20 May 2025

U.S.$750,000,000 Floating Rate Notes due 2030

(the "**Notes**")

issued under the

First Abu Dhabi Bank PJSC

U.S.$20,000,000,000 Euro Medium Term Note Programme

Issue Price: 100 per cent.

Issue Date: 27 May 2025

This information package includes (i) the Base Prospectus dated 10 July 2024, the first supplemental Base Prospectus dated 25 July 2024, the second supplemental Base Prospectus dated 18 October 2024, the third supplemental Base Prospectus dated 6 February 2025 and the fourth supplemental Base Prospectus dated 30 April 2025 (including the documents incorporated into the Base Prospectus by reference) (together, the "**Base Prospectus**") and (ii) the Final Terms for the Notes dated 20 May 2025 (the "**Final Terms**", together with the Base Prospectus and the other information set out herein, the "**Information Package**") pertaining to the U.S.$20,000,000,000 Euro Medium Term Note Programme of First Abu Dhabi Bank PJSC (the "**Issuer**").

The Notes will be issued by the Issuer.

Application will be made by the Issuer for the Notes to be (i) listed on the Taipei Exchange (the "**TPEx**") in the Republic of China (the "**ROC**") and (ii) listed on the Official List of the Financial Conduct Authority and admitted to trading on the main market of the London Stock Exchange plc (the "**LSE**").

The Notes will be traded on the TPEx pursuant to the applicable rules of the TPEx and will be admitted to trading on the main market of the LSE. Effective date of (i) listing and trading of the Notes on the TPEx and (ii) listing of the Notes on the Official List of the Financial Conduct Authority and admission to trading on the main market of the LSE is on or about 27 May 2025.

None of the TPEx, the LSE and the Financial Conduct Authority is responsible for the content of the Information Package and/or any supplement or amendment thereto and no representation is made by the TPEx, the LSE or the Financial Conduct Authority as to the accuracy or completeness of the Information Package and/or any supplement or amendment thereto. The TPEx, the LSE and the Financial Conduct Authority expressly disclaim any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of the Information Package and/or any supplement or amendment thereto. Neither the admission to the listing and trading of the Notes on the TPEx nor the listing on the Official List of the Financial Conduct Authority and the admission to trading on the main market of the LSE shall be taken as an indication of the merits of the Issuer or the Notes.

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly to investors other than "professional investors" as defined under Paragraph 1 of Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds of the ROC. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to the aforementioned professional investors.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). The Notes may not be offered, sold or delivered within the United States or to, or for

the benefit of, U.S. persons (as defined under the Securities Act), except in certain transactions exempt from the registration requirements of the Securities Act.

ROC SELLING RESTRICTION

For the purposes of the Notes, the following ROC selling restriction shall be deemed inserted in the Base Prospectus:

"Each Dealer has represented and agreed that the Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly to investors other than "professional investors" as defined under Paragraph 1 of Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds of the Republic of China. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a professional investor."

ROC TAXATION

The following summary of certain taxation provisions under ROC law is based on current law and practice and that the Notes will be issued, offered, sold and re-sold, directly or indirectly, to professional investors as defined under Paragraph 1 of Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds of the ROC only. It does not purport to be comprehensive and does not constitute legal or tax advice. Investors (particularly those subject to special tax rules, such as banks, dealers, insurance companies and tax-exempt entities) should consult with their own tax advisers regarding the tax consequences of an investment in the Notes. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below.

Interest on the Notes

As the Issuer of the Notes is not an ROC statutory tax withholder, there is no ROC withholding tax on any interest or deemed interest to be paid on the Notes.

Payments of any interest or deemed interest under the Notes to an ROC individual holder are not subject to ROC income tax as such payments received by him/her are not considered to be ROC sourced income. However, such holder must include the interest or deemed interest received in calculating his/her basic income for the purpose of calculating his/her alternative minimum tax ("**AMT**"), unless the sum of the interest or deemed interest and other non-ROC sourced income received by such holder and the person(s) who is (are) required to jointly file the ROC income tax return in a calendar year is below $1 million New Taiwan Dollars ("**NT$**"). If the amount of the AMT calculated pursuant to the ROC Income Basic Tax Act (also known as the AMT Act) exceeds the annual income tax calculated pursuant to the ROC Income Tax Act, the excess becomes such holder's AMT payable.

ROC corporate holders must include any interest or deemed interest receivable under the Notes as part of their taxable income and pay income tax at a flat rate of 20 per cent. (unless the total taxable income for a fiscal year is NT$120,000 or under), as they are subject to income tax on their worldwide income on an accrual basis. The AMT is not applicable.

Sale of the Notes

In general, the sale of corporate bonds or financial bonds is subject to 0.1 per cent. securities transaction tax ("**STT**") on the transaction price. However, Article 2-1 of the ROC Securities Transaction Tax Act prescribes that STT will cease to be levied on the sale of corporate bonds and financial bonds from 1 January 2010 to 31 December 2026. Therefore, the sale of the Notes will be exempt from STT if the sale is conducted on or before 31 December 2026. Starting from 1 January 2027, any sale of the Notes will be subject to STT at 0.1 per cent. of the transaction price, unless otherwise provided by the tax laws that may be in force at that time.

Capital gains generated from the sale of bonds are exempt from ROC income tax. Accordingly, ROC individual and corporate holders are not subject to ROC income tax on any capital gains generated from the sale of the Notes. In addition, ROC individual holders are not subject to AMT on any capital gains generated from the sale of the Notes. However, ROC corporate holders should include such capital gains in calculating their basic income for the purpose of calculating their AMT. If the amount of the AMT calculated pursuant to the ROC Income Basic Tax Act exceeds the annual income tax pursuant to the ROC Income Tax Act, the excess becomes the ROC corporate holders' AMT payable. Capital losses, if any, incurred from the sale of the Notes by such holders could be carried over 5 years to offset against capital gains of same category of income for the purposes of calculating their AMT.

Non-ROC corporate holders with a fixed place of business (e.g., a branch) or a business agent in the ROC are not subject to income tax on any capital gains generated from the sale of the Notes. However, their fixed place of business or business agent should include any such capital gains in calculating their basic income for the purpose of calculating AMT.

As to non-ROC corporate holders without a fixed place of business and a business agent in the ROC, they are not subject to income tax or AMT on any capital gains generated from the sale of the Notes.

ROC SETTLEMENT AND TRADING

The Issuer has not entered into any settlement agreement with Taiwan Depository & Clearing Corporation ("**TDCC**") and has no intention to do so.

In the future, if the Issuer enters into a settlement agreement with TDCC, an investor, if it has a securities book-entry account with an ROC securities broker and a foreign currency deposit account with an ROC bank, may settle the Notes through the account of TDCC with Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") if it applies to TDCC (by filing in a prescribed form) to transfer the Notes in its own account with Euroclear or Clearstream, Luxembourg to such TDCC account with Euroclear or Clearstream, Luxembourg for trading in the domestic market or vice versa for trading in overseas markets. For settlement through TDCC, TDCC will allocate the respective Notes position to the securities book-entry account designated by such investor in the ROC. The Notes will be traded and settled pursuant to the applicable rules and operating procedures of TDCC and the TPEx as domestic bonds. For such investors who hold their interest in the Notes through an account opened and held by TDCC with Euroclear or Clearstream, Luxembourg, distributions of principal and/or interest for the Notes to such holders may be made by payment services banks whose systems are connected to TDCC to the foreign currency deposit accounts of the holders. Such payment is expected to be made on the second Taiwanese business day following TDCC's receipt of such payment (due to time difference, the payment is expected to be received by TDCC one Taiwanese business day after the distribution date). However, when the holders actually receive such distributions may vary depending upon the daily operations of the ROC banks with which the holder has the foreign currency deposit account.

RISKS ASSOCIATED WITH LIMITED LIQUIDITY OF THE NOTES

Application will be made for the listing of the Notes on the TPEx. No assurances can be given as to whether the Notes will be, or will remain, listed on the TPEx. If the Notes fail to, or cease to, be listed on the TPEx, certain investors may not invest in, or continue to hold or invest in, the Notes.

Lead Manager

Standard Chartered Bank (Taiwan) Limited

Liquidity Provider

SinoPac Securities Corporation

Co-Managers

Bank of Taiwan

Bank of SinoPac Co., Ltd.

Cathay United Bank Co., Ltd.

CTBC Bank Co., Ltd.

KGI Securities Co. Ltd.

President Securities Corporation

SinoPac Securities Corporation

The Shanghai Commercial & Savings Bank, Ltd.

Yuanta Securities Corporation Co., Ltd.

BASE PROSPECTUS DATED 10 JULY 2024

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 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 THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION 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 PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH THE APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE 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 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 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 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 Base Prospectus you confirm to the Dealers (as defined in the 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 Base Prospectus by electronic transmission; (iv) you will not transmit the 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 Base Prospectus has been delivered to you on the basis that you are a person into whose possession the 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 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 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 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 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 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 Base Prospectus in certain jurisdictions may be restricted by law. Persons into whose possession the Base Prospectus 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.$20,000,000,000

Euro Medium Term Note Programme

Under this U.S.$20,000,000,000 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 principal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.$20,000,000,000 (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 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK Prospectus Regulation**"). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval 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 main 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 London Stock Exchange's main market and have been admitted to the Official List. The London Stock Exchange's main market is a UK regulated market for the purpose of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**").

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 UK regulated market (as defined in UK MiFIR). 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.

The Bank has been assigned ratings of AA- with a stable outlook by Fitch Ratings Ltd. ("**Fitch**"), Aa3 with a stable outlook by Moody's Investors Service Cyprus Limited. ("**Moody's Cyprus**") and AA- with a stable outlook by S&P Global Ratings Europe Limited ("**S&P**"). 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.

Each of Moody's Cyprus and S&P is established in the European Economic Area (the "**EEA**") **and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). As such, Moody's Cyprus and S&P are included in the list of credit rating agencies published by European Securities and Markets Authority ("ESMA") on its website (at http://www.esma.europa.eu/page/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation. Neither Moody's Cyprus nor S&P are established in the United Kingdom and neither has applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "UK CRA Regulation"). Moody's Singapore is not established in the EEA or the United Kingdom and has not applied for registration under the CRA Regulation or the UK CRA Regulation. Accordingly, the ratings issued by Moody's Cyprus and Moody's Singapore have been endorsed by Moody's Investors Service Ltd ("Moody's") and the ratings issued by S&P have been endorsed by S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation and have not been withdrawn. Each of Moody's and S&P Global Ratings UK Limited are established in the United Kingdom and registered under the UK CRA Regulation.**

Fitch is established in the United Kingdom and is registered under the UK CRA Regulation. Fitch is not established in the EEA and has not applied for registration under the CRA Regulation. Accordingly, the ratings issued by Fitch have been endorsed by Fitch Ratings Ireland Limited in accordance with the CRA Regulation and have not been withdrawn. Fitch Ratings Ireland Limited is established in the EEA and registered under the CRA Regulation. As such, Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by ESMA on its website (at http://www.esma.europa.eu/page/credit-rating-agencies/cra-authorisation) in accordance with 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 (i) a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, "**MiFID II**") in the EEA or (ii) a UK regulated market for the purposes of UK MiFIR in 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 (which, for the avoidance of doubt, shall exclude a regulated market for the purposes of MiFID II) as may be agreed with the Bank. No base prospectus is required to be produced in accordance with Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") or the FSMA for the issue of Exempt Notes and, accordingly, the Exempt Notes issued are not required for, and do not, comply with the Prospectus Regulation or the FSMA. 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, SHIBOR, HIBOR, SIBOR, EIBOR, SAIBOR, BBSW, PRIBOR, CNH HIBOR, TLREF, TIBOR, BKBM, MIBOR, SOFR, SONIA or €STR 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 EURIBOR, SIBOR, SAIBOR and PRIBOR are included in the FCA's register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**"). As at the date of this Base Prospectus, the administrators of SHIBOR, HIBOR, EIBOR, BBSW, CNH HIBOR, TLREF, TIBOR, BKBM, MIBOR, SOFR, SONIA and €STR are not included in the FCA's register of administrators under the UK Benchmarks Regulation. As far as the Bank is aware, (a) SHIBOR, SOFR, SONIA, €STR and EIBOR do not fall within the

scope of the UK Benchmarks Regulation by virtue of Article 2 of that regulation; and (b) the transitional provisions in Article 51 of the UK Benchmarks Regulation apply, such that the ASX Benchmarks Limited, the Treasury Markets Association of Banks, Boursa Istanbul, the JBA TIBOR Administration, the New Zealand Financial Markets Association and the Financial Benchmarks India Private Ltd. are not currently required to obtain authorisation/registration (or, if located outside the United Kingdom, recognition, endorsement or equivalence).

Arrangers

Citigroup **First Abu Dhabi Bank** **Standard Chartered Bank**

Dealers

Barclays
Crédit Agricole CIB
HSBC
Mizuho
Citigroup
First Abu Dhabi Bank
J.P. Morgan
Standard Chartered Bank

The date of this Base Prospectus is 10 July 2024

IMPORTANT NOTICES

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

The Bank accepts responsibility for the information contained in this Base Prospectus and the relevant Final Terms (as defined below) or (in the case of Exempt Notes) the relevant 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 this Base Prospectus does not omit anything likely to affect the import of such information.

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, advisers 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.

Neither the Arrangers, the Dealers, any of the Agents nor any of their respective directors, affiliates, advisers or agents make any representation or provide any assurance as to the suitability of any Sustainable Notes (as defined herein), including the listing or admission to trading thereof on any dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of any stock exchange or securities market, or to fulfil any green, environmental, sustainability or social criteria required by any prospective investors. Neither the Arrangers, the Dealers, any of the Agents nor any of their respective directors, affiliates, advisers or agents has undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Projects (as defined herein), any verification of whether the Eligible Projects meet such criteria, the monitoring of the use of proceeds of any Sustainable Notes (or amounts equal thereto) or the allocation of the proceeds by the Bank to particular Eligible Projects. Each prospective investor should have regard to the information set out in "*Description of the Group – Sustainability Policy – Sustainable Finance Framework*" below and determine for itself the relevance of such information for the purposes of an investment in Sustainable Notes, together with any other investigation it deems necessary. Neither the Arrangers, the Dealers, any of the Agents nor any of their respective directors, affiliates, advisers or agents make any representation as to the suitability or contents of the Sustainable Finance Framework (as defined herein), any second party opinion delivered in respect thereof or any public reporting by or on behalf of the Bank in respect of the application of the proceeds of any issue of Sustainable Notes, none of which are, nor shall they be deemed to be, incorporated in and/or form part of this Base Prospectus.

No assurance or representation is or can be given by the Bank, the Arrangers, the Dealers, any Agent or any other person that Eligible Projects will meet investor expectations or requirements regarding "green", "environmental", "sustainable", "social" or similar labels (including, without limitation, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy**") or Regulation (EU) 2020/852 as it forms part of domestic law of the United Kingdom by virtue of the EUWA), as regards any investment criteria or guidelines with which such investor or its investments are required to comply or that any adverse environmental and/or other impacts will not occur during the implementation of any projects funded by or related to any Eligible Projects. Each prospective investor should have regard to the factors described in the Sustainable Finance Framework and the relevant information contained in this Base Prospectus and the relevant Final Terms and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Sustainable Notes before deciding to invest. None of the Arrangers, the Dealers, any of the Agents nor any of their respective directors, affiliates, advisers or agents shall be responsible for (i) the suitability of any Sustainable Notes to fulfil environmental, social and/or sustainability criteria required by prospective investors, (ii) whether the proceeds of any Sustainable Notes will be used to finance and/or refinance Eligible Projects, (iii) any assessment of the Eligible Projects, or (iv) the ongoing monitoring of the use of proceeds in respect of any such Sustainable Notes.

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.$20,000,000,000 (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 prospective investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each prospective 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 prospective 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 prospective 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 prospective 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 prospective 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, prospective 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 MiFID II in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. The requirement to publish a prospectus under the FSMA only applies to Notes which are admitted to trading on a UK regulated market as defined in UK MiFIR and/or offered to the public in the United Kingdom other than in circumstanes where an exemption is available under section 86 of the FSMA. 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 and the FSMA. Exempt Notes do not form part of this Base Prospectus for the purposes of the Prospectus Regulation or the FSMA 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 document 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 Saudi Arabian Capital Market Authority (the "**Capital Market Authority**").

The Capital Market Authority does not make any representations as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorised financial advisor.

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 any other 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 any 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

Notes, 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 any 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

Any Notes to be issued under this Programme 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 RETAIL INVESTORS

If the relevant Final Terms in respect of any Notes (or the relevant Pricing Supplement, in the case of Exempt Notes) includes a legend entitled "Prohibition of Sale to EEA 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 EEA. 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 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 has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS

If the relevant Final Terms in respect of any Notes (or the relevant Pricing Supplement, in the case of Exempt Notes) includes a legend entitled "Prohibition of Sales to UK 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 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 (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. Consequently no key information document required by Regulation

(EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors 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 United Kingdom may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The relevant Final Terms in respect of any Notes (or the relevant 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.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET

The relevant Final Terms in respect of any Notes (or the relevant Pricing Supplement, in the case of Exempt Notes) will include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. A distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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 UK MiFIR 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 UK MIFIR Product Governance Rules.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME

Unless otherwise stated in the relevant Final Terms (or the relevant 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 the Singapore Monetary Authority ("**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 FAB, together with its subsidiaries (the "**Group**"):

- the unaudited condensed consolidated interim financial information of the Group as at and for the three months ended 31 March 2024 which include unaudited comparative financial information for the three months ended 31 March 2023, together with the notes thereto (the "**Interim Financial Information**");

- the audited consolidated financial statements of the Group as at and for the year ended 31 December 2023 (the "**2023 Financial Statements**"); and

- the audited consolidated financial statements of the Group as at and for the year ended 31 December 2022 (the "**2022 Financial Statements**" and, together with the 2023 Financial Statements, the "**Annual Financial Statements**", and the Annual Financial Statements together with the Interim Financial Information, the "**Financial Statements**").

The Interim Financial Information has been prepared in accordance with International Accounting Standard ("**IAS**") 34 "Interim Financial Reporting" and has been reviewed by PricewaterhouseCoopers Limited Partnership - Abu Dhabi ("**PwC**") 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 in this Base Prospectus.

The Annual Financial Statements have been prepared in accordance with IFRS Accounting Standards issued by the International Accounting Standards Board (the "**IASB**"). The 2023 Financial Statements have been audited without qualification by PwC in accordance with International Standards on Auditing ("**ISA**") as stated in their audit report incorporated by reference herein. The 2022 Financial Statements have been audited without qualification by KPMG Lower Gulf Limited ("**KPMG**") in accordance with 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 2023 Financial Statements were adopted by the shareholders of FAB at an Annual General Meeting of FAB held on 5 March 2024 and the 2022 Financial Statements were adopted by the shareholders of FAB at an Annual General Meeting of FAB held on 28 February 2023. The Annual Financial Statements have also been approved by the Central Bank of the UAE (the "**UAE Central Bank**").

The Group's financial year ends on 31 December and, unless the context otherwise requires, references in this Base Prospectus to 2023 and 2022 are to the 12-month period ending on 31 December in each year.

The financial information regarding the Group included in this Base Prospectus:

(a) as at and for the three months ended 31 March 2024 has been derived from the Interim Financial Information;

(b) as at and for the year ended 31 December 2023 has been derived from the 2023 Financial Statements;

(c) as at and for the year ended 31 December 2022 has been derived from the 2022 Financial Statements except for "Investment in associates", "Non-trading investment securities", "Interest

income", "Income from Islamic financing and investing products", "Net gain on investment and derivatives", "Interest expense" and "Distribution on Islamic deposits" which were subsequently reclassified and hence are extracted or derived from the 2023 Financial Statements (see "*Reclassification of certain financial information*" below for further detail); and

(d) for the three months ended 31 March 2023 has been derived from the Interim Financial Information.

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.

Reclassification of certain financial information

"Investment in associates" (AED 1.6 billion as at 31 December 2022) which was previously classified within "Non-trading investment securities" is now presented separately in the 2023 Financial Statements and the Interim Financial Information.

Interest income on fair value through profit or loss bonds (AED 169 million for the year ended 31 December 2022 and AED 36.5 million for the three month period ended 31 March 2023) that was previously classified within "Interest income" and "Income from Islamic financing and Investing products" has now been reclassified to "Net gain on investments and derivatives" in the statement of profit or loss in the 2023 Financial Statements and the Interim Financial Information.

Interest income on certain financial instruments (AED 46.2 million for the three month period ended 31 March 2023) that was previously classified within "Income from Islamic financing and investing products" has now been reclassified to "Interest income" in the condensed consolidated interim statement of profit or loss. Interest expense on certain financial instruments (AED 258.6 million for the three month period ended 31 March 2023) that was previously classified within "Distribution on Islamic deposits" has now been reclassified to "Interest expense" in the statement of profit or loss in the Interim Financial Information.

Interest expense on certain financial instruments (AED 381 million for the year ended 31 December 2022) that was previously classified within "Distribution on Islamic deposits" has now been reclassified to "Interest expense" in the consolidated statement of profit of loss in the 2023 Financial Statements.

Additionally, "foreign currency translation adjustments" (AED 3.4 billion for the year ended 31 December 2022) that were included within adjustments for operating activities, have now been reclassified to the end of the cash flow statement and disclosed separately in the 2023 Financial Statements and the Interim Financial Information.

Alternative Performance Measures

Certain financial measures presented by FAB in this Base Prospectus are not defined in accordance with IFRS Accounting Standards. FAB believes that the alternative performance measures (as defined in the European Securities and Markets Authority guidelines (the "**ESMA Guidelines**") on Alternative Performance Measures ("**APMs**")) included in this Base Prospectus provide useful supplementary information to both investors and to FAB'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 FAB 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 FAB in this Base Prospectus are unaudited and have not been prepared in accordance with IFRS Accounting Standards or any other accounting standards. Accordingly, these financial measures should not be seen as a substitute for measures defined according to IFRS Accounting Standards. FAB 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 Accounting Standards 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	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 FAB 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 2024, the average balance is calculated based on the sum of balances at the beginning (31 December 2023) and end (31 March 2024) 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).	Profit for the period attributable to shareholders of FAB is as set out in the consolidated statement of profit or loss in the Financial Statements. Interest due (accrual basis) on Tier 1 capital notes is derived from the Group's internal accounting records (and is a Bank management calculated number). Total equity is as set out in the consolidated statement of financial position in the Financial Statements. Non-controlling interest is as set out in the consolidated statement of financial position in the Financial Statements. Tier 1 capital notes are as set out in the consolidated statement of financial position in the Financial Statements. Intangibles are as set out in the consolidated statement of financial position in the Financial Statements.
Cost to income ratio	Financial measure to express operating efficiency and is calculated as general,	General, administrative and other operating expenses are as set out in the consolidated

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
	administrative and other operating expenses divided by operating income.	statement of profit or loss in the Financial Statements. 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 loans, advances and Islamic financing divided by customer accounts and other deposits.	Loans, advances and Islamic financing are as set out in the consolidated statement of financial position in the Financial Statements. Customer accounts and other deposits are as set out in the consolidated statement of financial position in the Financial Statements.
Non-performing loans, advances and Islamic financing ("**NPL**") ratio	Financial measure to express loan asset quality and is calculated as NPLs net of interest suspended as a percentage of gross loans, advances and Islamic financing net of interest suspended.	NPLs are the Stage 3 loans, advances and Islamic financing along with Stage 3 loans, advances and Islamic financing which are part of purchased originally credit impaired loans, advances and Islamic financing considered by the Group as par to NPLs, each as set out in Note 31 (*Financial risk management*) to the Interim Financial Information. Interest suspended is as set out in Note 9 (*Loans, advances and Islamic financing*) to the Interim Financial Information. Gross loans, advances and Islamic financing are as set out in Note 9 (*Loans, advances and Islamic financing*) to the Interim Financial Information.
Provision coverage ratio	Financial measure to provide an indication of the level of provisioning vis-à-vis the	Impairment allowances are total provisions in respect of loans, advances and Islamic financing

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
	NPLs net of interest suspended and is calculated as impairment allowances as a percentage of NPLs.	and total provisions in respect of unfunded exposure, each as set out in Note 31 (*Financial risk management*) to the 2023 Financial Statements, together with the specific and collective IFRS Accounting Standard 9 "*Financial Instruments*" ("**IFRS 9**") reserve as set out in Note 19 (*Capital and reserves*) to the Interim Financial Information. NPLs are the Stage 3 loans, advances and Islamic financing along with loans, advances and Islamic financing which are part of purchased or originally credit impaired loans, advances and Islamic financing considered by the Group as par to NPLs, each as set out in Note 31 (*Financial risk management*) to the Interim Financial Information. Interest suspended is as set out in Note 9 (*Loans, advances and Islamic financing*) to the Interim Financial Information.

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 FAB, together with its subsidiaries;
- references to "**IFRS 9**" are to IFRS Accounting Standard 9 "*Financial Instruments"*;

- 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, "**OPEC plus**" are to the group of OPEC countries and other non-OPEC countries, including Russia, so designated and "**OPEC Reference Basket**" are to the reference basket data published on the OPEC website;
- 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 in this Base Prospectus to "**dirham**", "**UAE 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.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of law is a reference to that law or provision as extended, amended or re-enacted.

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 the relevant Pricing Supplement, in the case of Exempt Notes) 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 or over-allotment 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.

CONTENTS

Page

OVERVIEW OF THE PROGRAMME 1
DOCUMENTS INCORPORATED BY REFERENCE 7
RISK FACTORS 9
FINAL TERMS, PRICING SUPPLEMENTS AND DRAWDOWN PROSPECTUSES 42
FORMS OF THE NOTES 43
TERMS AND CONDITIONS OF THE NOTES 50
FORM OF FINAL TERMS 103
FORM OF PRICING SUPPLEMENT 113
USE OF PROCEEDS 125
DESCRIPTION OF THE GROUP 126
SELECTED FINANCIAL INFORMATION 146
RISK MANAGEMENT 149
MANAGEMENT 160
THE UNITED ARAB EMIRATES BANKING SECTOR AND REGULATIONS 173
TAXATION 185
SUBSCRIPTION AND SALE 187
GENERAL INFORMATION 195

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 Commission Delegated Regulation (EU) No 2019/980 as it forms part of domestic law by virtue of the EUWA.

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 Group*".
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:	Citigroup Global Markets Limited, First Abu Dhabi Bank PJSC and Standard Chartered Bank.
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:	Citibank Europe plc, Germany Branch.
Final Terms, Pricing Supplement or Drawdown Prospectus:	Notes issued under the Programme may be issued either: (1) pursuant to this Base Prospectus and the relevant Final Terms or (in the case of Exempt Notes) the relevant 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:	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 London Stock Exchange's main market. 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. The relevant Final Terms or (in the case of Exempt Notes) the relevant Pricing Supplement 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.
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg (each as defined herein).
Initial Programme Amount:	Up to U.S.$20,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time. The Bank may increase the amount of the Programme in accordance with the terms of the Dealer Agreement.

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 principal 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:	Any maturity is subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.
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 relevant 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(f) (*Floating Rate Note Provisions – Benchmark Replacement*) 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 "*Optional Redemption*" above, early redemption will only be permitted for tax reasons as described in Condition 10(b) (*Redemption and Purchase – Redemption for tax reasons*).
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 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) (*Events of Default – Events of Default for Senior Notes – Cross-default of Bank or Principal Subsidiary*), 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 (*Taxation*)) 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:	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).

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.

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 Abu Dhabi Global Market and the Dubai International Financial Centre), the Abu Dhabi Global Market, 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 "*Subscription and Sale*" 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 condensed consolidated interim financial information of the Group as at and for the three months ended 31 March 2024 and its review report (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2024/fab-fs-q1-2024-english.pdf?view=1);

2. the auditors' report and audited consolidated financial statements of the Group as at and for the financial year ended 31 December 2023 (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2023/fab-fs-q4-2023-english.pdf?view=1);

3. the auditors' report and audited consolidated financial statements of the Group as at and for the financial year ended 31 December 2022 (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2022/annual-report/fab-fs-q4-2022-english.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);

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);

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);

7. the Terms and Conditions of the Notes contained on pages 45 to 96 (inclusive) in the base prospectus dated 16 July 2020 prepared by the Bank in connection with the Programme (https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/FAB-2020-EMTN-Base-Prospectus.pdf?view=1);

8. the Terms and Conditions of the Notes contained on pages 47 to 99 (inclusive) in the base prospectus dated 15 July 2021 prepared by the Bank in connection with the Programme (https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/dbo12001510084v1-fab-emtn-programme-update-2021--base-prospectus--final.pdf?view=1);

9. the Terms and Conditions of the Notes contained on pages 52 to 104 (inclusive) in the base prospectus dated 7 July 2022 prepared by the Bank in connection with the Programme (https://www.bankfab.com/-/media/fabgroup/home/about-fab/investor-relations/debt-investor-information/prospectuses/20220707-fab-emtn-base-prospectus.pdf?view=1); and

10. the Terms and Conditions of the Notes contained on pages 50 to 102 (inclusive) in the base prospectus dated 14 July 2023 prepared by the Bank in connection with the Programme

(https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/debt-investor-information/prospectuses/euro-documents/20220707-fab-emtn-base-prospectus.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 UK 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

FAB 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.

FAB believes that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme, but the inability of FAB 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 FAB 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 "Forms of the Notes" and "Terms and Conditions of the Notes" shall have the same meanings in this section.

Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes

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

The Group, 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.

Oil price volatility

The UAE economy as a whole, and the economies of other countries in the GCC, are exposed to oil price volatility (see further "*—Risks relating to the UAE and the Middle East—The UAE's economy is highly dependent upon its oil revenue*").

International oil prices have been volatile since 2019, with the monthly OPEC Reference Basket price decreasing sharply to U.S.$17.66 in April 2020 amid the COVID-19 pandemic and exceeding U.S.$100 for most of 2022 due to greater demand forecasts and geopolitical tensions. Despite a decline in 2023, prices increased to U.S.$91.78 after OPEC plus agreed to prolong production cuts (though, in June 2024, several OPEC members announced they would begin phasing out their voluntary production cuts starting in September 2024). The monthly price per barrel of Arabian Light Crude Oil has also moved in line with these trends.

OPEC member countries produce approximately 40 per cent. of the world's crude oil (according to the World Economic Forum) and, as such, targets set by OPEC to manage oil production in its member countries can affect oil prices. Historically, the announcement of production cuts by OPEC has led to oil price rises in the short- to medium-term. While efforts have been made by OPEC and non-OPEC oil producing countries participating in the Declaration of Cooperation to control oil price volatility by agreeing staged reductions in oil production since 2020, there can be no assurance that such collaboration will achieve its stated goals or influence oil prices beyond the short-term.

While the Group's direct exposure to the crude oil, gas, mining and quarrying sectors is not significant (with 7.3 per cent. of its gross loans, advances and Islamic financing being to customers in the energy industry as at 31 March 2024), low oil prices and low demand for crude oil may have a material adverse effect on the UAE's economy and cause a reduction in government spending, which may exacerbate the impact on the UAE economy as a whole leading to deterioration in other industries. This may thereby affect the Group's business, results of operations, financial condition and prospects and FAB's ability to perform its obligations in respect of the Notes.

Fiscal reforms

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 significant effect on the UAE economy. The UAE federal government has scaled back capital transfers to government-related entities, reduced government investment, raised electricity and water tariffs and removed fuel subsidies. Lower oil prices and the COVID-19 pandemic resulted in the UAE cutting its federal spending for 2021 by approximately 5.3 per cent. as compared to 2020. Further, with effect from 1 January 2018, the UAE federal government introduced a value-added tax ("**VAT**") regime at a rate of 5 per cent. as part of a broader GCC-wide agreement. Bahrain joined the GCC VAT regime on 1 January 2019 and Oman implemented VAT on 16 April 2021. Qatar is expected to introduce VAT in 2024 and Kuwait is expected to introduce VAT in the near future. The Kingdom of Saudi Arabia, which implemented VAT on 1 January 2018 at the rate of 5 per cent., increased the rate to 15 per cent. effective from 1 July 2020. The resulting stress on the UAE retail markets (which represents one of the Group's core businesses) may have a negative impact on the Group's business, results of operations and financial condition and could thereby affect FAB's ability to perform its obligations in respect of the Notes.

On 31 January 2022, the UAE Ministry of Finance announced the introduction of a corporate income tax (the "**CIT**") on business profits, which came into effect for accounting periods beginning on or after 1 June 2023. Thus, the first accounting period that the CIT is applicable to FAB commenced on 1 January 2024. The CIT applies on the taxable net profits of a business. It does not apply to taxable profits up to AED 375,000 and applies at a standard statutory tax rate of nine per cent. on taxable profits in excess thereof.

In the UAE, 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 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 in recent years has been significant.

Moreover, in respect of the Group's Abu Dhabi-based Government-related customers, 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 how the application of the Abu Dhabi Public Debt Laws has impacted the Group's Abu Dhabi-based Government-related customers. If the provisions of the Abu Dhabi Public Debt Laws start to be applied more strictly and require the Group's Abu Dhabi-based Government-related customers to obtain Abu Dhabi Executive Council approval each time they contract with the Group, it is possible that the Group 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 Group'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 Group's corporate customers, this could have a material adverse effect on the Group's business, results of operations and financial condition and could thereby affect FAB's ability to perform its obligations in respect of the Notes.

Financial markets

During events of extreme volatility witnessed in financial markets since 2014 there have been periods of reduced liquidity, widening credit spreads and a lack of price transparency in credit and capital markets. These adverse market conditions have impacted investment markets both globally and in the UAE, through increased volatility in asset prices, commodity prices, interest rates and exchange rates.

Furthermore, many of the world's economies are experiencing high levels of inflation. According to the IMF, global headline inflation is projected at 5.9 per cent in 2024. However, considerable uncertainty surrounds inflation projections. Various factors have contributed to shaping inflation outlook, including the Russia-Ukraine conflict which has caused an increase in the oil price (as discussed above) and to food prices (due to disruptions in the supply of commodities such as wheat, corn and fertilizers). In addition, while demand grew rapidly in 2021, various bottlenecks held back supply, including outbreak-induced factory closures, restrictions at ports, congested shipping lanes, container shortfalls and worker shortages because of quarantines. Although supply bottlenecks are generally anticipated to ease as production responds to higher prices, the Russia-Ukraine conflict and widespread sanctions on Russian persons, entities and institutions are likely to prolong disruptions in some sectors into 2024. Prolonged inflation could affect the wider global economy (by, for example, causing prompt broad-based selling in long-duration, fixed-rate debt, which could have negative implications for equity and real estate markets) and the Group's customers and counterparties (leading to lower recoverability) which in turn could affect FAB's ability to perform its obligations in respect of the Notes.

As a result of market conditions prevailing as at the date of this Base Prospectus, companies to which FAB has 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 FAB.

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. The U.S. Federal Reserve raised U.S. overnight interest rates by 25 basis points in March 2022, 50 basis points in May 2022, 75 basis points in each of June 2022, July 2022, September 2022 and November 2022, 50 basis points in December 2022, 25 basis points in February 2023, 25 basis points in March 2023, 25 basis points in May 2023 and 25 basis points in July 2023. In line with such increase, the UAE Central Bank raised the base rate on the overnight deposit facility by 25 basis points in March 2022, 50 basis points in May 2022, 75 basis points in each of June 2022, July 2022, September 2022 and November 2022, 50 basis points in December 2022 and 25 basis points in each of February 2023, March 2023, May 2023 and July 2023. Since September 2023, the U.S. Federal Reserve has left U.S. overnight interest rates unchanged and in January 2024, the U.S. Federal Reserve indicated that it would not be appropriate to reduce rates until it has gained greater confidence that inflation is moving sustainably toward the U.S. target rate. It is highly probable that the UAE Base Rate will continue to track U.S. interest rate movements.

Future movements in such rates may adversely impact the Group's margins, borrowing costs and capital if it is unable to adjust to the volatile interest rate environment. The business, results of operations, financial condition and prospects of FAB have been materially adversely affected by these trends and may be further materially adversely affected by future periods of 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 Group's counterparties will fail to discharge their obligations on maturity or in a timely manner, causing the Group to incur a financial loss. Credit risks could materially adversely affect the Group's business, results of operations, financial condition and prospects. Some of the credit risks facing the Group are set out below.

If the Group is unable to effectively monitor and control the level of, or, where required, successfully restructure, its NPLs with debtors in financial distress, or its allowance for impairment are insufficient to cover credit losses, the Group'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 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 Group's credit portfolio. See further "*– Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Group'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 Group's credit risk profile. Although the Group regularly reviews its credit exposures and has re-priced a portion of its credit portfolio and restructured some of its credit-impaired loans, advances and Islamic financing, customer defaults may continue to occur. The occurrence of these events has affected, and could continue to materially adversely affect, the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

As at 31 March 2024, the Group had NPLs of AED 19.1 billion and, for the three months ended 31 March 2024, carried impairment allowances of AED 18.9 billion. In accordance with IFRS Accounting Standards, the Group 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 statement of profit or loss. This is written back to the statement of profit or loss as and when interest or principal (as appropriate) on the debt is received. The Group's management believes that the levels of impairment allowances for impaired loans, advances and Islamic financing as at 31 March 2024 were sufficient to cover the Group's potential credit losses as at that date. However, there is no guarantee that the impairment charge recognised by the Group will be sufficient to cover its actual credit losses. As at 31 March 2024, the Group had a provision coverage ratio of 99 per cent.

The Group regularly reviews and monitors compliance with lending limits to individual financial institutions and country limits. See further "*Risk Management*". Further, the Group Credit Committee is responsible for the formulation of credit policies and processes in line with growth, risk management and strategic objectives and FAB's management believes that the systems in place to implement the Group's restructuring of loans, advances and Islamic financing and impairment allowances are adequate as at each reporting date. This may thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

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

The Group's credit and investment portfolios are concentrated, geographically, in the UAE. As a result, any deterioration in general economic conditions in the UAE or any failure of the Group 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 which could thereby affect FAB's ability to perform its obligations in respect of the Notes.

Together, the Group's loans, advances and Islamic financing and investment securities portfolios (investment securities portfolio is defined as Investments at fair value through profit or loss, Non-trading investment securities and Investment in associates) (net of provisions) totalled AED 743.7 billion, or 60.2 per cent. of its total assets, as at 31 March 2024. Of the Group's total gross loans, advances and Islamic financing extended to customers as at 31 March 2024, real estate accounted for 16.5 per cent., personal loans and credit cards accounted for 9.2 per cent. and energy accounted for 7.3 per cent.

The Group's investment securities portfolio comprised AED 185 billion (or 79 per cent.) of non-trading investment securities as at 31 March 2024. The Group'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 2024, the Group's non-trading investment securities portfolio had an exposure of AED 32.5 billion (or 17.5 per cent.) to the UAE while exposure to the GCC, excluding the UAE, was AED 26.8 billion (or 14.4 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 Group's customer base and retail portfolio is comprised of UAE-based expatriates. FAB is exposed to a "skip risk" that such customers may leave the UAE without making repayments on their loans. Although the Group takes overseas enforcement action against "skip" borrowers in certain countries, 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 Group's credit portfolio, which could have a material adverse effect on its business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

A substantial increase in new impairment allowances or credit losses greater than the level of previously recorded impairment allowances for credit losses would adversely affect FAB's results of operations and financial condition

In connection with lending activities, FAB periodically establishes impairment allowances for credit losses, which are recorded in its statement of profit or loss. FAB's overall level of impairment allowances is based upon its assessment of prior loss experience along with expected credit loss, which takes into account the volume and type of financing being conducted, collateral held, industry standards, past due financing, economic conditions and other factors related to the recoverability of various financial assets. Although the Group endeavours to establish an appropriate level of impairment allowances based on its best estimate of the amount of incurred credit loss, it might be possible, for example, due to economic stress situations or changes in the regulatory environment, that the Group has to significantly increase its impairment allowances for credit losses. Any significant increase in impairment allowances or a significant change in the Group's estimate of the risk of credit loss inherent in its credit portfolio, as well as the occurrence of credit 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 and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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*".

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

The Group may be materially adversely affected by a loss of business from key clients that represent a significant portion of its net operating income

The Group 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 Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

In addition, the financial condition and ongoing profitability of Government-controlled or Government-related entities largely depends upon Government spending and policy. Therefore, the Group 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 Group may be difficult to predict. See further "*– Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Group's business, results of operations, financial condition and prospects*".

The Group's failure to adequately foresee and assess such shifts may have an adverse effect on its business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

Liquidity risks

Liquidity risk is the risk that the Group 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 Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes. Some of the liquidity risks facing the Group are set out below.

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

If the Group'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 Group'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 Group 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 accounts and other deposits, if there is a material decline in the value of the Group's

liquid securities portfolio or if the Group is unable to secure short-term funding at commercially acceptable rates to bridge this funding gap.

The Group Assets and Liability Committee sets and monitors liquidity ratios and regularly updates the Group's liquidity management policies and seeks to ensure that the Group is in a position to meet its obligations as they fall due. See further "*Risk Management*". Further, the Group 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 Group Risk Committee receives regular updates on the Group'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 2024, the Group had cash and balances with central banks of AED 273.5 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 ("**Basel III**"). 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 Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**") to the UAE Central Bank.

The LCR is a metric introduced by the Basel Committee as part of Basel III 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. Basel III requires 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). As at 31 March 2024, the Group held a portfolio of HQLAs valued at AED 420.1 billion and had a LCR of 150.0 per cent.

By virtue of the inherent costs associated with LCR compliance and maintaining a sufficient portfolio of HQLAs, FAB 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 and thereby affect FAB's ability to perform its obligations in respect of the Notes.

The Group 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 Group's liabilities include short-term demand and time deposits. A portion of the Group'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 Group's assets and liabilities could lead to liquidity risk if the Group is incapable of rolling over existing deposits, raising new deposits or obtaining alternative sources of funding for the existing or future credit portfolio or if the cost of obtaining these deposits or funding differs from market prices.

Although the Group has accessed wholesale funding markets (through bilateral or syndicated borrowings 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 Group's depositors withdraw their demand deposits or do not roll over their time deposits upon maturity, or the Group fails to refinance some of its large short- to medium-

term borrowings, the Group may need to access more expensive sources to meet its funding requirements. No assurance can be given that the Group will be able to obtain additional funding on commercially reasonable terms as and when required, or at all. The Group's inability to refinance or replace such deposits with alternative funding could materially adversely affect the Group's liquidity, business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

As part of its normal banking business, the Group 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 Group to related credit, liquidity and market risks. Credit-related commitments are subject to the same credit approval terms and compliance procedures as loans, advances and Islamic financing extended to customers, and commitments to extend credit are contingent on customers maintaining required credit standards. Although the Group 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 and thereby affect FAB's ability to perform its obligations in respect of the Notes. As at 31 March 2024, the Group had AED 249.6 billion in such contingent liabilities.

Market risks

The Group'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 Group's income or the fair value of its holdings of financial instruments. Market risks could adversely affect the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes. Some of the market risks facing the Group are set out below.

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

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

Any shortage of liquidity in markets that are sources of funding for the Group could contribute to an increase in the Group's marginal borrowing costs. Similarly, any increase or changes in benchmark reference rates could also affect the value of certain assets that are sensitive to changes in applicable interest rates.

A fundamental reform of major interest rate benchmarks is being undertaken globally, replacing some interbank offered rates ("**IBORs**") with alternative risk-free benchmark reference rates. The Group had significant exposure to certain IBORs on its financial instruments which have been reformed as part of these market-wide initiatives. In line with the regulatory guidance, the Group has successfully transitioned all London Interbank Offered Rate ("**LIBOR**") products to suitable alternatives or to synthetic LIBOR, where applicable. While synthetic LIBOR is being used temporarily for certain U.S.

dollar denominated products, FAB is actively working on transitioning these to their permanent risk-free rate alternatives prior to the expiration of synthetic LIBOR.

Interest rates are sensitive to many factors beyond the Group'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 (see further "*—Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Group's business, results of operations, financial condition and prospects*").

If benchmark reference rates rise, the interest payable on the Group's floating rate borrowings increases. Additionally, in a rising interest rate environment, the Group's interest expense can increase significantly as a result of the higher interest rates payable on the Group's existing time deposits. The Group's marginal cost of funding may increase as a result of a variety of factors, including the deterioration of conditions in the financial markets or the loss of confidence by and between financial institutions. If benchmark reference rates lower, the Group's ability to price its current and saving account deposits and time deposits at a rate lower than the benchmark reference rate may be adversely impacted. As a result, the Group's marginal cost of funding compared to benchmark reference rates may increase. If the Group 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 and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

The Group holds investment securities. Instability in the international debt and equity capital markets could have a material adverse impact on the Group's investment portfolios. As at each reporting period, the Group 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 credit deterioration and are measured on a probability weighted estimate basis.

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 Group's investment policies. FAB 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 Group'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 Group's investment portfolios could have a material adverse effect on the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

Operational risks

The Group defines operational risk as the risk of loss from inadequate or failed internal processes, people, systems or external events. Operational risks and losses may arise from various causes such as 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 Group has implemented comprehensive 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 and thereby affect FAB's ability to perform its obligations in respect of the Notes. Some of the operational risks facing the Group are set out below.

The Group'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 Group 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 Group's business, results of operations, financial condition and prospects, as well as its general reputation in the market and thereby affect FAB's ability to perform its obligations in respect of the Notes.

The Group'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 Group'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" ("**KYC**") practices, depend upon evaluation of information regarding the markets in which the Group operates, its clients or other matters that are publicly available or information otherwise accessible to the Group.

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 developing stage. See further "*The United Arab Emirates Banking Sector and Regulations – Recent Trends in Banking – Establishing a credit bureau in the* UAE". Accordingly, the Group, 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 Group's risk management and internal control policies and procedures will fully control, or protect the Group against, all credit, liquidity, market and other risks. In addition, certain risks could be greater than the Group's empirical data would otherwise indicate. The Group 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 Group'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 Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

If the Group 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 Group

The Group'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 Group 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 Group may face challenges in retaining such employees due to the continued recruitment efforts of its competitors.

Additionally, with the strong growth that the Group has continued to deliver post-Merger, the Group may need to continue to increase its number of employees. The Group is guided in its human resources ("**HR**") 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.

While the Group 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 and thereby affect FAB's ability to perform its obligations in respect of the Notes.

The Group'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 Group 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 Group 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 Group has implemented defence in depth security architecture with 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 Group's reputation, business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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 Group operates. Regulatory risks could adversely affect the Group's business, results of operations and financial condition and thereby affect FAB's ability to perform its obligations in respect of the Notes. Some of the regulatory risks currently facing the Group are set out below.

The Group is highly regulated 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 Group's business

The Group 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 Regulations*". 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 Group operates. In particular (but without limitation), the Group 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 Group's customer deposits and/or capital and reserves as prescribed by the UAE Central Bank).

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

If the Group fails to comply with applicable anti-money laundering, counter-terrorism financing, proliferation financing sanctions and other related regulations, it could face enforcement actions, fines and/or damage to its reputation

In order to carry out and expand its businesses, it is necessary for the Group 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 Group is unable to maintain or obtain the relevant licences, permits, approvals and consents, its ability to achieve its strategic objectives could be impaired.

The Group is also required to comply with applicable anti-money laundering ("**AML**") and counter-terrorism financing ("**CTF**") laws, economic and trade sanctions, anti-bribery and corruption ("**ABC**"), and other local regulations in the jurisdictions in which it operates, including sanctions administered, enacted or enforced by the Office of Foreign Assets Control of the U.S. Department of Treasury, the United Nations Security Council ("**UNSC**"), the European Union and His Majesty's Treasury of the United Kingdom, applicable local sanctions, and anti-corruption laws in the jurisdictions in which it conducts business.

These laws and regulations require the Group, among other things, to adopt and enforce KYC policies and procedures, to report suspicious activities and transactions to the applicable regulatory authorities and to freeze assets of persons designated by UNSC and/or local regulator where applicable.

The Group has established a Financial Crime Compliance programme including but not limited to AML and CTF (KYC, transaction monitoring and suspicious transaction reporting), Sanctions and ABC policies and procedures and reviews them regularly in light of any relevant regulatory and market developments.

To the extent that the Group fails or is perceived to fail to fully comply with applicable laws and regulations, the relevant government agencies have the power and authority to commence enforcement actions against the Group and/or impose fines and other penalties on the Group.

In addition, the Group's business and reputation could suffer if customers use the Group's products and services for money laundering, sanctions evasion activities or other illegal purposes. As a result, any such failure to adhere to applicable AML, CTF, ABC, sanctions and other related laws and regulations may have a material adverse effect on the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

FAB is subject to risks associated with global climate change

The risks associated with climate change include both physical and economic risks. These risks are subject to rapidly increasing international societal, regulatory and political focus on climate change. A global shift that results in a transition towards a low-carbon economy could have a significant impact on FAB's business. In addition, physical risks from climate change arise from a number of factors and relate to specific weather events and longer-term shifts in the climate. The nature and timing of extreme weather events are uncertain but they are increasing in frequency and their impact on the global economy is predicted to be more acute in the future.

The potential economic impact of global climate change includes, but is not limited to, lower GDP growth, higher unemployment and significant changes in asset prices and profitability of industries. As the international and regional economies in which FAB operate transition to low carbon economies, financial institutions such as FAB may face significant and rapid developments in stakeholder expectations, policy, law and regulation which could impact the lending activities FAB undertakes, as well as the risks associated with its lending portfolios, and the value of FAB's financial assets. Furthermore, FAB may face greater scrutiny of the type of business it conducts, adverse media coverage and reputational damage, which may in turn impact customer demand for FAB's products, returns on certain business activities and the value of certain assets and trading positions, which may result in impairment charges.

If FAB does not adequately embed risks associated with climate change into its risk assessment framework to appropriately measure, manage and disclose the various financial and operational risks it faces as a result of climate change, or fails to adapt its strategy and business model to the changing regulatory requirements and market expectations on a timely basis, there may be a material and adverse impact on the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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, oil related gross domestic product ("**GDP**") continues to dominate Abu Dhabi's economy and contributed approximately 40.8 per cent. to Abu Dhabi's nominal GDP in 2023 (based on preliminary data) compared to approximately 48.0 per cent. in 2022 and approximately 40.9 per cent. in 2021 (*source*: Abu Dhabi Statistics Center website, 'Key Statistical Indicators', accessed 4 July 2024).

The Group 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 2022, the UAE had approximately 7.2 per cent. of the world's proven crude oil reserves (giving it the fifth largest oil reserves in the world) (*source*: OPEC Annual Statistical Bulletin 2023) while, according to preliminary data produced by the Federal Competitiveness and Statistics Center (the "**FCSA**"), the hydrocarbon sector (mining and quarrying, including crude oil and natural gas) accounted for 30.3 per cent. of the UAE's nominal GDP in 2022. According to the OPEC website, the price of the OPEC Reference Basket has fluctuated significantly in recent years. See further "*Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Group's business, results of operations and financial condition*" above.

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

- economic and political developments in oil producing regions, particularly in the Middle East and in Eastern Europe;
- 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 international prices for hydrocarbon products were to materially fall from their current levels and remain there for a significant period of time into the future this could have a material adverse effect on the UAE's economy which, in turn, could have a material adverse effect on the Group's business, financial condition and results of operations and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

The majority of the Group's current operations and interests are located in the UAE. The Group'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 FAB 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 Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

Investors should also note that the Group'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 and the corporate income tax that came into effect on 1 June 2023) or exchange controls could have a material adverse effect on the Group's business, financial condition and results of operations and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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. The MENA region is currently subject to armed conflicts including those in Yemen, Syria, Iraq and Palestine as well as the multinational conflict with the Islamic State, the conflict between Israel and Hamas and the conflict between Israel and Iran. FAB is in the process of closing its Qatar branch. In Libya, FAB has a 50:50 investment in First Gulf Libyan Bank, with the Economic and Social Development Fund of Libya.

The Israel-Hamas war has contributed to escalating tensions between Israel and the Lebanese militant group Hezbollah in southern Lebanon, resulting in casualties. Any continuation of, or increase in, international or regional tensions with Iran, including the attacks on or seizures of oil tankers that have disrupted international trade and impaired trade flows through the Strait of Hormuz, and the resulting military action taken by the United States and other countries against Al-Houthi bases in Yemen, as well as the events between Israel and Iran in April 2024 may also have a destabilising impact on the Gulf region and the situation remains volatile and uncertain.

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 Group's business, results of operations, financial condition and prospects, and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

As at the date of this Base Prospectus, FAB's principal shareholder is the Government, which indirectly holds approximately 37.9 per cent. of the issued and outstanding shares of FAB through the wholly-owned Mubadala Investment Company ("**MIC**").[1]

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 Group 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 Group. 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 Group. The reduction or elimination of government support could have a material adverse effect on the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

[1] With effect from September 2021, MIC holds FAB's shares through One Hundred and Fifteenth Investment Company – Sole Proprietorship L.L.C. (which is a wholly-owned subsidiary of MIC). Prior to September 2021, MIC held FAB's shares through ADIC PJSC and Mamoura Diversified Global Holding PJSC (formerly known as Mubadala Development Company PJSC) (each of which was a wholly-owned subsidiary of MIC).

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

By virtue of the Government's ownership interest in FAB's share capital, the Government has the ability to block actions or resolutions proposed at FAB's annual or extraordinary general meetings. Accordingly, the Government could prevent FAB 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 FAB. Such actions could have a material adverse effect on the Group's business, results or operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

The Group faces competition within the UAE for all of its products and services. The Group 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 2024, there were a total of 50 commercial banks registered in the UAE (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1). The Group'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 2024, and according to the Interim Financial Information and the publicly available financial statements of the Group's main domestic competitors for the three months ended 31 March 2024, the Group is the largest bank in the UAE by total assets. There can be no assurance that FAB will be able to maintain its current market share in the future.

In addition to the local commercial banks in the UAE, the Group 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 Group faces competition from international banks and such competition is expected to increase in the UAE over time. Although the Group 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 50 different commercial banks (comprising 23 locally incorporated commercial banks and 27 foreign commercial banks) licensed to operate inside the UAE as at 31 March 2024 (excluding the DIFC) (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1), serving a population estimated to be in the region of approximately 9.9 million people at the end of 2022 (*source*: OPEC Annual Statistical Bulletin 2023). 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, it 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 ("**IT**") system development. See further "*The United Arab Emirates Banking Sector and Regulations – Characteristics of the Banking System – Historic lack of consolidation*".

If the Group is unable to compete successfully, it could adversely impact the Group's business, results of operations, financial condition and prospects and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

FAB 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 stable outlook from S&P. These ratings, which are intended to measure FAB's ability to meet its debt obligations as they mature, are an important factor in determining the Group'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 FAB's credit ratings, or a negative change in their outlook, may:

- limit the Group's ability to raise funding;
- increase the Group's cost of borrowing; and
- limit the Group'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 FAB's credit rating may affect the market value of any Notes.

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 .

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 FAB to U.S. dollar foreign exchange movements against the UAE dirham or other such currencies

The Group 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: Saudi Arabia; Oman; Bahrain; and 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 FAB.

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 Group'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 Group's business, results of operations, financial condition and prospects, and thereby affect FAB's ability to perform its obligations in respect of the Notes.

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

On 31 January 2022, the UAE Ministry of Finance announced the introduction of the CIT on business profits, which came into effect for accounting periods beginning on or after 1 June 2023. Thus, the first accounting period that the CIT is applicable to FAB commenced on 1 January 2024. The CIT applies on the taxable net profits of a business. It does not apply to taxable profits up to AED 375,000 and applies at a standard statutory tax rate of nine per cent. on taxable profits in excess thereof.

Investors should be aware that with effect from 1 January 2018, certain GCC states (including the UAE and the Kingdom of Saudi Arabia) have implemented a VAT regime at a rate of 5 per cent. The Kingdom of Saudi Arabia increased the rate to 15 per cent. effective from 1 July 2020. Bahrain joined the GCC VAT regime on 1 January 2019 and Oman implemented VAT on 16 April 2021. Qatar and Kuwait are expected to introduce VAT in the near future.

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 UAE Ministry of Finance stated that there were no immediate plans to increase the rate of VAT in the UAE.

The above position might be also affected following introduction by the Organization for Economic Cooperation and Development ("**OECD**") of the Pillar 2 model rules (the Global Anti-Base Erosion Proposal, or "**GloBE**"). The Group is within the rules' scope and is required to calculate their GloBE effective tax rate for each jurisdiction where they operate. In principle, the ultimate parent entity of a multinational group would be liable for any top-up tax in respect of low-taxed jurisdictions (i.e., jurisdictions with an effective tax rate below 15 per cent.) and such top-up tax would be payable to the local tax authorities in the jurisdiction of the ultimate parent entity. These Pillar 2 rules are intended to be implemented as part of a common approach, as agreed by the OECD, and were to be brought into domestic legislation by various countries from 2023. The UAE is working to implement Pillar 2 proposals and further announcements on how these rules will be embedded into UAE corporate income tax regime will be made in due course.

The implementation of new tax regimes or amendments to existing tax regimes in the GCC may have a material adverse effect on the Group's business, results of operations and financial condition, which in turn could affect FAB's ability to perform its obligations in respect of the Notes.

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 prospective investors. Set out below is a description of the most common such features:

The use of proceeds of the Notes of any Tranche identified as Sustainable Notes in the relevant Final Terms may not meet investor expectations or requirements or be suitable for an investor's investment criteria

The Bank has stated that it intends to use the net proceeds from the issue of the Notes of each Tranche identified as Sustainable Notes in the relevant Final Terms to fund or refinance, in whole or in part, Eligible Projects set out in the Sustainable Finance Framework. See "*Description of the Group – Sustainability Policy – Sustainable Finance Framework*".

The Bank will exercise its judgement and sole discretion in determining the businesses and projects that will be funded or refinanced from the proceeds of Sustainable Notes. If the use of the proceeds of Sustainable Notes is a factor in any prospective investor's decision to invest in Sustainable Notes, that investor should carefully consider the disclosure in "*Use of Proceeds*" and "*Description of the Group – Sustainability Policy – Sustainable Finance Framework*", consult with its legal or other advisers and make any other investigation such investor deems necessary before making an investment in Sustainable Notes. In particular, no assurance is given by the Bank, the Arrangers, the Dealers, the Agents or any other person that the use of the proceeds of Sustainable Notes for any Eligible Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. In addition, the Sustainable Finance Framework is subject to change at any time without notice.

Furthermore, notwithstanding the Bank's intention stated above, prospective investors should be aware that any failure by the Bank to use the proceeds of Sustainable Notes as stated or to provide the relevant reports will not constitute an event of default under Condition 14 (*Events of Default*) with respect to any Sustainable Notes but may affect the value and/or the trading price of such Sustainable Notes and/or have adverse consequences for certain investors with portfolio mandates to invest in green, environmental, sustainable or social assets.

Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green", "environmental", "sustainable", "social" or an equivalently labelled project or as to what precise attributes are required for a particular project to be defined as "green", "environmental", "sustainable", "social" or such other equivalent label and no assurance can be given that such a clear definition or consensus will develop over time or that any prevailing market consensus will not change significantly.

The EU Taxonomy, which is subject to a phased implementation, may provide some definition for "green", "environmental", "sustainable", "social" or other such topics in the European Union or the United Kingdom. However, the full scope and applicability of the EU Taxonomy, as well as exactly when it will take effect, remains uncertain. Accordingly, no assurance is or can be given (whether by the Bank, the Arrangers, the Dealers, the Agents or any other person) to investors that: (a) any projects or uses the subject of, or related to, any Eligible Projects will meet any or all investor expectations regarding such "green", "environmental", "sustainable", "social" or other equivalently labelled performance objectives; (b) any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Projects; or (c) the Sustainable Finance Framework will be aligned with the EU Taxonomy or any other present or future sustainability framework or guidelines.

None of the Bank, the Arrangers, the Dealers, any Agent or any other person makes any representation or gives any assurance as to the Sustainable Finance Framework's compliance or alignment with any of the International Capital Market Association's Green Bond Principles, Social Bond Principles and/or Sustainability Bond Guidelines (each as amended from time to time). Each of these principles and guidelines may be subject to change at any time without notice. Furthermore, none of the Sustainable Finance Framework or the aforementioned International Capital Market Association principles and

guidelines, nor any associated reports, verification assessments or the contents of the same are incorporated in and/or form part of this Base Prospectus.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion or certification of any third party (whether or not solicited by the Bank) which may or may not be made available in connection with the issue of any Sustainable Notes and in particular with any of the businesses and projects funded with the proceeds of such Sustainable Notes to fulfil any green, environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such report, assessment, opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such report, assessment, opinion or certification is not, nor should it be deemed to be, a recommendation by the Bank, the Arrangers, the Dealers, the Agents or any other person to buy, sell or hold Sustainable Notes. Any such report, assessment, opinion or certification is only current as at the date that report, assessment, opinion or certification was initially issued. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein and/or the provider of such report, assessment, opinion or certification for the purpose of any investment in Sustainable Notes. The providers of such reports, assessments, opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. Furthermore, any such report, assessment, opinion or certification of any third party (whether or not solicited by the Bank) may not reflect the potential impact of all the risks related to the structure or market, or the additional risk factors discussed herein or the other factors that may affect the value of the Sustainable Notes or the projects financed thereby, in an amount corresponding to an amount at least equal to the net proceeds of the relevant issue of Sustainable Notes.

If Sustainable Notes are at any time listed or admitted to trading on any dedicated "green", "environmental", "sustainable", "social" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Bank, the Arrangers, the Dealers, the Agents or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any of the businesses and projects funded with the proceeds from any Sustainable Notes. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Bank, the Arrangers, the Dealers, the Agents or any other person that any such listing or admission to trading will be obtained in respect of any Sustainable Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Sustainable Notes concerned.

Whilst it is the Bank's intention to apply the proceeds of any Sustainable Notes in the manner described in "*Description of the Group – Sustainability Policy – Sustainable Finance Framework*" and to obtain and publish the relevant reports, assessments, opinions and certifications in, or substantially in, the manner described in "*Description of the Group – Sustainability Policy – Sustainable Finance Framework*" and "*Use of Proceeds*", there can be no assurance (whether by the Bank, the Arrangers, the Dealers, any Agent or any other person) that the Bank will be able to do this. Nor can there be any assurance that any Eligible Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Bank.

Any such event as described in the last sentence of the preceding paragraph or failure by the Bank to apply the proceeds of any Sustainable Notes for any Eligible Projects or to obtain and publish any such reports, assessments, opinions and certifications, will not give rise to any claim in contract of a holder

of Sustainable Notes against the Bank, the Arrangers, the Dealers, any Agent or any other person and, as mentioned above, will not constitute a dissolution event under Condition 14 (*Events of Default*) with respect to any Sustainable Notes. The withdrawal of any such report, assessment, opinion or certification, or any report, assessment, opinion or certification attesting that the Bank is not complying in whole or in part with any matters for which that report, assessment, opinion or certification is reporting, assessing, opining or certifying, and/or Sustainable Notes no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of Sustainable Notes concerned and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

An Eligible Project may no longer satisfy the eligibility criteria set out in the Sustainable Finance Framework during the life of the project, due to changes of the Sustainable Finance Framework and/or circumstances of the project and/or any other reasons. The reallocation of such proceeds to new Eligible Project may not be possible or may be delayed. No representation or assurance is given or made by the Bank, the Arrangers, the Dealers, any Agent or any other person that the amount used for financing or refinancing of Eligible Projects will always satisfy the eligibility criteria.

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. Prospective 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 the euro interbank offered rate ("**EURIBOR**"). 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 the 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 the 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 EURIBOR) are the subject of 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 "**EU 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. 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 UK Benckmarks Regulation, among other things, applies to the provision of benchmarks and the use of a benchmark in the United Kingdom. Similarly, it prohibits the use in the United Kingdom by United Kingdom supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-United Kingdom based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, 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 EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. 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.

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.

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

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a

basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk free rates recommended the new Euro short-term rate ("**€STR**") as the new risk free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The Conditions provide that, where the relevant Final Terms specifies that Condition 8(f)(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 (or any other successor service) becomes unavailable, or a Benchmark Event otherwise occurs.

Such fallback arrangements include the possibility that the Rate of Interest (or the relevant component part thereof) could be set by reference to a Successor Rate or an Alternative Reference Rate (each as defined in the Conditions), 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 (as defined in the Conditions), 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) a spread (which may be positive, negative or zero), or 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), 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 (as defined in the Conditions); 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 original 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 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; 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. 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 (or the relevant component part thereof). The use of a Successor Rate or Alternative Reference Rate (including with or without the application of an Adjustment Spread) may 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 (or the relevant component part thereof) for the relevant immediately following Interest Period may result in the Rate of Interest (or the relevant component part thereof) 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(f)(2) (*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.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes linked to or referencing a benchmark.

The market continues to develop in relation to risk free rates (including overnight rates) which are possible 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, the Secured Overnight Financing Rate ("**SOFR**") and €STR, as reference rates in the capital markets for sterling, U.S. dollar or euro 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 SOFR, SONIA and €STR reference rates (which seek to measure the market's forward expectation of an average SOFR, SONIA or €STR over a designated term). The continued development of risk free reference rates for the Eurobond markets, as well as the continued development of SOFR, SONIA and €STR based rates and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

The substance of the calculation of, and the adoption of market infrastructure for the issuing and trading of Eurobonds referencing, SOFR, SONIA and €STR continues to develop. In particular, investors should be aware that several different SOFR methodologies have been used in notes referencing SOFR issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions, will gain widespread market acceptance.

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. The development of risk free rates for the Eurobond markets could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Notes that reference a risk free rate issued under the Programme from time to time. In addition, the manner of adoption or application of risk free rates in the Eurobond markets may differ materially compared with the application and adoption of risk free rates in other markets, such as the derivatives and loan markets. 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 Notes referencing such risk free rates.

Investors should consider these matters when making their investment decision with respect to any such Floating Rate Notes.

Risk free rates differ from interbank offered rates in a number of material respects and have a limited history

Risk free rates may differ from interbank offered rates in a number of material respects, including (without limitation) by, in most cases, being backwards looking, calculated on a compounded or weighted average basis and risk free overnight rates, whereas such interbank offered rates are generally expressed on the basis of a forward looking term and include a risk element based on interbank lending. As such, investors should be aware that interbank offered rates and any risk free rates may behave materially differently as interest reference rates for the Notes.

Interest on Notes which reference a backwards looking 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 and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to Notes referencing interbank offered rates, 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.

The use of risk free rates as a reference rate for Eurobonds is nascent, and may be subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such risk free rates.

Notes referencing risk free rates may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities referencing such risk free rates, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of subsequently issued indexed debt securities as a result. Further, if the relevant risk free rates do not prove to be widely used in securities like the Notes, the trading price of such Notes linked to such risk free rates may be lower than those of Notes referencing indices that are more widely used. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Investors should consider these matters when making their investment decision with respect to any Floating Rate Notes.

The administrator of SOFR, SONIA or €STR may make changes that could change the value of SOFR, SONIA or €STR or discontinue SOFR, SONIA or €STR

The Bank of England, the Federal Reserve, the Bank of New York or the European Central Bank (or their respective successors), as administrators of SOFR, SONIA and €STR, respectively, may make methodological or other changes that could change the value of SOFR, SONIA or €STR and/or a related index, including changes related to the method by which each of SOFR, SONIA or €STR is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, SONIA or €STR, or timing related to the publication of SOFR, SONIA or €STR and/or a related index. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SOFR, SONIA or €STR (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing SOFR, SONIA or €STR and/or a related index. Any of the

foregoing could have a material adverse effect on the value or liquidity of, and return on, any Notes which reference SOFR, SONIA or €STR.

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 prospective investors, including:

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

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.

Although, starting from 1 October 2016, Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund and policies for further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were issued, there is no assurance that the PRC Government will continue to gradually 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. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules. 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 imposed by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

While the People's Bank of China (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 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. 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, including open positions resulting from conversion services for corporations relating to cross-border trade settlement, and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In each case the participating banks will need to source Renminbi from outside the PRC to square such open positions.

The offshore Renminbi market 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 so as to have the effect of restricting the 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. In August 2015, the PBoC 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.

Investment in RMB Notes may be subject to PRC tax

In considering whether to invest in the RMB Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Noteholders' investment in the RMB Notes may be materially and adversely affected if the Noteholder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those RMB Notes.

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 (including by way of conference call or by use of a videoconference platform) 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 their 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.

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 relating to enforcement

The Notes, the Agency Agreement, the Deed of Covenant 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 its seat in London or, subject to the exercise of an option to litigate given to certain parties (other than the Bank), to the courts of England.

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. Furthermore, to the extent that the enforcement of remedies must be pursued in the UAE, it should be borne in mind that there is limited scope for self-help remedies under UAE law and that generally enforcement of remedies in the UAE must be pursued through the courts. Notwithstanding that an arbitral award may be obtained in a London-seated arbitration or that a judgment may be obtained in the English courts, there is no assurance that the Bank has, or would at

the relevant time have, sufficient assets in the UK against which such arbitral award or judgment could be enforced.

Investors may experience difficulty in enforcing arbitral awards in Abu Dhabi

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. Accordingly, it is expected that an arbitral award obtained in a London-seated arbitration should be enforceable in Abu Dhabi in accordance with the terms of the New York Convention. In this regard, it should be noted that recognition and enforcement of an arbitral award may be refused by the Abu Dhabi courts on the grounds set out in Article V of the New York Convention. However, there is no established track record to demonstrate how the provisions of the New York Convention will be applied by the Abu Dhabi courts in practice and whether the Abu Dhabi courts will enforce a foreign arbitral award in accordance with the New York Convention (or any other applicable multilateral or bilateral enforcement treaties). 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.

Federal Decree Law No. 42 of 2022 regarding the Law of Civil Procedure (the "**Civil Procedure Law**") also governs the enforcement of foreign arbitral awards in the UAE. Article 223 of the Civil Procedure Law provides that arbitral awards issued in a foreign state may be enforced in the UAE subject to the conditions provided under Article 222 of the Civil Procedure Law. Article 225 of the Civil Procedure Law provides that the rules on enforcement of foreign arbitral awards shall not prejudice the provisions of treaties for the enforcement of foreign judgments, orders and instruments with foreign states, which, by virtue of the operation of Article 223 of the Civil Procedure Law, should also apply in respect of arbitral awards, and accordingly include the New York Convention. However, there is no established track record to demonstrate how the Abu Dhabi courts will apply the Civil Procedure Law alongside the provisions of such treaties in practice.

In addition, Federal Law No. 6 of 2018 (the "**UAE Arbitration Law**") provides certain conditions to the enforcement of domestic arbitral awards in the UAE. There is no established track record to demonstrate how the Abu Dhabi courts will apply the UAE Arbitration Law in practice and there is a risk that, notwithstanding the Civil Procedure Law or the terms of applicable enforcement treaties, the Abu Dhabi courts may also apply such conditions to the enforcement of foreign arbitral awards in the UAE.

Accordingly, there is a risk that an arbitral award obtained in a London-seated arbitration will be refused enforcement by the Abu Dhabi courts.

Investors may experience difficulty in enforcement of foreign judgments in Abu Dhabi

A judgment or order of a foreign court may be enforced in the UAE, subject to the conditions provided under Article 222 of the Civil Procedure Law. However, there is no established track record to demonstrate how the Abu Dhabi courts will apply the Civil Procedure Law in practice. The Abu Dhabi courts are unlikely to enforce an English court judgment without re-examining the merits of the claim.

The Abu Dhabi courts may not observe the choice by the parties 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. In practice, the UAE courts may seek to interpret English law governed documents as if they were governed by UAE law.

A UAE court may consider the lack of mutuality in the unilateral option to litigate in the Notes, the Agency Agreement, the Deed of Covenant and the Programme Agreement as being contrary to public policy in the UAE and, therefore, unenforceable. Moreover, claims may become time-barred or become subject to a counterclaim. This creates further uncertainty with respect to enforcement.

The UAE is a civil law jurisdiction and judicial precedents in Abu Dhabi have no binding effect on subsequent decisions. In addition, there is no formal system of reporting decisions of the Abu Dhabi courts. These factors create greater judicial uncertainty. The enforcement of a foreign judgment or arbitral award may be a lengthy process in the UAE.

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 regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain cirumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country 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). 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.

Investors regulated in the United Kingdom are subject to similar restrictions under the UK CRA Regulation. As such, United Kingdom regulated investors are required to use for United Kingdom regulatory purposes ratings issued by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation. In the case of ratings issued by third country non-United Kingdom credit rating agencies, third country credit ratings can either be: (a) endorsed by a United Kingdom registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant United Kingdom registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant, European (including United Kingdom) regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the United Kingdom, as applicable, 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 their liquidity in the secondary market. 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 UK 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 the relevant Final Terms or Pricing Supplement, the relevant 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 10 July 2024 (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 10 July 2024 (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 T2 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 (i) 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 (ii) a UK regulated market as defined in Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 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**"), or the Financial Services and Markets Act 2000 ("**FSMA**"), respectively, 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.$20,000,000,000 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 10 July 2024 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), Citibank Europe plc, Germany Branch 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 T2 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_1 is greater than 29, in which case D_2 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_2 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;

"**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 T2 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 Bank 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;

"**T2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system;

"**T2 Settlement Day**" means any day on which T2 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 relevant 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 principal 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 principal 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, SONIA or €STR***: If Screen Rate Determination not referencing SOFR, SONIA or €STR is specified in the relevant Final Terms for Notes not referencing SOFR, SONIA or €STR 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(f) (*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) Shanghai interbank offered rate ("**SHIBOR**");

(iii) Hong Kong interbank offered rate ("**HIBOR**");

(iv) Singapore interbank offered rate ("**SIBOR**");

(v) Emirates interbank offered rate ("**EIBOR**");

(vi) Saudi Arabia interbank offered rate ("**SAIBOR**");

(vii) Australia Bank Bill Swap ("**BBSW**");

(viii) Japanese Yen LIBOR ("**JPY LIBOR**");

(ix) Prague interbank offered rate ("**PRIBOR**");

(x) CNH Hong Kong interbank offered rate ("**CNH HIBOR**");

(xi) Turkish Lira overnight reference rate ("**TLREF**");

(xii) Tokyo interbank offered rate ("**TIBOR**").

(xiii) Mumbai interbank offered rate ("**MIBOR**");

(xiv) New Zealand bank bill benchmark ("**BKBM**");

(xv) SOFR;

(xvi) SONIA; and

(xvii) €STR.

(d) ***Screen Rate Determination for Floating Rate Notes referencing SOFR, SONIA or €STR (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, SONIA or €STR 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 SOFR, SONIA or €STR (other than where the Calculation Method is specified as being "SONIA Index"):

(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:

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

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, (ii) where "SONIA" is specified as the Reference Rate, a London Banking Day or (iii) where "€STR" is specified as the Reference Rate, a T2 Settlement 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;

"$\mathbf{d_O}$" 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;

"**€STR**" means, in respect of any Business Day, a reference rate equal to the daily euro short term rate for such Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the European Central Bank's Website, in each case, on or before 9:00 a.m., (Central European Time) on the Business Day immediately following such Business Day;

"**European Central Bank's Website**" means the website of the European Central Bank currently at http://www.ecb.europa.eu, or any successor website officially designated by the European Central Bank;

"**i**" means, for the relevant Applicable Period, a series of whole numbers from one to do, 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;

"$\mathbf{n_i}$", 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 "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;

(b) 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;

(c) where in the relevant Final Terms "€STR" 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 €STR in respect of such Business Day;

(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 "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);

(f) where in the relevant Final Terms "€STR" 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 €STR 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 €STR 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);

(g) 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;

(h) 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

(i) where in the relevant Final Terms "€STR" is specified as the Reference Rate and "Payment Delay" is specified as the Observation Method, in respect of any Business Day, the €STR 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 €STR 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;

"$\mathbf{r_{i\text{-}pBD}}$" 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 (or any successor thereto) 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 Compounded SOFR (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:

"**Compounded SOFR**" means:

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

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 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 Transition Event and its related Benchmark Replacement Date have not occurred with respect to the then-current Benchmark, Compounded SOFR shall be the SOFR Index Unavailable value; or

(ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, then Compounded SOFR shall be the rate determined pursuant to Condition 8(f) (*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$_{Start}$**" 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 Transition Event and its related Benchmark Replacement Date have not occurred with respect to the then-current Benchmark, "Compounded SOFR" 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(f) (*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, SOFR (as defined in paragraph (i) above), is not available, subject to Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*), such Reference Rate shall be the SOFR 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;

(vi) where "€STR" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day, €STR (as defined in paragraph (i) above), is not available, subject to Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*), such Reference Rate shall be the €STR for the first preceding Business Day on which €STR was published on the European Central Bank's Website (as defined in paragraph (i) above) and "r" shall be interpreted accordingly; and

(vii) in the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 8(f) (*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.

(viii) For the purposes of this Condition 8(d) (*Floating Rate Note Provisions – Screen Rate Determination for Floating Rate Notes referencing SOFR, SONIA or €STR (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, SONIA or €STR 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, subject as provided below, be the Compounded Daily SONIA Rate (as defined below) plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent.

"**Compounded Daily SONIA Rate**" means, with respect to an 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:

Compounded Daily SONIA Rate = $\left(\frac{SONIA\ Compounded\ Index_{End}}{SONIA\ Compounded\ Index_{Start}} - 1\right) x \frac{365}{d}$

and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

"**d**" is the number of calendar days from (and including) the day in relation to which SONIA Compounded Index$_{\mathbf{Start}}$ is determined to (but excluding) the day in relation to which SONIA Compounded Index$_{\mathbf{End}}$ is determined;

"**Relevant Number**" is as specified in the relevant Final Terms (or, if no such number is specified, five);

"**SONIA Compounded Index$_{\mathbf{Start}}$**" means, with respect to an Interest Period, 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; and

"**SONIA Compounded Index$_{\mathbf{End}}$**" means, with respect to an Interest Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to (A) the Interest Payment Date for such Interest Period, or (B) such other date on which 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).

(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(f) (*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) **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) applicable to the Notes for any Interest Period remains to be determined by such Reference Rate, then the following provisions shall apply (other than where in the relevant Final Terms "Condition 8(f)(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(f) (*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(f) (*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(f) (*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) provided however, that if the Independent Adviser (following consultation with the Bank), or the Bank (acting in good faith and in a commercially reasonable manner), fails to determine the Adjustment Spread in accordance with this Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*) prior to the relevant Interest Determination Date then the Successor Rate or Alternative Reference Rate as determined in accordance with this Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*) will apply without an Adjustment Spread;

(v) if any Successor Rate, Alternative Reference Rate or Adjustment Spread is determined in accordance with this Condition 8(f) (*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(f)(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), in each case as determined in

accordance with the provisions of this Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*). Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

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

(A) that a Benchmark Event has occurred, the Successor Rate or, as the case may be, the Alternative Reference Rate, the applicable Adjustment Spread, the specific terms of the Benchmark Amendment (if any), in each case as determined in accordance with the provisions of this Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate, Alternative Reference Rate and Adjustment Spread.

Such certificate shall be made available for inspection by the Noteholders during normal business hours at the specified office of the Fiscal Agent;

(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(f)(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(f) (*Floating Rate Note Provisions – Benchmark Replacement*); and

(viii) the Independent Adviser appointed pursuant to this Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*) shall act and make all determinations pursuant to this Condition 8(f) (*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(f) (*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), 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, in accordance with this Condition 8(f) (*Floating Rate Note Provisions – Benchmark Replacement*), is customarily applied 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 as a result of such benchmark ceasing to be calculated or administered 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 (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 or will be (or is or will be deemed by such supervisor to be), by a specified future date, no longer representative of an underlying market; 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), (iv) and (v) 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 financial 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(f)(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 SOFR, if in the relevant Final Terms "Condition 8(f)(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(f)(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, SOFR, 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 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 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;

"**ISDA**" means the International Swaps and Derivative Association, Inc.;

"**ISDA Definitions**" means either the 2006 ISDA Definitions, as published by ISDA and as amended and updated as at the Issue Date of the first Tranche of the Notes, or the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Notes, as applicable;

"**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 SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not 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; 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(f)(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(f)(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.

(g) ***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 relevant Final Terms, the Minimum Rate of Interest for Floating Rate Notes shall be zero.

(h) ***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.

(i) ***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.

(j) ***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.

(k) ***Notifications etc.***: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8(k) (*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.

(l) ***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, 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 the period of time designated in the Reference Rate.

In the case of Exempt Notes which are also Floating Rate Notes, if the Reference Rate from time to time is specified in the relevant Pricing Supplement as being other than EURIBOR, the Rate of Interest in respect of such Exempt Notes will be determined as provided in the relevant 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 relevant 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 designed 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 (including by way of conference call or by use of a videoconference platform) 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 after 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 (the "**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 their appointment is terminated;

(ii) their entitlement to be paid their 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 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**"). 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 has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK 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 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 (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors 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 United Kingdom may be unlawful under the UK 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.]

[**UK MIFIR 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 only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [A distributor]/[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 the FCA Handbook Product Intervention and Product Governance Sourcebook 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 2001 of Singapore, as modified or amended from time to time** (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 Principal Amount of Tranche] [Title of Notes]

under the U.S.$20,000,000,000

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 set forth in the Base Prospectus dated 10 July 2024 [and the supplemental Base Prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the UK Prospectus Regulation. This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of the UK 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 10 July 2024. This document constitutes the Final Terms of the Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2024 [and the supplemental Prospectus dated [•]] which [together] constitute[s] a base prospectus for the purposes of the UK 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 Principal Amount:		
	(i)	[Series:]	[•]
	(ii)	[Tranche:]	[•]
5.	Issue Price:		[[•] per cent. of the Aggregate Principal 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 principal 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 of 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, SONIA or €STR/Screen Rate Determination referencing SOFR, SONIA or €STR]
(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, SONIA or €STR:	[Applicable/Not Applicable]
	• Reference Rate:	[EURIBOR/SHIBOR/HIBOR/SIBOR/EIBOR/SAIBOR/BBSW/PRIBOR/CNH HIBOR/TLREF/TIBOR/MIBOR/BKBM]
	• Interest Determination Date(s):	[•]
	• Relevant Screen Page:	[•]
	• Relevant Time:	[[•]/Not Applicable]
	• Relevant Financial Centre:	[[•]/Not Applicable]
(ix)	Screen Rate Determination referencing SOFR, SONIA or €STR:	[Applicable/Not Applicable]
	• Reference Rate:	[SOFR/SONIA/€STR]
	• 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) Margin(s): [•] per cent. per annum

(xi) Minimum Rate of Interest: [•] per cent. per annum

(xii) Maximum Rate of Interest: [•] per cent. per annum

(xiii) Day Count Fraction: [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]]
	(xiv)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
	(xv)	Benchmark Replacement fall back:	Condition 8(f)(1) (*Independent Adviser)* is applicable/Condition 8(f)(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	[•] per Calculation Amount

		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 principal amount
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:		[•] per Calculation Amount

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:	By:
Duly Authorised	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 Cyprus: [•]] [S&P: [•]] [*insert details*]] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*]. [Each of [•] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

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. **[SUSTAINABLE NOTES AND REASONS FOR THE OFFER]**

(i)	Sustainable Notes:	[Yes]/[No]
(ii)	Reasons for the offer:	[See "*Use of Proceeds*" in the Base Prospectus]/[•]

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 Retail Investors:	[Applicable/Not Applicable]
	(iii) Prohibition of Sales to United Kingdom Retail Investors:	[Applicable/Not Applicable]
	(iv) If non-syndicated, name of relevant Dealer:	[Not Applicable/[•]]

[**PROHIBITION OF SALES TO EEA 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**"). 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 has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK 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 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 (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors 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 United Kingdom may be unlawful under the UK PRIIPs Regulation.]

[**MIFID II/UK MIFIR product governance / target market** - [*appropriate target market legend to be included*]]

[**Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time** (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 Financial Conduct Authority 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 Principal Amount of Tranche] [Title of Notes]

under the U.S.$20,000,000,000

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 10 July 2024 [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 either of Article 3 of the Prospectus Regulation or section 85 of the FSMA or to supplement a prospectus pursuant to either of Article 23 of the Prospectus Regulation or Article 23 of the UK 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 10 July 2024. This document constitutes the final terms of the Notes described herein and must be read in conjunction with the Base Prospectus dated 10 July 2024 [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 Principal Amount:		
	(i)	[Series:]	[•]
	(ii)	[Tranche:]	[•]

5.	Issue Price:		[[•] per cent. of the Aggregate Principal 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 of 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, SONIA or €STR/Screen Rate Determination referencing SOFR, SONIA or €STR/[•]]
	(vii)	Party responsible for calculating the Rate(s) of Interest and Interest	[[•] shall be the Calculation Agent]

	Amount(s) (if not the [Fiscal Agent]):	
(viii)	Screen Rate Determination not referencing SOFR, SONIA or €STR:	[Applicable/Not Applicable]
	• Reference Rate:	[EURIBOR/SHIBOR/HIBOR/SIBOR/EIBOR /SAIBOR/BBSW/PRIBOR/CNH HIBOR/TLREF/TIBOR/MIBOR/ BKBM/[*specify other Reference Rate*]]
	• Interest Determination Date(s):	[•]
	• Relevant Screen Page:	[•]
	• Relevant Time:	[•]
	• Relevant Financial Centre:	[•]
(ix)	Screen Rate Determination referencing SOFR, SONIA or €STR:	[Applicable/Not Applicable]
	• Reference Rate:	[SOFR/SONIA/€STR]
	• 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)	Margin(s):	[•] per cent. per annum
(xi)	Minimum Rate of Interest:	[•] per cent. per annum
(xii)	Maximum Rate of Interest:	[•] per cent. per annum
(xiii)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [30E/360] [Eurobond Basis] [*specify other*] [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]]
(xiv)	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*]]
(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(f)(1) (*Independent Adviser)* is applicable/Condition 8(f)(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] [*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: ..... By: .....
Duly Authorised 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 Cyprus: [•]] [S&P: [•]] [*insert details*]] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*]. [Each of [•] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

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. **[SUSTAINABLE NOTES AND REASONS FOR THE OFFER]**

(i)	Sustainable Notes:	[Yes/No]
(ii)	Reasons for the offer:	[See "*Use of Proceeds*" in the Base Prospectus]/[•]

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 Retail Investors:	[Applicable/Not Applicable]
(vii)		Prohibition of Sales to 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

Save in respect of Sustainable Notes, 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.

In relation to each Tranche of Sustainable Notes, see "*Description of the Group – Sustainability Policy – Sustainable Finance Framework*".

DESCRIPTION OF THE GROUP

Overview

FAB 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 (the "**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.

As at the date of this Base Prospectus, FAB's principal shareholder was the Government, which indirectly held approximately 37.9 per cent. of the issued and outstanding shares of FAB through the wholly-owned MIC.[2]

The Group is a full-service bank and its core businesses include consumer, wholesale, treasury and Islamic banking capabilities. The Group 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 Group has an 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, FAB has been assigned long-term credit ratings of AA- with stable outlook by Fitch, AA- with stable outlook by S&P and Aa3 with stable outlook by Moody's.

As at 31 March 2024, the Group is the largest bank in the UAE, in addition to being the second largest bank in the GCC, in each case by total assets (*source*: the Interim Financial Information and the publicly available financial statements of the Group's main domestic and regional competitors for the three months ended 31 March 2024). As at 31 March 2024, the Group had total assets of AED 1,235.0 billion, net loans, advances and Islamic financing of AED 508.3 billion and total customer accounts and other deposits of AED 803.3 billion. For the three months ended 31 March 2024, the Group's profit for the period was AED 4.2 billion.

The Group operates under the following business segments for financial reporting purposes:

- ***Investment Banking***: the Investment Banking segment focuses on the Group's institutional clients. For the three months ended 31 March 2024, AED 2.8 billion, or 34.7 per cent. of the Group's operating income, and AED 2.2 billion, or 51.7 per cent. of the Group's net profit for the period, was attributable to the Investment Banking segment;

- ***Corporate and Commercial Banking***: the Corporate and Commercial Banking segment focuses on large corporate, medium and small entities. For the three months ended 31 March 2024, AED 1.8 billion, or 22.2 per cent. of the Group's operating income, and AED 1.0 billion, or 24.7 per

[2] With effect from September 2021, MIC holds FAB's shares through One Hundred and Fifteenth Investment Company – Sole Proprietorship L.L.C. (which is a wholly-owned subsidiary of MIC). Prior to September 2021, MIC held FAB's shares through ADIC PJSC and Mamoura Diversified Global Holding PJSC (formerly known as Mubadala Development Company PJSC) (each of which was a wholly-owned subsidiary of MIC).

cent. of the Group's net profit for the period, was attributable to the Corporate and Commercial Banking segment;

- ***Global Markets - Trading***: the Global Markets Trading segment encompasses trading, market-making, risk management and investment management activities across linear products (foreign exchange, rates, credit and securities financing), structured products, commodities, and investments. For the three months ended 31 March 2024, AED 0.8 billion, or 10.0 per cent. of the Group's operating income for the period, and AED 0.6 billion, or 13.2 per cent. of the Group's net profit for the period, was attributable to the Global Markets Trading segment.

- ***Consumer Banking***: the Consumer Banking segment manages all consumer and elite customers. For the three months ended 31 March 2024, AED 1.1 billion, or 13.7 per cent. of the Group's operating income for the period and AED 0.3 billion, or 7.3 per cent. of the Group's net profit for the period, was attributable to the Consumer Banking segment;

- ***Global Private Banking***: the Global Private Banking segment manages high net worth clients, delivering service and products and providing global wealth solutions to clients. For the three months ended 31 March 2024, AED 0.3 billion, or 3.9 per cent. of the Group's operating income and AED 0.1 billion, or 3.5 per cent. of the Group's net profit for the period, was attributable to the Global Private Banking segment; and

- ***Head Office***: the Head Office segment provides centralised HR, 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 2024, AED 1.2 billion, or 15.4 per cent. of the Group's operating income. AED 18.0 million net loss before the deduction of minority interests for the period, was attributable to the Head Office segment.

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

FAB 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. FAB'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.

The Group operates branches and pay offices and a network of automated teller machines in the UAE, with the majority located in Abu Dhabi and Dubai. Additionally, as at 31 March 2024, the Group had an international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices. The Group also offers services to individuals and corporate customers through a diverse range of alternate distribution channels including its internet banking, phone and SMS (short message service) banking systems and through the Group's mobile apps.

Recent Developments

International presence

In March 2022, the Group opened a branch in Shanghai with a focus on bridging trade and investment flows between the UAE and the MENA region with mainland China. In March 2022, the Group also announced the opening of a representative office in Iraq, serving as a strategic addition to the Group's geographical footprint as one of the UAE's most important trading partners.

In November 2021, FAB sold its operations in Sudan (comprising two branches).

In May 2021, FAB completed the acquisition of Bank Audi SAE (Egypt) ("**Bank Audi**") from Bank Audi SAL (Lebanon). The acquisition was effected to accelerate the Group's expansion in a high-potential market. The legal merger completed in June 2022 and the Group commenced operating under a newly introduced brand identity "FABMisr". By November 2022, Bank Audi and the Group's existing operations in Egypt had been fully integrated and operate under the single "FABMisr" brand.

Magnati

In April 2021, FAB completed the carve-out of its existing payments business into a fully owned and operational subsidiary, Magnati Sole Proprietorship LLC ("**Magnati**"). The Magnati platform enables clients to grow their core businesses by monetising data and using next generation technologies such as application programming interface, artificial intelligence and machine learning capabilities to deliver improved experiences and increased efficiency. In February 2022, FAB signed an agreement to sell 60 per cent. of Magnati to Brookfield Business Partners (BCP V Growth Aggregator LP) with an implied value for 100 per cent. of Magnati of up to U.S.$1.15 billion. The remaining 40 per cent. stake is retained by FAB as a strategic investment and is now accounted for as an "investment in associate". See Note 37 (*Gain on disposal of stake in subsidiary and fair gain on retained interest*) of the 2023 Financial Statements for further details.

In June 2023, FAB entered into an agreement with affiliates of Brookfield Asset Management, together with other co-investors, for the proposed acquisition by BCP V Growth Aggregator LP of Network International Holdings Plc. For approximately AED 10.3 billion, subject to the terms and conditions set out in the scheme document. Under the terms of the agreement, FAB and other parties will provide equity funding, interim and revolving financing facilities. FAB has committed co-investment in the form of equity funding of up to AED 2.7 billion, which will be provided upon completion of the acquisition. FAB is also providing AED 1.4 billion interim term and revolving facility to finance the acquisition. Upon completion of the acquisition and subject to regulatory approvals, Network International Holdings Plc is intended to be combined with BCP Growth Holdings Limited. See Note 34 (*Proposed transaction*) of the Interim Financial Information for further details.

Wio Bank

In October 2020, FAB announced that its ownership of its legacy FGB banking license would be transferred to Abu Dhabi Developmental Holding Company PJSC ("**ADQ**") in exchange for 10 per cent. of a new entity's share capital (ADQ's new digital bank), and preferential access to another 10 per cent. of the shares in the event of an initial public offering. Wio Bank, an Abu Dhabi-based digital lender, commenced operations in September 2022. Wio Bank focussed on small and medium enterprises in its first year of operation and expanded its operations to retail customers in 2023. In January 2023, FAB entered into a strategic partnership with Wio Bank to facilitate cash and cheque deposits for Wio Bank's corporate customers through FAB's established automated teller machine and cash deposit machine network.

FAB Properties

In September 2023, FAB announced that it signed an agreement with Aldar Properties for the sale of FAB Properties to Aldar Estates, subject to regulatory approvals. In accordance with the terms of the agreement, FAB concluded the sale in December 2023 and the share transfer has been reflected in the trade licence of FAB Properties. Accordingly, FAB Properties has been deconsolidated from the Group's financials, commencing from the consolidated financial statements of FAB for the year ended 31 December 2023. The sale of FAB Properties is in line with the Group's strategy to leverage strategic partnerships to create value and to enhance specialised service offerings.

Strengths

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

As at 31 March 2024, the Group had total assets of AED 1,235.0 billion, total net loans, advances and Islamic financing of AED 508.3 billion and customer accounts and other deposits to AED 803.3 billion, making the Group the largest financial institution in the UAE and the second largest in the GCC, in each case by total assets, according to the Interim Financial Information and publicly available financial statements of the Group's main domestic and regional competitors for the three months ended 31 March 2024.

In the UAE, the Group has 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 Group 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 Group's range of products and services to existing clients.

The Group's dominant market position throughout the UAE and wider GCC region reflects the Group'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.

Broad regional and international network

The Group has an international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices. This broad geographical footprint provides opportunities for FAB to grow its product and service offering, in addition to developing its existing client base and leveraging off the Group's well established domestic operations.

Strong capital base and liquidity

As at 31 March 2024, the Group had a total capital adequacy ratio of 17.1 per cent., a Tier 1 capital adequacy ratio of 15.4 per cent. and a Common Equity Tier 1 ("**CET 1**") capital adequacy ratio of 13.7 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 entitled "Standards for Capital Adequacy of Banks in the UAE" which were published by the UAE Central Bank on 12 November 2020 by virtue of Notice No. CBUAE/BSD/N/2020/4980, FAB 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, FAB, 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 FAB, which is determined on the basis of the geographical distribution of assets and the counter-cyclical capital buffer applicable in such jurisdictions.

In addition, the UAE Central Bank vide Notice no. CBUAE/BSD/N/2020/2016 dated 22 April 2020 will allow banks to apply a prudential filter to IFRS 9 expected loss provisions. The prudential filter will allow any increase in IFRS 9 (Stages 1 and 2 only) 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 phased in gradually in stages from 31 March 2021 to 30 June 2022.

The Group'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 and FAB's issuance of U.S.$750 million perpetual additional Tier 1 capital securities in October 2020, which are accounted for as equity in accordance with IAS 32 "*Financial Instruments – Presentation*". The Group also maintains a strong liquidity position with a LCR of 150.0 per cent. and loan to deposit ratio of 63.3 per cent. as at 31 March 2024. As at 31 March 2024, the Group had cash and balances with central banks of AED 273.5 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. Basel III requires 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). The UAE Central Bank introduced this requirement for UAE banks. As at 31 March 2024, the Group held a portfolio of net HQLAs valued at AED 420.1 billion and had a LCR of 150.0 per cent. FAB 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. See also "*Risk Factors – Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes – Liquidity risks – The Group's cash flow from its operations may not be sufficient at all times to meet its contractual and contingent payment obligations*".

FAB 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 Group to meet increasing regulatory demands, while the Group'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, FAB's principal shareholder was the Government, which indirectly held approximately 37.9 per cent. of the issued and outstanding shares of FAB through MIC.[3]

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 has continued post-Merger. Government support for the Group (and, historically, for NBAD and FGB) has typically manifested itself in many ways such as Government controlled entities engaging the Group (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 Group in the same manner as it has done historically (including, prior to the Merger, each of NBAD and FGB), the Group's management believes that the Group's relationship with the Government remains strong and is unlikely to change in the foreseeable future.

[3] With effect from September 2021, MIC holds FAB's shares through One Hundred and Fifteenth Investment Company – Sole Proprietorship L.L.C. (which is a wholly-owned subsidiary of MIC). Prior to September 2021, MIC held FAB's shares through ADIC PJSC and Mamoura Diversified Global Holding PJSC (formerly known as Mubadala Development Company PJSC) (each of which was a wholly-owned subsidiary of MIC).

Full service offering of conventional and Islamic products

The Group provides 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 Group the opportunity to grow its balance sheet and strengthen its position in its core UAE market. As a full-service bank, the Group 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 Group 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 Group can continue to drive revenue growth and increased profitability.

Experienced Board and executive management team with proven track record in the banking industry

FAB believes that it has a strong and experienced Board (as defined in "*Management*") and an executive team with a proven track record in the UAE and international banking sectors.

The Group'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 Group – Strategy*". Details of the Board and executive management are set out under "*Management*".

Prudent risk management culture

The Group 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 Group, the Group's management plans to commit even greater resources and investment to the internal risk management, compliance and control functions. As at 31 March 2024, the Group had NPLs of AED 19.1 billion and, for the three months ended 31 March 2024, carried impairment allowances of AED 18.9 billion[4]. As at 31 March 2024, the Group's NPL ratio was 3.7 per cent.

The group's management believes that the levels of impairment allowances for impaired loans as at 31 March 2024 were sufficient to cover the Group's potential credit losses as at that date. As at 31 March 2024, the Group's provision coverage ratio was 99 per cent.

Strategy

As the largest full-service bank in the UAE by total assets, customer loans, advances and deposits, the Group offers an extensive range of products and services to meet the banking needs of its wholesale and retail banking customers.

As part of its overarching strategic goal, FAB aims to defend and grow its dominant position in the UAE market as well as continue to strengthen its international network. It aims to offer diversified product solutions to be able to fulfil the financial needs of all its customer segments. Further, in order to future proof its growth ambitions, FAB is focused on digital transformation as part of its long-term development plans. In addition, FAB wants to partner with its clients and play a pivotal role in driving the transition to a safe and sustainable future.

[4] The Group carries impairment allowance in the statement of financial position included in its Interim Financial Statements.

The Group has five distinctive business lines to create a differentiated and distinct experience for its customers:

- ***Investment Banking***: the Investment Banking segment focuses on institutional clients and offers banking and financing solutions, including corporate and Islamic finance, capital markets, transaction banking, trade, liquidity and cash management services along with a broad range of risk management solutions across credit, rates, foreign exchange and money market products;

- ***Corporate and Commercial Banking***: the Corporate and Commercial Banking segment focuses on large corporates, and small and medium-sized enterprises ("**SMEs**") across industries, with a diversified product offering that includes transaction banking (cash management and trade finance), lending and market products;

- ***Global Markets Trading***: the Global Markets Trading segment encompasses trading, market-making, risk management and investment management activities across linear products including foreign exchange, rates, credit and securities financing, structured products, commodities and investments. Global Markets Trading delivers trading and risk management solutions, providing clients with access to a broad range of financial products;

- ***Consumer Banking***: the Consumer Banking business provides retail banking and wealth management products to customers across mass market, mass affluent and affluent segments, across both conventional and Islamic products. The product ranges include everyday banking products such as current/savings accounts, deposits, loans (personal, mortgage and auto), credit cards and wealth products; and

- ***Global Private Banking***: the Global Private Banking segment services high net-worth and ultra high net-worth customers across the conventional and Islamic banking sector. The product ranges offered include everyday banking products as well as sophisticated investment solutions, brokerage and securities services.

Islamic banking business

As at the date of this Base Prospectus, all Shari'a compliant activities and business of the Group are offered through the Group's Islamic banking window which operates under the FAB Islamic brand.

The Group will continue to operate FAB Islamic and offer Islamic banking products and services across FAB's business segments. As at 31 March 2024, FAB Islamic was one of the largest Islamic banking windows in the UAE in terms of asset size.

The Group believes that FAB Islamic is well positioned and will enable the Group to capitalise on opportunities arising from the growth in the domestic and regional Islamic banking sector.

Subsidiaries

FAB's principal subsidiary entities operate across real estate investment, brokerage and fund management, and include the following subsidiaries: Mismak, FAB Securities, FGLB and FABMISR.

- ***Mismak***

  The Group's real estate investment and development activities are contained within Mismak Properties Co. LLC ("**Mismak**"). Mismak and First Merchant International LLC are legacy FGB subsidiaries and are wholly-owned subsidiaries of FAB.

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 Sole Proprietorship LLC ("**FAB Securities**") is the Group's securities brokerage firm, licensed by SCA. FAB Securities is one of the leading brokerage service providers in the UAE operating through two active branches across the UAE in addition to its own dedicated e-trading platform. FAB Securities trades across the ADX, the Dubai Financial Market, selected markets in the GCC and other international markets. FAB Securities offers clients access to various asset classes including equities and fixed income. In addition to securities trade execution, FAB Securities provides market research and coverage for its institutional and qualified individual clients.

- ***FGLB***

  First Gulf Libyan Bank ("**FGLB**") is a fully fledged commercial bank in Tripoli, Libya and was established following the signing of a memorandum of understanding between FAB and the Economic & Social Development Fund Libya, on 4 September 2007. FGLB 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 paid-up capital of FGLB 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, FGLB is classified as a subsidiary of FAB.

- ***FABMISR***

  First Abu Dhabi Bank Misr S.A.E. ("**FABMISR**") is a subsidiary of the Group and one of the largest foreign banks operating in Egypt. Its local network operates through 65 branches, as at 31 March 2024, where it provides banking products and services that cater to all customer segments. In April 2021, FAB acquired 100 per cent. of Bank Audi sae (Egypt), which was an Egyptian subsidiary of Lebanon-based Bank Audi. Post-acquisition, FAB Audi sae (Egypt) was merged with FAB's existing Egyptian operations, with the legal merger completed in June 2022 and the resultant entity rebranded as 'FABMISR'. The integration process was completed in October 2022.

Capital Structure and Shareholders

FAB's share capital is listed on the ADX and, as at 31 March 2024, had a market capitalisation of U.S.$39.7 billion. As at 31 March 2024, FAB's authorised, issued and paid-up share capital comprised 11,047,612,688 shares with a nominal value of AED 1 each.

As at the date of this Base Prospectus, FAB's principal shareholder was the Government, which indirectly held approximately 37.9 per cent. of the issued and outstanding shares of FAB through MIC.[5]

[5] With effect from September 2021, MIC holds FAB's shares through One Hundred and Fifteenth Investment Company – Sole Proprietorship L.L.C. (which is a wholly-owned subsidiary of MIC). Prior to September 2021, MIC held FAB's shares through ADIC PJSC and Mamoura Diversified Global Holding PJSC (formerly known as Mubadala Development Company PJSC) (each of which was a wholly-owned subsidiary of MIC).

Financial Performance

Statement of profit or loss

The Group reported profit for the period of AED 4.2 billion for the three months ended 31 March 2024, while total net interest income and income from Islamic financing and investing was AED 4.9 billion for the same period. Net fee and commission income was AED 1.0 billion for the three months ended 31 March 2024, with operating income of AED 8.0 billion and general, administration and other operating expenses of AED 1.9 billion for the same period. Annualised return on tangible equity for the three months ended 31 March 2024 was 17.4 per cent. and the cost to income ratio for the three months ended 31 March 2024 was 24.0 per cent.[6]

The following table shows the breakdown, by the division indicated, of FAB's net profit for the three months ended 31 March 2024:

	Net profit for the three months ended 31 March 2024
	(*AED millions*)
Investment Banking	2,153.1
Corporate and Commercial Banking	1,025.9
Global Markets Trading	551.3
Consumer Banking	302.6
Global Private Banking	146.2
Head office	(18.0)
Total	**4,161.0**

Statement of financial position

The Group's net loans, advances and Islamic financing portfolio was AED 508.3 billion as at 31 March 2024. The distribution of the Group's financing portfolio across economic sectors is oriented towards real estate, energy, other financial institutions, transport and communication, and trading, which is in line with the domestic economy.

The following table provides a breakdown of the Group's gross loans, advances and Islamic financing by counterparty as at 31 March 2024:

	As at 31 March 2024
	(*AED millions*)
Government sector	65,995.5
Public sector	82,425.4
Banking sector	22,139.6
Corporate/private sector	279,757.0
Personal/retail sector	79,444.8
Gross loans, advances and Islamic financing	**529,762.0**
Less: interest suspended	(7,677.6)
Less: expected credit losses	(13,743.2)
Net loans, advances and Islamic financing	**508,341.2**

The Group's loans, advances and Islamic financing portfolio contains a high proportion of loans, advances and Islamic financing to the government and public sector entities. As at 31 March 2024, 28.0

[6] Cost-to-income ratio excluding Magnati-related gains.

per cent. of gross loans, advances and Islamic financing 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 10.8 per cent. of the Group's loans and advances portfolio was denominated in foreign currency (excluding U.S. dollars) as at 31 March 2024. The Group has implemented risk management methods to mitigate and control these foreign currency risks along with other market risks to which the Group is exposed. See further "*Risk Management*".

The Group maintains a securities portfolio (both trading and investment) of high credit quality. The Group 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 Group 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 Group's securities portfolio as at 31 March 2024:

	As at 31 March 2024
	(*AED millions*)
Investments at fair value through profit or loss	**49,082.9**
Non-trading investment securities	
Fair value through other comprehensive income	180,552.8
Amortised cost	4,223.7
Expected credit loss	(1.7)
Investments in associates	1,507,206
Total Group's securities portfolio	**235,364,986**

Capital adequacy

See "*Description of the Group – Strengths – Strong capital base and liquidity* " for a description of the capital requirements applicable to the Group and the Group's capital ratios.

The Group's management of its capital 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 denominated in their respective domestic currencies is risk weighted at zero per cent. whereas, under Bank of International Settlements guidelines, GCC government exposure is risk weighted according to the relevant country's credit rating. However, GCC government exposure denominated in their respective domestic currencies can be assigned a lower risk weight under Bank of International Settlements guidelines, provided that the local regulator applies such risk weight. Details of the Group's risk weighted assets as at 31 March 2024, calculated in accordance with UAE Central Bank guidelines, are set out in the table below.

	As at 31 March 2024
	(*AED millions*)
Tier 1 capital:	
CET 1 capital	
Share capital	11,047.6
Share premium	53,557.6
Statutory and special reserve	14,185.8
Retained earnings excluding commercial subsidiaries	32,386.5
Other reserves	(5,531.6)
Non-controlling interest	115.0
Total CET 1 capital prior to deduction (A)	**105,760.9**
Goodwill and intangible assets	21,872.0
Other deductions from CET 1 capital	647.0
Total CET 1 capital after deductions	**83,241.9**
Additional Tier 1 capital:	10,754.7
Eligible AT1 capital (after grandfathering)	10,754.7
Total Tier 1 capital (B)	**93,996.6**
Tier 2 capital:	
Qualifying subordinated liabilities	3,789.3
Allowance for collective impairment	6,580.6
Total Tier 2 capital (C)	**10,369.9**
Total capital base (B + C)	**104,366.6**
Risk weighted assets:	
Credit risk	526,450.8
Market risk	42,983.6
Operational risk	39,712.2
Total risk weighted assets	**609,146.6**

	As at 31 March 2024
	(*%*)
CET 1 ratio	13.7
Tier 1 capital adequacy ratio	15.4
Total capital adequacy ratio	17.1

Equity

The Group's total equity (which comprises, amongst other things, its issued share capital of AED 11.0 billion as at 31 March 2024 and its retained earnings of AED 32.4 billion as at 31 March 2024) amounted to AED 119.6 billion as at 31 March 2024.

Of the Group's reserves, the most significant are the statutory reserve and the special reserve into which, under the CCL and FAB'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 FAB'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 13.1 billion as at 31 March 2024.

As at 31 March 2024, shareholders' equity includes AED 4.0 billion Tier 1 capital notes issued by FGB in February 2009 to the Government and AED 4.0 billion Tier 1 capital notes issued by NBAD in March 2009 to the Government, which are accounted for as equity in accordance with IAS 32 (Financial Instruments – Presentation). On 17 June 2020, FAB called its U.S.$750 million perpetual Tier 1 capital

securities and replaced it with its U.S.$750 million perpetual additional Tier 1 capital securities on 5 October 2020.

Funding

As at 31 March 2024, the Group had customer accounts and other deposits which totalled AED 803.3 billion. The Group'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 2024, 28.1 per cent. of the Group's customer accounts and other deposits were from government entities and a further 10.4 per cent. were from public sector entities. The Group'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 Group intends to continue to utilise the following debt capital markets funding platforms as a key source of funding:

- the U.S.$20,000,000,000 euro medium term note programme (i.e. this Programme);
- the U.S.$5,000,000,000 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; and
- the U.S.$1,000,000,000 certificate of deposit programme.

As at the date of this Base Prospectus, FAB also has the following outstanding standalone debt capital markets instruments:

- the U.S.$750,000,000 4.50 per cent. additional Tier 1 capital securities;
- the (NBAD issued) AED 4,000,000,000 6 month Emirates Interbank Offered Rate (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;
- the JPY10,000,000,000 2.60 per cent. "Samurai" bond due 2026; and

- the U.S.$1,000,000,000 fixed rate resettable Tier 2 capital securities due 2034.

The following table shows the sources of the Group's funding as at 31 March 2024:

	As at 31 March 2024
	(AED millions)
Due to banks and financial institutions	74,832.9
Repurchase agreements	31,100.3
Commercial paper	16,524.1
Derivative financial instruments	54,178.3
Customer accounts and other deposits	803,261.4
Term borrowings	66,340.1
Subordinated notes	4,091.9
Other liabilities	65,045.0
Total equity	119,637.5
Total Group Asset	**1,235,011.5**

Competition

As at 31 March 2024, the UAE banking sector comprised 50 commercial banks, including branches or subsidiaries of 27 foreign commercial banks (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1) and eight standalone Islamic banks (15 Islamic windows of conventional banks) (*source*: UAE Central Bank website accessed 14 June 2024). 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.

Taxation

With effect from 1 January 2018, certain of the GCC states have implemented a VAT regime (with the UAE implementing this at a rate of 5 per cent.). 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. On 31 January 2022, the UAE Ministry of Finance announced the introduction of CIT on business profits. The first accounting period that the CIT is applicable to FAB commenced on 1 January 2024. The CIT applies on the taxable net profits of a business. It does not apply to taxable profits up to AED 375,000 and applies at a standard statutory tax rate of nine per cent. on taxable profits in excess thereof. See also "*Risk Factors – Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes – Risks relating to the UAE and the Middle East – Tax changes in the GCC may have an adverse effect on the Group*" and "*Taxation – United Arab Emirates*".

Employees

As at 31 March 2024, the Group employed 7,069 staff. These staff members do not include the 3,470 members of the Group's outsourced workforce (who principally work within the consumer areas of sales, collections, call centre operations and credit card processing).

The Group'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 Group 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.

Emiratisation

From 2022, UAE banks have been instructed by the UAE Central Bank to increase the representation of UAE nationals in their organisations with a focus on the representation of UAE nationals in critical roles and senior management. The UAE Central Bank has also mandated banks to hire graduating UAE nationals each year to support the employment of university graduates. The representation of UAE nationals and graduate hire requirements ("**Emiratisation**") are set by the UAE Central Bank for each organisation and are based on a number of factors. If a bank is unable to achieve their targets for recruiting or progressing UAE nationals through the organisation, they will be subject to penalties.

As at 31 March 2024, FAB's Emiratisation percentage stood at 42.6 per cent. of its workforce in the UAE, equating to 1,671 UAE nationals employed in positions at different levels across FAB.

In line with the UAE Central Bank's Emiratisation requirements, FAB has made a commitment to employing and training UAE nationals. FAB's Emiratisation strategy supports FAB's position as a nationalisation leader across the UAE.

Property

The Group'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 4.9 billion as at 31 March 2024.

As at 31 March 2024, the value of the Group'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 8.2 billion.

The fair value of the Group'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 Group from its investment properties that are leased out under operating leases, amounted to AED 42.4 million for the three months ended 31 March 2024.

Group Technology

The Group Technology department manages the Group's information assets and technology services and is focused on utilising modern IT systems and processes to serve the Group's customers and ensure that all systems operate within strict service level agreements and customers' data is well protected and secured.

The Group Technology business systems allow the Group to offer innovative digital services to its customers across all geographies in which the Group operates. As part of the Group's investment in its technology systems, it has invested in the public cloud, big data and a modern set of core banking platforms and in its state-of-the-art owned data centres. It continuously reviews and aligns its technology strategy to its business strategy, ensuring its digital innovation and investments fit with its architectural blueprint and security standards.

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 FAB (the "**QFCRA Investigation**"). In April 2019, the State of Qatar commenced a lawsuit in New York state court based on a similar allegation (the "**NY Litigation**"). The State of Qatar's claims against FAB in the NY Litigation were dismissed with prejudice in March 2022.

FAB considers the QFCRA Investigation 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 FAB 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 FAB as a judgment debt. In November 2020, the QFCRA commenced legal proceedings in New York state court to enforce the Qatar Financial Centre Court's order for the payment of this fine, and in December 2023, the New York state court dismissed these enforcement proceedings.

As at the date of this Base Prospectus, FAB is not involved in any pending or, to the best of FAB's knowledge, threatened litigation or arbitration proceedings which would have a material adverse effect on the Group's financial position. Therefore, no material provision has been made as at 31 March 2024 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 Group has various insurance policies in place, including a banker's blanket bond insurance policy. The Group's insurance covers, among other risks, loss of its property whilst on the Group's premises and whilst in transit; forgery of cheques, securities and other documents; and employee frauds, errors and negligence. The Group believes that these insurance policies provide it with adequate insurance coverage against the various risks to which the Group is exposed.

Sustainability Policy

The Group 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 Group'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 Group.

FAB's Group Environmental, Social and Governance ("**ESG**") Strategy has been developed to accelerate growth in areas that are most pertinent to emerging sustainability opportunities and challenges. It is linked to the United Nations (the "**UN**") Sustainable Development Goals and built upon three fundamental pillars:

- Transitioning to a Low Carbon Future;
- Capitalising on Social Responsibility; and
- Transforming FAB's Governance Model throughout its business operations.

The Group has committed to lend, invest and facilitate over U.S.$135 billion by 2030 in sustainable and transition financing. In 2022, the Group established baselines for financed emissions and set reduction targets to achieve a net zero target by 2050. These targets are vital to the long-term economic interests of the Group's stakeholders and the communities in which it operates. At the heart of the Group's strategy lies its commitment to transitioning to a net zero economy in line with the UAE 2050 Strategic Initiative for Net Zero. In 2022, FAB became the first bank in the UAE and the GCC to join the United Nations Environment Programme Finance Initiative's ("**UNEP FI**") Net Zero Banking Alliance ("**NZBA**").

The Group supports the country's sustainability objectives to which the UAE federal government is committed, including:

- UAE Vision 2021;
- UAE Net Zero by 2050 strategic initiative;
- UAE Green Agenda 2015-2030;
- UAE Climate-Responsible Companies Pledge;
- Abu Dhabi Economic Vision 2030; and
- United Nations Sustainable Development Goals (SDGs) 2030.

The Group focuses its sustainability efforts on the issues that it considers most material and implements international frameworks and recognised standards to ensure strong sustainability management and impact reduction across its sustainability priorities. The Group references the United Nations SDGs and aligns its business practices and sustainability performance to the relevant SDGs.

In response to changing international requirements and the UAE federal government's commitment to adapt and mitigate climate change, the Group has committed to implement the recommendations of the Task Force on Climate Related Financial Disclosure and is the first financial institution in the MENA region to make this commitment to managing climate change risks.

In its lending, FAB 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. FAB is the only UAE bank that is a signatory to the Equator Principles.

In the management of its own carbon disclosures, the Group submits an annual response to CDP (formerly the Carbon Disclosure Project).

The Group also discloses its alignment with the most widely adopted and accepted international sustainability frameworks and guidelines. These reports are available on FAB's website and include:

- *ESG Reports*: disclosures on FAB's ESG achievements and progress against ESG strategy implementation and targets for the reporting year. These reports are prepared in line with the Global Reporting Initiative (GRI) Standards 2021 and the Abu Dhabi Stock Exchange (ADX) ESG Disclosure Guidance requirements 2021 for Listed Companies in the UAE.
- *Principles for Responsible Banking (PRB) Reports*: details FAB's progress against the six main Principles for Responsible Banking (PRB). FAB became a signatory of PRB in 2021.

- *Sustainable Finance Reports*: prepared annually to provide an update on FAB's green bond issuances and other sustainable finance products. This includes a summary on the use of proceeds and the associated environmental impacts of FAB's outstanding green and social bonds and green private placements. This report is in line with FAB's latest sustainable finance framework's reporting requirements and ICMA's guidelines on green and social bond issuances.

- *Equator Principles Reports*: details FAB's implementation of the EP in lending to projects that are part of EP's scope for the reporting year. FAB has been a member of EP since 2015.

- *FAB's Pathway to Net Zero Report*: includes FAB's progress against the net zero commitments set out for 2050, as required by the Net Zero Banking Alliance (NZBA). FAB became a signatory of NZBA in 2021 and published its inaugural report in 2023. The report includes a detailed explanation of the methodology used to estimate FAB's current financed emissions and targets.

The Group's recent ESG reports can be found at the following website: https://www.bankfab.com/en-ae/about-fab/sustainability/reports-policy-frameworks#current-reports.

The Group is an active participant and contributor to the national regulatory frameworks, goals, and commitments mentioned below:

- The Abu Dhabi Sustainable Finance Declaration;
- The Sustainable Finance Steering Committee as a part of the Dubai Declaration;
- The Abu Dhabi Global Market Sustainable Finance Consultative Working Group;
- The UAE Private Sector Advisory Council;
- Abu Dhabi Vision;
- UAE Vision 2021;
- The UAE Green Agenda 2015-2030;
- The UAE Council for Climate Change and Environment;
- The UAE Gender Equality Pledge; and
- The UAE Climate Responsible Companies Pledge.

The Group also observes the global regulatory frameworks, goals, and commitments mentioned below:

- The Global Reporting Initiative;
- The Carbon Disclosure Project;
- The ICMA Green Bond Principles;
- The ICMA Social Bond Principles;
- The ICMA Sustainable Bond Guidelines;
- The Task Force on Climate-Related Financial Disclosures;
- The Abu Dhabi Securities Exchange's ESG Guide for Listed Companies;

- The Net-Zero Banking Alliance;
- The Partnership for Carbon Accounting Financials;
- The UN Principles for Responsible Banking;
- The Equator Principles;
- The UN Sustainable Development Goals; and
- The UN Global Compact.

The Group's approach to corporate social responsibility reflects what the Group 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. The Group works on strengthening its relationship with non-profits and non-governmental organisations and acting based on their needs. In 2020, FAB partnered with various non-profit organisations including Emirates Red Crescent, Emirates Foundation, the Special Olympics, the United Nations and SOS, with the aim of:

- supporting families and students affected by COVID-19;
- empowering women in the community to be financially independent and supported their families; and
- contributing in developmental programmes for people of determination.

Enhancing the Group's community partnerships with the aim of championing local causes, FAB also re-launched its volunteering programme in 2020, spreading awareness on the importance of volunteerism through different opportunities.

In 2023, the Group demonstrated a strong commitment to social responsibility, with FAB staff contributing over 27,000 hours of voluntary service to the community. The Group forged strategic partnerships, working alongside the COP28 Presidency, Abu Dhabi Future Energy Company PJSC – Masdar and the Abu Dhabi Chamber to launch the SME Climate Hub for the MENA region. This initiative is designed to assist SMEs with their transition to net-zero emissions. Furthermore, in collaboration with Archireef, the Group pledged to install 100 square metres of "Reef Tiles" to aid in the restoration of coral reef habitats in the UAE.

In the first quarter of 2024, the Group proudly became a signatory to the UN Women's Empowerment Principles, reinforcing its dedication to gender equality and women's empowerment.

The Group's environmental, social, and governance performance has been recognised with a "low ESG risk" rating, scoring 19.3 from Sustainalytics, the best rating awarded to diversified banks in the Middle East. Additionally, the Group has been rated 'A' by MSCI ESG Ratings, also the highest accolade assigned for Middle Eastern banks. It also received the highest ESG score from Refinitiv for Middle Eastern banks, at 78, with Refinitiv placing the Group within the top 10 per cent. of the global banking industry for ESG performance.

Following FAB's issuance of the first public green bond out of the UAE in March 2017, the Group has continued to build its green financing platform and by 31 March 2024, FAB had issued a total of 17 green/social bonds and sukuks across six different currencies, which includes one green bond that matured in 2022.

Additionally, FAB has also acted as the joint bookrunner and/or joint lead manager on several green sukuk and bonds issued by the Group's clients including the first socially responsible sukuk issued by

International Finance Facility Immunisation Company. In 2019, in alignment with the Group's commitment to finance and support social projects, FAB led the structuring of the first sustainable development goals loan transaction within the MENA region and in the same year, the Group reached and exceeded its target to finance U.S.$10 billion worth of sustainable projects over 10 years (six years ahead of schedule).

The Group has made significant progress to deliver its ESG agenda. In the three months ended 31 March 2024, the Group facilitated over U.S.$7.1 billion in sustainable financing taking the Group's total to U.S.$41.5 billion as at 31 March 2024 (achieving approximately 30 per cent. of the Group's 2030 target). Furthermore, FAB signed the UAE Climate Responsible Companies Pledge in 2023.

In March 2023, FAB announced emission reduction targets for high-emitting sectors in the FAB portfolio for oil and gas, power and energy, and aviation, underlining FAB's dedication to lowering both financed and operational emissions. In November 2023, FAB expanded this commitment to include five additional sectors: agriculture, aluminium, cement, commercial real estate, and steel, as the first MENA bank to set financed emissions-reduction targets for eight sectors. The eight sectors combined account for approximately 90 per cent. of FAB's financed emissions.

Sustainable Finance Framework

As part of the Group's commitment to scale up the financing for sustainable development, the Group decided to expand its Green Bond Framework to create a Sustainable Finance Framework in 2022, that was further updated in 2023 to reflect the latest market standards in relation to green, social and sustainable bonds. The "FAB Sustainable Finance Framework" applies to any type of sustainable financing transaction that will be used to fund activities and products aimed at addressing environmental and socially responsible issues.

From time to time and pursuant to the Programme, FAB intends to issue Notes of each Tranche identified as Sustainable Notes in the relevant Final Terms ("**Sustainable Notes**"). An amount equivalent to the net proceeds of any Sustainable Notes issued would be used to fund or refinance, in whole or in part, eligible projects (the "**Eligible Projects**") within eligible categories set out under the "Dedicated Purpose Financing" section in the "FAB Sustainable Finance Framework". For the avoidance of doubt, finance provided to any business or project that is not eligible under the criteria set out in the "FAB Sustainable Finance Framework" will not be considered as the use of proceeds.

The FAB Sustainable Finance Framework was developed in alignment with market best practice standards reflected in the International Capital Market Association's Green Bond Principles, Social Bond Principles and the Sustainability Bond Guidelines.

The Group has broadly defined the eligible categories in accordance with the Green Bond Principles and Social Bond Principles publicised by the International Capital Market Association. Eligible categories include:

- renewable energy;
- energy efficiency;
- green buildings;
- 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;
- affordable basic infrastructure;
- access to essential services;
- affordable housing;
- employment generation;
- socio-economic advancement and empowerment;
- circular economy; and
- food security and sustainable food systems.

Where feasible and possible, the Group will endeavour to allocate the use of proceeds to new Eligible Projects. Up to 100 per cent. of the proceeds of any Sustainable Notes issue may be applied to refinance existing Eligible Projects. Proceeds used for refinancing Eligible Projects will be substituted out of any Sustainable Notes in favour of funding new Eligible Projects as and when these become funded by the Group.

FAB expects that the proceeds of each Tranche of Sustainable Notes will be allocated within 24 months of each issue to Eligible Projects within the Middle East region. However, given the global nature of the Group's business and the international operations of many of the Group's clients, the proceeds of any Sustainable Notes may be applied globally without geographical restriction. Unallocated proceeds from Sustainable Notes will be temporarily invested in Sustainable Notes issued by non-financial entities in domestic or international markets, money market instruments with a solid credit rating and market liquidity held in cash or cash equivalents until qualifying Eligible Projects are available.

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 2024 and 31 March 2023 (as extracted from the Interim Financial Information) and as at and for the financial years ended 31 December 2023 and 31 December 2022.

Consolidated Statement of Financial Position

	As at 31 March 2024	As at 31 December 2023	As at 31 December 2022
		(AED millions)	
Assets			
Cash and balances with central banks	273,489.4	233,390.3	228,368.8
Investments at fair value through profit or loss	49,082.9	45,208.8	31,816.8
Due from banks and financial institutions	23,469.6	25,266.4	24,887.0
Reverse repurchase agreements	68,229.7	78,503.9	69,106.1
Derivative financial instruments	49,827.2	46,420.7	58,873.8
Loans, advances and Islamic financing	508,341.2	483,953.5	459,593.3
Non-trading investment securities	184,774.9	179,643.3	172,349.8[(1)]
Investment in associates	1,507.2	1,500.9	1,559.3[(1)]
Investment properties	8,163.1	8,161.7	7,168.1
Property and equipment	4,863.4	5,114.9	5,795.2
Intangibles	20,086.7	20,135.6	20,332.2
Other assets	43,176.3	41,332.7	30,205.7
Total assets	**1,235,011.5**	**1,168,632.6**	**1,110,056.1**
Liabilities			
Due to banks and financial institutions	74,832.9	71,527.6	61,560.3
Repurchase agreements	31,100.3	26,096.1	39,004.5
Commercial paper	16,524.1	19,658.8	31,738.4
Derivative financial instruments	54,178.3	51,002.1	62,024.5
Customer accounts and other deposits	803,261.4	759,862.6	700,573.4
Term borrowings	66,340.1	63,938.9	62,635.1
Subordinated notes	4,091.9	4,191.4	420.6
Other liabilities	65,045.0	46,931.9	37,049.0
Total liabilities	**1,115,374.0**	**1,043,209.5**	**995,005.9**
Equity			
Share capital	11,047.6	11,047.6	11,047.6
Share premium	53,557.6	53,557.6	53,557.6
Treasury shares	(6.5)	(6.5)	(6.5)
Statutory and special reserves	13,084.3	13,084.3	13,084.3
Other reserves	(1,576.5)	208.7	(835.5)
Tier 1 capital notes	10,754.8	10,754.8	10,754.8
Share based payment	249.8	249.8	249.8
Retained earnings	32,411.5	36,416.6	27,185.7
Total equity attributable to shareholders of the Group	**119,522.5**	**125,312.8**	**115,037.8**
Non-controlling interest	115.0	110.3	12.5
Total equity	**119,637.5**	**125,423.1**	**115,050.2**
Total liabilities and equity	**1,235,011.5**	**1,168,632.6**	**1,110,056.1**

(1) The balances as at 31 December 2022 for "Non-trading investment securities" and "Investment in associates" have been extracted from the 2023 Financial Statements, following the reclassification of these balances as set out in Note 52 in the 2023 Financial Statements.

Consolidated Statement of Profit or Loss

	Three months ended 31 March 2024	Three months ended 31 March 2023	Year ended 31 December 2023	Year ended 31 December 2022
	(AED millions)			
Interest income[1]	15,221.8	12,838.6	59,712.3	28,140.8
Interest expense[2]	(10,905.8)	(8,807.8)	(43,204.3)	(15,170.0)
Net interest income	**4,315.9**	**4,030.8**	**16,508.0**	**12,970.8**
Income from Islamic financing and investing products[1]	857.6	664.8	2,910.4	1,963.4
Distribution on Islamic deposits[2]	(319.7)	(304.7)	(1,316.8)	(717.0)
Net income from Islamic financing and investing products	**537.9**	**360.1**	**1,593.6**	**1,246.4**
Total net interest income and income from Islamic financing and investing products	**4,853.9**	**4,390.9**	**18,101.6**	**14,217.2**
Fee and commission income	1,349.4	1,080.6	4,282.9	3,975.9
Fee and commission expense	(368.0)	(296.6)	(1,275.3)	(1,195.3)
Net fee and commission income	981.4	**784.0**	**3,007.6**	**2,780.5**
Net foreign exchange gain	1,049.9	1,056.5	2,597.0	1,776.7
Net gain on investment and derivatives[1]	1,003.9	431.9	3,742.2	2,317.9
Other operating income/(loss)	81.7	67.0	23.2	(252.1)
Operating income	**7,970.9**	**6,730.2**	**27,471.4**	**20,840.2**
Gain on disposal of stake in subsidiary and fair value gain on retained interest	-	-	283.8	3,093.7
Total income including gain on disposal of stake in subsidiary and fair value gain on retained interest	**7,970.9**	**6,730.2**	**27,755.2**	**23,933.9**
General, administration and other operating expenses	(1,915.7)	(1,687.6)	(7,125.3)	(6,704.8)
Profit before net impairment charge and taxation	**6,055.2**	**5,042.6**	**20,629.9**	**17,229.1**
Net impairment charge	(1,024.5)	(798.2)	(3,077.9)	(2,839.4)
Profit before taxation	**5,030.7**	**4,244.4**	**17,552.0**	**14,389.7**
Income tax expense	(869.6)	(310.7)	(1,041.7)	(967.6)
Profit for the period/year	**4,161.0**	**3,933.7**	**16,510.2**	**13,422.1**

(1) The balances as at 31 December 2022 for "Interest income", "Income from Islamic financing and investing products" and "Net gain on investment and derivatives" have been extracted from the 2023 Financial Statements, following the reclassification of "Interest income on fair value through profit or loss bonds", as set out in Note 52 in the 2023 Financial Statements.

(2) The balances as at 31 December 2022 for "Interest expense" and "Distribution on Islamic deposits" have been extracted from the 2023 Financial Statements, following the reclassification of interest expense on certain financial instruments, as set out in Note 52 in the 2023 Financial Statements.

Related Party Transactions

Certain related parties (principally the major shareholders, associated companies, directors and executive management of the Group 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, advances and Islamic financing to related parties are performing advances and are free of any provision for impaired loans, advances and Islamic financing.

As at 31 March 2024, the Group had financial liabilities to related parties totalling AED 27.3 billion and financial assets to related parties totalling AED 39.8 billion. The Group also had contingent liabilities with related parties in the amount of AED 9.3 billion as at 31 March 2024. See Note 30 (Related parties) to the Interim Financial Information.

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); (f) legal and compliance risk; and (g) ESG risks (see "*Risk Factors - Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes - FAB is subject to risks associated with global climate change*").

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:

- 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;

- the Board Risk and ESG Committee (the "**BRESGC**"), 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;

- 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

- 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 a 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.

Other management committees include:

- the Group Risk Committee for overseeing the Group-wide risk strategy and exposures to enable integrated and effective risk management;

- the Group Compliance Committee for overseeing the Group's regulatory responsibilities and compliance with applicable laws and regulations issued by the various regulatory authorities;

- the Group Credit Committee, which has principal responsibility for the overall credit oversight of the Group;
- the Group Asset and Liability Committee, which has principal responsibility for the Group's asset and liability management process;
- the Human Resources Steering Committee for assisting the EXCO and the REMCO to implement strategic and operational HR initiatives;
- 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 BRESGC in its oversight of the Group IT governance framework;
- the Group Operational and Fraud Risk Committee for assisting the BRESGC in fulfilling its objective of overseeing the Group's operational and fraud risk management related responsibilities;
- the Group Technology Risk and Information Security Committee to assist the BRESGC in overseeing, reviewing and taking decisions on the implementation of the Group's technology and information security, data privacy and business continuity related responsibilities;
- the Group ESG Committee to oversee the Group's ESG strategy, risks and culture and promote awareness of ESG across the Group; and
- the Internal Shari'a Supervision Committee which has principal responsibility for ensuring compliance with the Islamic Shari'a related regulations.

The Group Chief Risk Officer 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. The Group Chief Risk Officer 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, corporate governance, information security and data privacy, business continuity, credit recovery and Group ESG.

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 the 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, reputational risk management policy, strategic risk management policy, ESG related framework and policies, capital management policy, corporate governance related policies and framework, credit risk related policies, market and liquidity risk related policies, operational risk management 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, model risk management policy and Shari'a governance framework. In addition to these risk management policies, the Group has also put in place detailed operational policies, procedures and programs wherever needed.

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 BRESGC and the Group Risk Committee on a quarterly basis. The information covers enterprise-wide 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 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, advances and Islamic financing extended 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 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 2024. 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 2024
	(AED millions)
Balances with central banks	271,815.5
Due from banks and financial institutions	23,528.0
Reverse repurchase agreements	68,314.6
Loans, advances and Islamic financing(gross)	529,762.0
Non-trading investment securities[(1)]	180,437.4
Other assets	19,933.3
Unfunded exposure	247,900.6
	1,341,691.5

(1) Comprises amortised cost and fair value through other comprehensive income ("**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 gross loans, advances and Islamic financing by counterparty and industry sector, in each case as at 31 March 2024.

	As at 31 March 2024
	(AED millions)
Counterparty	
Government sector	65,995.5
Public sector	82,425.4
Banking sector	22,139.2
Corporate/private sector	279,757.0
Personal/retail sector	79,444,8
Gross loans, advances and Islamic financing	**529,762.0**

	As at 31 March 2024 *(AED millions)*
Industry	
Agriculture	3,966.8
Energy	38,627.8
Manufacturing	27,531,9
Construction	10,471,2
Real estate	87,304.3
Trading	23,381.1
Transport and communication	36,129.4
Banks	22,139.2
Other financial institutions	86,319.1
Services	48,450.8
Government	65,995.5
Personal – loans and credit cards	48,635.4
Personal – retail mortgage	30,809.4
Gross loans, advances and Islamic financing	529,762.0

The table below sets out the Group's credit concentration in respect of its non-trading investment securities by counterparty and by external credit ratings, in each case as at 31 March 2024.

	As at 31 March 2024 *(AED millions)*
Counterparty type	
Government sector	123,353.2
Supranational	1,179.7
Public sector	11,520.8
Banking sector	26,354.2
Corporate/private sector	22,368.7
Less: allowance for impairment (expected credit loss) on amortised cost securities	(1,7)
Total non-trading investment securities	**184,774.9**

	As at 31 March 2024 *(AED millions)*
External credit rating	
AAA	29,275.4
AA to A	122,828.2
BBB and below	26,503.1
CCC and below	700.2
Unrated	5,469.7
Less: allowance for impairment (expected credit loss) on amortised cost securities	(1,7)
Total non-trading investment securities	**184,774,9**

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 table below sets out the Group's categorisation by credit quality of its exposure based on IFRS 9 to the following asset classes as at 31 March 2024.

	As at 31 March 2024				
	Stage 1	**Stage 2**	**Stage 3**	**Purchased or originally credit impaired[1]**	**Total**
	(AED millions)				
Balances with central banks	270,682.6	1,132.9	-	-	271,815.5
Due from banks and financial institutions	21,584.5	1,943.5	-	-	23,528.0
Reverse repurchase agreements	68,314.6	-	-	-	68,314.6
Gross loans, advances and Islamic financing	490,570.8	12,289.4	22,846.7	4,055.1	529,762.0
Non-trading investment securities[2]	180,224.0	213.4	-	-	180,437.4
Other assets	19,925.6	6.2	1.5	-	19,933.3
Unfunded exposure	241,792.2	4,491.2	1,614.2	3.1	247,900.6
	1,293,094.3	**20,076.6**	**24,462.4**	**4,058.2**	**1,341,691.5**

(1) The Group, from an internal credit quality point of view, considers AED 4.0 billion as par to non-performing loans, advances and Islamic financing.

(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, advances and Islamic financing;
- 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 in Stage 1 and are determined to have low credit risk at the reporting date; and
- other financial instruments that are in Stage 1 and on which credit risk has not increased significantly since their initial recognition.

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 2024, interest suspended amounted to AED 7.7 billion (equal to 1.5 per cent. of total gross loans, advances and Islamic financing as at 31 March 2024).

As at 31 March 2024, total provisions amounted to AED 18.9 billion representing 99 per cent. of all NPLs. The NPL ratio was 3.7 per cent. as at 31 March 2024.

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 2024, the Group's write-off of impaired financial assets amounted to AED 71.8 million.

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.

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, advances and Islamic financing 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 regular 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 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 2024, the Group held a portfolio of net HQLAs valued at AED 420.1 billion and had a LCR of 150.0 per cent.

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 2024.

	As at 31 March 2024
	(per cent.)
Cash and balances with central banks, reverse repurchase agreements and due from banks and financial institutions	29.6
Loans, advances and Islamic financing	41.2
Investments at fair value through profit or loss, Derivative financial instruments, Non-trading investment securities, Investments in associates and Investment properties	23.8
Property and equipment, intangibles and other assets	5.5
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, advances and Islamic financing, 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 FAB 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 2024 was AED 2,579 billion (with a net mark-to-market of negative AED 4.35 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 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.

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 11 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 Chief Executive Officer 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 Group Chief Executive Officer and specifies their powers and authority. The day-to-day management of the Group's business has been delegated by the Board to the Group Chief Executive Officer, who is assisted by the other members of executive management. The Group Chief Executive Officer, 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.

Name	Position
H.H. Sheikh Tahnoon Bin Zayed Al Nahyan	Chairman
H.E. Sheikh Mohamed Bin Saif Al Nahyan	Vice-Chairman
H.E. Jassem Mohammed Bu Ataba Al Zaabi	Board Member
H.E. Dr. Sultan Ahmed Al Jaber	Board Member
H.E. Mariam Bint Mohammed Saeed Hareb Almheiri	Board Member
H.E. Sheikh Ahmed Mohammed Sultan S. Al Dhaheri	Board Member
H.E. Mohammed Thani Murshed Ghannam Al Rumaithi	Board Member
H.E. Mohammed Saif Al Suwaidi	Board Member
H.E. Waleed Al Mokarrab Al Muhairi	Board Member
H.E. Homaid Abdulla Al Shimmari	Board Member
H.E. Khalifa Ateeq Al Mazrouei	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. H.H. also serves as an Adviser to the Council for National Security of the UAE and as the Chairman of Royal Group. In addition, H.H. is the chairman of the Abu Dhabi Investment Authority ("**ADIA**"), ADQ, the International Holding Company ("**IHC**") and the leading artificial intelligence and cloud computing group, G42.

H.E. Sheikh Mohamed Bin Saif Al Nahyan – Vice-Chairman

H.E. Sheikh Mohamed Bin Saif Al Nahyan is a non-executive director of the Board and a former NBAD board member. With more than 20 years' experience as a business professional, H.E. is the Chairman of the Abu Dhabi National Insurance Company as well as the Chairman of Abu Dhabi National Insurance Company's risk management committee. H.E. holds a degree in international economics and history from the American University of Paris, France.

H.E. Jassem Mohammed Bu Ataba Al Zaabi – Board Member

H.E. Jassem Mohammed Bu Ataba 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. H.E. is also the Secretary General of Abu Dhabi's Supreme Council for Financial and Economic Affairs, a member of the Abu Dhabi Executive Council, the Chairman of the Abu Dhabi Retirement Pensions and Benefits Fund and the Chairman of Modon Properties PJSC. H.E. is the Vice Chairman of the Central Bank of the UAE and ADQ, a board member of the ADIA, Abu Dhabi National Oil Company ("**ADNOC**"), and Tawazun Economic Council, as well a member of the committee of the Education and Human Resources Council.

H.E. holds 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 a member of the UAE Cabinet, Minister of Industry and Advanced Technology of the UAE. H.E. is also the Managing Director and Group Chief Executive Officer of ADNOC, the Chairman of Emirates Development Bank and the Chairman of Masdar. H.E. is a board member of Emirates Investment Authority, Emirates Global Aluminium, Mubadala Investment Company and Advanced Technology Research Council and chairs the board of trustees of the Mohammed bin Zayed University.

Previously, H.E. served as founding CEO of Masdar, CEO of the Energy platform at Mubadala and chairman of the Abu Dhabi Ports Company.

H.E. has a Ph.D. in Business and Economics from Coventry University in the United Kingdom, an MBA from California State University and a bachelor's degree in chemical engineering from the University of Southern California.

H.E. Mariam Bint Mohammed Saeed Hareb Almheiri – Board Member

H.E. Mariam Bint Mohammed Saeed Hareb Almheiri is a non-executive director of the Board.

H.E. Almheiri is the Head of the International Affairs office in the Presidential Court and the Chief Executive Officer of 2PointZero, a subsidiary of IHC. H.E. was previously UAE Minister of Climate Change and Environment, spearheaded the United Arab Emirates' drive to mitigate and adapt to the

impacts of climate change, protect the country's ecosystems, and enhance its food and water security through developing and implementing effective measures, policies and initiatives.

She also represented the UAE in the United Nations' Food and Agriculture Organization and was previously Minister of State for Food and Water Security.

H.E. Almheiri is a board member of Q Holding and Abu Dhabi Fund for Development and also a board member in the International Humanitarian and Philanthropic Council.

H.E. Almheiri has master's and bachelor's degrees in mechanical engineering from the Rheinisch-Westfälische Technische Hochschule (RWTH) in Aachen, Germany.

H.E. Sheikh Ahmed Mohammed Sultan S. Al Dhaheri – Board Member

H.E. Sheikh Ahmed Mohammed Sultan S. Al Dhaheri is a non-executive director of the Board, having previously served as a non-executive director on NBAD's board.

H.E. serves as vice chairman of the board for Abu Dhabi Aviation and the Abu Dhabi National Hotels Company ("**ADNH**"), and as board member for Etisalat, Al Dhafra Insurance PSC, the Al Dhaheri Group and as board member and managing director of Abu Dhabi Refreshments Company (Pepsi cola). H.E. is also managing director of ADNH. H.E. Sheikh Ahmed has a bachelor's degree in civil engineering from UAE University.

H.E. Mohammed Thani Murshed Ghannam Al Rumaithi – Board Member

H.E. Mohammed Thani Murshed Ghannam Al Rumaithi is a non-executive director of the Board, having previously served as a non-executive director on FGB's board.

H.E. contributions to Abu Dhabi's business growth are manifold. He has served in a number of government and regional positions dedicated to boosting economic development and trade, including multiple years as chairman of the Abu Dhabi Chamber of Commerce and Industry, president of the Federation of Chambers of the Gulf Cooperation Council, vice president of the US-UAE Business Council and board member of the UK UAE Business Council.

He also serves as chairman of Alpha Dhabi Holding PJSC and the National Marine Dredging Co.

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. H.E. is the Director General of the Abu Dhabi Fund for Development and also serves as the vice chairman of the Arab Bank for Investment and Foreign Trade (Al Masraf), deputy governor of the board of governors of the Asian Infrastructure Investment Bank and vice chairman of Emirates Steel.

He is also a board member of the Emirates Development Bank, DP World and the Al Jazira Sports and Cultural Club, as well as being head of the Abu Dhabi Tourism Investments Company (ADTIC Egypt) and the Abu Dhabi Uzbekistan Investment (ADUI).

H.E holds a bachelor's degree in business administration from California Baptist University in the 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. As Deputy Group Chief Executive Officer of Mubadala Investment Company, a sovereign investor owned by the government of Abu Dhabi, H.E. Al Muhairi has strategic oversight of the company's broad investment portfolio and special projects at the group level.

He is also a member of Mubadala's Investment Committee, and Chairman of its new investment and business planning committee. Furthermore, he has oversight of the Real Estate and Infrastructure, and Disruptive Business platforms within Mubadala.

H.E. was one of the principal architects of the Abu Dhabi 2030 Economic Vision.

He is also Chairman of Waha Capital, Mubadala Capital, the Global Institute for Disease Elimination(GLIDE), and the US-UAE Business Council. In addition, he is the Vice Chairman of Aldar, and a member of the board of trustees of Cleveland Clinic in the United States.

He also serves as a board member of Noon.com, Hub71, Ellipses Pharma Limited, Abu Dhabi Investment Council, Investcorp Holdings Bahrain, Tamkeen and M42.

H.E. holds a master's degree in public policy from Harvard, and a Bachelor of Science degree in Foreign Service from Georgetown University in Washington, D.C.

H.E. Homaid Abdulla Al Shimmari – Board Member

H.E. Homaid Abdulla Al Shimmari is a non-executive member of the Board.

H.E. is the Deputy Group CEO and Chief Corporate and Human Capital Officer in Abu Dhabi's Mubadala Investment Company. He was previously CEO of its Aerospace and Engineering Services platform, in Mubadala, focused on the strategic vision and plans for developing technologically advanced industries within Abu Dhabi and the UAE.

He also serves as chairman of Maximus Air Cargo and SolutionsPlus and a board member of Abu Dhabi Aviation and Waha Capital. He is also vice chairman of the board of trustees for Khalifa University and UAE University.

H.E. holds a bachelor's degree in Aeronautical Engineering from Embry-Riddle Aeronautical University and holds a black belt in Six Sigma from GE.

H.E. Khalifa Ateeq Al Mazrouei – Board Member

H.E. Khalifa Ateeq Al Mazrouei is a non-executive member of the Board.

H.E. is a Senior Manager at the Internal Equities Department – Active Europe at the ADIA. Since he joined the ADIA in 2008, he has held leading positions in the international equities department and internal audit. H.E. is also a board member of the Abu Dhabi Capital Group (ADCG).

H.E. holds a Bachelor of Science degree from the Higher Colleges of Technology, Abu Dhabi and is a certificated internal auditor and chartered financial analyst.

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 29 (*Related parties*) to the Interim Financial Information.

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 (REMCO)

The REMCO recommends and oversees the appointment of and termination of the Group's Board and succession planning for the Group Executive Committee members. This includes an assessment of the skills, knowledge and expertise needed to ensure they are positioned to discharge their responsibilities in the interests of the shareholders and the Group. The REMCO also reviews and recommends to the Board the Group's reward policy framework, approves and oversees reward design and ensures that it is appropriate and consistent with the Group's culture, values, business, performance and risk strategy. The REMCO meets at least twice a year or more frequently as deemed necessary.

As at the date of this Base Prospectus, the members of the REMCO were: H.E. Sheikh Mohammed Bin Saif Al Nahyan – Chairman, H.E Waleed Al Mokarrab Al Muhairi, and H.E Mohammed Thani Murshed Ghannam Al Rumaithi.

A quorum of a majority of the members is required to convene a meeting of the REMCO. Only members of the REMCO are entitled to attend the committee's meetings. With the Chair's approval, the Group Chief Executive Officer may act as a permanent invitee along with the Group Human Resources Officer who is a permanent attendee at the REMCO. Other senior members of staff at FAB or external advisers may be invited as deemed necessary to facilitate the duties and objectives of the committee.

Board Management Committee (BMC)

The BMC approves and oversees execution of the Group's business plan as per the strategy approved by the Board, and oversees and reviews material aspects of the business of the Group. The BMC meets quarterly or more frequently as deemed necessary.

As at the date of this Base Prospectus, the members of the BMC were: H.E. Sheikh Mohamed Bin Saif Al Nahyan – Chairman, H.E Mohammed Saif Al Suwaidi and H.E. Waleed Al Mokarrab Al Muhairi.

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. With the Chair's approval, the Group Chief Executive Officer will act as a permanent invitee. Other senior management or external advisers may be invited as and when deemed necessary to facilitate the duties and objectives of the committee.

Board Risk and ESG Committee (BRESGC)

The BRESGC provides oversight and advice to the Board in relation to current and potential future risk. It also considers and helps direct future risk and ESG strategies, including determination of risk appetite and tolerance as well as promote a risk and ESG awareness culture within the Group. The BRESGC meets quarterly or more frequently as deemed necessary.

As at the date of this Base Prospectus, the members of the BRESGC were: H.E. Dr. Sultan Ahmed Al Jaber – Chairman, H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri, H.E Homaid Abdulla Al Shimmari, H.E Mariam Bint Mohammed Saeed Hareb Almheiri and H.E Mohammed Thani Murshed Ghannam Al Rumaithi.

A quorum of a majority of the members is required to convene a meeting of the BRESGC. Only members of the BRESGC are entitled to attend the committee's meetings. Subject to the Chair's approval, the Group Chief Executive Officer and the Group Chief Risk Officer will act as permanent invitees. Other senior members of staff or external advisers may be invited as and when deemed necessary to facilitate the duties and objectives of the committee.

Board Audit Committee (BAC)

The BAC ensures quality and integrity of financial statements and financial reporting. It also ensures the effectiveness of the Group's: (i) internal control, risk management, and governance systems; (ii) compliance functions; (iii) internal audit function; and (iv) the Islamic financial institution's governance systems and policies. The BAC also seeks to ensure the Group's general compliance with applicable laws and regulations. The BAC meets quarterly or more frequently as deemed necessary.

As at the date of this Base Prospectus, the members of the BAC were: H.E. Jassem Mohammed Bu Ataba Al Zaabi – Chairman, H.E. Mohammed Saif Al Suwaidi, H.E. Homaid Abdulla Al Shimmari, H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri and H.E. Khalifa Ateeq Al Mazrouei.

A quorum of at least three members (inclusive of the Chairman) is required to convene a meeting of the BAC. The Committee may invite any director, members of senior management or other person to attend any meeting of the BAC, as it may from time to time consider desirable to assist it in the attainment of its objectives.

Executive Management Team

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
Ms. Hana Al Rostamani.....	Group Chief Executive Officer
Mr. Lars Kramer.....	Group Chief Financial Officer
Mr. Suhail Bin Tarraf	Group Chief Operating Officer
Ms. Sara Al-Binali.....	Group Head of Corporate, Commercial and Acting Head of International Banking
Mr. Subramanian Iyer.....	Acting Group Chief Risk Officer
Mr. Simon Thorn.....	Group Chief Compliance Officer
Ms. Futoon AlMazrouei.....	Group Head of Consumer Banking UAE
Mr. Gareth Powell	Group Chief Human Resources Officer
Mr. Martin Tricaud.....	Group Head of Investment Banking
Mr. Michel Longhini	Group Head of Global Private Banking
Mr. Neil Barrable	Group Chief Credit Officer
Ms. Nivine Sbahieh	Acting Chief Communications and External Relations Officer
Mr Sameh Al Qubaisi	Group Head of Global Markets
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.

Ms. Hana Al Rostamani – Group Chief Executive Officer

Ms. Rostamani is the Group Chief Executive Officer. Ms. Rostamani is the first female CEO of a UAE-based bank.

Ms. Rostamani has more than 25 years' worth of experience in banking and financial services. Prior to being named Group Chief Executive Officer in January 2021, she was Deputy Group Chief Executive Officer and Group Head of Personal Banking, responsible for leading the transformation of the Group's consumer bank. Prior to joining the Group, Ms. Rostamani held various roles at First Gulf Bank, Citibank and AW Rostamani Group.

Ms. Rostamani is currently Chair of the Global Council on the Sustainable Development Goals. She is a board member of several entities, including: Buna, the Institute of International Finance (IIF), the International Institute for Management Development (IMD) and the Executive Board of the US-UAE Business Council.

Ms. Rostamani is a graduate of George Washington University in the United States, where she earned a Bachelor of Science in Business Administration and a Master of Science in Information Management.

Ms. Rostamani's most recent accolade includes her first-place ranking in Forbes Middle East's list of the region's most powerful businesswomen.

Mr. Lars Kramer – Group Chief Financial Officer

Mr. Kramer is the Group Chief Financial Officer. Mr. Kramer joined the Group from ABN AMRO where he was CFO from June 2021. He has extensive banking industry experience across several senior leadership positions including as Group CFO at Hellenic Bank. For almost 20 years he worked with ING, where he was CFO for ING Direct, ING Retail Banking Direct and International, and ING Commercial Bank.

Mr. Kramer is a Chartered Accountant and holds a Bachelor of Science in Accounting from the University of South Africa and a Master of Business Administration (**MBA**) from the University of Cape Town, specialising in finance, markets, and strategy.

Mr. Suhail Bin Tarraf – Group Chief Operating Officer

Mr. Bin Tarraf is the Group Chief Operating Officer. Prior to joining FAB, Mr. Bin Tarraf was the Chief Operating Officer at Emirates Islamic Bank and previously held the position of Chief Executive Officer at Tanfeeth, the shared services subsidiary at the Emirates NBD Group.

Mr. Bin Tarraf is a graduate of the American University in Dubai with a bachelor's degree in business administration and holds a specialized post-graduate certification from several global business schools.

Ms. Sara Al-Binali– Group Head of Corporate, Commercial and Acting Head of International Banking

Ms. Al-Binali is the Group Head of Corporate, Commercial and International Banking.

Ms. Al-Binali has over 24 years' worth of experience in financial services, investment, and banking. In her role at the Group, Ms. Al-Binali is responsible for leading and growing the Corporate, Commercial, and International Banking division.

Prior to this role, Ms. Al-Binali served as the Head of Business Banking, responsible for driving the SME business for FAB. Ms. Al-Binali also headed Strategic Planning for FAB and First Gulf Bank. Before this, she was Deputy Head of First Gulf Bank's International Business Group.

Ms. Al-Binali started her career at the ADIA working across several investment management roles that were specifically focused on Far East Equities.

Ms. Al-Binali sits on number of boards including First Abu Dhabi Bank Securities, FAB Capital KSA, and Reem Finance.

Ms. Al-Binali graduated from Northwestern University in the United States with a degree in economics, and holds an Excellence and Awareness certification that she obtained at INSEAD's Singapore campus.

Mr. Subramanian Iyer - Acting Group Chief Risk Officer

Mr. Iyer is the Acting Group Chief Risk Officer and is responsible for implementing the Group's risk framework and corporate governance globally. Mr. Iyer has over 25 years of experience in banking, working across several areas of enterprise risk management, treasury, asset and liability management, and finance for leading banks, financial institutions and corporates in both the UAE and India.

Mr. Iyer holds a bachelor's degree in mathematics and statistics from Mumbai University and an MBA in Finance. He is a qualified chartered accountant (CA) with the Indian Institute of Chartered Accountants.

Mr. Simon Thorn – Group Chief Compliance Officer

Mr. Thorn is the Group Chief Compliance Officer and oversees FAB's regulatory compliance, anti-money laundering and financial crime policies and procedures. With a career spanning over three decades in the compliance sector, Mr. Thorn ensures that FAB maintains the highest compliance standards in all of its business activities.

Mr. Thorn brings a wealth of experience from his previous international roles, most recently as Chief Compliance Officer at Barclays Bank PLC in the United Kingdom. He held various senior leadership positions at Barclays including Deputy Group Compliance Officer and Head of Barclays Compliance Services, navigating complex regulatory landscapes and implementing robust frameworks across multiple jurisdictions.

Prior to this, Mr. Thorn held senior leadership positions in compliance in several high-profile organisations, including Merrill Lynch, Nomura, and UK financial services regulators.

Mr. Thorn holds a bachelor's degree in economics from the University of Wales.

Ms. Futoon AlMazrouei – Group Head of Consumer Banking – UAE

Ms. AlMazrouei is the Group Head of Consumer Banking, with over 15 years' worth of experience in the banking sector and financial sector.

Ms. AlMazrouei previously held leadership positions within FAB's consumer banking business, including her role as Head of Elite Banking.

Ms. AlMazrouei has been named one of the Middle East's Top Women in Banking by Global Money Monitor in 2022 and is the first woman to sit on the board of the Abu Dhabi National Insurance Company (ADNIC). Ms. AlMazrouei is the Council Member for Visa and Member for Mastercard MENA Executive Council (MMEC). She also sits on the boards of several companies in the GCC and North Africa such as FAB Islamic, WIO Bank and Bank FABMISR.

Ms. AlMazrouei holds a Bachelor of Science and Mathematics degree from Al Ain University and graduated from the Executive Program in International Management at Stanford Graduate School of Management in Singapore.

Mr. Gareth Powell – Group Chief Human Resources Officer

Mr. Powell is the Group Chief Human Resources Officer, where he is responsible for leading and developing FAB's people and human resources proposition.

Mr. Powell was the Chief Human Resources Officer at Commercial Bank of Dubai, and prior to that, he was Chief Human Resources Officer for First Gulf Bank from 2011 to 2016.

During the 20 years he spent working at HSBC, Mr. Powell held senior roles across the group in locations such as Hong Kong, London, the Unites States, Latin America and the UAE.

He holds a Bachelor of Arts degree in Spanish and French from King's College, University of London, as well as professional qualifications from the Graduate Institute of Personnel Management at Thames

University. Mr. Powell is also Fellow of the Chartered Institute of Personnel & Development and is accredited by the British Psychological Society in Psychometric Assessment.

Mr. Martin Tricaud – Group Head of Investment Banking

Mr. Tricaud is the Group Head of Investment Banking, serving as a member of the Executive Committee.

Mr. Tricaud has over 30 years' worth of banking and corporate finance experience across institutional businesses. In his role at FAB, Martin has the responsibility for leading and growing FAB's group-wide Investment Banking business, overseeing Global Corporate and FI Coverage, Global Corporate Finance and Global Markets.

Prior to joining FAB, Mr. Tricaud held several senior positions with HSBC group, including Deputy Chairman and CEO for the Middle East, North Africa and Turkey, and was Group General Manager at HSBC. He was also the CEO for HSBC Australia and for HSBC Korea and held senior leadership positions over two decades at HSBC Global Banking and Markets across the Middle East, the UK and Europe.

Mr. Tricaud is Vice Chairman for the FAB Capital Saudi Arabia Board. He is a trustee of the Universite Paris II Assas, Sorbonne. He was appointed by French Prime Minister decree a Conseiller du Commerce Exterieur de la France in 2001. Mr. Tricaud graduated from the Institut d'Etudes Politiques de Paris, holds a master's in law from La Sorbonne University, Paris, and a bachelor's degree in history from Paris Nanterre University.

Mr Michel Longhini – Group Head of Global Private Banking

Mr. Longhini is the Group Head of Global Private Banking. Mr. Longhini has three decades' worth of experience in private banking and prior to joining FAB he was the CEO of Private Banking at Edmond de Rothschild in Switzerland. Before this, he was the CEO of Private Banking at Union Bancaire Privée (UBP SA) in Geneva. Mr. Longhini spent a substantial part of his career in positions across BNP Paribas wealth management. He is a graduate from the Emlyon Business School in Lyon, France.

Mr. Neil Barrable - Group Chief Credit Officer

Mr. Barrable is the Group Chief Credit Officer. With nearly 30 years of experience in credit and risk management, Mr. Barrable brings a wealth of knowledge and expertise to FAB.

Mr. Barrable joined FAB from HSBC in London, where he was Managing Director and Global Head of Wholesale Credit & Lending. In this role, he led teams responsible for capital allocation, loan portfolio management, balance sheet velocity risk transformation and model development. During his tenure, he worked on growing HSBC's loan distribution capabilities, implementing innovative credit frameworks and automating credit and lending decision processes.

Prior to HSBC, Mr. Barrable held senior executive positions with several leading international institutions in the UK and Asia Pacific region, including JP Morgan, Barclays Capital, Deutsche Bank and Bankers Trust.

Mr. Barrable has a bachelor's degree in business science from the University of Cape Town, South Africa.

Ms. Nivine Sbahieh - Acting Chief Communications and External Relations Officer

Ms. Sbahieh is the Acting Group Chief Communications and External Relations Officer.

Ms. Sbahieh joined the Bank in 2008 and has a proven track record in successfully implementing strategic partnerships, initiatives, and projects through innovative and collaborative approaches.

Ms. Sbahieh holds a Bachelor of Arts in Public Relations from the Lebanese University, Lebanon and has completed the International Institute for Management Development (IMD)'s Inspirational Leadership programme.

Mr. Sameh Al Qubaisi – Group Head of Global Markets

Mr. Al Qubaisi is the Group Head of Global Markets.

Mr. Al Qubaisi previously served as Director General of Economic Affairs at the Abu Dhabi Department of Economic Development.

He was also Executive Director of Business Enterprise at the Abu Dhabi Investment Office (ADIO) where he was primarily responsible for investments and Public Private Partnerships.

Mr. Al Qubaisi spent more than a decade at the National Bank of Abu Dhabi and has held a number of leadership roles at CAPM Investments, Finance House, Standard Chartered Bank, HSBC, and National Bank of Dubai.

Mr. Al Qubaisi holds a bachelor's degree in international relations with minors in Political Science and Economics from Rollins College, USA.

Mr. Nurendra Perera – Group Chief Audit Officer

Mr. Perera is the Group Chief Audit Officer. Mr. Perera is responsible for providing independent assurance to FAB's Board and senior management on the quality and effectiveness of the Group's Internal Control environment covering its Systems & Processes, Risk Management, Compliance & Corporate Governance Framework. Mr. Perera has more than 30 years' worth of banking experience and has held senior positions in Governance, Risk Management, Compliance and Internal Audit in UAE and international banks. Mr. Perera holds a master's degree in business administration, having majored in Finance Honours from University of Leicester, a Post Graduate Diploma in Consortium Executive Leadership & Organisation Design from University of INSEAD, including the following internationally accredited qualifications: CIA, CFSA and CRMA from the Institute of Internal Auditors (USA), CISA and CRISC from ISACA (USA), CIB from The Chartered Institute of Bankers (UK).

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.

Group Management Committees

Brief descriptions of the Group's Tier 1 management committees are set out below.

Group Executive Committee (EXCO)

The EXCO is the Group's most senior management level committee and it operates under a delegated authority from the Board. The EXCO supports the Group Chief Executive Officer to determine and implement the Group's strategy as approved by the Board.

As at the date of this Base Prospectus, the EXCO had 13 voting members with one non-voting member (the Group Chief Audit Officer).

Group Risk Committee

The Group Risk Committee operates under a delegated authority from the EXCO and also assists the BRESGC. 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 EXCO and, as appropriate, the BRESGC, 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 had twelve voting members.

For further information on the Group's risk management processes, see "*Risk Management*".

Group Compliance Committee

The Group Compliance Committee operates under a delegated authority from the EXCO. It also assists the BAC in fulfilling its objective of overseeing the Group's regulatory responsibilities as well as ensuring the Group's compliance with the applicable laws and regulations issued by various regulatory authorities.

As at the date of this Base Prospectus, the Group Compliance Committee had nine voting members, with the Group Chief Executive Officer serving as chair of the committee.

Group Credit Committee

The Group Credit Committee operates under a delegated authority from the EXCO and supports the work of the BMC (and the BRESGC) in assisting in the development and implementation of the Group's credit strategy and related policies and procedures.

As at the date of this Base Prospectus, the Group Credit Committee had seven voting members, with the Group Chief Credit Officer serving as vice chair of the committee and a member representing each business unit fills the chair position based on the relevant agenda of the meeting.

Group Asset and Liability Committee

The Group Asset and Liability Committee operates under a delegated authority from the EXCO 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 BRESGC 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 had 11 voting members.

Human Resources Steering Committee

The principal role of the Human Resources Steering Committee is to assist the EXCO and the REMCO in fulfilling their respective duties with regard to implementing strategic as well as operational human resources 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 had eight voting members.

Group Technology Steering Committee

The Group Technology Steering Committee operates under a delegated authority from the EXCO. It assists in fulfilling EXCO's governance and oversight responsibilities of all technology and information systems across the Group and supports the BRESGC 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 had eight voting members.

Group Operational and Fraud Risk Committee

The Group Operational and Fraud Risk Committee operates under a delegated authority from the EXCO to assist the EXCO in fulfilling its objective of overseeing the Group's operational risk management, business continuity and information security responsibilities. The Group Operational and Fraud Risk Committee is responsible for managing and reporting the Group's operational risk profile, ratifying the Group's procedures and integrating the Group's business continuity management policy and business recovery strategy.

As at date of this Base Prospectus, the Group Operational and Fraud Risk Committee had eight voting members.

Group Technology Risk and Information Security Committee

The Group Technology Risk and Information Security Committee operates under a delegated authority from the EXCO to assist the BRESGC and the Group Risk Committee. The main objectives of the Group Technology Risk and 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 the date of this Base Prospectus, the Group Technology Risk and Information Security Committee had nine voting members.

Group ESG Committee

The Group ESG Committee is the senior authority at management level for decision making on all ESG related matters in the Group. The primary objective of the Group ESG Committee is to oversee the Group's ESG strategy and culture and to promote awareness.

As at the date of this Base Prospectus, the Group ESG Committee had ten voting members.

THE UNITED ARAB EMIRATES BANKING SECTOR AND REGULATIONS

Summary

According to data published by the UAE Central Bank, as at 31 March 2024, there were a total of 50 commercial banks (23 locally incorporated commercial banks and 27 foreign commercial banks) licensed to operate in the UAE (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1). 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).

According to preliminary estimates published by the Statistics Centre (*source*: Statistical Yearbook of Abu Dhabi 2020), the financial and insurance sectors in Abu Dhabi contributed approximately AED 70.5 billion (or 7.7 per cent.) to Abu Dhabi's nominal GDP in 2019. Within the UAE as a whole, the financial sector was estimated to have contributed approximately 8.2 per cent. of real GDP in 2020 (*source*: FCSA National Account information for 2010-2020).

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 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 marginal lending facility ("**Marginal Lending Facility**") 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 "– *Recent Trends in Banking – Liquidity* " below).

Characteristics of the Banking System

Historic lack of consolidation

The UAE may be, and has historically been, seen as being over-banked with 50 banks (comprising 23 locally incorporated banks and 27 foreign banks) licensed to operate inside the UAE as at 31 March 2024 (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1), serving a population estimated to be in the region of approximately 9.9 million people at the end of 2022 (*source*: OPEC Annual Statistical Bulletin 2023).

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, during the period 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 and 2017 there was very limited merger activity domestically in the sector. However, following the Merger and the acquisition of Noor Bank P.J.S.C by Dubai Islamic Bank P.J.S.C in January 2020, commentators have suggested that the UAE may see more consolidation of the banking sector in order to improve profitability and reduce inefficiencies.

While the anticipated attempts at consolidation would further 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 IT system development.

Domestic focus

The UAE incorporated banks are predominantly focused on the UAE 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. Expansion of retail operations has also required heavy investment in distribution channels. As a consequence, IT costs have been a prominent feature of many UAE banks' expenses in addition to employee costs.

Limited foreign ownership

In 1987, the UAE federal government placed a freeze on new foreign banks opening operations in the UAE. As a result, international banks have largely established their presence in the UAE banking market through the DIFC (established in 2002) and the ADGM (established in 2013). UAE banks are subject to a requirement that a certain percentage of its shareholding must be held by UAE nationals, limiting foreign ownership of domestic banks. In 2018, this minimum permissible shareholding by UAE nationals in UAE banks was increased to 60 per cent. (Federal Law No. 14 of 2018).

As a member of major indices such as the MSCI Emerging Markets and FTSE Emerging Markets, FAB decided to increase its foreign ownership limit from 25 per cent. to 40 per cent. in order to access greater stock liquidity in 2019. FAB received shareholder approval for this increase in February 2019 and other required regulatory approvals in 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 "*Risk Factors – Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes – 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, oil related GDP continues to dominate Abu Dhabi's economy and contributed approximately 40.8 per cent. to Abu Dhabi's nominal GDP in 2023 (based on preliminary data) compared to approximately 48.0 per cent. in 2022 and approximately 40.9 per cent. in 2021 (*source*: Abu Dhabi Statistics Center website, 'Key Statistical Indicators', accessed 4 July 2024).

Islamic banking

Shari'a (Islamic) law forbids the charging of interest on any financial transaction as one of the key Islamic transaction laws ("**Shari'a Principles**"). A number of banks have developed in the Islamic world to serve customers who wish to observe such Shari'a Principles. 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 and adhere to Shari'a Principles. 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, Ajman Bank, Sharjah

Islamic Bank PJSC, Dubai Islamic Insurance & Reinsurance Company (AMAN), Islamic Arab Insurance Co. (PSC) (Salama), Tamweel and Amlak Finance. In addition, the majority of local and international conventional financial institutions that operate in the UAE offer *Shari'a* compliant products through their Islamic windows. The number of Islamic banks continues to increase, with both new entrants to the market and existing conventional banks recasting themselves as Islamic banks.

Legal environment

There are three primary sources of law in the UAE: (i) federal laws and decrees; (ii) local laws; and (iii) *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 the 2018 Federal Law which repeals Federal Law No. 10 of 1980 concerning the status of the UAE Central Bank. 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 the credit condition 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 Monetary Bills ("**M-Bills**") to UAE banks via auction, denominated in UAE dirhams, in order to absorb excess liquidity rather than to meet a specific funding need. The M-Bills programme was launched in January 2021 to replace UAE Central Bank Certificates of Deposit. The secondary

market in M-Bills is currently developing but they can be used as collateral for UAE dirham funding from the UAE Central Bank at any time.

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 FAB's ability to fulfil its obligations in respect of the Notes – 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 FAB 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 to Counter Money Laundering, Combating the Financing of Terrorism and Financing of Illegal Organisations which is responsible for co-ordinating policy 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.

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 led 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 83.3 per cent. of the workforce (*source*: FCSA Labour Force Survey 2019). The banking sector is no exception to this and expatriates are employed in the senior management of most of the major banks. This has brought expertise from more developed markets to the sector. However, the high level of expatriates in the UAE has been an increasing concern for the UAE federal government and as part of a policy of "Emiratisation", banks were instructed, in 1999, to increase the percentage of UAE nationals on their payroll by at least 4 per cent. per annum. This policy has now been replaced by the Emiratisation Circular, which has introduced a scoring system 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 to be 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 Accounting Standards (formerly International Accounting Standards (IAS)).

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 23 as at 31 March 2024 (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1), are required to be public shareholding companies with a minimum share capital of AED 40 million and must be majority owned by UAE nationals. Licensed foreign banks, of which there were 27 as at 31 March 2024 (*source*: UAE Central Bank, UAE Monetary, Banking & Financial Markets Developments – 2024 Q1), need to demonstrate that at least AED 40 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 performance of the UAE economy is influenced by oil prices, which directly affect fiscal revenues and hence determine the level of investment in government projects (both federal and within each Emirate) in the country (see further "*Risk Factors – Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes – Difficult macro-economic and financial market conditions have affected and could continue to materially adversely affect the Group's business, results of operations, financial condition and prospects*"). In addition to strong oil revenues, the UAE has seen an inflow of funds from expatriates supporting domestic demand after the COVID-19 pandemic and UAE banks have benefited from rising interest rates. The average net interest margin of the banking sector in the UAE is estimated to have increased 50 basis points to 3.3 per cent in the first half of 2023 compared to 2.8 per cent. in 2022 (*source*: Fitch non-rating action commentary in respect of the UAE Banks – Peer Review 2024, 5 February 2024).

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. UAE banks are mostly funded through on demand- or time-based customer deposits made by private individuals or private sector companies.

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, advances and Islamic financing to customers and interbank assets maturing after three months.

As at 31 March 2024, according to data made available by the UAE Central Bank:

- demand and time deposits constituted approximately 86.3 per cent. of total resident and non-resident deposits of national banks (excluding government deposits, commercial prepayments and borrowings under repurchase agreements);

- resident corporate and individual deposits constituted approximately 62.9 per cent. of total deposits of national banks (excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements);

- resident government deposits (including GRE deposits) and non-banking financial institutions constituted approximately 29.3 per cent. of total deposits of national banks (excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements); and

- non-resident sources constituted approximately 7.8 per cent. of total deposits of national banks with approximately 53.1 per cent. of such non-resident deposits being from corporate non-residents (in each case, excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements),

(*source*: UAE Central Bank Monthly Statistical Bulletin January 2024).

Since September 2008, the UAE Central Bank has made available an AED 50 billion liquidity facility which banks can draw upon subject to posting eligible debt securities as collateral. The liquidity facility is available only for the purpose of funding existing commitments. New lending is required to be based on growth in the customer deposit base. The UAE Central Bank also established a M-Bill repo facility under which banks can use M-Bills as collateral for UAE dirham funding from the UAE Central Bank.

In line with Basel III requirements, the UAE Central Bank has issued the UAE Central Bank Notice No. 33/2015 on liquidity requirements (which was issued by the UAE Central Bank on 27 May 2015 and which entered into force with effect from 1 July 2015) (the "**Liquidity Notice**") 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 enable 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) as per the below.

	Ratio	**Applicability Period**
Basel III ratios.....	LCR (LCR > = 100%)	1 January 2019 onwards
	NSFR (NSFR > = 100%)	1 January 2018 onwards

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. See "*Risk Factors – Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes – Liquidity risks – The Group'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.

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 the relevant UAE 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 ("**RSF**") (usage) factors to asset classes and off-balance sheet contingent exposures. The assigned RSF 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 will follow the Basel III standards. The NSFR minimum is 100 per cent.

Marginal Lending Facility

On 15 April 2014, the UAE Central Bank introduced an Interim Marginal Lending Facility which allowed non-Islamic UAE banks to use certain assets as collateral to access UAE Central Bank liquidity overnight in order to help their liquidity management during times of market stress. On 1 March 2022, this was replaced with the Marginal Lending Facility, which performs the same function.

The UAE Central Bank accepts a range of tradeable securities and foreign exchange as eligible collateral for the purposes of accessing the Marginal Lending Facility, including securities issued by sovereigns (originating in the UAE and outside the UAE) and securities issued by corporates and financials or supranational, municipal, or public sector issuers. In order to be eligible, collateral must meet minimum credit rating requirements specified in the terms and conditions of the Marginal Lending Facility. Banks accessing the Marginal Lending Facility must borrow a minimum of AED 10 million.

Position of depositors

As at the date of this Base Prospectus, no bank in the UAE has been permitted to fail. However, there is no formal deposit protection scheme in the UAE.

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 at the date of this Base Prospectus, pursuant to the February 2017 Regulations and the Capital Standards, FAB 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, FAB, as a D-SIB, is required from 1 January 2019 to maintain a Common Equity Tier 1 buffer of 1.50 per cent.

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 denominated in their respective domestic currencies 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 Basel III, 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 taxpayers 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).

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 Basel III Regulations and the Accompanying Standards (as defined below) confirm that the Non-Viability Requirement is a pre-requisite for any capital instruments issued by UAE banks to achieve Regulatory Capital (as defined below) 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.

In May 2016, the UAE Central Bank published a draft consultation document entitled "Capital Adequacy Regulation" (the "**Consultation Document**"), detailing the Basel III requirements expected to be followed by banks operating in the UAE, once the applicable legislation has been implemented in the UAE. In particular, the Consultation Document outlines the general quantitative requirements expected to be followed by UAE banks, with regards to Common Equity Tier 1 capital, Additional Tier 1 capital and Tier 2 capital (together, "**Regulatory Capital**"). It also outlines, amongst other things, the Regulatory Capital ratios that UAE banks will be expected to follow and adhere to, the individual UAE bank minimum capital conservation standards and the required disclosure standards expected to be made available by UAE banks with respect to Regulatory Capital.

On 23 February 2017, the UAE Central Bank published the "Regulations re Capital Adequacy" (the "**Basel III Regulations**") in the Official Gazette issue 612, which were effective from 1 February 2017. The February 2017 Regulations 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 Consultation Document. The Basel III Regulations are supported by the accompanying standards entitled "Standards for Capital Adequacy of Banks in the UAE" which were published by the UAE Central Bank on 12 November 2020 by virtue of Notice No. CBUAE/BSD/N/2020/4980 (the "**Accompanying Standards**"). The Accompanying Standards elaborate on the supervisory expectations of the UAE Central Bank with respect to the relevant Basel III capital adequacy requirements. Banks which are classified as D-SIBs by the UAE Central Bank will be required to hold additional capital buffers as notified to it by the UAE Central Bank. In addition, a bank may also be subject to additional capital add-on requirements following a supervisory review and evaluation process of the UAE Central Bank (see "*Risk Factors – Factors that may affect FAB's ability to fulfil its obligations in respect of the Notes – Regulatory risks – FAB 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 FAB'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 are 1 per cent. for term deposits and 14 per cent. for all other customer balances. 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 was decreased from 14 per cent. to 7 per cent. This requirement was then raised to 11 per cent. by the UAE Central Bank in 2023.

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 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.

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.

On 22 May 2023, the UAE Central Bank published Circular No. 01/2023 on large exposures (the "**Large Exposures Regulation**") superseding the large exposure circular No. 32/2013. The Large Exposures Regulations list down the large exposure limit for various types of counterparties. Violation of any provision of the Large Exposures Regulations shall be subject to supervisory action, administrative and financial sanctions, as deemed appropriate by the UAE Central Bank. Set out below is a table showing a summary of the limits introduced by the Large Exposures Regulations (defined as a percentage of FAB's Tier 1 capital base calculated under Basel II):

	Cap as percentage of Tier 1 capital base	
	Aggregate percentage	**Individual percentage**
UAE federal government and their non-commercial public sector entities treated as sovereign	Not applicable	Not applicable
Foreign Sovereign rated AA- or above	Not applicable	Not applicable
UAE local governments and their non-commercial entities	150%	No cap for UAE local governments; 25% for each non-commercial entity
Commercial entities of UAE federal government and UAE local governments (excluding self-sustainable government related entities below)	100%	25%
Self-Sustainable commercial entities of UAE federal and local governments	Not applicable	25%
A single borrower or a group of related borrowers	Not applicable	25%
Shareholders who own 5 per cent. or more of FAB's capital and their related entities	50%	20%

Global systemically important bank (G-SIB) exposure to another G-SIB	Not applicable	15%
UAE incorporated bank's exposure to its foreign branches	30%	Not applicable
Bank's non-bank subsidiaries and affiliates	25%	10%
Board members	25%	5%
Bank's external auditors	Prohibited	Prohibited

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).

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.

Establishing a credit bureau in the UAE

Al Etihad Credit Bureau ("**AECB**") is a public joint stock company wholly owned by the UAE federal government. As per UAE Federal law No. (6) of 2010 concerning credit information and amendments, the AECB is mandated to regularly collect credit information from financial and non-financial institutions in the UAE. The AECB aggregates and analyses this data to calculate credit scores and produce credit reports. FAB has entered into a data and credit information supply agreement with the AECB. The availability of credit reports reduces the risk involved in the origination of customer lending and banking business generally.

Shari'a compliance

UAE law requires financial institutions licensed by the UAE Central Bank to operate their Islamic banking 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.

Corporate governance

Banks in the UAE are subject to the Corporate Governance Regulations and the Corporate Governance Standards which were issued by the UAE Central Bank in 2019 with a view to ensuring banks have a comprehensive approach to corporate governance.

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 in force at the date of this Base Prospectus, and does not constitute legal or tax advice. Prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change.

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 made by the Bank under the Notes. In the event of the imposition of any such withholding or deduction, the Bank has undertaken to gross-up any payments subject to certain limited exceptions.

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 published 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 10 July 2024 (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 agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, 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 relevant 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 agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree 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.

Prohibition of Sale to EEA Retail Investors

Unless the relevant Final Terms in respect of any Notes (or the relevant Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", 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 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. 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 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; 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 the relevant Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area, 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 relevant Final Terms (or the relevant Pricing

Supplement, in the case of Exempt Notes) in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member 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 Member 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.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the relevant Final Terms in respect of any Notes (or the relevant Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", 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 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 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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (EUWA); or

  (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

  (iii) not a qualified investor as defined in Article 2 of the UK 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 for the Notes.

If the relevant Final Terms in respect of any Notes (or the relevant Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", 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 this Base Prospectus as completed by the relevant Final Terms (or the relevant Pricing Supplement, in the case of Exempt Notes) in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

(a) ***Qualified investors*:** at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK 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 UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Bank (if applicable) for any such offer; or

(c) ***Other exempt offers***: at any time in any other circumstances falling within section 86 of the FSMA,

provided that, no such offer of Notes referred to above shall require the Bank or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes 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 for Notes and the expression "**UK Prospectus Regulation**" for the purposes of this paragraph means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

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) 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

(b) 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.

Switzerland

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that: (i) the Notes may not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland within the meaning of the Swiss Financial Services Act ("**FINSA**") and no application has or will be made by it to admit any Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland; (ii) neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to FINSA; and (iii) neither this Base Prospectus nor any

other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Hong Kong

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) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than: (i) to "**professional investors**" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (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, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it 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. 228 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 any other applicable laws, regulations and ministerial guidelines of Japan.

The People's Republic of China

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant 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, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that the Notes have not been and will not be offered or sold 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 falling within any one of the categories of persons specified under Schedule 6 (or Section 229(1)(b)), Schedule 7 (or Section 230(1)(b)), and Schedule 8

(or Section 257(3)), read together with Schedule 9 (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 registered as a prospectus with the Monetary Authority of Singapore. Accordingly, 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 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 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

United Arab Emirates (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre)

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant 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 (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre) other than in compliance with any laws applicable in the UAE (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre) governing the issue, offering and sale of securities.

Abu Dhabi Global Market

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 offered and will not offer the Notes to be issued under the Programme to any person in the Abu Dhabi Global Market unless such offer is:

(a) an "Exempt Offer" in accordance with the Market Rules of the Financial Services Regulatory Authority (the "**FSRA**") Rules; and

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.4.1 of the Conduct of Business Rulebook of the FSRA Rules.

Dubai International Financial Centre

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 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 the Rules on the Offer of Securities and Continuing Obligations as issued by the Board of the Capital Market Authority (the "**CMA**") pursuant to resolution number 3-123-2017 dated 27 December 2017 as amended by its resolution number 3-6-2024 dated 17 January 2024 (the "**KSA Regulations**"), made through a capital market institution licensed by the CMA, in each case, in accordance with the KSA Regulations.

The Notes to be issued under the Programme may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "institutional and qualified clients" under Article 8(a)(1) of the KSA Regulations or by way of a limited offer under Article 9 of, or as otherwise required or permitted by, the KSA Regulations. Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that any offer of Notes made by it to a Saudi Investor will be made in compliance with Article 10 and either Article 8(a)(1) or Article 9 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 14 of the KSA Regulations.

Kingdom of Bahrain

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 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 who has a minimum net worth (either singly or jointly with their spouse) of U.S.$1,000,000, 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;

(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); or

(d) any other entity which is an "accredited investor" as defined in the Central Bank of Bahrain Rulebook.

State of Qatar (including the Qatar Financial Centre)

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 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 resolutions of the board of directors of the Bank passed on 31 January 2017 and 5 December 2021, respectively, and a resolution of the shareholders of the Bank passed on 5 March 2024. 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 London Stock Exchange's main 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 London Stock Exchange's main market. The listing of the Programme in respect of Notes is expected to be granted on or before 15 July 2024. 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 London Stock Exchange's main 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 2023, there has been no material adverse change in the prospects of the Bank or the Bank and its Subsidiaries.

Since 31 March 2024, there has not been any significant change in the financial performance or financial position of the Bank or the Bank and its Subsidiaries.

5. Auditors

The current auditors of the Group are PricewaterhouseCoopers Limited Partnership – Abu Dhabi (authorised and regulated under the Register of Practicing Accountants at the UAE Ministry of Economy and Planning as required by UAE Federal Law No. 22 of 1995) of 25th Floor, Al Khatem Tower, Abu Dhabi Global Market, P.O. Box 45263, Abu Dhabi, United Arab Emirates, who have reviewed the unaudited condensed consolidated interim financial statements of the Group as at and for the three-month period ended 31 March 2024 and the audited consolidated financial statements of the Group for the year ended 31 December 2023.

The audited consolidated financial statements of the Group for the year ended 31 December 2022 have been audited without qualification in accordance with International Standards on Auditing by KPMG Lower Gulf Limited (authorised and regulated under the Register of Practicing 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, P.O. Box 7613, United Arab Emirates, 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. **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.

In connection with an offering of Notes issued under the Programme, each Dealer and/or its affiliate(s) may act as an investor for its own account and may take up Notes in the offering and in that capacity may retain, purchase or sell for its own account such Notes and any securities of the Bank or related investments and may offer or sell such securities or other investments otherwise than in connection with an offering. Accordingly, references herein to the Notes being offered should be read as including any offering of the Notes to the Dealers and/or their affiliates acting in such capacity. Such persons do not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

REGISTERED OFFICE OF THE BANK

First Abu Dhabi Bank PJSC
FAB Building
Khalifa Business Park – Al Qurm District
P.O. Box 6316
Abu Dhabi
United Arab Emirates

FISCAL AGENT
Citibank N.A., London Branch
Agency and Trust Services
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR
Citibank Europe plc, Germany Branch
Reuterweg 16
60323 Frankfurt
Federal Republic of Germany

PAYING AGENT
Citibank N.A., London Branch
Agency and Trust Services
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

LEGAL ADVISERS

To the Bank
as to English law and United Arab Emirates law

Dentons & Co.
Level 18, Boulevard Plaza 2
Burj Khalifa District
P.O. Box 1756
Dubai
United Arab Emirates

To the Arrangers and the Dealers
as to English law and United Arab Emirates law

Allen Overy Shearman Sterling LLP
11th Floor
Burj Daman Building
Al Mustaqbal Street
Dubai International Financial Centre
P.O. Box 506678
Dubai
United Arab Emirates

INDEPENDENT AUDITORS TO THE BANK

For the financial period prior to 1 January 2023
KPMG Lower Gulf Limited
15th Floor
Falcon Tower
Al Nasr Street
Abu Dhabi
P.O. Box 7613
United Arab Emirates

For the financial period commencing 1 January 2023
PricewaterhouseCoopers Limited Partnership – Abu Dhabi
Al Khatem Tower
Abu Dhabi Global Market
25th Floor, P.O. Box 45263
Abu Dhabi
United Arab Emirates

DEALERS

Barclays Bank PLC
1 Churchill Place
London E14 5HP
United Kingdom

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Crédit Agricole Corporate and Investment Bank
12 place des Etats-Unis
CS 70052 92547 Montrouge Cedex
France

First Abu Dhabi Bank PJSC
FAB Building
Khalifa Business Park – Al Qurm District
P.O. Box 6316
Abu Dhabi
United Arab Emirates

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Mizuho International plc
30 Old Bailey
London, EC4M 7AU
United Kingdom

Standard Chartered Bank
7th Floor Building One, Gate Precinct
Dubai International Financial Centre
P.O. Box 999
Dubai
United Arab Emirates

SUPPLEMENTAL BASE PROSPECTUS DATED 25 JULY 2024

IMPORTANT NOTICE

In accessing the attached base prospectus supplement (the "Supplement") you agree to be bound by the following terms and conditions.

The information contained in the Supplement may be addressed to and/or targeted at persons who are residents of particular countries only as specified in the Base Prospectus (as defined in the Supplement) and is not intended for use, and should not be relied upon, by any person outside those countries. **Prior to relying on the information contained in the Supplement, you must ascertain from the Base Prospectus whether or not you are an intended addressee of, and eligible to view, the information contained therein.**

The Supplement and the Base Prospectus do not constitute, and may not be used in connection with, an offer to sell or the solicitation of an offer to buy securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, exemption from registration or qualification under the securities law of any such jurisdiction.

The Notes described in the Supplement and the Base Prospectus have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Subject to certain exceptions, the securities may not be offered, sold or delivered 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).

For a more complete description of restrictions on offers and sales of the securities described in the Supplement and the Base Prospectus, see pages ii to vi and the section entitled "*Subscription and Sale*" in the Base Prospectus.

This Supplement may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offers of Securities and Continuing Obligations, and any amendments thereto, 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 Supplement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Supplement. 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 Supplement he or she should consult an authorised financial adviser.

FIRST SUPPLEMENT DATED 25 JULY 2024 TO THE BASE PROSPECTUS DATED 10 JULY 2024

FIRST ABU DHABI BANK PJSC

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

U.S.$20,000,000,000

Euro Medium Term Note Programme

This supplement (this "**Supplement**") is supplemental to, and must be read in conjunction with, the base prospectus dated 10 July 2024 (the "**Base Prospectus**") prepared by First Abu Dhabi Bank PJSC (the "**Bank**") in connection with its Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.$20,000,000,000 in an aggregate principal amount of notes (the "**Notes**").

Application has been made to the Financial Conduct Authority (the "**FCA**") under Part VI of the Financial Services and Markets Act 2000 for Notes issued under the Programme (other than Exempt Notes) during the period of 12 months from the date of the Base Prospectus to be admitted to the Official List of the FCA and the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's main market.

This Supplement has been approved by the FCA as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"). The FCA only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such 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 Supplement. Investors should make their own assessment as to the suitability of investing in the Notes.

This Supplement constitutes a supplement for the purposes of the UK Prospectus Regulation. Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

The Bank accepts responsibility for the information contained in this Supplement and declares that the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

The Arrangers, the Dealers, the Agents, and the Delegate have not independently verified the information contained herein. Accordingly, none of the Arrangers, the Dealers, the Delegate, the Agents or 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 Supplement 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 Supplement or any responsibility for any acts or omissions of the Bank or any other

person (other than the relevant Dealer) in connection with this Supplement, the Base Prospectus or the issue and offering of Notes under the Programme.

Information which is updated by reference to one section of the Base Prospectus may be repeated or referred to in other sections of the Base Prospectus. Accordingly, to the extent that there is any inconsistency between: (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement; and (b) any other statement in, or incorporated by reference into, the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted since the publication of the Base Prospectus.

Copies of this Supplement, the Base Prospectus and the documents incorporated by reference in either can be: (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html; (ii) obtained on written request and without charge from the registered office of the Bank and from the specified office of the Paying Agent; and (iii) obtained from the website of the Bank (www.bankfab.com).

For a description of certain restrictions on offers and sales of the Notes described in this Supplement and the Base Prospectus, see the section headed "*Subscription and Sale*" in the Base Prospectus.

AMENDMENTS OR ADDITIONS TO THE BASE PROSPECTUS

With effect from the date of this Supplement the information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below.

1. The section entitled "*Documents Incorporated By Reference*" on page 7 of the Base Prospectus shall be amended as follows:

   (a) the following paragraph shall be inserted as a new paragraph "1.":

   "the unaudited condensed consolidated interim financial statements of the Bank as at and for the six months ended 30 June 2024 and its review report (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2024/fab-fs-q2-2024-english.pdf?view=1);"; and

   (b) the remaining paragraph numbers shall be deemed to be amended accordingly.

2. The second paragraph in the section entitled "*Significant/Material Change*" on page 195 of the Base Prospectus shall be deleted in its entirety and replaced with the following paragraph:

   "Since 30 June 2024, there has not been any significant change in the financial performance or financial position of the Bank or the Bank and its Subsidiaries."

SUPPLEMENTAL BASE PROSPECTUS DATED 18 OCTOBER 2024

IMPORTANT NOTICE

In accessing the attached base prospectus supplement (the "Supplement") you agree to be bound by the following terms and conditions.

The information contained in the Supplement may be addressed to and/or targeted at persons who are residents of particular countries only as specified in the Base Prospectus (as defined in the Supplement) and is not intended for use, and should not be relied upon, by any person outside those countries. **Prior to relying on the information contained in the Supplement, you must ascertain from the Base Prospectus whether or not you are an intended addressee of, and eligible to view, the information contained therein.**

The Supplement and the Base Prospectus do not constitute, and may not be used in connection with, an offer to sell or the solicitation of an offer to buy securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, exemption from registration or qualification under the securities law of any such jurisdiction.

The Notes described in the Supplement and the Base Prospectus have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Subject to certain exceptions, the securities may not be offered, sold or delivered 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).

For a more complete description of restrictions on offers and sales of the securities described in the Supplement and the Base Prospectus, see pages ii to vi and the section entitled "*Subscription and Sale*" in the Base Prospectus.

This Supplement may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offers of Securities and Continuing Obligations, and any amendments thereto, 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 Supplement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Supplement. 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 Supplement he or she should consult an authorised financial adviser.

SECOND SUPPLEMENT DATED 18 OCTOBER 2024 TO THE BASE PROSPECTUS DATED 10 JULY 2024

FIRST ABU DHABI BANK PJSC

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

U.S.$20,000,000,000

Euro Medium Term Note Programme

This supplement (this "**Supplement**") is supplemental to, and must be read in conjunction with, the base prospectus dated 10 July 2024, as supplemented by the first supplement dated 25 July 2024 (the "**Base Prospectus**") prepared by First Abu Dhabi Bank PJSC (the "**Bank**") in connection with its Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.$20,000,000,000 in an aggregate principal amount of notes (the "**Notes**").

Application has been made to the Financial Conduct Authority (the "**FCA**") under Part VI of the Financial Services and Markets Act 2000 for Notes issued under the Programme (other than Exempt Notes) during the period of 12 months from the date of the Base Prospectus to be admitted to the Official List of the FCA and the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's main market.

This Supplement has been approved by the FCA as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"). The FCA only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such 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 Supplement. Investors should make their own assessment as to the suitability of investing in the Notes.

This Supplement constitutes a supplement for the purposes of the UK Prospectus Regulation. Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

The Bank accepts responsibility for the information contained in this Supplement and declares that the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

The Arrangers, the Dealers and the Agents have not independently verified the information contained herein. Accordingly, none of the Arrangers, the Dealers, the Agents or 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 Supplement 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 Supplement or any responsibility for any acts or omissions of the Bank or any other person (other than the relevant Dealer)

in connection with this Supplement, the Base Prospectus or the issue and offering of Notes under the Programme.

Information which is updated by reference to one section of the Base Prospectus may be repeated or referred to in other sections of the Base Prospectus. Accordingly, to the extent that there is any inconsistency between: (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement; and (b) any other statement in, or incorporated by reference into, the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted since the publication of the Base Prospectus.

Copies of this Supplement, the Base Prospectus and the documents incorporated by reference in either can be: (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html; (ii) obtained on written request and without charge from the registered office of the Bank and from the specified office of the Paying Agent; and (iii) obtained from the website of the Bank (www.bankfab.com).

For a description of certain restrictions on offers and sales of the Notes described in this Supplement and the Base Prospectus, see the section headed "*Subscription and Sale*" in the Base Prospectus.

AMENDMENTS OR ADDITIONS TO THE BASE PROSPECTUS

With effect from the date of this Supplement the information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below.

1. The section entitled "*Documents Incorporated by Reference*" on page 7 of the Base Prospectus shall be amended as follows:

   (a) the following paragraph shall be inserted as a new paragraph "1.":

   "the unaudited condensed consolidated interim financial information of the Group as at and for the nine months ended 30 September 2024 and its review report (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2024/q3/fab-fs-q3-2024-english.pdf?view=1);"; and

   (b) the remaining paragraph numbers shall be deemed to be amended accordingly.

2. The second paragraph in the section entitled "*Significant/Material Change*" on page 195 of the Base Prospectus shall be deleted in its entirety and replaced with the following paragraph:

   "Since 30 September 2024, there has not been any significant change in the financial performance or financial position of the Bank or the Bank and its Subsidiaries."

SUPPLEMENTAL BASE PROSPECTUS DATED 6 FEBRUARY 2025

IMPORTANT NOTICE

In accessing the attached base prospectus supplement (the "Supplement") you agree to be bound by the following terms and conditions.

The information contained in the Supplement may be addressed to and/or targeted at persons who are residents of particular countries only as specified in the Base Prospectus (as defined in the Supplement) and is not intended for use, and should not be relied upon, by any person outside those countries. **Prior to relying on the information contained in the Supplement, you must ascertain from the Base Prospectus whether or not you are an intended addressee of, and eligible to view, the information contained therein.**

The Supplement and the Base Prospectus do not constitute, and may not be used in connection with, an offer to sell or the solicitation of an offer to buy securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, exemption from registration or qualification under the securities law of any such jurisdiction.

The Notes described in the Supplement and the Base Prospectus have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Subject to certain exceptions, the securities may not be offered, sold or delivered 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).

For a more complete description of restrictions on offers and sales of the securities described in the Supplement and the Base Prospectus, see pages ii to vi and the section entitled "*Subscription and Sale*" in the Base Prospectus.

This Supplement may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offers of Securities and Continuing Obligations, and any amendments thereto, 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 Supplement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Supplement. 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 Supplement he or she should consult an authorised financial adviser.

THIRD SUPPLEMENT DATED 6 FEBRUARY 2025 TO THE BASE PROSPECTUS DATED 10 JULY 2024

FIRST ABU DHABI BANK PJSC

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

U.S.$20,000,000,000

Euro Medium Term Note Programme

This supplement (this "**Supplement**") is supplemental to, and must be read in conjunction with, the base prospectus dated 10 July 2024, as supplemented by the first supplement dated 25 July 2024 and the second supplement dated 18 October 2024 (together, the "**Base Prospectus**") prepared by First Abu Dhabi Bank PJSC (the "**Bank**") in connection with its Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.$20,000,000,000 in an aggregate principal amount of notes (the "**Notes**").

Application has been made to the Financial Conduct Authority (the "**FCA**") under Part VI of the Financial Services and Markets Act 2000 for Notes issued under the Programme (other than Exempt Notes) during the period of 12 months from the date of the Base Prospectus to be admitted to the Official List of the FCA and the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's main market.

This Supplement has been approved by the FCA as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"). The FCA only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such 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 Supplement. Investors should make their own assessment as to the suitability of investing in the Notes.

This Supplement constitutes a supplement for the purposes of the UK Prospectus Regulation. Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

The Bank accepts responsibility for the information contained in this Supplement and declares that the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

The Arrangers, the Dealers and the Agents have not independently verified the information contained herein. Accordingly, none of the Arrangers, the Dealers, the Agents or 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 Supplement 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 Supplement or any

responsibility for any acts or omissions of the Bank or any other person (other than the relevant Dealer) in connection with this Supplement, the Base Prospectus or the issue and offering of Notes under the Programme.

Information which is updated by reference to one section of the Base Prospectus may be repeated or referred to in other sections of the Base Prospectus. Accordingly, to the extent that there is any inconsistency between: (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement; and (b) any other statement in, or incorporated by reference into, the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted since the publication of the Base Prospectus.

Copies of this Supplement, the Base Prospectus and the documents incorporated by reference in either can be: (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html; (ii) obtained on written request and without charge from the registered office of the Bank and from the specified office of the Paying Agent; and (iii) obtained from the website of the Bank (www.bankfab.com).

For a description of certain restrictions on offers and sales of the Notes described in this Supplement and the Base Prospectus, see the section headed "*Subscription and Sale*" in the Base Prospectus.

AMENDMENTS OR ADDITIONS TO THE BASE PROSPECTUS

With effect from the date of this Supplement the information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below.

1. The section entitled "*Documents Incorporated by Reference*" on page 7 of the Base Prospectus shall be amended as follows:

   (a) the following paragraph shall be inserted as a new paragraph "1.":

   "the auditors' report and audited consolidated financial statements of the Group as at and for the financial year ended 31 December 2024 (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2024/q4/fab-fs-q4-2024-english.pdf?view=1);"; and

   (b) the remaining paragraph numbers shall be deemed to be amended accordingly.

2. The first and second paragraphs in the section entitled "*Significant/Material Change*" on page 195 of the Base Prospectus shall be deleted in their entirety and replaced with the following paragraphs:

   "Since 31 December 2024, there has been no material adverse change in the prospects of the Bank or the Bank and its Subsidiaries.

   Since 31 December 2024, there has not been any significant change in the financial performance or financial position of the Bank or the Bank and its Subsidiaries.".

SUPPLEMENTAL BASE PROSPECTUS DATED 30 APRIL 2025

FOURTH SUPPLEMENT DATED 30 APRIL 2025 TO THE BASE PROSPECTUS DATED 10 JULY 2024

FIRST ABU DHABI BANK PJSC

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

U.S.$20,000,000,000

Euro Medium Term Note Programme

This supplement (this "**Supplement**") is supplemental to, and must be read in conjunction with, the base prospectus dated 10 July 2024, as supplemented by the first supplement dated 25 July 2024, the second supplement dated 18 October 2024 and the third supplement dated 6 February 2025 (together, the "**Base Prospectus**") prepared by First Abu Dhabi Bank PJSC (the "**Bank**") in connection with its Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.$20,000,000,000 in an aggregate principal amount of notes (the "**Notes**").

Application has been made to the Financial Conduct Authority (the "**FCA**") under Part VI of the Financial Services and Markets Act 2000 for Notes issued under the Programme (other than Exempt Notes) during the period of 12 months from the date of the Base Prospectus to be admitted to the Official List of the FCA and the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's main market.

This Supplement has been approved by the FCA as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"). The FCA only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such 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 Supplement. Investors should make their own assessment as to the suitability of investing in the Notes.

This Supplement constitutes a supplement for the purposes of the UK Prospectus Regulation. Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

The Bank accepts responsibility for the information contained in this Supplement and declares that the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

The Arrangers, the Dealers and the Agents have not independently verified the information contained herein. Accordingly, none of the Arrangers, the Dealers, the Agents or 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 Supplement 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 Supplement or any

responsibility for any acts or omissions of the Bank or any other person (other than the relevant Dealer) in connection with this Supplement, the Base Prospectus or the issue and offering of Notes under the Programme.

Information which is updated by reference to one section of the Base Prospectus may be repeated or referred to in other sections of the Base Prospectus. Accordingly, to the extent that there is any inconsistency between: (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement; and (b) any other statement in, or incorporated by reference into, the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted since the publication of the Base Prospectus.

Copies of this Supplement, the Base Prospectus and the documents incorporated by reference in either can be: (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html; (ii) obtained on written request and without charge from the registered office of the Bank and from the specified office of the Paying Agent; and (iii) obtained from the website of the Bank (www.bankfab.com).

For a description of certain restrictions on offers and sales of the Notes described in this Supplement and the Base Prospectus, see the section headed "*Subscription and Sale*" in the Base Prospectus.

AMENDMENTS OR ADDITIONS TO THE BASE PROSPECTUS

With effect from the date of this Supplement the information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below.

1. The section entitled "*Documents Incorporated by Reference*" on page 7 of the Base Prospectus shall be amended as follows:

   (a) the following paragraph shall be inserted as a new paragraph "1.":

   "the unaudited condensed consolidated interim financial information of the Group as at and for the three months ended 31 March 2025 (https://www.bankfab.com/-/media/fab-uds/about-fab/investor-relations/reports-and-presentations/quarterly-and-annual-reports/2025/q1/fab-fs-q1-2025-english.pdf);"; and

   (b) the remaining paragraph numbers shall be deemed to be amended accordingly.

2. The second paragraph in the section entitled "*Significant/Material Change*" on page 195 of the Base Prospectus shall be deleted in its entirety and replaced with the following paragraph:

   "Since 31 March 2025, there has not been any significant change in the financial performance or financial position of the Bank or the Bank and its Subsidiaries.".

FINAL TERMS DATED 20 MAY 2025

There are no manufacturers for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**"). Any person offering, selling or recommending the Notes (a "**distributor**") should consider (i) the target market for the Notes to be eligible counterparties and professional clients only, each as defined in MiFID II, and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients to be appropriate. 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) and determining appropriate distribution channels.

There are no manufacturers for the purposes of Regulation (EU) No. 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"). A distributor should consider (i) the target market for the Notes to be only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in UK MiFIR, and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients to be appropriate. However, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market) and determining appropriate distribution channels.

FINAL TERMS

Final Terms dated 20 May 2025

First Abu Dhabi Bank PJSC

Legal entity identifier (LEI): 2138002Y3WMK6RZS8H90

Issue of U.S.$750,000,000 Floating Rate Notes due 2030

under the U.S.$20,000,000,000

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 set forth in the Base Prospectus dated 10 July 2024, the first supplemental Base Prospectus dated 25 July 2024, the second supplemental Base Prospectus dated 18 October 2024, the third supplemental Base Prospectus dated 6 February 2025 and the fourth supplemental Base Prospectus dated 30 April 2025, which together constitute a base prospectus (the "**Base Prospectus**") for the purposes of the UK Prospectus Regulation. This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.

The Base Prospectus is 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.

1.	Issuer:		First Abu Dhabi Bank PJSC
2.	(i)	Series Number:	162

	(ii)	Tranche Number:	1
	(iii)	Date on which the Notes become fungible:	Not Applicable
3.	Specified Currency or Currencies:		U.S. dollars ("**U.S.$**")
4.	Aggregate Principal Amount:		
	(i)	Series:	U.S.$750,000,000
	(ii)	Tranche:	U.S.$750,000,000
5.	Issue Price:		100 per cent. of the Aggregate Principal Amount
6.	(i)	Specified Denominations:	U.S.$200,000 plus integral multiples of U.S.$1,000 in excess thereof
	(ii)	Calculation Amount:	U.S.$1,000
7.	(i)	Issue Date:	27 May 2025
	(ii)	Interest Commencement Date:	Issue Date
8.	Maturity Date:		27 May 2030
9.	Interest Basis:		SOFR + 0.97 per cent. Floating Rate
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 principal amount
11.	Change of Interest or Redemption/Payment Basis:		Not Applicable
12.	Put/Call Options:		Not Applicable
13.	(i)	Status of the Notes:	Senior
	(ii)	Date Board approval for issuance of Notes obtained:	Not Applicable
	(iii)	Date of UAE Central Bank approval for issuance of Subordinated Notes obtained:	Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	**Fixed Rate Note Provisions**		Not Applicable
15.	**Floating Rate Note Provisions**		Applicable
	(i)	Specified Period:	As per the Conditions

(ii)	Specified Interest Payment Dates:	27 February, 27 May, 27 August and 27 November in each year, subject to adjustment in accordance with the Business Day Convention set out in (iv) below
(iii)	First Interest Payment Date:	27 August 2025
(iv)	Business Day Convention:	Modified Following Business Day Convention
(v)	Additional Business Centre(s):	London, New York and Taipei
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	Screen Rate Determination referencing SOFR, SONIA or €STR
(vii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent):	Not Applicable
(viii)	Screen Rate Determination not referencing SOFR, SONIA or €STR:	Not Applicable
(ix)	Screen Rate Determination referencing SOFR, SONIA or €STR:	Applicable
	• Reference Rate:	SOFR
	• Interest Determination Date(s):	The fifth U.S. Government Securities 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)
	• Calculation Method:	Compounded Daily
	• Observation Method:	Observation Shift
	• Observation Look-Back Period:	Five U.S. Government Securities Business Days
	• Effective Interest Payment Date:	Not Applicable
	• Rate Cut-off Date:	Not Applicable
	• Relevant Number:	Not Applicable
	• D:	360
	• Relevant Screen Page:	Not Applicable
	• Relevant Time:	Not Applicable

		• Relevant Financial Centre:	New York
	(x)	Margin(s):	+0.97 per cent. per annum
	(xi)	Minimum Rate of Interest:	Not Applicable
	(xii)	Maximum Rate of Interest:	Not Applicable
	(xiii)	Day Count Fraction:	Actual/360 with the Calculation Period being subject to adjustment in accordance with the Business Day Convention set out in (iv) above
	(xiv)	Linear Interpolation:	Not Applicable
	(xv)	Benchmark Replacement fall back:	Condition 8(f)(2) (*ARRC)* is applicable
16.	**Zero Coupon Note Provisions**		Not Applicable

PROVISIONS RELATING TO REDEMPTION

17.	**Call Option**	Not Applicable
18.	**Put Option**	Not Applicable
19.	**Final Redemption Amount of each Note**	100 per cent. of their principal amount
20.	**Early Redemption Amount**	Applicable
	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default:	U.S.$1,000 per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21.	Form of Notes:	Registered Notes: Global Registered Note exchangeable for Individual Registered Notes in the limited circumstances specified in the Global Registered Note.
22.	Additional Financial Centres:	London, New York and Taipei
23.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
24.	RMB Settlement Centre(s):	Not Applicable
25.	RMB Currency Event:	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):	Not Applicable	

29. **THIRD PARTY INFORMATION**

Not Applicable

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

By: .....
Duly Authorised

FAB
Felix James Green
Group Treasurer
FAB13516

By: .....
Duly Authorised

FAB
Azzam Anani
A-1581 1000537

PART B – OTHER INFORMATION

1. **LISTING**

(i)	Listing and admission to trading:	Taipei Exchange ("**TPEx**") and London Stock Exchange plc ("**LSE**")
(ii)	Admission to trading:	Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the TPEx in the Republic of China ("**ROC**") for the listing and trading of the Notes on the TPEx. The Notes will be traded on the TPEx pursuant to the applicable rules of the TPEx. The effective date of listing of the Notes on the TPEx is on or about 27 May 2025. The TPEx is not responsible for the content of this document and the Base Prospectus and any supplement or amendment thereto and no representation is made by the TPEx to the accuracy or completeness of this document and the Base Prospectus and any supplement or amendment thereto. The TPEx expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this document, the Base Prospectus or any supplement or amendment thereto. Admission to listing and trading on the TPEx shall not be taken as an indication of the merits of the Issuer or the Notes. Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the LSE with effect from 27 May 2025.
(iii)	Estimate of total expenses related to admission to trading:	New Taiwan Dollars 70,000 in relation to the listing and trading of the Notes on the TPEx. £6,350 in relation to the listing and trading of the Notes on the LSE.

2. **RATINGS**

	Ratings:	The Notes to be issued are expected to be rated: Moody's Cyprus: Aa3 Moody's Cyprus is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).

3. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

Save for any fees payable to the Managers, 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 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. **SUSTAINABLE NOTES AND REASONS FOR THE OFFER**

(i)	Sustainable Notes:	No
(ii)	Reasons for the offer:	See "*Use of Proceeds*" in the Base Prospectus

5. **ESTIMATED NET PROCEEDS**

U.S.$749,250,000

5. **Fixed Rate Notes only – YIELD**

Indication of yield:	Not Applicable

6. **U.S. SELLING RESTRICTIONS** Regulation S Compliance Category 2; TEFRA not applicable

7. **OPERATIONAL INFORMATION**

ISIN:	XS3077379223
Common Code:	307737922
CFI:	See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN
FISN:	See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN
Names and addresses of additional Paying Agent(s) (if any):	Not Applicable
Structuring Agent:	First Abu Dhabi Bank PJSC First Abu Dhabi Bank PJSC, as an entity not licensed in the ROC, has not offered or sold, and will not subscribe for or sell or underwrite, any Notes

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
Delivery:		Delivery against payment

8. **DISTRIBUTION**

(i)	Method of distribution:		Syndicated
(ii)	(A)	If syndicated, names of Managers:	Standard Chartered Bank (Taiwan) Limited, Bank of Taiwan, Bank SinoPac Co., Ltd., Cathay United Bank Co., Ltd., CTBC Bank Co., Ltd., KGI Securities Co. Ltd., President Securities Corporation, SinoPac Securities Corporation, The Shanghai Commercial & Savings Bank, Ltd. and Yuanta Securities Co., Ltd.
	(B)	Stabilisation Manager(s) (if any):	Not Applicable
(iii)	Prohibition of Sales to EEA Retail Investors:		Not Applicable
(iv)	Prohibition of Sales to United Kingdom Retail Investors		Not Applicable
(v)	If non-syndicated, name of relevant Dealer:		Not Applicable