their ability to develop any retail potential. However, three banks of GCC state origin, the National Bank of Kuwait, SAMBA and Doha Bank, were awarded licences by the UAE Central Bank following an agreement to permit market access to banks of GCC state origin in line with continuing efforts in regional integration.

During 2002, the Government of Dubai issued a decree establishing the DIFC. The DIFC, located in the Emirate of Dubai, is a free trade zone and financial services centre focusing on private banking, asset management, investment banking, re-insurance activities, Islamic finance, securities trading and back office operations. The DIFC has its own civil and commercial laws and has been granted authority to self-legislate in civil and commercial cases. The opening of the DIFC has enabled international banks to establish a presence and compete in the wholesale banking market and this has seen new entities entering the market place.

In 2013, the Government sought to replicate the success of the DIFC by announcing its intention to establish the Abu Dhabi Global Market in Abu Dhabi (the "**ADGM**"), as an international financial free zone with its own legal framework (closely based on English common law). The ADGM became operational in mid-2015 and, as at the date of this Base Prospectus, it is unclear to what extent this will impact the competitive and regulatory landscape in the domestic banking sector.

Federal Law No. 14 of 2018 (which entered into force with effect from 23 September 2018) (the "**HSA Law**") amended the minimum permissible shareholding by UAE nationals in UAE banks to 60 per cent. Further to this, the Bank, as a member of major indices such as the MSCI Emerging Markets and FTSE Emerging Markets, decided to increase its foreign ownership limit from 25 per cent. to 40 per cent. in order to access greater stock liquidity. The Bank received shareholder approval at the general assembly meeting on 25 February 2019 to amend its articles of association to provide for such increased foreign ownership approval. The Bank also obtained other requisite regulatory approvals for such increase and the revised limit was brought into effect on 14 April 2019.

Exposure to the oil sector

With much of the economy directly or indirectly dependent on the oil sector, UAE banks are potentially vulnerable to business erosion during long periods of low oil prices. See further "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme – Risks relating to the UAE and the Middle East – The UAE's economy is highly dependent upon its oil revenue*". In particular, oil revenues tend to drive levels of liquidity and government infrastructure investment. Gradually, however, private non-oil sectors are gaining ground and the UAE economy is becoming less susceptible to oil price movements. For example, according to preliminary estimates published by the Statistics Centre, the mining and industry sector (including crude oil and natural gas) contributed 40.4 per cent. to Abu Dhabi's nominal GDP in 2018 as compared with a contribution of 50.9 per cent. in 2014.

Islamic banking

Shari'a (Islamic) law forbids the charging of interest on any financial transaction. A number of banks have developed in the Islamic world to serve customers who wish to observe this principle. These institutions offer a range of products which, whilst broadly corresponding with conventional banking transactions, are structured in a way which avoids the application of interest. The UAE is home to numerous institutions offering Islamic banking and financial products. Such institutions include: Dubai Islamic Bank PJSC, Abu Dhabi Islamic Bank PJSC, Emirates Islamic Bank PJSC, Noor Bank, Al Hilal Bank P.J.S.C., Ajman Bank, Sharjah Islamic Bank PJSC, Dubai Islamic Insurance & Reinsurance Company (AMAN), Islamic Arab Insurance Co. (PSC) (Salama), Tamweel and Amlak Finance. The number of Islamic banks continues to increase, with both new entrants to the market and existing conventional banks recasting themselves as Islamic banks. In addition, conventional financial institutions often offer *Shari'a*-compliant products.

Legal environment

There are three primary sources of law in the UAE: (a) federal laws and decrees; (b) local laws; and (c) *Shari'a* (Islamic) law. In addition, Emiri decrees can be issued by the Rulers of each of the Emirates which, when issued, have full legal effect and operation in such Emirate. The secondary form of law is trade custom or practice. In the absence of federal legislation on areas specifically reserved to federal authority, the Ruler of a given Emirate or local government will apply his or its own rules, regulations and practices.

Supervision of banks

The main piece of legislation applicable to the banking system is Federal Law No. 14 of 2018 (the "**2018 Federal Law**"). The UAE Central Bank's primary roles are to formulate and implement banking, credit, monetary and fiscal policy and to be responsible for ensuring price and currency stability with free convertibility to foreign currencies. It is also the "bank for banks" within the UAE, although it is not the "lender of last resort". In the event of a bank experiencing financial difficulties or a solvency crisis, rescue funds – such as long-term liquidity or equity support – have historically come from the Emirate in which the institution is based. However, in the event of a run on the currency or a major banking crisis, it is likely that the UAE federal government would ultimately stand as *de facto* defender of the currency and the "lender of last resort".

The 2018 Federal Law grants the UAE Central Bank powers to:

- draw up and implement monetary policy;
- exercise currency issuance;

- organise licensed financial activities, establish the foundations for carrying them on, and determine the standards required for developing and promoting prudential practices in accordance with the provisions of the 2018 Federal Law and international standards;
- set up appropriate regulations and standards for protection of customers of licensed financial institutions;
- monitor credit conditions in the UAE, in order to contribute to the achievement of balanced growth in the national economy;
- manage foreign reserves to maintain, at all times, sufficient foreign currency assets to cover the monetary base as per the provisions of the 2018 Federal Law; and
- regulate, develop, oversee, and maintain soundness of the financial infrastructure systems in the UAE.

Historically, income from overseas investments has been used to fund fiscal deficits, obviating the need for the UAE Central Bank to issue UAE federal government debt. However, the UAE Central Bank does issue certificates of deposit ("CDs") to UAE banks, denominated in both U.S. dollars and UAE dirhams, in order to absorb excess liquidity rather than to meet a specific funding need. There is presently no active secondary market in these securities, but they can be redeemed at face value at the UAE Central Bank at any time. In 2007, the UAE Central Bank introduced an auction system which allows U.S. dollar drawings against UAE dirham CD holdings.

The UAE dirham is linked to the IMF's Special Drawing Right. However, the U.S. dollar is the intervention currency and, in practice, the UAE dirham is pegged to the U.S. dollar. This pegged exchange rate has been in place since the 1980s and has proved to be resilient both to political tensions in the region and to fluctuations in oil prices. However, see *"Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme – Risks relating to the UAE and the Middle East – Any alteration to, or abolition of, the foreign exchange "peg" of the UAE dirham or other regional currencies at a fixed exchange rate to the U.S. dollar will expose the Bank to U.S. dollar foreign exchange movements against the UAE dirham or other such currencies"*.

The UAE Central Bank is also responsible for regulating financial institutions in relation to money laundering controls and enforcing Federal Law No. 20 of 2018 regarding the procedures for Anti-Money Laundering and Combating the Financing of Terrorism and Illicit Organisations. Pursuant to this, the UAE has established the National Committee for Combating Money Laundering and the Financing of Terrorism and Illicit Organisations which is responsible for co-ordinating policies and systems on anti-money laundering and the combating of terrorism financing and assessing the effectiveness of such policies and systems and the representation of the UAE in international forums on these matters. Federal Law No. 20 of 2018 also recommends the establishment of an independent "Financial Information Unit" within the UAE Central Bank to receive and investigate reports submitted by financial institutions and corporate entities regarding suspected illicit financial activity.

The UAE further strengthened its legal authority to combat terrorism and terrorist financing, by passing Federal Law No. 1 of 2004 on Combating Terrorism Offences, which provided for the establishment of a National Anti-Terror Committee (the "NATC"). The NATC serves as a UAE inter-agency liaison.

Although the UAE Central Bank is responsible for regulating all banks, exchange houses, investment companies and other financial institutions in the UAE, the Dubai Financial Services Authority regulates all banking and financial services activities in the DIFC, while the ADGM Financial Services Regulatory Authority regulates activity in the financial services sector in the ADGM. The UAE Central Bank has also been growing in stature as a banking supervisor. However, it is hampered in its role by the level of legal autonomy afforded to the individual Emirates, which at times makes it difficult to enforce directives uniformly across the banking sector.

Lack of developed capital markets

The absence of mature bond or equity markets in the UAE means that banks have often shouldered the burden of long-term financing. This has tended to create a maturity mismatch in their balance sheets, as most of their liabilities are short-term customer deposits. Although the two stock markets, the Dubai Financial Market and the ADX (both of which were established in 2000), have grown over recent years and have benefitted from the inclusion of the UAE in the MSCI Emerging Markets Index since 2014, they continue to experience bouts of volatility.

Nasdaq Dubai (formerly known as the Dubai International Financial Exchange) is a securities exchange located in the DIFC which commenced operations on 26 September 2005. In December 2009, the Dubai Financial Market announced its intention to acquire Nasdaq Dubai, with completion of the acquisition having occurred in July 2010. The Dubai Financial Market and the ADX were upgraded to the MSCI Emerging Markets Index with effect from 1 June 2014 which could lead to an increase in interest and investment from international institutional investors in the UAE.

Government involvement

There is a high degree of state involvement in the UAE banking sector. Most of the larger banks have some degree of government ownership. Privatisation, though advocated in principle, has been slow to manifest in practice. The state and its related entities are together the banking sector's largest customers, in terms of both deposits and project financing.

Expatriate workforce

An unusual feature of the UAE economy is its reliance on overseas labour, with expatriates making up approximately 81 per cent. of the workforce according to estimates published by the Statistics Centre in mid-2016. The banking sector is no exception to this and expatriates are employed in senior management roles of most of the major banks. This has brought expertise from more developed markets to the sector. However, to ensure increased representation of Emiratis in the UAE financial sector (overall as well as in critical roles) and to support their professional development, the UAE Central Bank has introduced a point based scoring system as part of its Emiratisation policy, which takes into account the employment and progression of Emirati employees in the organisation. The minimum threshold for Emirati employees for each institution is dependent on a number of factors. The Emiratisation Circular does not set any upper limit at which the policy would no longer be applicable. If UAE banks are not able to achieve their targets for recruiting and progressing UAE nationals through their organisation, they will be subject to penalties which are computed in accordance with a specific formula set out in the Emiratisation Circular.

Accounting standards

Since 1 January 1999, all UAE banks have been required to prepare their financial statements in accordance with IFRS (formerly International Accounting Standards (IAS)), which has led to a substantial improvement in disclosure standards.

Structure of the banking system

Banking institutions in the UAE fall into a number of categories. Domestic commercial banks, also known as "National" banks, of which there were 21 as at 31 March 2020 (*source*: UAE Central Bank), are required to be public shareholding companies with a minimum share capital of AED 40.0 million and must be majority owned by UAE nationals. Licensed foreign commercial banks, of which there were 27 as at 31 March 2020 (*source*: UAE Central Bank), need to demonstrate that at least AED 40.0 million has been allocated as capital funds for their operations in the UAE. "Financial institutions" (institutions whose principal functions are to extend credit, carry out financial transactions, invest in

moveable property and other activities, but which are not permitted to accept funds by way of deposits) and financial and monetary intermediaries (money and stockbrokers) may also be licensed to operate within the UAE.

Recent Trends in Banking

Profitability

The UAE continues to strive towards increasing economic diversification away from the oil and gas sector. In 2018, the non-oil and gas sector contributed 74 per cent. of the UAE's nominal GDP (*source*: FCSA, 2018 Nominal GDP). Nevertheless, with the oil and gas sector contributing 26 per cent. of the UAE's nominal GDP, the price of oil has a direct impact on government fiscal revenues and the level of investment in government projects.

The high oil prices and strong economic conditions experienced in the UAE between 2004 and 2008 allowed UAE banks to expand significantly. However, much of this growth focused on the real estate sector and equity financing which, in the context of the 2008 global financial crisis, represented a significant risk to the UAE banking system. Equity prices declined generally in the UAE from 2008 to 2011 in response to the global 2008 financial crisis. Equity prices rebounded between 2012 and 2019, with the ADX's General Index increasing from 2,630.9 at 31 December 2012 to 5,174.0 at 31 December 2019, and the Dubai Financial Market index increasing from 1,662.5 at 31 December 2012 to 2,764.9 at 31 December 2019 (*source*: Bloomberg).

During 2008 to 2010, a number of banks were also affected by the impact of mark to market accounting rules on their international investment portfolios. Additionally, during the same period, the UAE economy was negatively impacted by the global economic downturn and, in particular, by the sharp correction in the price of oil, which affected a number of key economic sectors including trade, tourism, real estate and commerce. This economic slowdown, along with reduced levels of liquidity in the market, constrained lending and resulted in the majority of UAE banks being less profitable in this period than in previous years.

With the improvement in global and regional economic growth, better liquidity conditions and higher foreign direct investment, the banking sector in the UAE has recovered well and continues to generate profits, albeit at a more moderate and sustainable pace. Regulatory developments and increased compliance requirements have also moderated growth in the profitability of the UAE banking sector.

Liquidity

The UAE Central Bank closely monitors the level of liquidity in the banking system. It also requires that banks have in place adequate systems and controls to manage their liquidity positions, as well as contingency funding plans to cope with periods of liquidity stress.

Banks must also adhere to a maximum loan to deposit ratio of 100 per cent. set by the UAE Central Bank. In this context, loans comprise loans and advances to customers and interbank assets maturing after three months.

UAE banks are mostly funded through on demand or time based customer deposits made by private individuals or private sector companies based in the UAE. According to preliminary data made available by the UAE Central Bank, resident deposits constituted approximately 88.3 per cent. of total deposits of the UAE banking sector (excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements) as at 31 March 2020. Of these, government and government-related entity deposits constituted approximately 31.5 per cent. of total resident deposits within the UAE banking sector (excluding inter-bank deposits but including commercial prepayments and borrowings under repurchase agreements) as at 31 March 2020.

Non-resident sources constituted approximately 11.7 per cent. of total deposits within the UAE banking sector (excluding inter-bank deposits but including commercial prepayments and borrowings under repurchase agreements) as at the same date (*source*: UAE Central Bank Statistical Bulletin March 2020).

In response to the 2008 global financial crisis, the UAE federal government also provided AED 50.0 billion in deposits to UAE banks (as part of a larger AED 70.0 billion package) which, at the option of the banks, can be converted into Tier 2 capital in order to enhance capital adequacy ratios. A number of banks in the UAE exercised this option and converted the UAE federal government deposits made with them into Tier 2 capital.

During 2008, Government-owned institutions assisted certain Abu Dhabi banks in strengthening their capital base through the subscription of mandatory convertible securities and, in February 2009, the Government (acting through the Department of Finance) subscribed for, in aggregate, a sum of AED 16.0 billion in subordinated Tier 1 capital notes issued by the five largest Abu Dhabi banks: NBAD, Abu Dhabi Commercial Bank PJSC, FGB, Union National Bank P.J.S.C. and Abu Dhabi Islamic Bank PJSC.

In line with Basel III requirements, the UAE Central Bank has issued the Central Bank Notice No. 33/2015 on liquidity requirements (which was issued by the UAE Central Bank on 27 May 2015) (the "**Liquidity Notice**") which entered into force in the UAE on 1 July 2015 and which includes a set of qualitative and quantitative liquidity requirements for UAE banks. The qualitative requirements set out in the Liquidity Notice elaborate on the responsibilities of a UAE bank's board of directors and senior management as well as the overall liquidity risk framework. The new regulations are intended to ensure that liquidity risks are well managed at banks operating in the UAE and are in line with the Basel Committee's recommendations and international best practices. These requirements include the following:

Responsibilities of the board of directors:

- to bear ultimate responsibility for liquidity risk management within the relevant UAE bank;
- to be familiar with liquidity risk management with at least one board member having a detailed understanding of liquidity risk management; and
- to ensure the clear articulation of liquidity risk tolerance in line with the relevant UAE bank's objectives, strategy and risk appetite.

Responsibilities of senior management:

- to develop strategies, policies and practices to manage liquidity risk in accordance with the liquidity risk tolerance set by the board of directors;
- to review the UAE bank's strategy and to report to the board of directors on regulatory compliance on a regular basis; and
- to manage liquidity risk in a prudent manner using all available liquidity risk management tools.

Liquidity risk framework:

The Liquidity Notice requires each UAE bank to have a robust liquidity risk framework which comprises the following elements:

- sound processes and systems to identify, measure, monitor and control liquidity risk in a timely and accurate manner;
- a robust liquidity risk management framework (which must be shared with the UAE Central Bank upon request) with limits, warning indicators, communication and escalation procedures;
- regular internal stress testing of the portfolio for a variety of scenarios (both institution specific and market-wide); results being communicated to the board of directors and the UAE Central Bank on request;
- incorporation of liquidity costs, benefits and risks into product pricing and approval processes;
- establishment of a forward-looking funding strategy with effective diversification of funding sources and tenors;
- setting of formal contingency funding plans which clearly set out strategies for addressing liquidity shortfalls in emergency situations (and which must be shared with the UAE Central Bank upon request);
- establishment of an adequate cushion of unencumbered, highly liquid assets as insurance against a range of liquidity stress scenarios; and
- a transfer pricing framework (which is commensurate with the bank's liquidity risk tolerance and complexity) developed to reflect the actual cost of funding.

The quantitative requirements set out in the Liquidity Notice are intended to ensure that each UAE bank holds a minimum level of liquid assets which allow it to sustain a short-term liquidity stress (in circumstances both specific to that bank and market wide). In particular, the requirements include two interim ratios which were intended to apply until the Basel III LCR and NSFR come into effect. These include the following:

	Ratio	Applicability Period
Interim ratios	Liquid Asset Ratio (LAR \geq 10%)	1 January 2013 – 30 June 2015
	ELAR (ELAR \geq 10%)	1 July 2015 until LCR certification
	ASRR (ASRR $<$ 100%)	30 September 1986 until NSFR certification
Basel III ratios	LCR (LCR \geq 100%)	1 January 2019 onwards
	NSFR (NSFR \geq 100%)	2018 onwards

The UAE Central Bank's former liquid assets ratio ("**LAR**") was an interim ratio designed to apply until the LCR comes into effect (as described below). Following the entering into force of the Liquidity Notice on 1 July 2015, the LAR was replaced with the ELAR. Under the ELAR, UAE banks were required to hold an amount equivalent to at least 10 per cent. of their liabilities in high quality liquid assets (including cash held with the UAE Central Bank, the UAE Central Bank CDs and certain UAE local government and public sector entity publicly traded instruments).

The Liquidity Notice also included the option for UAE banks to apply to the UAE Central Bank to move to assessment and reporting of bank liquidity to the UAE Central Bank as against the LCR. Any UAE banks that receive UAE Central Bank approval for LCR certification are required to move to a compliance regime as to liquidity against the LCR.

The LCR represents a 30 days stress scenario with combined assumptions covering both bank specific and market wide stresses. These assumptions are applied to contractual data representing the main liquidity risk drivers at banks to determine cash outflows within the 30 days stress scenario. The LCR requires that UAE banks should always be able to cover the net cash outflow with HQLAs at the minimum LCR determined by the UAE Central Bank. The Basel III accord requires that this minimum

is 100 per cent. The Liquidity Notice describes in detail eligible HQLAs for this purpose. As noted under "*COVID-19*" above, as part of the TESS, banks that are subject to the LCR are able to fall below the regulatory LCR requirement of 100 per cent. provided that their LCR is higher than or equal to 70 per cent. Other banks are able to fall below the regulatory ELAR requirement of 10 per cent. provided that their ELAR is higher or equal to 7 per cent. The changes to the LCR and ELAR are applicable until 31 December 2021, subject to having fully utilised the limit available under zero cost facility of the TESS. See "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme – Liquidity risks – The Bank's cash flow from its operations may not be sufficient at all times to meet its contractual and contingent payment obligations*" and "*Risk Management*" for more information.

As part of the UAE Central Bank's gradual implementation of the Basel III Reforms in the UAE, the UAE Central Bank introduced LCR in a phased manner, setting an initial benchmark of 60 per cent. upon commencement of LCR compliance, increasing to 100 per cent. as of 1 January 2019. This graduated approach was designed to ensure that the LCR could be introduced without disruption to the orderly strengthening of banking systems or the ongoing financing of economic activity in the UAE.

The ASRR was an interim ratio designed to apply until the NSFR came into effect in the UAE. The ASRR recognised both the actual uses as well as the likely uses of funds in terms of the contractual maturity and behavioural profile of the sources of funds available to the bank, in order to ensure that there are limited maturity mismatches and cliff effects.

NSFR is a structural ratio that aims to ensure that banks have adequate stable funding to fund the assets on their balance sheets. It also requires an amount of stable funding to cover a portion of banks' contingent liabilities. The NSFR in the UAE mirrors the Basel III standards. The NSFR identifies the key uses of funds and the different types of funding sources used by the UAE banks. It assigns available stable funding ("**ASF**") factors to the sources of funds and required stable funding (usage) factors to asset classes and off-balance sheet contingent exposures. The assigned ASF factor depends on the terms of funding and the perceived stability of the funding sources. The assigned ASF factor will depend on the liquidity of the asset being funded under a market-wide stress. Both factors follow the Basel III standards.

Interim Marginal Lending Facility

On 15 April 2014, the UAE Central Bank introduced the IMLF which allows non-Islamic UAE banks to use certain rated or UAE federal government entity-issued assets to access UAE Central Bank liquidity overnight in order to help their liquidity management during times of market stress.

The IMLF allows lenders to use certain assets as collateral to obtain one-day overnight loans from the UAE Central Bank. Eligible assets that can be used as collateral must be tradeable and include bonds, sukuk and securities issued by the UAE federal government or government-related entities in individual Emirates, as well as by UAE banks and corporations. Securities issued by foreign governments, banks, corporates and supranational agencies can also be used as collateral but must carry a minimum 'A' credit rating from one of the three main international rating agencies. Banks accessing the IMLF must borrow a minimum of AED 10 million and will be charged 100 basis points over the official UAE "Repo Rate".

Position of depositors

There is no formal deposit protection scheme in the UAE. While no bank has, so far, been permitted to fail, during the 1980s and early 1990s a number were restructured by the relevant government authorities. In October 2008, in response to the global financial crisis, the UAE federal government announced that it intended to guarantee the deposits of all UAE banks and foreign banks with core operations in the UAE. Following therefrom, in May 2009 the UAE's National Federal Council

approved a draft law guaranteeing federal deposits. However, until such time as the law is passed, there is no guaranteed government support.

Prudential regulations

The UAE Central Bank has supervisory responsibility for banking institutions in the UAE. Supervision is carried out through on-site inspections and review of periodic submissions from the banks. The frequency of inspection depends on the perceived risk of the bank, but inspections are carried out in all banks at least once every 18 months. Prudential returns are made monthly, quarterly, semi-annually or annually, depending on the nature of the information they contain. An improved risk management framework has been implemented, aimed at providing the UAE Central Bank with more up to date information on credit, market and operational risks within the banking sector.

Capital adequacy

All banks are required to follow the principles of the Basel accord in calculating their capital adequacy ratios. Basel II was introduced effective 17 November 2009 by way of UAE Central Bank Circular Number 27/2009. Since 1993, the UAE Central Bank had imposed a 10 per cent. minimum total capital ratio on all UAE banks. In a circular dated 30 August 2009, the UAE Central Bank announced amendments to its capital adequacy requirements, such that UAE banks were required to have a total capital adequacy ratio of at least 11 per cent., with a Tier 1 ratio of not less than 7 per cent., by 30 September 2009. Furthermore, the UAE Central Bank required banks operating in the UAE to increase their Tier 1 capital adequacy ratio to at least 8 per cent., with a minimum total capital adequacy ratio of at least 12 per cent., by 30 June 2010. Thereafter, through its circular dated 17 November 2009 introducing Basel II, the UAE Central Bank stated that it was expected that the main banks in the UAE would move to the Foundation Internal Rating Based approach under Basel II in due course. Through this circular, the UAE Central Bank reiterated that all banks operating in the UAE were required to maintain a minimum capital adequacy ratio of 11 per cent. at all times, increasing to 12 per cent. by 30 June 2010 and also laid out its expectations in relation to Pillar II and Pillar III of the Basel II framework. Profits for the current period, goodwill, other intangibles, unrealised gains on investments and any shortfall in loan loss provisions were deducted from regulatory capital.

As part of the introduction of Basel III in the UAE, and pursuant to the February 2017 Regulations and the Accompanying Standards, the Bank is required by the UAE Central Bank to maintain a minimum total capital adequacy ratio of 14.5 per cent. effective from 1 January 2019. Included within this UAE Central Bank prescribed minimum total capital adequacy ratio, the Bank, as a D-SIB, has been required, since 1 January 2019, to maintain a D-SIB buffer of 1.50 per cent. which is to be met in its entirety by Common Equity Tier 1 capital. A capital conservation buffer of 2.5 per cent. of Common Equity Tier 1 is also included within this minimum total capital adequacy ratio of 14.5 per cent. In addition to this minimum capital adequacy ratio, a counter-cyclical buffer is applicable to the Bank which is determined based on the basis of the geographical distribution of assets and the counter-cyclical capital buffer applicable in such jurisdictions. As noted above under "*COVID-19*", as part of the TESS, banks are able to utilise 100 per cent. of their D-SIB buffer and 60 per cent. of their capital conservation buffer without supervisory consequences until 31 December 2021. In addition, the UAE Central Bank will allow banks to apply a prudential filter to IFRS 9 expected loss provisions. The prudential filter will allow any increase in IFRS 9 provisioning compared to 31 December 2019 to be partially added back to regulatory capital. This will allow IFRS 9 provisions to be gradually phased-in over a five year period until 31 December 2024. Furthermore, the planned implementation of certain Basel III capital requirements has been postponed until 31 March 2021.

Whilst the calculation of capital adequacy ratios in the UAE follows the Bank of International Settlements guidelines, claims on or guaranteed by GCC central governments and central banks are risk-weighted at zero per cent. and claims on UAE government non-commercial public sector entities are risk-weighted at zero per cent. Under the 2018 Federal Law, the UAE Central Bank may determine

reserve requirements for UAE banks. All dividends paid by UAE banks have to be authorised in advance by the UAE Central Bank.

The Basel Committee has put forward a number of fundamental reforms to the regulatory capital framework for internationally active banks. On 16 December 2010 and on 13 January 2011, the Basel Committee issued the Basel III Reforms, constituting guidance on the eligibility criteria for Tier 1 and Tier 2 capital instruments as part of a package of new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. The implementation of the Basel III Reforms began on 1 January 2013. However, the requirements are subject to a series of transitional arrangements and will be phased in over a period of time. The Basel Committee's press release dated 13 January 2011 entitled "Minimum requirements to ensure loss absorbency at the point of non-viability" (the "**January 2011 Press Release**") included an additional Basel III requirement (the "**Non-Viability Requirement**") as follows:

"The terms and conditions of all non-common Tier 1 and Tier 2 instruments issued by an internationally active bank must have a provision that requires such instruments, at the option of the relevant authority, to either be written off or converted into common equity upon the occurrence of the trigger event unless:

- (a) the governing jurisdiction of the bank has in place laws that (i) require such Tier 1 and Tier 2 instruments to be written off upon such event, or (ii) otherwise require such instruments to fully absorb losses before tax payers are exposed to loss;
- (b) a peer group review confirms that the jurisdiction conforms with clause (a); and
- (c) it is disclosed by the relevant regulator and by the issuing bank, in issuance documents going forward, that such instruments are subject to loss under clause (a) in this paragraph.

The trigger event is the earlier of: (1) a decision that a write-off, without which the firm would become non-viable, is necessary, as determined by the relevant authority; and (2) the decision to make a public sector injection of capital, or equivalent support, without which the firm would have become non-viable, as determined by the relevant authority."

The January 2011 Press Release states that instruments issued after 1 January 2013 must meet the Non-Viability Requirement in order to be recognised as Tier 1 or Tier 2 instruments for regulatory capital purposes. The recognition of instruments issued before 1 January 2013 which do not meet these requirements will be phased out from 1 January 2013.

The February 2017 Regulations and the Capital Standards (as defined below) confirm that the Non-Viability Requirement is a pre-requisite for any capital instruments issued by UAE banks to achieve Common Equity Tier 1 capital, Additional Tier 1 capital and Tier 2 capital (together, "**Regulatory Capital**") classification from the UAE Central Bank. The Non-Viability Requirement must be provided for contractually in the absence of a statutory loss absorption framework in the UAE as at the date of this Base Prospectus.

On 23 February 2017, the UAE Central Bank published the February 2017 Regulations which are intended to ensure that the capital adequacy of all banks operating in the UAE is in line with the Basel III requirements, whilst implementing the measures contained in the UAE Central Bank's May 2016 published consultation document entitled "Capital Adequacy Regulation". The February 2017 Regulations are supported by accompanying standards, including the Standard for Capital Adequacy of Banks in the UAE issued on 7 January 2020 (the "**Capital Standards**"), which elaborate on the supervisory expectations of the UAE Central Bank with respect to the relevant Basel III capital adequacy requirements. See also "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme – Regulatory risks – The Bank is a highly regulated entity and changes to applicable laws or regulations, the interpretation or enforcement of*

such laws or regulations or the failure to comply with such laws or regulations could have an adverse impact on the Bank's business".

Reserve requirements

Reserve requirements are used by the UAE Central Bank as a means of prudential supervision and to control credit expansion. The reserve requirements set a mandatory cash reserve of 14 per cent. of all current, call and savings deposits and 1 per cent. of all time deposits, respectively, based on balances calculated on the 15th of each month. As noted above under "COVID-19", as part of the UAE Central Bank's stimulus package in response to COVID-19, the minimum reserve requirement for all current, call and savings deposits has been decreased from 14 per cent. to 7 per cent.

Credit controls

Banks are required by the UAE Central Bank to establish credit policies and procedures commensurate with their size and activities. They must also have a proper credit assessment and approval process and adequate controls in place to monitor credit concentrations to, among others, individual borrowers, economic sectors and foreign countries.

The UAE Central Bank circular dated 23 February 2011 (the "**Retail Circular**") on retail banking and Notice No. 31/2013 dated 28 October 2013 (which was published in the Official Gazette on 28 November 2013 and entered into force on 28 December 2013) (the "**Mortgage Regulations**"), introduced regulations regarding bank loans and other services offered to individual customers. These regulations, among other things, impose maximum loan/income and loan to value ratios for retail products. For example, the regulations require that the amount of any personal consumer loan shall not exceed 20 times the salary or total income of the borrower with the repayment period not exceeding 48 months. These regulations may be amended in the future. Additionally, in accordance with the Mortgage Regulations, which specify that the amount of mortgage loans for non-UAE nationals should not exceed 75 per cent. of the property value for a first purchase of a home (with a value of less than or equal to AED 5 million), 65 per cent. of the property value for a first purchase of a home (with a value greater than AED 5 million) and 60 per cent. of the property value (irrespective of the value of the property) for second and subsequent homes. For UAE nationals, the corresponding limits are set at 80 per cent. in respect of a first purchase of a home with a value less than or equal to AED 5 million, 70 per cent. for a first home with a value greater than AED 5 million and 65 per cent. of the property value for a second or subsequent purchase (irrespective of the value of the property).

Large exposures

The UAE Central Bank defines large exposures as any funded or unfunded exposures (less provisions, cash collaterals and deposits under lien) to a single borrower or group of related borrowers exceeding prescribed limits.

The UAE Central Bank published the Central Bank Notice No. 32/2013 on large exposures (the "**Large Exposure Notice**") in the Official Gazette on 30 December 2013, and it entered into force on 30 January 2014. The Large Exposure Notice introduced limits of 100 per cent. of the bank's capital base for all lending to UAE local governments and their non-commercial entities, together with a 25 per cent. limit to any single such non-commercial entity. Exposures above these limits are subject to approval by the UAE Central Bank. Set out below is a table showing a summary of the changes introduced by the Large Exposure Notice (defined as a percentage of the bank's capital base calculated under Basel II):

<u>Individual</u>	<u>New Limit Aggregate</u>	<u>Old Limit Individual</u>	<u>Aggregate</u>
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UAE federal government and their non-commercial entities.....	Exempt	Exempt	Exempt	Exempt
UAE local government and their non-commercial entities.....	No cap for UAE local government; 25% for each non-commercial entity	100%	Exempt	Exempt
Commercial entities of UAE federal government and UAE local government.....	25%	100%	25%	None
Commercial or other (non-commercial) private sector entities and individuals	25% max	None	7%	None
Shareholders who own 5 per cent. or more of the bank's capital and related entities	20%	50%	7%	None
Exposure to bank's subsidiaries and affiliates	10%	25%	20%	60%
Board members	5%	25%	5%	25%

Provisions for loan losses

For UAE banks, IFRS 9 was introduced for financial reporting periods commencing on 1 January 2018, replacing IAS 39 and introducing an ECL model for the measurement of the impairment of financial assets, such that it is no longer necessary for a credit event to have occurred before a credit loss is recognised. The guiding principle of the ECL model is to reflect the general pattern of deterioration or improvement in the credit quality of financial instruments. IFRS 9 provision uses a three stage approach in recognising increased credit risk at each stage of risk (i.e., stage 1 for current facilities, stage 2 for significant increase in credit risk and stage 3 for impaired loans).

On 27 March 2020, the IASB issued a guidance note, advising that both the assessment of SICR and the measurement of ECLs are required to be based on reasonable and supportable information that is available to an entity without undue cost or effort. In assessing forecast conditions, consideration should be given both to the effects of COVID-19 and the significant government support measures being undertaken.

As noted above under "COVID-19", under the TESS, the IFRS 9 staging and classification of loans of customers that are stage 1 and are receiving relief is expected to remain unchanged during the period of the scheme and not downgraded. In addition, a part of the UAE Central Bank's stimulus package in response to COVID-19, banks are able to apply a prudential filter to IFRS 9 expected loss provisions. The prudential filter will allow any increase in IFRS 9 provisioning compared to 31 December 2019 to be partially added back to regulatory capital. This will allow IFRS 9 provisions to be gradually phased-in over a five year period until 31 December 2024.

Establishing a credit bureau in the UAE

Al Etihad Credit Bureau ("AECB") is a federal government company specialised in providing UAE-based credit reports and other financial information. AECB commenced operations in 2014 upon receiving formal approval from the UAE Cabinet of its regulations and its charges for producing credit reports. AECB has approached all UAE-based banks to sign data sharing agreements to enable the provision of customer credit information, with the majority having entered into such agreements and/or made successful initial data submissions to AECB by the time AECB commenced operations. As at the date of this Base Prospectus, the Bank has entered into a data and credit information supply agreement with AECB.

The implementation of regulations for the sharing of credit report data and the commercial operation of the UAE's first credit bureau is expected to reduce the risk involved in the origination of customer lending and banking business generally.

Shari'a compliance

Islamic banking regulations requires financial institutions licensed by the UAE Central Bank to operate their business activities in compliance with the rules, standards and general principles established by

the Higher Shari'a Authority and, in certain circumstances, requires such financial institutions to obtain the consent of the Higher Shari'a Authority before undertaking certain licensed financial activities.

TAXATION

The following is a general description of certain United Arab Emirates and European Union tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

United Arab Emirates Taxation

The following summary of the anticipated tax treatment in the UAE in relation to payments on the Notes is based on the taxation law and practice in force at the date of this Base Prospectus and does not constitute legal or tax advice and prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change. Prospective investors should consult their own professional advisers on the implications of subscribing for, buying, holding, selling, redeeming or disposing of Notes and the receipt of any payments with respect to such Notes under the laws of the jurisdictions in which they may be liable to taxation.

There is currently in force in Abu Dhabi legislation establishing a general corporate taxation regime (the Abu Dhabi Income Tax Decree 1965 (as amended)). The regime is, however, not enforced save in respect of companies active in the oil industry, some related service industries and branches of foreign banks operating in the UAE. It is not known whether the legislation will or will not be enforced more generally or within other industry sectors in the future. Under current legislation, there is no requirement for withholding or deduction for or on account of UAE or Abu Dhabi taxation in respect of payments of interest and principal to any holder of the Notes. In the event of such imposition of any such withholding, the Bank has undertaken to gross-up any payments subject to certain limited exceptions.

The Constitution of the UAE specifically reserves to the UAE government the right to raise taxes on a federal basis for the purposes of funding its budget. It is not known whether this right will be exercised in the future.

The UAE has entered into double taxation arrangements with certain other countries.

FATCA

Pursuant to certain provisions of FATCA, a **"foreign financial institution"** (as defined by FATCA) may be required to withhold on certain payments it makes (**"foreign passthru payments"**) to persons that fail to meet certain certification, reporting or related requirements. The Bank is a foreign financial institution for these purposes. A number of jurisdictions (including the UAE) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**"IGAs"**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru

payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under "*Terms and Conditions of the Notes—Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in Notes.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including: (i) by transacting with a person established in a participating Member State; or (ii) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Bank to any one or more of Barclays Bank PLC, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, First Abu Dhabi Bank PJSC, HSBC Bank plc, J.P. Morgan Securities plc, Mizuho International plc and Standard Chartered Bank (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Bank to, and purchased by, Dealers are set out in an amended and restated Dealer Agreement dated 16 July 2020 (the "**Dealer Agreement**") and made between, amongst others, the Bank and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Bank in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

General

Each Dealer has represented, warranted and undertaken, and each further Dealer appointed under the Programme will be required to represent, warrant and undertake, that it has (to the best of its knowledge and belief) complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus, any Final Terms or any Pricing Supplement or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus, any Final Terms or any Pricing Supplement comes are required by the Bank and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus, any Final Terms or any Pricing Supplement or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph above.

Selling restrictions may be supplemented or modified with the agreement of the Bank. Any such supplement or modification may be set out in a supplement to this Base Prospectus.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Bank and the relevant Dealer shall agree and as shall be set out in the applicable subscription agreement, Dealer accession letter or a Dealer confirmation, as the case may be, or, in the case of Exempt Notes or Notes which are the subject of a Pricing Supplement or Drawdown Prospectus, the applicable Pricing Supplement or Drawdown Prospectus.

United States of America

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the United

States Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder. The relevant Final Terms (or, as applicable, the relevant Pricing Supplement) will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA rules are not applicable.

Each Dealer has represented, warranted and undertaken, and each further Dealer appointed under the Programme will be required to represent, warrant and undertake that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes: (i) as part of their distribution at any time; or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, within the United States or to, or for the account or benefit of, U.S. persons, except in accordance with Regulation S or pursuant to an available exemption from, or in a transaction not subject to, registration under the Securities Act, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as described above, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Terms used in this paragraph have the meanings given to them by Regulation S.

United Kingdom

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year: (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the Bank;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if the Bank was not an authorised person, apply to the Bank; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Prohibition of Sale to EEA and United Kingdom Retail Investors

Unless the relevant Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to EEA and United Kingdom Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made

available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the EEA or in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the relevant Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to EEA and United Kingdom Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area and the United Kingdom (each a "**Relevant State**"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) **Qualified investors:** at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) **Fewer than 150 offerees:** at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Bank for any such offer; or
- (c) **Other exempt offers:** at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Bank or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**"), other than: (i) to "**professional investors**" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "**professional investors**" as defined in the SFO and any rules made under the SFO.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "**FIEA**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 288 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws, regulations and ministerial guidelines of Japan.

The People's Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Notes in the PRC (excluding the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan) as part of the initial distribution of the Notes.

Malaysia

This Base Prospectus has not been registered as a prospectus with the Securities Commission of Malaysia under the Capital Markets and Services Act 2007 of Malaysia (the "**CMSA**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes have not been and will not be offered, sold or delivered, by it and no invitation to subscribe for or purchase the Notes has been or will be made, directly or indirectly by it, nor may any document or other material in connection therewith be distributed by it in Malaysia, other than to persons or in categories falling within Schedule 6 (or Section 229(1)(b)), Schedule 7 (or Section 230(1)(b)), and Schedule 8 (or Section 257(3)) of the CMSA, subject

to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals including approval from the Controller of Foreign Exchange to purchase the Notes. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Dealers is responsible for any invitation, offer, sale or purchase of the Notes as aforesaid without the necessary approvals being in place.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that, and each further Dealer appointed under the Programme will be required to represent and agree that, it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Notes to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

- (a) an "**Exempt Offer**" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "**DFSA**") rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA rulebook.

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Notes. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Notes pursuant to an offering should note that the offer of Notes is a private placement under Article 9 or Article 10 of the "Rules on the Offer of Securities and Continuing Obligations" as issued by the Board of the Capital Market Authority (the "**CMA**") resolution number 3-123-2017 dated 27 December 2017, as amended by CMA resolution number 1-104-2019 dated 30 September 2019 (the "**KSA Regulations**"), made through an authorised person licensed to carry out arranging activities by the CMA and following a notification to the CMA under Article 11 of the KSA Regulations.

The Notes may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "Sophisticated Investors" under Article 9 of the KSA Regulations or by way of a limited offer under Article 10 of the KSA Regulations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Notes made by it to a Saudi Investor will be made in compliance with Article 9 or Article 10 of the KSA Regulations.

Each offer of Notes shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 15 of the KSA Regulations. Any Saudi Investor who has acquired Notes pursuant to a private placement under Article 9 or Article 10 of the KSA Regulations may not offer or sell those Notes to any person unless the offer or sale is made through an authorised person appropriately licensed by the CMA and: (a) the Notes are offered or sold to a Sophisticated Investor (as defined in Article 9 of the KSA Regulations); (b) the price to be paid for the Notes in any one transaction is equal to or exceeds Saudi Riyals 1 million or an equivalent amount; or (c) the offer or sale is otherwise in compliance with Article 15 of the KSA Regulations.

Kingdom of Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an "**accredited investor**" means:

- (a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.\$1,000,000 or more excluding that person's principal place of residence;
- (b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000; or
- (c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

State of Qatar (including the Qatar Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver at any time, directly or indirectly, any Notes in the State of Qatar (including the Qatar Financial Centre), except: (a) in compliance with all applicable laws and regulations of the State of Qatar; and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar (including the Qatar Financial Centre). This Base Prospectus (i) has not been, and will not be, registered with or approved by the Qatar Central Bank, the Qatar Exchange, the Qatar Financial Centre Regulatory Authority or the Qatar Financial Markets Authority and may not be publicly distributed in the State of Qatar (including the Qatar Financial Centre); (ii) is intended for the original recipient only and must not be provided to any other person; and (iii) is not for general circulation in the State of Qatar (including the Qatar Financial Centre) and may not be reproduced or used for any other purpose.

GENERAL INFORMATION

1. Authorisation

The establishment of the Programme was authorised by resolutions of the extraordinary general meeting of the shareholders of the Bank and the Board of Directors, in each case passed on 22 November 2005. The update of the Programme and issue of Notes thereunder were authorised by a resolution of the board of directors of the Bank passed 31 January 2017 and a resolution of the shareholders of the Bank on 24 February 2020. The Bank has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

2. Listing of Notes

It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche.

Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Regulated Market. The listing of the Programme in respect of Notes is expected to be granted on or before 21 July 2020. Prior to the official listing and admission to trading however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions on the Regulated Market will normally be effected for delivery on the third working day after the day of the transaction. However, Exempt Notes may be issued pursuant to the Programme.

3. Legal and Arbitration Proceedings

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which the Bank is aware) which may have, or have had during the twelve months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Bank and its Subsidiaries.

4. Significant/Material Change

Since 31 December 2019, there has been no material adverse change in the prospects of the Bank or the Bank and its Subsidiaries, except for the impact of the coronavirus outbreak referred to in "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme – Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects*".

Since 31 March 2020, there has not been any significant change in the financial performance or financial position of the Bank or the Bank and its Subsidiaries, except for the impact of the coronavirus outbreak referred to in "*Risk Factors – Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme – Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Bank's business, results of operations, financial condition and prospects*".

5. Auditors

The current auditors of the Bank are KPMG (authorised and regulated under the Register of Practising Accountants at the UAE Ministry of Economy and Planning as required by UAE

Federal Law No. 22 of 1995) of 15th Floor, Falcon Tower, Al Nasr Street, Abu Dhabi, United Arab Emirates, P.O. Box 7613, who have reviewed the condensed consolidated interim financial statements of the Bank for the three months ending 31 March 2020.

The consolidated financial statements of the Bank for the years ended 31 December 2019 and 31 December 2018 have been audited without qualification in accordance with International Standards on Auditing by KPMG, as stated in their reports, incorporated by reference herein.

6. Documents on Display

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection during normal business hours at the specified offices of the Paying Agent and, in the case of (a) and (b) below, from <https://www.bankfab.ae/>:

- (a) the memorandum and articles of association of the Bank (together with direct and accurate English translations thereof);
- (b) this Base Prospectus; and
- (c) any future offering circulars, prospectuses, information memoranda, supplements, Final Terms and Pricing Supplements (in the case of Exempt Notes) (save that Pricing Supplements will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Bank or the Paying Agent as to its holding of Notes and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

7. Material Contracts

Neither the Bank nor any of its Subsidiaries has entered into any material contracts outside the ordinary course of business which could result in its being under an obligation or entitlement which is, or may be, material to the ability of the Bank to meet its obligations in respect of the Notes.

8. Clearing of the Notes

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms (or, as applicable, the relevant Pricing Supplement).

9. Conditions for Determining Price and Yield

The price and amount of Notes to be issued under the Programme will be determined by the Bank and each relevant Dealer at the time of issue in accordance with prevailing market conditions. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes will be calculated on an annual or semi-annual basis using the relevant issue price at the relevant issue date. It is not an indication of future yield.

10. **Passporting**

The Bank may, on or after the date of this Base Prospectus, make applications for one or more certificates of approval under Article 25 of the Prospectus Regulation as implemented in the United Kingdom to be issued by the FCA to the competent authority in any Member State.

11. **Dealers transacting with the Bank and its Subsidiaries**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Bank and its Subsidiaries in the ordinary course of business for which they have received, and for which they may in the future receive, fees.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Bank or the Bank's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Bank routinely hedge their credit exposure to the Bank consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

REGISTERED OFFICE OF THE BANK

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