

IMPORTANT NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

director, officer, employee or agent of the Dealers, the Bank nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the attached Base Prospectus distributed to you in electronic format and the hard copy version available to you on request from the Dealers.

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

BASE PROSPECTUS



FIRST ABU DHABI BANK PJSC

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

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

Euro Medium Term Note Programme

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

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

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

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

Application has been made to the Financial Conduct Authority (the "**FCA**") in its capacity as competent authority under Part VI of the Financial Services and Markets Act 2000 (the "**FSMA**") for Notes issued under the Programme (other than Exempt Notes (as defined below)) during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's regulated market (the "**Regulated Market**"). References in this Base Prospectus to Notes being "**listed**" (and all related references) shall mean that such Notes have been admitted to trading on the Regulated Market and have been admitted to the Official List. The Regulated Market is a regulated market for the purpose of Directive 2014/65/EU (as amended) on markets in financial instruments.

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

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

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

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

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading on a regulated market for the purposes of Directive 2014/65/EU (as amended) on markets in financial instruments in the European Economic Area and/or quotation by any competent authority, stock exchange and/or quotation system ("**Exempt Notes**") or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Bank. No base prospectus is required to be produced in accordance with Directive 2003/71/EC (as amended or superseded) for the issue of Exempt Notes and, accordingly, the Exempt Notes issued are not required for, and do not, comply with the Prospectus Directive as so amended. The FCA has neither reviewed nor approved the information contained in this Base Prospectus in relation to the Exempt Notes.

Amounts payable on Floating Rate Notes will be calculated by reference to one of EURIBOR, LIBID, LIBOR, LIMEAN, SHIBOR, HIBOR, SIBOR, EIBOR, SAIBOR, BBSW, JPY LIBOR, PRIBOR, CNH HIBOR, TRLIBOR or TRYLIBOR, TIBOR, GBP LIBOR, BKBM, MIBOR or CHF LIBOR as specified in the relevant Final Terms or (in the case of Exempt Notes) the relevant Pricing Supplement, as the case may be. As at the date of this Base Prospectus, the administrators of LIBOR, CHF LIBOR, GBP LIBOR, JPY LIBOR, PRIBOR and SAIBOR are included in the register of administrators of the European Securities and Markets Authority ("**ESMA**") under Article 36 of the Regulation (EU) No. 2016/1011 (the "**Benchmarks Regulation**"). As at the date of this Base Prospectus, the administrators of EURIBOR, LIBID, LIMEAN, SHIBOR, HIBOR, SIBOR, EIBOR, BBSW, CNH HIBOR, TRLIBOR or TRYLIBOR, TIBOR, BKBM and MIBOR are not included in ESMA's register of administrators under the Benchmarks Regulation. As far as the Bank is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that the European Money Markets Institute, the Treasury Markets Association of Banks, the Association of Banks in Singapore, the UAE Central Bank, ASX Limited, the Banks Association of Turkey, 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 European Union, recognition, endorsement or equivalence).

Arrangers

Barclays

Citigroup

First Abu Dhabi Bank

Dealers

Barclays

Crédit Agricole CIB

HSBC

Mizuho Securities

Standard Chartered Bank

Citigroup

First Abu Dhabi Bank

J.P. Morgan

MUFG

The date of this Base Prospectus is 16 July 2019

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (as amended or superseded, and including any relevant implementing measure in a relevant Member State of the European Economic Area) (the "Prospectus Directive") and for the purpose of giving information with regard to the Bank and the Notes which, according to the particular nature of the Bank and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Bank.

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

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 ó Credit ratings may not reflect all risks*" in the Risk Factors section of the Base Prospectus.

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

Neither the Arrangers, the Dealers nor any of their respective directors, affiliates, advisors or agents make any representation or warranty or accept any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Bank in connection with the Programme, nor is any responsibility or liability accepted by them as to the

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

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

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

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

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

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement or drawdown prospectus;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

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

The requirement to publish a base prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (as amended) on the markets in financial instruments in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). 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 Directive. Exempt Notes do not form part of this Base Prospectus for the purposes of the Prospectus Directive and the FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

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

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

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

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

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

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

NOTICE TO RESIDENTS OF THE STATE OF QATAR

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

IMPORTANT 6 EEA RETAIL INVESTORS

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) includes a legend entitled "Prohibition Of Sale To EEA 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 2002/92/EC (as amended or superseded, the "**Insurance Mediation 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 Directive. 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.

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

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

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

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

PRESENTATION OF INFORMATION

Presentation of Financial Information

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

- ◁ the unaudited reviewed condensed consolidated interim financial statements of the Group as at and for the three months ended 31 March 2019 (the "**Interim Financial Statements**");
- ◁ the audited consolidated financial statements of the Group as at and for the year ended 31 December 2018 (the "**2018 Financial Statements**"); and
- ◁ the audited consolidated financial statements of the Group as at and for the year ended 31 December 2017 (together with the 2018 Financial Statements, the "**Annual Financial Statements**").

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

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

The Interim Financial Statements and the Annual Financial Statements (together, the "**Financial Statements**") incorporated by reference in this Base Prospectus should be read in conjunction with the respective notes thereto.

The Group's financial year ends on 31 December and references in this Base Prospectus to 2018 and 2017 are to the 12-month period ending on 31 December in each year.

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

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

Non-IFRS Financial Measures and Ratios

This Base Prospectus includes certain non-IFRS financial measures and ratios. See further "*Presentation of Information ó Alternative Performance Measures*". The Group uses these non-IFRS financial measures and ratios to evaluate its performance, and this additional financial information is presented in this Base Prospectus. This information is not presented in accordance with IFRS and should be viewed as supplemental to the Group's financial information. Investors are cautioned not to place undue reliance on this information and should note that these non-IFRS financial measures and ratios, as calculated by the Group, may differ materially from similarly titled measures reported by other companies, including the Group's competitors. Within the industry in which the Group operates, non-IFRS financial measures and ratios may be calculated differently between relevant entities, limiting their value as comparative tools.

Alternative Performance Measures

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

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

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
Return on tangible equity	Financial measure to express efficiency at generating profits from every unit of shareholders' tangible equity and is calculated as profit for the period attributable to shareholders of the Bank after deduction of interest due (accrual basis) on Tier 1 capital notes divided by average total shareholder tangible equity, with average shareholder tangible equity calculated as the sum of shareholder tangible equity at the beginning and end of the period under calculation divided by two. For the three months ended 31 March 2019, the average balance is calculated based on the sum of balances at the beginning (31 December 2018) and end (31 March 2019) of the quarter divided by two. Shareholder tangible equity is calculated as the total equity less the sum of non-controlling interest, Tier 1 capital notes and intangible (assets).	<p>Profit for the period attributable to shareholders of the Bank is as set out in the consolidated statement of profit or loss in the Financial Statements.</p> <p>Interest due (accrual basis) on Tier 1 capital notes is derived from the Bank's internal accounting records (and is a Bank management calculated number).</p> <p>Total equity is as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Non-controlling interest is as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Tier 1 capital notes are as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Intangibles are as set out in the consolidated statement of financial position in the Financial Statements.</p>
Cost to income ratio (excluding Merger integration costs)	Financial measure to express operating efficiency and is calculated as general, administrative and other operating expenses net of integration related costs divided by total operating income.	<p>General, administrative and other operating expenses are as set out in the consolidated statement of profit or loss in the Financial Statements.</p> <p>Integration related costs are as set out in Note 43(b) (<i>Business combination - Integration related costs</i>) to the 2018 Financial Statements.</p> <p>Operating income is as set out in the consolidated statement of profit or loss in the Financial Statements.</p>

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
Liquidity coverage ratio ("LCR")	<p>Liquidity measure which focuses on a bank's short-term liquidity risk profile. The LCR ensures that a bank has an adequate stock of unencumbered high quality liquid assets ("HQLA") that can be converted easily and immediately in private markets in to cash to meet their liquidity needs for a 30 calendar day liquidity stress scenario.</p> <p>Calculated in accordance with the requirements of the UAE Central Bank as stipulated in Circular No. 33/2015 dated 27 May 2015.</p>	<p>This ratio has been derived from the Bank's internal accounting records and is calculated in accordance with the UAE Central Bank guidelines.</p>
Loan to deposit ratio	<p>Liquidity measure to express a bank's ability to fund its loan book through its deposit base and is calculated as net loans and advances divided by customer accounts and other deposits.</p>	<p>Net loans and advances are as set out in the consolidated statement of financial position in the Financial Statements.</p> <p>Customer accounts and other deposits are as set out in the consolidated statement of financial position in the Financial Statements.</p>
Non-performing loans ("NPL") ratio	<p>Financial measure to express loan asset quality and is calculated as NPLs net of interest suspended as a percentage of gross loans and advances net of interest suspended.</p>	<p>NPLs are the stage 3 loans and advances and the portion of purchased or originally credit impaired loans and advances considered by the Group as par to NPLs, each as set out in Note 5 (<i>Financial risk management</i>) to the Interim Financial Statements and Note 5(a) (<i>Financial risk management ó Credit risk</i>) to the 2018 Financial Statements.</p> <p>Interest suspended is as set out in Note 8 (<i>Loans and advances</i>) to the Interim Financial Statements and Note 12 (<i>Loans and advances</i>) to the 2018 Financial Statements.</p>

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
		Gross loans and advances are as set out in Note 8 (<i>Loans and advances</i>) to the Interim Financial Statements and Note 12 (<i>Loans and advances</i>) to the 2018 Financial Statements.
Provision coverage ratio	Financial measure to provide an indication of the level of provisioning vis-à-vis the NPLs net of interest suspended and is calculated as impairment allowances as a percentage of NPLs.	<p>Impairment allowances are total provisions in respect of loans and advances and total provisions in respect of unfunded exposure, each as set out in Note 5 (<i>Financial risk management</i>) to the Interim Financial Statements and Note 5(a) (<i>Financial risk management ó Credit risk</i>) to the 2018 Financial Statements, together with the specific and collective IFRS 9 reserve as set out in Note 18 (<i>Capital and reserves</i>) to the Interim Financial Statements and Note 25(v) (<i>Capital and reserves ó IFRS 9 reserve</i>) to the 2018 Financial Statements.</p> <p>NPLs are the stage 3 loans and advances and the portion of purchased or originally credit impaired loans and advances considered by the Group as par to NPLs, each as set out in Note 5 (<i>Financial risk management</i>) to the Interim Financial Statements and Note 5(a) (<i>Financial risk management ó Credit risk</i>) to the 2018 Financial Statements.</p> <p>Interest suspended is as set out in Note 8 (<i>Loans and advances</i>) to the Interim Financial Statements and Note 12 (<i>Loans and advances</i>) to the 2018 Financial Statements.</p>
Tier 1 capital adequacy ratio	Calculated in accordance with the requirements of the UAE	For the three months ended 31 March 2019, this ratio has been

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
	<p>Central Bank and the capital adequacy regulations issued by the UAE Central Bank as stipulated in Circular No. 52/2017 dated 23 February 2017 and Circular No. 60/2017 dated 2 March 2017.</p> <p>Tier 1 capital adequacy ratio is defined as Tier 1 capital divided by risk-weighted assets at a given date.</p> <p>Risk-weighted assets are calculated under the standardised approach for Pillar 1 reporting and represent the sum of credit risk, market risk and operational risk-weighted assets.</p>	<p>derived from the Bank's internal accounting records and is calculated in accordance with the UAE Central Bank guidelines.</p> <p>Tier 1 capital is as set out in Note 5(e) (<i>Financial risk management ó Capital management</i>) to the 2018 Financial Statements.</p> <p>Risk weighted assets are as set out in Note 5(e) (<i>Financial risk management ó Capital management</i>) to the 2018 Financial Statements.</p>
Tier 2 capital adequacy ratio	<p>Calculated in accordance with the requirements of the UAE Central Bank and the capital adequacy regulations issued by the UAE Central Bank as stipulated in Circular No. 52/2017 dated 23 February 2017 and Circular No. 60/2017 dated 2 March 2017.</p> <p>Tier 2 capital adequacy ratio is defined as Tier 2 capital divided by risk-weighted assets at a given date.</p> <p>Risk-weighted assets are calculated under the standardised approach for Pillar 1 reporting and represent the sum of credit risk, market risk and operational risk-weighted assets.</p>	<p>For the three months ended 31 March 2019, this ratio has been derived from the Bank's internal accounting records and is calculated in accordance with the UAE Central Bank guidelines.</p> <p>Tier 2 capital is as set out in Note 5(e) (<i>Financial risk management ó Capital management</i>) to the 2018 Financial Statements.</p> <p>Risk weighted assets are as set out in Note 5(e) (<i>Financial risk management ó Capital management</i>) to the 2018 Financial Statements.</p>
Total capital adequacy ratio	<p>Calculated in accordance with the requirements of the UAE Central Bank and the capital adequacy regulations issued by the UAE Central Bank as stipulated in Circular No.</p>	<p>For the three months ended 31 March 2019, this ratio has been derived from the Bank's internal accounting records and is calculated in accordance with the UAE Central Bank</p>

APM	Definition/method of calculation	Reconciliation with Financial Statements/accounting records
	52/2017 dated 23 February 2017 and Circular No. 60/2017 dated 2 March 2017.	guidelines.
	Total capital adequacy ratio is defined as total regulatory capital (Tier 1 capital and Tier 2 capital) divided by risk-weighted assets at a given date.	Total regulatory capital is as set out in Note 5(e) (<i>Financial risk management ó Capital management</i>) to the 2018 Financial Statements.
	Risk-weighted assets are calculated under the standardised approach for Pillar 1 reporting and represent the sum of credit risk, market risk and operational risk-weighted assets.	Risk weighted assets are as set out in Note 5(e) (<i>Financial risk management ó Capital management</i>) to the 2018 Financial Statements.

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 "**Bank**" are to First Abu Dhabi Bank PJSC;
- < 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 P.J.S.C.;
- < references to "**GCC**" are to the Gulf Co-operation Council;
- < references to the "**Government**" are to the government of Abu Dhabi;
- < references to the "**Group**" are to the Bank, together with its subsidiaries;
- < references to a "**Member State**" are to a Member State of the European Economic Area;
- < references to the "**Merger**" are to the merger of NBAD and FGB which was effected on the Effective Date;
- < references to "**NBAD**" are to National Bank of Abu Dhabi P.J.S.C.;
- < references to "**OPEC**" are to the Organisation of Petroleum Exporting Countries; 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; all references to "**Renminbi**", "**RMB**" or "**CNY**" are to the lawful currency of the People's Republic of China (the "**PRC**") (which, for the purposes of this Base Prospectus, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan); all references to "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of the Treaty on the Functioning of the European Community, as amended; all references to "**GBP**" are to the British pound, the lawful currency of the United Kingdom; all references to "**MYR**" are to Malaysian ringgit, the lawful currency of Malaysia; all references to "**A\$**" are to Australian dollars, the lawful currency of the Commonwealth of Australia; all references to "**JPY**" are to Japanese yen, the lawful currency of Japan; all references to "**HKD**" are to Hong Kong dollars, the lawful currency of Hong Kong; all references to "**CHF**" are to Swiss francs, the lawful currency of Switzerland; and all references to "**dirham**" and "**AED**" refer to UAE dirham being the legal currency for the time being of the UAE.

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

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

STABILISATION

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

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OVERVIEW OF THE PROGRAMME

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

This overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No. 809/2004 implementing the Prospectus Directive.

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 ó Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates. See "*Description of the Bank*".

The Bank's Legal Entity Identifier:

2138002Y3WMK6RZS8H90

Description:

Euro Medium Term Note Programme.

Risk Factors:

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

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

Issuance in Series:

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

Forms of Notes:

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

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

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

Currencies:

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

Status of the Notes:

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

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

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

Denominations: The Notes will be issued in such denominations as may be agreed between the Bank and the relevant Dealer(s) and as specified in the relevant Final Terms or Pricing Supplement, as the case may be, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The minimum denomination of each Note (other than an Exempt Note) shall be €322,222 (or the equivalent amount in such currency as at the date of the issue of the Notes).

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

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

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

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

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

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

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

Cross-Default: The Notes will have the benefit of a cross-default as described in Condition 14(a)(iii) (*Events of Default ó Events of Default for Senior Notes ó 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.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation (or is endorsed and published or distributed by subscription by such a credit rating agency in accordance with the CRA Regulation).

Selling Restrictions: For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Hong Kong, the PRC (excluding the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan), Japan, Malaysia, Singapore, the United Arab Emirates (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, the Kingdom of Saudi Arabia, the Kingdom of Bahrain and the State of Qatar (including the Qatar Financial Centre) and such other restrictions as may be required in connection with the offering and sale of the Notes, see "*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 reviewed condensed consolidated interim financial statements of the Bank as at and for the three months ended 31 March 2019 and its review report;
2. the auditors' report and audited consolidated financial statements of the Bank as at and for the financial year ended 31 December 2018;
3. the auditors' report and audited consolidated financial statements of the Bank as at and for the financial year ended 31 December 2017;
4. the Terms and Conditions of the Notes contained on pages 28 to 61 (inclusive) in the base prospectus dated 22 October 2014 prepared by FGB in connection with the Programme;
5. the Terms and Conditions of the Notes contained on pages 27 to 60 (inclusive) in the base prospectus dated 16 April 2015 prepared by FGB in connection with the Programme;
6. 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; and
7. 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.

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 16 of the Prospectus Directive and relevant implementing measures in the United Kingdom. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

RISK FACTORS

The Bank believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Bank is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.

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

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

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

The Bank, in common with other financial institutions, is susceptible to changes in the macro-economic environment and the performance of financial markets generally. As at the date of this Base Prospectus, the performance of global debt and equity 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 economies of the GCC states, including the UAE.

Between July 2014 and January 2016, international crude oil prices declined dramatically (falling by approximately 75 per cent. from a high monthly average OPEC Reference Basket price per barrel of U.S.\$107.89 in July 2014, to a monthly average price of U.S.\$26.50 in January 2016).

Notwithstanding the partial correction in global crude oil prices through 2016 to 2018 (according to the OPEC website, the average price of the OPEC Reference Basket was approximately U.S.\$40.76 per barrel for the year ended 31 December 2016, approximately U.S.\$52.43 per barrel for the year ended 31 December 2017 and approximately U.S.\$69.78 per barrel for the year ended 31 December 2018), the economies of the oil-revenue dependent GCC states have continued to be adversely affected with greater budget deficits, a decrease in fiscal revenues and consequent lower public spending seen between 2016 and 2018. Government fiscal deficits have resulted in weakened net asset positions, larger external financing needs and continued lower government spending. This has resulted in the downgrading, or placing on "creditwatch", of a number of GCC sovereigns including, particularly, the Sultanate of Oman and the Kingdom of Bahrain.

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

These measures have become an integral part of a broader federal government strategy aimed at rationalising fiscal expenditure generally and reducing fiscal dependency on hydrocarbon related revenues. When taken in totality with the ongoing oil price volatility, the diversion of significant fiscal revenues to the Saudi Arabian led military intervention in the Republic of Yemen since 2015 and domestic job losses in both the private and public sectors across the UAE (and particularly within Abu Dhabi), the impact on the UAE economy since early 2015 has been significant. Moreover, in respect of the Bank's Abu Dhabi-based, Government-related customers, recent legislation including Abu Dhabi Executive Council Circular No. 11 of 2015 and Abu Dhabi Executive Council Circular No. 1 of 2017 (together, the "**Abu Dhabi Public Debt Laws**") requires any company owned by the Government which has received a copy of such circulars to obtain the approval of the Abu Dhabi Executive Council for it or any of its subsidiaries to enter into any transaction for borrowing or issue of debt (with an additional requirement to co-ordinate with the Public Debt Office of Abu Dhabi if such borrowing is to be guaranteed by the Government). In practice, it is unclear what the impact will be of the application of the Abu Dhabi Public Debt Laws on the Bank's Abu Dhabi-based, Government-related customers. If the provisions of the Abu Dhabi Public Debt Laws are strictly applied, requiring the Bank's Abu Dhabi-based, Government-related customers to obtain Abu Dhabi Executive Council approval each time they contract with the Bank, it is possible that the Bank may experience a decline in (and/or a delay in execution of) lending activity to customers within this sector.

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

While the Bank's direct exposure to the crude oil, gas, mining and quarrying sectors is not significant (with approximately 9.2 per cent. of its gross loans and advances being to customers in the energy industry as at 31 March 2019), a continued deterioration in global oil prices may further adversely impact the UAE economy as a whole and may indirectly adversely impact the Bank as a result of a deterioration in other sectors of the UAE economy.

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

These extremely volatile market conditions have resulted in reduced liquidity, widening of credit spreads and lack of price transparency in credit and capital markets. The adverse market conditions have impacted investment markets both globally and in the UAE, with increased volatility in interest rates and exchange rates. Between December 2015 and December 2018, the U.S. Federal Reserve increased U.S. overnight interest rates by an aggregate 225 basis points (in nine separate increments of 25 basis points each). The U.S. Federal Reserve announced in March 2019 that it expects to maintain the U.S. overnight interest rate between 2.25 per cent. to 2.50 per cent. and does not expect to raise interest rates during the remainder of 2019. However, any further increase in such rates will likely further exacerbate the reduced liquidity environment and, if the U.S. overnight interest rates are increased in the future, may adversely impact the Bank's net interest margins and borrowing costs, if the Bank is unable to pass these increased costs on to its customers.

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

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

Credit risks

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation on maturity or in a timely manner, causing the other party to incur a financial loss. Concentrations of credit risk arise when a number of counterparties are engaged in similar business activities, or activities in the same geographic region, or have similar economic features that would cause their ability to meet contractual obligations to be affected similarly by changes in economic, political or other conditions. Concentrations of credit risk may also arise as a result of large exposures to individuals or a group of related counterparties. Concentrations of credit risk indicate the relative sensitivity of the Bank's performance to developments affecting a particular industry or geographic location.

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

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

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

As at 31 March 2019, the Bank had NPLs of AED 12.1 billion and, for the three month period ended 31 March 2019, carried impairment allowances of AED 12.9 billion. In accordance with IFRS, the Bank is required to reflect the impairment calculated (which is established based on its best estimates of recoveries and judgments leading to calculation of probable losses) as an upfront charge to the income statement. This is written back to the income statement as and when interest or principal (as appropriate) on the debt is received. The Bank's management believes that the levels of impairment allowances for impaired loans as at 31 March 2019 were sufficient to cover the Bank's potential loan losses as at that date. However, there is no guarantee that impairment allowances recognised by the Bank will be sufficient to cover its actual credit portfolio losses. As at 31 March 2019, the Bank had a provision coverage ratio of 106.4 per cent.

The Bank regularly reviews and monitors compliance with lending limits to individual financial institutions and country limits. See further "*Risk Management*". Further, the Bank's credit group is responsible for the formulation of credit policies and processes in line with growth, risk management and strategic objectives and the Bank's management believes that the systems in place to implement

the Bank's loan restructuring and loan loss impairment allowances are adequate as at each reporting date.

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

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

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

Together, the Bank's loans and advances and investment securities portfolios (net of provisions) totalled AED 485.7 billion, or 66.2 per cent. of its total assets, as at 31 March 2019. Of the Bank's total gross loans and advances to customers as at 31 March 2019, real estate accounted for 25.5 per cent., banks and other financial institutions accounted for 16.0 per cent. and personal loans and credit cards accounted for 14.2 per cent.

The Bank's investment securities portfolio comprised AED 108.4 billion (or 85.5 per cent.) non-trading debt investments as at 31 March 2019. The Bank's non-trading debt investments portfolio has significant exposure to the Middle East and North Africa ("MENA") region issuers which are principally government and public sector entities. As at 31 March 2019, the Bank's investment securities portfolio had an exposure of AED 38.0 billion (or 30 per cent.) to the UAE while exposure to the GCC excluding the UAE was AED 20.3 billion (or 16 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. See further "*Overview of the United Arab Emirates and Abu Dhabi*". Therefore, most of the Bank's customer base and retail loan portfolio is comprised of UAE-based expatriates. The Bank is exposed to a "skip risk" that such customers may leave the UAE without making repayments on their loans. Although the Bank takes overseas enforcement action against "skip" borrowers in certain countries and regularly reviews its credit exposures and has in place systems for assessing the financial condition and creditworthiness of its debtors, its failure to do so accurately or effectively may result in an increase in the rate of default for the Bank's loan portfolio, which could have a material adverse effect on its business, results of operations, financial condition and prospects.

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

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

occurrence of loan losses in excess of the impairment allowances allocated with respect thereto, would have an adverse effect on its business, results of operations, financial condition and prospects.

IFRS 9 was introduced for financial reporting periods commencing on 1 January 2018, replacing IAS 39 and introducing an 'expected credit loss' model for the measurement of the impairment of financial assets, such that it is no longer necessary for a credit event to have occurred before a credit loss is recognised. The impact of the adoption of IFRS 9 is set out in Note 4 (*Transitional impact*) to the 2018 Financial Statements.

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

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

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

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

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

Liquidity risks

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

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

If the Bank's cash flow from its operations is not sufficient to meet its short- and medium-term contractual and contingent payment obligations coming due, it could experience liquidity issues. Such liquidity issues could occur if the Bank's available liquidity is not sufficient to enable it to service its debt, fulfil loan commitments or meet other on- or off-balance sheet payment obligations on specific dates, even if the Bank continues to receive new deposits from customers, proceeds from new financings or its future revenue streams. Such liquidity issues could also arise if there is an

unexpected outflow of customer deposits, if there is a material decline in the value of the Bank's liquid securities portfolio or if the Bank is unable to secure short-term funding at commercially acceptable rates to bridge this funding gap.

The Bank's Group Assets and Liability Committee sets and monitors liquidity ratios, regularly reviews and updates the Bank's liquidity management policies and seeks to ensure that the Bank is in a position to meet its obligations as they fall due. See further "*Risk Management*". Further, the Bank conducts analysis of maturities of assets and liabilities on a periodic basis to determine its ongoing funding needs and to ensure adequate liquidity is maintained across the defined time horizon. The Bank's Group Risk Committee receives regular updates on the Bank's liquidity under both normal and stressed market conditions, as well as developing strategies to ensure liquidity is available for defined time horizons under stress scenarios. As at 31 March 2019, the Bank had cash and balances with central banks of AED 139.8 billion.

The UAE Central Bank adopted a policy of a gradual, phased introduction of the capital and liquidity standards for credit institutions, approved by the Basel Committee on Banking Supervision (the "**Basel Committee**") in response to the 2008 global financial crisis (the "Basel III Reforms"). As part of this gradual introduction of Basel III in the UAE, the UAE Central Bank informed certain banks in the UAE that they are obliged to report the Basel III LCR and the Net Stable Funding Ratio ("**NSFR**"), to the UAE Central Bank. The LCR is a metric introduced by the Basel Committee on Banking Supervision as part of the Basel III Reforms to measure a bank's ability to manage a sustained outflow of customer funds in an acute stress event over a 30-day period. The ratio is calculated by taking a financial institution's stock of unencumbered HQLAs ó which include low-risk, highly marketable asset classes, designed to provide significant sources of liquidity in such a stress scenario ó and dividing it by its projected net cash outflows over the immediately following 30-day period. The LCR requires that banks have sufficient HQLAs in their liquidity buffer to cover the difference between expected cash outflows and expected capped cash inflows over a 30-day stressed period. The Basel III Reforms require that the minimum value of the ratio is 100 per cent. (i.e., an institution's stock of HQLAs should at least equal total net cash outflows) while the UAE Central Bank introduced LCR for the relevant UAE banks in a phased manner, setting an initial benchmark of 60 per cent. upon commencement of LCR compliance, increasing to 100 per cent. as of 1 January 2019. As at 31 March 2019, the Bank held a portfolio of HQLAs valued at AED 196.8 billion and had a LCR of 117.1 per cent.

Accordingly, and in line with the UAE Central Bank direction, the Bank monitors its liquidity position through LCR compliance reporting. The associated requirement to maintain a significant buffer of HQLAs may adversely affect the Bank's core businesses of consumer and wholesale banking, particularly given the inherent cost of maintaining a HQLA portfolio of sufficient size and quality to cover regulatory outflow assumptions embedded in the LCR. If the Bank were to choose to mitigate against these additional costs by introducing selective deposit fees or minimum lending rates, this may result in a loss of customer deposits, a key source of the Bank's funding, net new money outflows and/or a declining market share in its domestic loan portfolio.

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

The Bank relies on short-term demand and time deposits as a major source of funding but primarily has medium- and long-term assets, which may result in contractual asset-liability maturity gap

In common with other banks in the UAE, many of the Bank's liabilities are short-term demand and time deposits, whereas its assets are generally medium to long-term (such as loans and mortgages). Mismatches between the maturities of assets and liabilities could arise if the Bank is incapable of

rolling over existing deposits, raising new deposits or obtaining alternative sources of funding for the existing or future loan portfolio or if the cost of obtaining these deposits or funding differs from market prices.

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

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

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

As part of its normal banking business, the Bank issues revocable and irrevocable commitments to extend credit, guarantees, letters of credit and other financial facilities and makes commitments to invest in securities before such commitments have been fully funded. All of these are accounted for off balance sheet until such time as they are actually funded or cancelled. Although these commitments are contingent and therefore off-balance sheet, they nonetheless subject the Bank to related credit, liquidity and market risks. Credit-related commitments are subject to the same credit approval terms and compliance procedures as loans and advances to customers, and commitments to extend credit are contingent on customers maintaining required credit standards. Although the Bank anticipates that not all of its obligations in respect of these commitments will be triggered, it may have to make payments in respect of a substantial portion of such commitments, which could have a material adverse effect on its financial position, and in particular its liquidity position. As at 31 March 2019, the Bank had AED 209.5 billion in such contingent liabilities.

Market risks

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

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

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

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

at 31 March 2019, a significant portion of the Bank's borrowings were set at floating rates based on interbank reference rates, such as 3-month LIBOR and 3-month EIBOR, plus a specified margin.

Interest rates are sensitive to many factors beyond the Bank's control, including the policies of central banks, such as the UAE Central Bank and the U.S. Federal Reserve, political factors and domestic and international economic conditions. For example, the U.S. Federal Reserve raised interest rates in December 2015 for the first time since 2006. Between December 2015 and December 2018, the U.S. Federal Reserve increased U.S. overnight interest rates by an aggregate 225 basis points (in nine separate increments of 25 basis points each). The U.S. Federal Reserve announced in March 2019 that it expects to maintain the U.S. overnight interest rate between 2.25 per cent. to 2.50 per cent. and does not expect to raise interest rates during the remainder of 2019. However, if the U.S. overnight interest rates are increased in the future, it may adversely impact the Bank's borrowing costs.

If interbank reference rates rise, the interest payable on the Bank's floating rate borrowings increases. Additionally, in a rising interest rate environment, the Bank's interest expense can increase significantly as a result of the higher interest rates payable on the Bank's existing time deposits and a propensity amongst customers to convert their lower interest bearing current and savings account deposits to time deposits. The Bank's marginal cost of funding may increase as a result of a variety of factors, including further deterioration of conditions in the financial markets or loss of confidence by and between financial institutions. If the Bank fails to pass on such increase in funding cost to its customers in a timely manner or at all due to market, competitive or other conditions, it could have a material adverse effect on its business, results of operations, financial condition and prospects.

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

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

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

Operational risks

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

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

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

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

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

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

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

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

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

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

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

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

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

Factors relating to the Merger

The Bank may experience difficulties in integrating the distinct businesses carried on by NBAD and FGB

The Merger of NBAD and FGB, which was effected on 30 March 2017, involves the integration of two businesses that previously operated independently. The Bank may face significant challenges integrating the two organisations, their policies, technologies and operations in a timely and efficient manner, as well as in addressing differences in the business cultures of the two companies and retaining key former NBAD and FGB personnel. The integration process may prove to be more complex and time-consuming than anticipated, requiring substantial resources and effort and leading to a degree of uncertainty for customers and employees.

The potential difficulties of combining the businesses include:

- < the necessity of co-ordinating and consolidating management functions, organisations, systems and facilities;

- ◁ the task of integrating the management and personnel of NBAD and FGB, maintaining employee morale and retaining and incentivising key employees;
- ◁ accurately evaluating the contractual, financial, regulatory, environmental and other obligations and liabilities associated with each of NBAD's and FGB's legacy investments, including the appropriate implementation of financial oversight and internal controls and the timely preparation of financial statements that are in conformity with the Bank's accounting policies;
- ◁ accurately judging market dynamics, demographics, growth potential and competitive environment (including evaluating and managing the risks and uncertainties in entering new markets and acquiring new businesses); and
- ◁ maintaining and obtaining the necessary licences and approvals from relevant governmental and regulatory authorities and agencies.

The process of integrating operations may present financial, managerial and operational risks, including an interruption of, or loss of momentum in, the activities of one or more of the Bank's businesses and the loss of key personnel. Any delays or difficulties encountered in connection with the integration of the operations of the businesses could have an adverse effect on the Bank's business, results of operations, financial condition or prospects.

Additionally, the Bank expects to incur a number of non-recurring costs associated with the integration of the businesses of NBAD and FGB, including potential costs associated with the rebranding of the business, fees to financial, accounting and legal advisers and other related costs. If the integration is not successful, the Bank will not realise the anticipated benefits of the integration and may, therefore, fail to offset these integration costs over time.

If the Bank fails to manage the integration of the legacy businesses of NBAD and FGB effectively, the Bank's growth strategy and future profitability could be negatively affected and it may fail to achieve the anticipated benefits of the Merger. In addition, difficulties in integrating the businesses could harm the Bank's reputation, which may result in the loss of customers and key employees which could, in turn, have an adverse effect on the Bank's business, results of operations, financial condition or prospects.

The Bank may not achieve the synergies expected from the Merger

The Bank may fail to achieve the synergies that it had anticipated would arise from the Merger. The success of the Merger will depend, in part, on the Bank's ability to realise anticipated cost savings, revenue synergies and growth opportunities from integrating the standalone businesses of NBAD and FGB. The Bank expects to benefit from synergies resulting from the consolidation of capabilities, rationalisation of operations and headcount, greater efficiencies from increased scale and market integration, and organic growth. In particular, the Bank's ability to realise anticipated synergies and the timing of this realisation may be affected by a variety of factors, including, but not limited to:

- ◁ its broad geographic areas of operations and the resulting potential complexity of integrating NBAD's and FGB's corporate and regional offices;
- ◁ the difficulty of implementing its cost savings plans;
- ◁ the challenges associated with the combination of NBAD's and FGB's businesses and operations, and, in particular, the ability to integrate new operations with existing operations in a timely and effective manner and to manage an increasingly larger business; and

- ◁ unforeseeable events, including major changes in the markets in which NBAD and FGB operate.

There is a risk that the cost savings projected from integrating the NBAD and FGB businesses will not be realised due to unforeseen inaccuracies in the pre-Merger computation of such savings. Additionally, there is a risk that these cost savings are not realised in the time, manner or amounts currently expected, if at all, as a result of various external and internal factors.

Although the Bank believes that the elimination of costs, as well as the realisation of other efficiencies related to the integration of the NBAD and FGB businesses, will offset the incurred implementation and integration costs over time, the net benefit may not be achieved within the expected timetable. In addition, some of these costs could be higher than the Bank anticipates which could reduce the net benefits of the Merger and impact the Bank's business, results of operations, financial condition or prospects.

Regulatory risks

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

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

The Bank is subject to a number of prudential and regulatory controls designed to maintain the safety and soundness of banks, ensure their compliance with economic, social and other objectives and limit their exposure to risk. See further "*The United Arab Emirates Banking Sector and 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 Bank operates. In particular (but without limitation), the Bank is subject to the following restrictions:

- ◁ certain credit limits in respect of real estate and construction financing, major shareholders or to a single customer (based on the Bank's customer deposits and/or capital and reserves as prescribed by the UAE Central Bank);
- ◁ concentration limits on total credit and other risk exposures to retail customers, banks, investments and country exposure (including, but not limited to, regulations promulgated by the Central Bank in Central Bank Notice No. 32/2013 on large exposures (the "**Large Exposure Notice**"), which was published in the UAE official gazette (the "**Official Gazette**") on 30 December 2013 and entered into force on 30 January 2014);
- ◁ a minimum total capital adequacy ratio of 14.5 per cent. effective from 1 January 2019. Within this minimum capital adequacy ratio, the UAE Central Bank, as part of its phased implementation of Basel III in the UAE, also established additional capital requirements for systemically important banks (such as the Bank, which has been designated as a domestically systemic important bank ("**D-SIB**")), with a Common Equity Tier 1 D-SIB buffer, included within the UAE Central Bank prescribed minimum total capital adequacy ratio, of 1.50 per cent. effective from 1 January 2019. Additionally, and also comprised within the minimum total capital adequacy ratio mandated by the UAE Central Bank, UAE banks are also subject to a capital conservation buffer of 2.5 per cent. effective from 1 January 2019, pursuant to the February 2017 Regulations and the Accompanying Standards (each as defined below). As at

31 March 2019, the Bank had a total capital adequacy ratio of 16.0 per cent., comfortably above the minimum UAE Central Bank requirements (including the additional buffers). In addition, a counter-cyclical buffer (in addition to the minimum total capital adequacy ratio of 14.5 per cent.) is applicable to the Bank which is determined on the basis of the geographic distribution of assets and the counter-cyclical capital buffer applicable in such jurisdictions;

- < as part of the UAE Central Bank's gradual implementation of the Basel III Reforms in the UAE, the UAE Central Bank introduced LCR in a phased manner, setting an initial benchmark of 60 per cent. upon commencement of LCR compliance, increasing to 100 per cent. as of 1 January 2019. Additionally, the UAE Central Bank introduced the NSFR in 2018. NSFR is calculated as a percentage of available stable funding to required stable funding and should be maintained at a minimum of 100 per cent.;
- < certain limitations around the fees and interest rates which UAE banks can charge to retail customers and maximum loan to income and loan to value ratios for retail products such as residential mortgage loans (prescribed by the UAE Central Bank circular dated 23 February 2011 (the "**Retail Circular**") on retail banking and Notice No. 31/2013 dated 28 October 2013 (which was published in the Official Gazette on 28 November 2013 and entered into force on 28 December 2013) (the "**Mortgage Regulations**"));
- < total loans and advances to customers and interbank placements over the Bank's stable resources (comprising deposits and borrowed funds with maturities of greater than six months and net shareholders' equity) cannot exceed 100 per cent.;
- < increase employment and progression of UAE nationals within the Bank, in accordance with the Emiratisation Circular (see further "*Description of the Bank ó Employees ó Emiratisation*");
- < in accordance with 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**"), compliance with certain qualitative and quantitative liquidity requirements;
- < mandatory cash reserve of 14 per cent. of all current, call and savings deposits and 1 per cent. of all time deposits, respectively, based on balances calculated on the 15th of each month and notified in the second month following circulation pursuant to the UAE Central Bank Circular of December 2000;
- < in accordance with Federal Law No. 14 of 2018 (which entered into force with effect from 23 September 2018) (the "**HSA Law**"), compliance with the rules, standards and general principles established by the Higher *Shari'a* Authority and, in certain circumstances, obtaining the consent of the Higher *Shari'a* Authority prior to undertaking certain licensed financial activities; and
- < the General Data Protection Regulation (Directive 95/46/EC) ("**GDPR**") enacted in the EU, which took effect on 25 May 2018 and imposes certain data privacy and security obligations. The GDPR is wide-ranging in scope and governs the collection and use of personal data and imposes operational requirements for institutions that receive or process personal data of residents of the EU. Along with the increased costs associated with the data collection and protection requirements of GDPR, the Bank can be subjected to penalties for non-compliance which could have an adverse impact on its business.

On 23 February 2017, the UAE Central Bank published the "Regulations re Capital Adequacy" (the "**February 2017 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 Reforms, whilst implementing the measures contained in the May 2016 consultation document published by the UAE Central Bank, entitled "*Capital Adequacy Regulation*" (the "**Consultation Document**"). The February 2017 Regulations are supported by accompanying standards (the "**Accompanying Standards**") which were published by the UAE Central Bank on 17 January 2018 in its Circular No. 28/2018 entitled "*Standard re Capital Supply*" and are expressed to be effective from 31 December 2017. In addition, in March 2018 the UAE Central Bank published its Standard re Tier Capital Instruments (the "**Standard re Tier Capital Instruments**") and together with the Accompanying Standards, the "**Capital Standards**") (and accompanying guidance), expressed to be effective from 31 March 2018. The Capital Standards elaborate on the supervisory expectations of the UAE Central Bank, as set out in the February 2017 Regulations, with respect to the relevant Basel III capital adequacy requirements and how they will be applied by the UAE Central Bank to banks in the UAE. For example, banks which are classified as D-SIBs by the UAE Central Bank (such as the Bank) will be required to hold additional capital buffers as notified to them 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.

Moreover, the UAE Central Bank's Standard Re Tier Capital Instruments requires that a periodic distribution on an additional tier 1 instrument should be cancelled if the relevant UAE bank does not have sufficient "Distributable Items" on the relevant date for payment of: (a) such periodic distribution; and (b) certain other payment obligations. However, if the UAE Central Bank's ultimate implementation of any additional counter-cyclical or systemically important buffers is not in accordance with the provisions set out in the February 2017 Regulations and the Capital Standards, the regulatory burden on UAE financial institutions such as the Bank may further increase which could adversely impact their business. In addition, if further counter-cyclical or systemically important buffers are implemented by the UAE Central Bank, it is possible that UAE financial institutions, including the Bank, will be required to increase the levels of Common Equity Tier 1 capital, Additional Tier 1 capital and Tier 2 capital (together, "**Regulatory Capital**") that they hold on their balance sheets.

As at 31 March 2019, the Bank's total capital adequacy ratio was 16.0 per cent. and included AED 8.0 billion of Tier 1 capital notes issued by NBAD and FGB (comprising AED 4.0 billion Tier 1 capital notes issued by NBAD and AED 4.0 billion Tier 1 capital notes issued by FGB) to the Government's Department of Finance in February 2009. The Bank continuously evaluates its debt profile and may consider opportunities that arise from time to time to refinance and/or repay existing debt (including its subordinated debt). Any redemption of the Bank's existing subordinated debt may have a material and adverse effect on its capital base.

In addition, the HSA Law indicates that the UAE Central Bank shall establish a resolution framework for financial institutions, pursuant to which, in the case of a deficiency in an institution's financial position, the UAE Central Bank may take certain actions for the protection of the concerned institution and its depositors. These may include (without limitation) requesting a court to liquidate or declare bankrupt such institution, or prepare a plan for transfer of its assets and liabilities, in accordance with established laws. The timing and content for any such framework are uncertain. The exercise (or perceived likelihood of exercise) of any such action by the UAE Central Bank or any suggestion of such exercise could materially adversely affect the value of the Notes and could lead to holders losing some or all of their investment in the Notes.

Such regulations may limit the Bank's ability to increase its loan portfolio or raise capital or may increase the Bank's cost of doing business. Any further changes in laws or in UAE Central Bank regulations or policy and/or the manner in which they are interpreted or enforced may affect the Bank's reserves, revenues and performance and may have a material adverse effect on the Bank's

business, results of operations, financial condition and prospects. Furthermore, non-compliance with regulatory guidelines could expose the Bank to potential liabilities and fines. Although the Bank works closely with its regulators and continually monitors compliance with UAE Central Bank regulations and policy, future changes in regulation, fiscal or other policies cannot be predicted and are beyond its control.

For further detail on the Large Exposure Notice, the Retail Circular, the Mortgage Regulations, the Liquidity Notice, the HSA Law, the Consultation Document, the February 2017 Regulations and other UAE Central Bank circulars and regulations, see "*The United Arab Emirates Banking Sector and Regulations ó Recent Trends in Banking*".

Risks relating to the UAE and the Middle East

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

The UAE's economy, and the economy of Abu Dhabi in particular, is highly dependent upon oil revenue. While Abu Dhabi is actively promoting tourism and real estate and undertaking several large-scale development projects, the hydrocarbon sector (mining and quarrying) dominates Abu Dhabi's economy and contributed approximately 35.1 per cent. to nominal Abu Dhabi's GDP in 2015, 31.7 per cent. in 2016 and (according to preliminary estimates published by the Abu Dhabi Statistics Centre (the "**Statistics Centre**")) 35.9 per cent. in 2017, reflecting the lower oil price environment from mid-2014 onwards.

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

According to OPEC data, as at 31 December 2017, the UAE had approximately 6.6 per cent. of the world's proven crude oil reserves (giving it the sixth largest oil reserves in the world) (*source*: OPEC Annual Statistical Bulletin 2018) while, according to preliminary data produced by the FCSA, the hydrocarbon sector (mining and quarrying) accounted for 22.3 per cent. of the UAE's GDP in 2017 and crude oil, petroleum products and gas exports accounted for 15.1 per cent. of the total value of the UAE's exports of goods and services (including re-exports) in 2017. According to the OPEC website, the price of the OPEC Reference Basket has fluctuated significantly in recent years. During the second half of 2008 and into 2009, world oil prices fell approximately 70 per cent. from their peak level of U.S.\$137.0 per barrel of Murban crude reached in July 2008 to an average of approximately U.S.\$62.7 per barrel for the year ended 31 December 2009, before returning to an average of approximately U.S.\$105.9 per barrel for the year ended 31 December 2013. However, since July 2014, when the monthly average OPEC Reference Basket price per barrel was U.S.\$107.9, crude oil prices fell sharply by approximately 75 per cent. to a monthly average price of U.S.\$26.5 in January 2016. In recent years, crude oil prices have recovered slightly, with the monthly average price being U.S.\$62.9 per barrel in June 2019. Oil prices are expected to continue to fluctuate in the future in response to changes in many factors over which the Bank has no control. Factors that may affect the price of oil include, but are not limited to:

- < economic and political developments in oil producing regions, particularly in the Middle East;
- < global and regional supply and demand, and expectations regarding future supply and demand, for oil products;
- < the ability of members of OPEC and other crude oil producing nations to agree upon and maintain specified global production levels and prices;
- < the impact of international environmental regulations designed to reduce carbon emissions;

- < other actions taken by major crude oil producing or consuming countries;
- < prices and availability of alternative fuels, global economic and political conditions, prices and availability of new technologies using alternative fuels; and
- < global weather and environmental conditions.

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

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

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

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

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

This unrest has ranged from public demonstrations to, in extreme cases, armed conflict (including the multinational conflict with Islamic State (also known as Daesh, ISIS or ISIL)) and has given rise to increased political uncertainty across the region. Further, the UAE, along with other Arab states, is currently participating in the Saudi Arabian led intervention in Yemen which began in 2015 in response to requests for assistance from the Yemeni government against the Al Houthi militia. The UAE is also a member of another Saudi Arabian led coalition formed in December 2015 to combat Islamic extremism and, in particular, Islamic State. Additionally, in June 2017, a number of MENA countries including the UAE, the Kingdom of Saudi Arabia, the Kingdom of Bahrain and the Arab Republic of Egypt severed diplomatic relations with the State of Qatar, citing Qatar's alleged support

for terrorism and accusing Qatar of creating instability in the region. The termination of diplomatic relations included the withdrawal of ambassadors and imposing trade and travel bans.

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

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

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

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

Immediately following the Merger, the Government and related entities owned approximately 37 per cent. of the issued and outstanding shares of the Bank through two sovereign wealth funds, Abu Dhabi Investment Council ("**ADIC**") and Mubadala Investment Company ("**MIC**").

Pursuant to Abu Dhabi Law No. 14 of 2018 Concerning the Reorganisation of Abu Dhabi Investment Council (the "**Reorganisation Law**"), ADIC was dissolved and a new entity, Abu Dhabi Investment Council Company PJSC ("**ADIC PJSC**"), became the sole legal successor to ADIC and automatically assumed all assets and liabilities of ADIC (including its shares in the Bank). ADIC PJSC is 100 per cent. owned by MIC. Hence, as at the date of this Base Prospectus, the Government indirectly owns approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

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

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

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

The Notes will not be guaranteed by the Government or by any third party

As at the date of this Base Prospectus, the Government indirectly owns approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

Like any other shareholder, the Government has no legal obligation to provide additional funding for any of the Bank's future operations. The Government is not providing a guarantee of any of the Bank's obligations in respect of any Notes to be issued under the Programme, nor is the Government under any obligation to purchase any of the Bank's liabilities or guarantee any of the Bank's obligations, and Noteholders therefore do not benefit from any legally enforceable claim against the Government.

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

The Bank faces competition within the UAE for all of its products and services. The Bank competes primarily with a large number of other domestic banks in the UAE, some of which are also owned, directly or indirectly, by the governments of the relevant Emirates, government-related entities or members of the ruling families of the relevant Emirates. As at 31 March 2019, there were a total of 49 commercial banks registered in the UAE (*source*: UAE Central Bank). The Bank's main domestic competitors in terms of size of banking franchise and product and customer segments are Abu Dhabi Commercial Bank PJSC, Abu Dhabi Islamic Bank PJSC, Dubai Islamic Bank PJSC, Emirates NBD Bank PJSC, HSBC Bank plc, Mashreqbank psc and Standard Chartered Bank. In the UAE market, as at 31 March 2019, and according to the Interim Financial Statements and the publicly available financial statements of the Bank's main domestic competitors for the three months ended 31 March 2019, the Bank is the largest bank in the UAE by total assets. There can be no assurance that the Bank will be able to maintain its current market share in the future.

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

Further, the UAE could be viewed as an over-banked market, even by regional standards, with 49 different commercial banks (comprising 22 locally incorporated commercial banks and 27 foreign commercial banks) licensed to operate inside the UAE as at 31 March 2019 (excluding the Dubai International Financial Centre (the "**DIFC**")) (*source*: UAE Central Bank), serving a population estimated to be in the region of approximately 9.5 million people at the end of 2018 (*source*: Statistical Yearbook 2018 edition, United Nations Department of Economic and Social Affairs, Statistics Division). There has traditionally been little impetus for consolidation. However, the Merger has stimulated further movement towards greater consolidation amongst UAE banks. This has already

been observed in the three-way merger between Abu Dhabi Commercial Bank PJSC, Al Hilal Bank PJSC and Union National Bank PJSC which was completed on 1 May 2019. In June 2019, Dubai Islamic Bank PJSC announced that it would acquire Noor Bank PJSC. While such continued consolidation would increase the level of concentration in the domestic banking sector, they would also likely lead to a significant alteration of the competitive environment with fewer, larger locally incorporated banks competing for the larger financing transactions in the region with the foreign banks, which have tended to have comparatively larger franchises, with greater infrastructure and resources with which to absorb capital costs, such as information technology system development. See further "*The United Arab Emirates Banking Sector and Regulations ó Characteristics of the Banking System ó Historic lack of consolidation*".

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

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

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

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

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

each of which could adversely affect its business, financial condition and results of operations. Moreover, actual or anticipated changes in the Bank's credit rating may affect the market value of the 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 the 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 the Bank to U.S. dollar foreign exchange movements against the UAE dirham or other such currencies

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

which was followed on 21 December 2015 by the removal of the U.S. dollar peg against the Azerbaijani manat.

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

While the UAE Central Bank has, as recently as June 2016, re-iterated its intention to retain the UAE dirham peg against the U.S. dollar, there can be no assurance that the UAE dirham will not be de-pegged in the future or that the existing peg will not be adjusted in a manner that adversely affects the Bank's result of operations and financial condition. Additionally, any such de-pegging either in the UAE or across the wider region, particularly if such de-pegging is accompanied by the anticipated currency de-valuations against the U.S. dollar (as described above), could have an adverse effect on the Bank's business, results of operations, financial condition and prospects, and thereby affect the Bank's ability to perform its obligations in respect of any Notes issued under the Programme.

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

As at the date of this Base Prospectus, the Bank is not currently subject to corporation tax on its earnings within the UAE. However, investors should be aware that with effect from 1 January 2018, certain of the GCC states (including the UAE) have implemented a VAT regime at a rate of 5 per cent, with the remaining GCC states expected to implement VAT in 2019.

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.

As at the date of this Base Prospectus, it is not possible to accurately and fully predict the impact of the new VAT regime on the Bank's business, results of operations and financial condition. However, it is possible that, as a result of the introduction of VAT in the UAE, the Bank's costs will increase and its future profitability could be negatively affected.

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

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

Risks related to the structure of a particular issue of Notes

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

Notes subject to optional redemption by the Bank

The Bank may issue Notes which entitle the Bank to redeem such Notes prior to their maturity date at its option and at a price which may be less than the current market price of those Notes. An optional

redemption feature of the Notes is likely to limit their market value. During any period when the Bank may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Bank may be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments that may be available at that time.

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

Inverse Floating Rate Notes

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

Fixed/Floating Rate Notes

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

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

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

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the Official Journal of the EU on 29 June 2016 and the majority of its provisions have applied since 1 January 2018. The Benchmarks Regulation applies 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 Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

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

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. On 27 July 2017, and in subsequent speeches by FCA officials, the FCA confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcements**"). The FCA Announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

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

Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate ("**€STR**") expected to be published by the ECB by October 2019. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the European financial system.

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

Investors should be aware that, if a benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference such benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes set out in the Conditions. Depending on

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

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

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Reference Rate is determined, the ultimate fallback for the purposes of the calculation of the Rate of Interest for the relevant immediately following Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates, the involvement of an

Independent Adviser and the potential for further regulatory developments there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

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 ó Status of the Subordinated Notes*) requires each holder of Subordinated Notes unconditionally and irrevocably to waive any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of its Subordinated Notes.

Risks relating to Notes denominated in Renminbi

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

Renminbi is not completely freely convertible and there are significant restrictions on the remittance of Renminbi into and outside 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, including the Hong Kong dollar.

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

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

Although, starting 1 October 2016, the Renminbi has been added to the Special Drawing Rights basket created by the IMF and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China (the "**PBoC**") in 2018, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future 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. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Bank to source Renminbi to finance its obligations under RMB Notes.

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

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

While the PBoC has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), including, but not limited to, Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), 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 PBoC. The Renminbi Clearing Banks only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

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

Investment in RMB Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. 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 applicable 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 the regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. The RMB Notes may carry a fixed interest rate. Consequently, the trading price of such RMB Notes will vary with fluctuations in 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 depository, 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 applicable 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 applicable 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 gains derived by such non-PRC resident enterprise or individual holder from the transfer of RMB Notes but its implementation rules have reduced the enterprise income tax rate to 10 per cent. The PRC Individual Income Tax Law levies IIT at a rate of 20 per cent. of the gains derived by such non-PRC resident or 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 become subject to the 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 the EIT or IIT on capital gains derived from a sale or exchange of the Notes.

Therefore, if non-PRC enterprise or individual resident holders are required to pay PRC income tax on gains derived from the transfer of RMB Notes, unless there is an applicable tax treaty between the PRC and the jurisdiction in which such non-PRC enterprise or individual resident holders of RMB

Notes reside that reduces or exempts the relevant EIT or IIT, the value of their investment in RMB Notes may be materially and adversely affected.

Risks related to Notes generally

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

Modification

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change of law

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

Notes where denominations involve integral multiples: Definitive Notes

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

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

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

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

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

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

Under current Abu Dhabi law, the Abu Dhabi courts are unlikely to enforce an English court judgment without re-examining the merits of the claim and may not observe the parties' choice of

English law as the governing law of the transaction. In the UAE, foreign law is required to be established as a question of fact and the interpretation of English law by a court in the UAE may not accord with the interpretation of an English court. In principle, courts in the UAE recognise the choice of foreign law if they are satisfied that an appropriate connection exists between the relevant transaction agreement and the foreign law which has been chosen. They will not, however, honour any provision of foreign law which is contrary to public policy, order or morals in the UAE, or to any mandatory law of, or applicable in, the UAE.

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

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

The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the "**New York Convention**") entered into force in the UAE on 19 November 2006. In the absence of any other multilateral or bilateral enforcement convention, an arbitration award rendered in London should be enforceable in the UAE in accordance with the terms of the New York Convention. Under the New York Convention, the UAE has an obligation to recognise and enforce foreign arbitration awards, unless the party opposing enforcement can prove one of the grounds under Article V of the New York Convention to refuse enforcement, or the UAE courts find that the subject matter of the dispute is not capable of settlement by arbitration or enforcement would be contrary to the public policy of the UAE.

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

Resolution are both new and it is unclear how they will be applied by the UAE courts in practice. Accordingly, there is a risk that a non-UAE arbitral award will be refused enforcement by the UAE courts.

Reliance on Euroclear and Clearstream, Luxembourg procedures

The Notes of each Tranche will be represented on issue by a Global Note that will be deposited with a common depository 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 ó 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.

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, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU 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). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

FINAL TERMS, PRICING SUPPLEMENTS AND DRAWDOWN PROSPECTUSES

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

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

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained in the relevant Final Terms or, as applicable, the relevant Pricing Supplement, unless, in accordance with Article 16 of the Prospectus Directive, any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus, in which case such information, together with all of the other necessary information in relation to the relevant Series of Notes (other than Exempt Notes), may be contained in a Drawdown Prospectus or a supplement to the Base Prospectus.

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

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

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

FORMS OF THE NOTES

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

Bearer Notes

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

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

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

Temporary Global Note exchangeable for Permanent Global Note

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

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

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

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

Temporary Global Note exchangeable for Definitive Notes

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

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

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

If:

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

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under a deed of covenant dated 16 July 2019 (the "**Deed of Covenant**") executed by the Bank). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Permanent Global Note exchangeable for Definitive Notes

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

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

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

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

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

If:

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

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

Registered Notes

Subject as provided below in relation to Global Registered Notes, in respect of each Tranche of Notes issued in registered form, the Bank will deliver to each holder of such Notes an individual Registered Note and the name of the holder will be recorded in the register which the Bank shall procure to be kept by the Registrar. Registered Notes will be in substantially the forms (subject to amendment and completion) scheduled to a programme manual containing the forms of the Notes in global and definitive form and dated 16 July 2019 (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 depository for Euroclear and Clearstream, Luxembourg (or such other relevant clearing system).

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

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

available; or (b) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

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

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

If:

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

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

Terms and Conditions applicable to the Notes

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

Summary of provisions relating to the Notes in Global Form

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

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

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

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

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

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

Clearing System Accountholders

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other

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

Legend concerning U.S. persons

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

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

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

TERMS AND CONDITIONS OF THE NOTES

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

In the case of a Tranche of Notes which will not be admitted to listing, trading on a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as amended) in the European Economic Area 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 Directive 2003/71/EC (as amended or superseded, and including any relevant implementing measure in a relevant Member State of the European Economic Area) (the "**Prospectus Directive**"), a pricing supplement (a "**Pricing Supplement**") will be issued describing the final terms of such Tranche of Exempt Notes. Each reference in these terms and conditions to "**Final Terms**" shall, in the case of a Tranche of Exempt Notes, be read and construed as a reference to such Pricing Supplement unless the context requires otherwise.

1. Introduction

- (a) **Programme:** First Abu Dhabi Bank PJSC (the "**Bank**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.\$15,000,000,000 in aggregate principal amount of notes (the "**Notes**").
- (b) **Final Terms:** Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**") (other than a Tranche of Exempt Notes which is the subject of a Pricing Supplement). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as supplemented by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) **Agency Agreement:** The Notes are the subject of an amended and restated issue and paying agency agreement dated 16 July 2019 as amended or supplemented from time to time (the "**Agency Agreement**") between the Bank, Citibank N.A., London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Citigroup Global Markets Europe AG as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to each one of them.
- (d) **The Notes:** All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for inspection during normal business hours at the specified office of the Fiscal Agent, the initial specified office of which is set out in the Agency Agreement.

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

2. Interpretation

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

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

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

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

"**Business Day**" means:

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

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

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

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

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

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

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

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**), 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:

$$Fc\{ "Eqwpy"Htcevkkp" ? \frac{582 \cdot [4 \cdot [3 - 52 \cdot O_4 - O_3 - F_4 - F_3]}{582} \}$$

where:

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

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

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

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

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

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

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

$$F_c\{\text{"Eqwpy"}\text{"Htcevkqp"}\} = \frac{582 \times [4 - [3 - 52 \times O_4 - O_3 - F_4 - F_3]]}{582}$$

where:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;

- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Payment Business Day" means:

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

"Permitted Reorganisation" means:

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

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

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

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

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

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

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

"Rate Calculation Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign

exchange) in the applicable RMB Settlement Centre(s), London and the principal financial centre of the country of the Relevant Currency;

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

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

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

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

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

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

"**Registered Notes**" means Notes issued in registered form;

"**Regular Period**" means:

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

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

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

"Relevant Date" means, in relation to any payment, whichever is the later of: (i) the date on which the payment in question first becomes due; and (ii) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 20 (*Notices*);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"**Talon**" means a talon for further Coupons;

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

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

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

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

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

- (viii) any reference to the Agency Agreement and/or the Deed of Covenant shall be construed as a reference to the Agency Agreement and/or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. **Form, Denomination and Title**

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

4. **Transfers of Registered Notes**

- (a) **Transfers of Registered Notes:** A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (**provided that** such part is, or is an integral multiple of, the minimum denomination specified in the Final Terms) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.
- (b) **Issue of new Registered Notes:** Each new Registered Note to be issued upon the transfer of a Registered Note will, within five Relevant Banking Days of the day on which such Note was presented for transfer, be available for collection by each relevant holder at the Specified Office of the Registrar or, at the option of the holder requesting such transfer, be mailed (by uninsured post at the risk of the holder(s)

entitled thereto) to such address(es) as may be specified by such holder. For these purposes, a form of transfer received by the Registrar or the Fiscal Agent after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar or the Fiscal Agent until the day following the due date for such payment.

- (c) ***Charges for transfer or exchange:*** The issue of new Registered Notes on transfer will be effected without charge by or on behalf of the Bank, the Fiscal Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Bank, the Fiscal Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.
- (d) ***Closed Periods:*** Holders of Registered Notes may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.

5. Status

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

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

Each holder of a Subordinated Note unconditionally and irrevocably waives any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise

have, under the laws of any jurisdiction, in respect of such Note. No collateral is or will be given for the payment obligations under the Subordinated Notes and any collateral that may have been or may in the future be given in connection with other indebtedness of the Bank shall not secure the payment obligations of the Bank in respect of the Subordinated Notes.

6. Negative Pledge

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

So long as any Note remains outstanding, the Bank shall not, and shall procure that none of its Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness of the Bank or Guarantee (by the Bank) of Relevant Indebtedness of others, other than a Permitted Security Interest, without: (a) at the same time or prior thereto securing the Notes equally and rateably therewith; or (b) providing such other security for the Notes as may be approved by an Extraordinary Resolution of Noteholders.

In this Condition:

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

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

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

- (i) any Security Interest created or outstanding with the approval of an Extraordinary Resolution;
- (ii) any Security Interest arising by operation of law, **provided that** such Security Interest is discharged within 30 days of arising;
- (iii) any Security Interest arising in the ordinary course of banking transactions (such as sale and repurchase transactions and share, loan and bonding lending transactions) **provided that** the Security Interest is limited to the assets which are the subject of the relevant transaction;
- (iv) any Security Interest on assets or property existing at the time the Bank or any Subsidiary acquired such assets or property provided that such Security Interest was not created in contemplation of such acquisition and does not extend to other assets or property (other than proceeds of such acquired assets or property), **provided that** the maximum amount of Indebtedness thereafter secured by such Security Interest does

not exceed the purchase price of such property or the Indebtedness incurred solely for the purpose of financing the acquisition of such property;

- (v) any Security Interest securing Indebtedness of a Person and/or its Subsidiaries existing at the time that such Person is merged into or consolidated with the Bank or a Subsidiary, **provided that** such Security Interest was not created in contemplation of such merger or consolidation and does not extend to any other assets or property of the Bank or any Subsidiary;
- (vi) any Security Interest created in connection with any Non recourse Project Financing;
- (vii) any other Security Interest provided that the aggregate outstanding amount secured by that Security Interest and any other Security Interest permitted to be created and in effect under this Condition 6 (*Negative Pledge*) does not, at any time, exceed 10 per cent. of the aggregate share capital and reserves of the Bank as shown in its most recent audited consolidated (if then prepared by the Bank) or non consolidated (if consolidated financial statements are not then prepared by the Bank) financial statements prepared in accordance with International Financial Reporting Standards;
- (viii) any Security Interest existing on the date on which agreement is reached to issue the first Tranche of the Notes; and
- (ix) any renewal of or substitution for any Security Interest permitted by any of subparagraphs (i) to (viii) above (inclusive) so long as the Relevant Indebtedness secured by such Security Interest is for an amount not materially greater than the principal (and any capitalised interest and fees) of such Relevant Indebtedness and the Security Interest does not extend to any additional property or assets (other than the proceeds of such assets).

7. Fixed Rate Note Provisions

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

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

- (c) **Fixed Coupon Amount:** The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) **Calculation of interest amount:** The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified and in respect of the Calculation Periods relating to Adjusted RMB 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 ó Bearer Notes*) and Condition 12 (*Payments ó 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 ó 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:** If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be 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(e) (*Floating Rate Note Provisions ó Benchmark Replacement*).

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

- (i) Euro interbank offered rate ("**EURIBOR**");
 - (ii) London interbank bid rate ("**LIBID**");
 - (iii) London interbank offered rate ("**LIBOR**");
 - (iv) London interbank mean rate ("**LIMEAN**");
 - (v) Shanghai interbank offered rate ("**SHIBOR**");
 - (vi) Hong Kong interbank offered rate ("**HIBOR**");
 - (vii) Singapore interbank offered rate ("**SIBOR**");
 - (viii) Emirates interbank offered rate ("**EIBOR**");
 - (ix) Saudi Arabia interbank offered rate ("**SAIBOR**");
 - (x) Australia Bank Bill Swap ("**BBSW**");
 - (xi) Japanese Yen LIBOR ("**JPY LIBOR**");
 - (xii) Prague interbank offered rate ("**PRIBOR**");
 - (xiii) CNH Hong Kong interbank offered rate ("**CNH HIBOR**");
 - (xiv) Turkish Lira interbank offered rate ("**TRLIBOR**" or "**TRYLIBOR**");
 - (xv) Tokyo interbank offered rate ("**TIBOR**");
 - (xvi) British pound sterling LIBOR ("**GBP LIBOR**");
 - (xvii) Swiss franc LIBOR ("**CHF LIBOR**");
 - (xviii) Mumbai interbank offered rate ("**MIBOR**"); and
 - (xix) New Zealand bank bill benchmark ("**BKBM**").
- (d) **ISDA Determination:** If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either: (A) if the relevant Floating Rate Option is based on the **LIBOR** or on the **EURIBOR** for a currency, the first day of that Interest Period; or (B) in any other case, as specified in the relevant Final Terms.

(e) Benchmark Replacement

Notwithstanding the other provisions of this Condition 8 (*Floating Rate Note Provisions*), 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 applicable Final Terms when any Rate of Interest (or the relevant component part thereof) remains to be determined by such Reference Rate, then the following provisions shall apply:

- (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(e) (*Floating Rate Note Provisions ó 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(e) (*Floating Rate Note Provisions ó 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(e) (*Floating Rate Note Provisions ó Benchmark Replacement*));
- (iv) the Adjustment Spread (or the formula or methodology for determining the Adjustment Spread), shall be applied to the Successor Rate or the Alternative Reference Rate (as the case may be);

- (v) if any Successor Rate, Alternative Reference Rate or Adjustment Spread is determined in accordance with this Condition 8(e) (*Floating Rate Note Provisions ó 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(e)(vi): (x) the Bank shall vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice; and (y) the Agents shall (at the Bank's expense), without any requirement for the consent or sanction of Noteholders, be obliged to concur with the Bank in effecting such Benchmark Amendments.

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

- (vi) the Bank shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable) and the specific terms of any Benchmark Amendments, give notice to the Agents and, in accordance with Condition 20 (*Notices*), the Noteholders confirming: (A) that a Benchmark Event has occurred; (B) the Successor Rate or Alternative Reference Rate (as applicable); (C) any applicable Adjustment Spread; and (D) the specific terms of the Benchmark Amendments (if any);
- (vii) if, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest (or the relevant component thereof) on the immediately following Interest Determination Date, no Successor Rate or Alternative Reference Rate (as applicable) is determined pursuant to this provision, then the Rate of Interest (or the relevant component part thereof) shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period). For the avoidance of doubt, this Condition 8(e)(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(e) (*Floating Rate Note Provisions ó Benchmark Replacement*); and
- (viii) the Independent Adviser appointed pursuant to this Condition 8(e) (*Floating Rate Note Provisions ó Benchmark Replacement*) shall act and make all determinations pursuant to this Condition 8(e) (*Floating Rate Note*

Provisions ó 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(e) (*Floating Rate Note Provisions ó Benchmark Replacement*).

For the purposes of this Condition 8(e) (*Floating Rate Note Provisions ó 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 relevant 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(e) (*Floating Rate Note Provisions ó 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 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 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 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 the relevant Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or (v) 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, in the case of (ii), (iii) and (iv) above, the Benchmark Event shall occur on the date of the cessation of publication of the relevant Reference Rate, the discontinuation of the relevant Reference Rate, or the prohibition of use of the relevant Reference Rate, as the case may be, and not the date of the relevant public statement;

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

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

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

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

- (f) ***Maximum or Minimum Rate of Interest:*** If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise specified in the Final Terms, the Minimum Rate of Interest for Floating Rate Notes shall be zero.
- (g) ***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.

- (h) **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.
- (i) **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.
- (j) **Notifications etc.:** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8(j) (*Floating Rate Note Provisions ó 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.
- (k) **Linear Interpolation:** Where Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the relevant Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the relevant Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period **provided however that** if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

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

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

9. **Zero Coupon Note Provisions**

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

10. **Redemption and Purchase**

- (a) **Scheduled redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments ó Bearer Notes*) and Condition 12 (*Payments ó 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 ó 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 ó Redemption for tax reasons*), the Bank shall be bound to redeem the Notes in accordance with this Condition 10(b) (*Redemption and Purchase ó 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 ó 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 ó 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 ó 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 ó 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 ó 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 ó Scheduled redemption*) to 10(e) (*Redemption and Purchase ó Redemption at the option of Noteholders*) above.
- (g) **Early redemption of Zero Coupon Notes:** Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(g) (*Redemption and Purchase ó 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 ó Purchase*) above (together with all unmatured coupons cancelled therewith) shall be forwarded to the Fiscal Agent and cannot be reissued or resold.

11. **Payments ó Bearer Notes**

This Condition 11 (*Payments ó 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 ó Bearer Notes ó 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 ó Bearer Notes ó 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 ó Bearer Notes ó 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 ó Bearer Notes ó 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 ó Redemption for tax reasons*), Condition 10(c) (*Redemption and Purchase ó Redemption at the option of the Bank*), Condition 10(e) (*Redemption and Purchase ó 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 ó Bearer Notes ó 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.

- (1) ***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 of Registered Notes**

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

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

- (c) **Payments subject to fiscal laws:** All payments in respect of the Registered Notes are subject in all cases to: (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Registered Noteholders in respect of such payments.
- (d) **RMB Currency Event:** If "RMB Currency Event" is specified as being applicable in the relevant Final Terms and an RMB Currency Event, as determined by the Bank acting in good faith and in a commercially reasonable manner, exists on a date for payment of any amount in respect of any Registered Note, the Bank's obligation to make a payment in RMB under the terms of the Registered Notes may be replaced by an obligation to pay such amount in the Relevant Currency (as specified in the relevant Final Terms) converted using the Spot Rate for the relevant Rate Calculation Date. Upon the occurrence of an RMB Currency Event, the Bank shall give notice as soon as practicable to the Noteholders in accordance with Condition 20 (*Notices*) stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.
- (e) **RMB account:** Notwithstanding the foregoing, all payments in respect of any Registered Note in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in the applicable RMB Settlement Centre(s) in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in the applicable RMB Settlement Centre(s)).
- (f) In this Condition 12 (*Payments of 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 ó Events of Default for Senior Notes ó Unsatisfied judgment*) to 14(a)(vii) (*Events of Default ó Events of Default for Senior Notes ó 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 ó 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 ó Event of Default for Subordinated Notes ó Non-payment*) or 14(b)(iii) (*Events of Default ó Event of Default for Subordinated Notes ó 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 of Bearer Notes or Payments in New York City*), a paying agent with a Specified office in New York City.

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

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

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

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

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

19. **Further Issues**

The Bank may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue (so that, for the avoidance of

doubt, references in the conditions of such notes to "Issue Date" shall be to the first issue date of the Notes)), and so as to form a single series with the Notes.

20. Notices

- (a) **Bearer Notes:** Notices to holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.
- (b) **Registered Notes:** Notices to holders of Registered Notes will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an address overseas) by airmail to them (or the first named of joint holders) at their respective addresses recorded in the register kept by the Registrar, and will be deemed to have been given on the fourth business day after the date of such 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 ó 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 ó Option to litigate*), any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes, the Receipts and/or the Coupons (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with them) (a "**Dispute**") shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("**LCIA**") Arbitration Rules (the "**Rules**"), which Rules (as

amended from time to time) are incorporated by reference into this Condition. For these purposes:

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

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

Notwithstanding Condition 22(b) (*Governing Law and Dispute Resolution ó 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 ó Effect of exercise of option to litigate*) and, subject as provided below, any arbitration commenced under Condition 22(b) (*Governing Law and Dispute Resolution ó Agreement to arbitrate*) in respect of that Dispute will be terminated. Each of the Noteholder and the recipient of such notice will bear its own costs in relation to the terminated arbitration.

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

- (i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;
- (ii) his entitlement to be paid his proper fees and disbursements; and
- (iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

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

In the event that a notice pursuant to Condition 22(c) (*Governing Law and Dispute Resolution ó 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 ó 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, One Knightsbridge, London, SW1X 7LY, 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 2002/92/EC (as amended or superseded, the "Insurance Mediation 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 Directive. 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.]

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

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

FORM OF FINAL TERMS

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

Hkpcn"Vgt ou"fcvgf"]É_

First Abu Dhabi Bank PJSC

Legal entity identifier (LEI): 2138002Y3WMK6RZS8H90

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

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

Euro Medium Term Note Programme

PART A ó 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 16 July 2019]cpf"vjg"uwr rng o gpvcn"Dcug"Rtqurgetwu"fcvgf"]É_ which [together] constitute[s] a base prospectus (the "Base Prospectus") for the purposes of Directive 2003/71/EC (as amended or superseded, and including any relevant implementing measure in a relevant Member State of the European Economic Area) (the "Prospectus Directive"). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes

of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [and its supplement(s)].

Full information on the Bank and the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. 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 ó Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates and the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated [original date] [and the supplement to it dated [date]] which are incorporated by reference in the Base Prospectus dated 16 July 2019. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (as amended or superseded, and including any relevant implementing measure in a relevant Member State of the European Economic Area) (the "**Prospectus Directive**") and must be read in conjunction with the Base Prospectus dated 16 July 2019 [and the uwr rng o gpvcn"Rtqur gevwu" fcvgf"]É_ " y jkej"]vqi gvjgt_ "eqpvkvwvg]u_ " a base prospectus for the purposes of the Prospectus Directive, as amended, save in respect of the Conditions.

Full information on the Bank and the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus dated 16 July 2019 [and the supplemental Prospectuses dated]É_ "cpf"]É_ "Eqrkgu"qh"vjg"Dcug"Rtqur gevwu"]cpf"vjg"uwr rng o gpvcn"Rtqur gevwu_ "cpf"vjg"Hkpcn"Vgt ou" 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 ó 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:] |]É_ |
| | (ii) [Tranche Number:] |]É_ |
| | (iii) [Date on which the Notes become fungible:] |]É_]Pqv"Cr rnkcedng_ |
| 3. | Specified Currency or Currencies: |]É_ |
| 4. | Aggregate Nominal Amount: | |
| | (i) [Series:] |]É_ |
| | (ii) [Tranche:] |]É_ |
| 5. | Issue Price: |]É_ " rgt" egpv" qh" vjg" Ci itgicvg" Pq okpcn" Co qwpv"]rnwu" ceetwgf" kpvgtguv" htq o"]É_]Pqv" urgekkgf_ |
| 6. | (i) Specified Denominations: |]É_ |

- (ii) Calculation Amount:]É_
7. (i) [Issue Date:]]É_
- (ii) [Interest Commencement Date:]]É_ lkuuwg" Fcvg lPqv" Cr rnkecdng_
8. Maturity Date:]É_
9. Interest Basis:]É_ " rgt" egpv0" Hkzgf" Tcvg_
]É_ - l-]É_ " rgt" egpv0" Hnqcvkpi " Tcvg_
[Zero Coupon]
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.
11. Change of Interest or Redemption/Payment Basis: [Applicable/Not Applicable]
12. Put/Call Options: [Not Applicable]
[Investor Put]
[Issuer Call]
13. (i) Status of the Notes: [Senior/Subordinated]
- (ii) [Date [Board] approval for issuance of Notes obtained:]É_
- (iii) [Date UAE Central Bank approval for issuance of Subordinated Notes obtained:]É_

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest:]É_ " rgt" egpv0" rgt" cppwo"]rc{cdng"
[annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s):]É_ "kp" gcej" {gct
- (iii) [First Interest Payment Date:]É_
- (iv) Fixed Coupon Amount[(s)]:]É_ " rgt" Ecnwncvkqp" C o qwpv_ l] Pqv" Cr rnkecdng_
- (v) Broken Amount(s):]É_ l] Pqv" Cr rnkecdng_
- (vi) Day Count Fraction: [30/360]
[Actual/Actual (ICMA/ISDA)]
[Actual/365 (Fixed)]

- (vii) Determination Dates:]É_ "kp" gcej" { gct_/[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:]É_
- (ii) Specified Interest Payment Dates:]É_."uwdlgev"vq" cflwuv o gpv"kp" ceeqtfcepg" ykvj"vjg" Business Day Convention set out in (v) below, not subject to adjustment, as the Business Day Convention in (v) below is specified to be Not Applicable]
- (iii) [First Interest Payment Date:]É_
- (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):]É_]Pqv"Cr rnkcedng_
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Fiscal Agent]):]É_ "ujcnn"dg"vjg" Ecnewnckqp" C i gpv_
- (viii) Screen Rate Determination:
- < Reference Rate: [LIBOR]/[EURIBOR]/[LIBID]/[LIMEAN]/[SHIBOR]/[HIBOR]/[SIBOR]/[EIBOR]/[SAIBOR]/[BBSW]/[JPY LIBOR]/[PRIBOR]/[CNH HIBOR]/[TRLIBOR or TRYLIBOR]/[TIBOR]/[GBP LIBOR]/[CHF LIBOR]/[MIBOR]/[BKBM]
 - < Interest Determination Date(s):]É_
 - < Relevant Screen Page:]É_
 - < Relevant Time:]É_
 - < Relevant Financial Centre:]É_

- (ix) ISDA Determination:
 - < Floating Rate Option:]É_
 - < Designated Maturity:]É_
 - < Reset Date:]É_
- (x) Margin(s):]É_ "rgt"egpv0"rgt"cppw o
- (xi) Minimum Rate of Interest:]É_ "rgt"egpv0"rgt"cppw o
- (xii) Maximum Rate of Interest:]É_ "rgt"egpv0"rgt"cppw o
- (xiii) Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/365]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360]
[Eurobond basis]
- (xiv) Linear Interpolation: [Not Applicable/Applicable ó the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]

16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]

- (i) Accrual Yield:]É_ "rgt"egpv0"rgt"cppw o
- (ii) Reference Price:]É_
- (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]

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable/Not Applicable]

- (i) Optional Redemption Date(s):]É_
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):]É_ "rgt"Ecnewncvkqp"C o qwpv

- (iii) If redeemable in part:
- (a) Minimum Redemption Amount:]É_ "rgt"Ecnewncvkqp"C o qwpv
- (b) Maximum Redemption Amount:]É_ "rgt"Ecnewncvkqp"C o qwpv
- (iv) Call option notice period:]É_
18. **Put Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s):]É_
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):]É_ "per Calculation Amount
- (iii) Put option notice period:]É_
19. **Final Redemption Amount of each Note** 100 per cent. of their nominal amount
20. **Early Redemption Amount** [Applicable/Not Applicable]
- Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default:]É_ "rgt"Ecnewncvkqp"C o qwpv

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]É_ "fc{u}"pqvkeglcv" cp{ " time/in the limited circumstances specified in the Permanent Global Note.]
- [Temporary Global Note exchangeable for Fghkpkvkxg"Pqvgu"qp"]É_ "fc{u}"pqvkegl_
- [Permanent Global Note exchangeable for Fghkpkvkxg"Pqvgu"qp"]É_ "fc{u}"pqtice/at any time/in the limited circumstances specified in the Permanent Global Note.]
- Registered Notes:
- [Global Registered Notes exchangeable for Kpfkxkfwcn" Tgikuvgtgf" Pqvgu"qp"]É_ "fc{u}"pqvkeglcv" any time/in the limited circumstances specified in the Global Registered Note.]

22. Additional Financial Centre(s):]É_1]Pqv"Cr rnkecdng_
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):]É_1]Pqv"Cr rnkecdng_
25. RMB Currency Event: [Applicable]/[Not Applicable]
26. Relevant Currency for Condition 11(k)/12(d):]É_1]Pqv"Cr rnkecdng_
27. Relevant Spot Rate Screen Pages for Condition 11(k)/12(d): (i) Relevant Spot Rate Screen Page (Deliverable Dcuku+<"]É_1]Pqv"Cr rnkecdng_
- (ii) Relevant Spot Rate Screen Page (Non-fgnkxgtcdng"Dcuku+<"]É_1]Pqv"Cr rnkecdng_
28. Party responsible for calculating the Spot Rate for Condition 11(k)/12(d):]É_ "*vjg"\$**Calculation Agent**")]/[Not Applicable]

29. **THIRD PARTY INFORMATION**

]]É_" jcu" dggp" gzvtcevgf" htq o"]É_0" " Vjg" Bank confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information rwdnkujgf"d{"]É_. no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable]

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

By:
Duly Authorised

By:
Duly Authorised

PART B ó 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 qp"]É_" ykvj" ghggev" htq o"]É_0_" "]Cr rnkecvkqp" ku" expected to be made by the Bank (or on its behalf) for the Notes to be admitted to trading on]É_" ykvj" ghggev" htq o"]É_0_"
- (ii) Estimate of total expenses related to admission to trading:]É_

2. RATINGS

Ratings: [The Notes to be issued have not been rated]/[The Notes to be issued have been rated:]
]Hkvej<""]É_
]Oqqf{)u<""]É_
[S&P:]É_

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

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

4. [REASON[S] FOR THE OFFER]

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

5. [Fixed Rate Notes only ó YIELD

Indication of yield:]É_

6. U.S. SELLING RESTRICTIONS

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

7. OPERATIONAL INFORMATION

ISIN:]É_

Common Code:]É_

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):]É_]Pqy"Crnkecdng_

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

8. 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) 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 2002/92/EC (as amended or superseded, the "Insurance Mediation 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 Directive. 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.]

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

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

FORM OF PRICING SUPPLEMENT

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

Rtkkpi "Uwr rng o gpv" fcvgf"]É_

No base prospectus is required to be produced in accordance with Directive 2003/71/EC (as amended or superseded, and including any relevant implementing measure in a relevant Member State of the European Economic Area) (the "Prospectus Directive") for this issue of Notes described below and, accordingly, the Notes issued as described below are not required to, and do not comply with, the Prospectus Directive as so amended. The FCA has neither approved nor reviewed the information contained in this Pricing Supplement.

First Abu Dhabi Bank PJSC

Legal entity identifier (LEI): 2138002Y3WMK6RZS8H90

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

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

Euro Medium Term Note Programme

PART A ó CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated 16 July 2019 [and the supplemental Base Rtqur gevwu" fcvgf"]É_0"V jku" fqew o gpv" eqpvkvwvgu" vjg" rtkkpi" uwr rng o gpv" tgnckpi" vq" vjg" kuuwg" qh" Pqygu" described herein and must be read in conjunction with the Base Prospectus [and its supplement(s)]. This Pricing Supplement must be read in conjunction with the Base Prospectus [as so supplemented].

In order to get the full information on the Bank and the Notes described herein, this Pricing Supplement must be read in conjunction with the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is] [are] available for viewing at the market news

8. Maturity Date:]É_
9. Interest Basis:]]É_"rgt"egpv0"Hkzgf"Tcvg_
]]É_"-l-]É_"rgt"egpv0"Hnqcvkpi"Tcvg_
[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:]É_
- (iii) [Date UAE Central Bank approval for issuance of Subordinated Notes obtained:]É_

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest:]É_"rgt"egpv0"rgt"cppwo"]rc{cdng"
[annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s):]É_"kp"gcej" {gct
- (iii) [First Interest Payment Date:]É_
- (iv) Fixed Coupon Amount[(s)]:]]É_"per Calculation Amount]/[Not Applicable]
- (v) Broken Amount(s):]É_]Pqv"Cr rnkcedng_
- (vi) Day Count Fraction: [30/360]
[Actual/Actual (ICMA/ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[specify other]
- (vii) Determination Dates:]]É_"kp"gcej" {gct_/ [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:]É_
- (ii) Specified Interest Payment Dates:]É_." uwdlgev" vq" cflwuv o gpv" kp" ceeqtf cpeg" ykvj" the Business Day Convention set out in (v) below/, not subject to adjustment, as the Business Day Convention in (v) below is specified to be Not Applicable]
- (iii) [First Interest Payment Date:]É_
- (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):]]É_1Pqv"Cr rnkcedng_
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Fgvgt okpcvkqp]]É_
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Fiscal Agent]):]]É_"ujcnn"dg"vjg"Ecnewncvkqp"Ci gpv_
- (viii) Screen Rate Determination:
- < Reference Rate: [LIBOR]/[EURIBOR]/[LIBID]/[LIMEAN]/[SHIBOR]/[HIBOR]/[SIBOR]/[EIBOR]/[SAIBOR]/[BBSW]/[JPY LIBOR]/[PRIBOR]/[CNH HIBOR]/[TRLIBOR or TRYLIBOR]/[TIBOR]/[GBP LIBOR]/[CHF LIBOR]/[MIBOR]/[BKBM]/[specify other Reference Rate]]
- < Interest Determination Date(s):]É_
- < Relevant Screen Page:]É_
- < Relevant Time:]É_
- < Relevant Financial Centre:]É_
- (ix) ISDA Determination:
- < Floating Rate Option:]É_
- < Designated Maturity:]É_

- < Reset Date:]É_
- (x) Margin(s):]É_"rgt"egpv0"rgt"cppwo
- (xi) Minimum Rate of Interest:]É_"rgt"cent. per annum
- (xii) Maximum Rate of Interest:]É_"rgt"egpv0"rgt"cppwo
- (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]
- (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 ó the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (i) Accrual Yield:]É_"rgt"egpv0"rgt annum
- (ii) Reference Price:]É_
- (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]
- (iv) Any other formula/basis for determining amounts payable for Zero Coupon Notes which are Exempt Notes:]É_

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s):]É_
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):]É_"rgt"Ecnewncvkqp"C o qwpv_1]specify other]
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount:]É_"rgt"Ecnewncvkqp"C o qwpv
- (b) Maximum Redemption Amount:]É_"rgt"Ecnewncvkqp"C o qwpv
- (iv) Call option notice period:]É_
18. **Put Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s):]É_
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):]É_"rgt"Ecnewncvkqp"C o qwpv_1]specify other]
- (iii) Put option notice period:]É_
19. **Final Redemption Amount of each Note**]É_"rgt"Ecnewncvkqp"C o qwpv_1]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:]É_"rgt"Ecnewncvkqp"C o qwpv_1]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 Definitixg" Pqvgu"qp"]É_"fc{u}"pqvkeglcv"cp{" time/in the limited circumstances specified in the Permanent Global Note.]
- [Temporary Global Note exchangeable for Fghkpkvkxg" Pqvgu"qp"]É_"fc{u}"pqvkeg0_
- [Permanent Global Note exchangeable for Definitive Notes on]É_"fc{u}"pqvkeglcv"cp{" time/in the limited circumstances specified in the Permanent Global Note.]

Registered Notes:

[Global Registered Notes exchangeable for
kpfkxkfwcn" Tgikuvgtgf" Pqvgu" qp"]É_" fc{u)"
notice/at any time/in the limited circumstances
specified in the Global Registered Note]

22. Additional Financial Centre(s):]É_1]Pqv"Cr rnkcdng_
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):]É_1]Pqv"Applicable]
25. RMB Currency Event: [Applicable]/[Not Applicable]
26. Relevant Currency for Condition 11(k)/12(d):]É_1]Pqv"Cr rnkcdng_
27. Relevant Spot Rate Screen Pages for Condition 11(k)/12(d): (i) Relevant Spot Rate Screen Page *Fgnkxgtcdng" Dcuku+<" "]É_1]Pqv" Applicable]
(ii) Relevant Spot Rate Screen Page (Non-fgnkxgtcdng" Dcuku+<" "]É_1]Pqv" Applicable]
28. Party responsible for calculating the Spot Rate for Condition 11(k)/12(d):]É_" *vjg" \$Calculation Agent")]/[Not Applicable]
29. Other terms or special conditions:]É_1]Pqv"Cr rnkcdng_

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

By:
Duly Authorised

By:
Duly Authorised

PART B 6 OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading:]Vjg"Pqygu"vq"dg"kuuwgf"ctg"wpnkuvgf_1]É_
- (ii) Estimate of total expenses related to admission to trading:]É_1]Pqv"Applicable]

2. RATINGS

Ratings: [The Notes to be issued have not been rated]/[The Notes to be issued have been rated:]
]Hkvej<""]É_
]Oqqf {)u<""]É_
[S&P:]É_

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

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

4. [REASON[S] FOR THE OFFER]

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

5. [Fixed Rate Notes only 6 YIELD

Indication of yield:]É_

6. 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 [Applicable]/[Not Applicable]

Retail Investors:

7. **OPERATIONAL INFORMATION**

ISIN:]É_

Common Code:]É_

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):]É_

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

8. **THIRD PARTY INFORMATION**

]]É_"jcu"dggp"gzvtcevgf"htqo"]É_0"Vjg"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 d{"]É_. no facts have been omitted which would render the reproduced information inaccurate or misleading]/[Not Applicable]

USE OF PROCEEDS

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

DESCRIPTION OF THE BANK

Overview

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

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

Following the Merger, the Bank's principal shareholder was the Government which held (through the wholly-owned ADIC and MIC) approximately 37 per cent. of the issued and outstanding shares of the Bank. Pursuant to the Reorganisation Law, ADIC was dissolved and ADIC PJSC became the sole legal successor to ADIC and automatically assumed all assets and liabilities of ADIC (including its shares in the Bank). ADIC PJSC is 100 per cent. owned by MIC. Hence, as at the date of this Base Prospectus, the Government indirectly owns approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

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

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

As at 31 March 2019, and according to the Interim Financial Statements and the publicly available financial statements of the Bank's main domestic and regional competitors for the three months ended 31 March 2019, the Bank is the largest bank in the UAE, in addition to being the second largest bank in the GCC, in each case by total assets. As at 31 March 2019, the Bank had total assets of AED 733.2 billion, total net loans and advances of AED 359.0 billion and total customer accounts and other deposits of AED 432.8 billion. For the three months ended 31 March 2019, the Bank's net profit was AED 3.1 billion.

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

- ◁ **Corporate and Investment Banking ("CIB")**: the CIB segment covers the Group's corporate and institutional clients through dedicated client sub-segments including institutional banking, corporate banking and a financial institutions group. The CIB segment offers a broad range of products and services to corporate and investment banking clients within the UAE and internationally including credit facilities, global transaction services, corporate finance, Islamic finance and global markets products. For the three months ended 31 March 2019,

AED 2,805.4 million, or 56.8 per cent., of the Group's operating income for the period and AED 1,843.0 million, or 58.5 per cent., of the Group's net profit for the period was attributable to the CIB segment;

- ◁ **Personal Banking Group ("PBG")**: the PBG segment targets mass market, affluent, high-net-worth, Islamic finance and small-to-medium enterprise ("SME") customers through a wide range of diverse distribution and sales channels, including mobile and internet banking, branches and direct sales agents and through its banking subsidiaries. Product offerings range from day-to-day banking products such as current accounts, deposits, credit cards and loans to more sophisticated investment solutions and business banking products and services. The PBG segment is structured to maximise expertise and focus on key areas, with dedicated teams for major customer segments, products and channels. For the three months ended 31 March 2019, AED 1,743.9 million, or 35.3 per cent., of the Group's operating income for the period and AED 915.3 million, or 29.1 per cent., of the Group's net profit for the period was attributable to the PBG segment;
- ◁ **Subsidiaries**: the subsidiaries segment represents the financial results of the Bank's principal operating subsidiary entities across real estate management, Islamic finance, credit card finance, brokerage and fund management. The segment includes the financial results of the following subsidiaries: FAB Properties Sole Proprietorship LLC ("**FAB Properties**"), Mismak Properties Sole Proprietorship LLC ("**Mismak**"), First Abu Dhabi Bank Securities LLC ("**FAB Securities**") and First Gulf Libyan Bank. For the three months ended 31 March 2019, AED 32.7 million, or 0.7 per cent. of the Group's operating income for the period and AED 71.4 million, or 2.3 per cent. of the Group's net profit for the period was attributable to the subsidiaries segment; and
- ◁ **Head office**: the head office segment provides centralised human resources, information technology ("**IT**"), operations, finance, strategy, investor relations, risk management, credit management, corporate communications, legal and compliance, internal audit, procurement, treasury operations, integration management office and administrative support to all of the Group's distinct businesses units. For the three months ended 31 March 2019, AED 360.2 million, or 7.3 per cent., of the Group's operating income for the period and AED 319.6 million, or 10.1 per cent., of the Group's net profit for the period was attributable to the head office segment.

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

The Bank is registered in accordance with the CCL and is licensed to operate as a commercial bank in the UAE and is regulated by the UAE Central Bank. The Bank's registered office is at FAB Building, Khalifa Business Park 6 Al Qurm District, P.O. Box 6316, Abu Dhabi, UAE and its telephone number is +971 (0) 2 305 3012.

As at 31 March 2019, the Bank had 69 branches and pay offices, 10 cash offices and a network of 568 automated teller machines ("**ATMs**") in the UAE, with the majority in Abu Dhabi and Dubai. Additionally, as at 31 March 2019, the Bank had a strong international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices. The Bank also offers services to individuals and corporate customers through a diverse range of alternate distribution channels including its internet banking, phone and SMS banking systems and through the Group's mobile apps.

Strengths

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

The Merger created a leading local and regional financial institution with total assets of AED 733.2 billion, total net loans and advances of AED 359.0 billion and total customer accounts and other deposits of AED 432.8 billion, representing the largest financial institution in the UAE and the second largest in the GCC, as at 31 March 2019. The combination of two, best-in-class and complementary consumer and wholesale banking businesses (comprising NBAD, one of the leading wholesale banks in the UAE with a significant international footprint, and FGB, a market-leading consumer banking franchise) significantly enhances the value proposition that the Bank is able to offer its customers.

The Bank has one of the largest customer bases in the UAE and maintains one of the largest domestic distribution networks. This distribution network offers significant opportunities to attract additional clients and expand the Bank's range of products and services to existing clients. As at 31 March 2019, the Bank had one of the largest branch networks in the UAE, comprising 69 branches and pay offices, 10 cash offices and a network of 568 ATMs, together with tele-banking, internet banking and mobile banking platforms.

The Bank's dominant market position throughout the UAE and wider GCC region reflects the Bank's focus on high quality customer service, creation of innovative products and services, in addition to, the strength of its offering and its established track record in both consumer and wholesale banking.

The significant scale of the Bank post-Merger has enabled the Bank to derive tangible synergistic benefits, including greater economies of scale and cost efficiencies as a result of the consolidation of common businesses, the integration of IT platforms and banking systems and the reduction (and, in some cases, closure) of overlapping branch locations. The Bank's executive management anticipates that operating cost synergies of approximately AED 1.5 billion attributable to the Merger will be realised by 2020. The Bank has also derived revenue synergies as a result of its increased financial strength, with a greater ability to achieve revenue growth by virtue of its broader product and customer diversification, giving the Bank a strong platform for sustained profitability in its core banking markets in addition to making the Bank uniquely placed to capture new growth opportunities.

Broad regional and international network

In the UAE, the Bank is the leading financial institution with a broad portfolio of conventional and Islamic consumer and wholesale products, an extensive distribution network and well-established relationships with its broad client base. The Bank has one of the largest customer bases in the UAE and maintains one of the largest domestic distribution networks. This distribution network offers significant opportunities to attract additional clients and further expand the Bank's range of products and services to existing clients. As at 31 March 2019, the Bank had 69 branches and pay offices, 10 cash offices and a network of 568 ATMs throughout the UAE with a suite of alternate banking channels, including internet banking, mobile banking channels and SMS alerts.

Internationally, the Bank has a strong international presence across five continents through its subsidiaries or affiliate entities and its branches and representative offices (including operations in Qatar which the Bank is in the process of closing).

This broad geographical footprint provides opportunities for the Bank to grow its product and service offering, in addition to developing its existing client base and leveraging off the Bank's well established domestic operations.

Strong capital base and liquidity

As at 31 March 2019, the Bank had a total capital adequacy ratio of 16.0 per cent., a Tier 1 capital adequacy ratio of 14.8 per cent. and a Tier 2 capital adequacy ratio of 1.1 per cent., calculated in each case in accordance with UAE Central Bank guidelines. As part of the gradual introduction of Basel III in the UAE, and pursuant to the February 2017 Regulations and the Accompanying Standards, effective from 1 January 2019, the Bank is required by the UAE Central Bank to maintain a minimum total capital adequacy ratio of 14.5 per cent. Included within this UAE Central Bank prescribed minimum total capital adequacy ratio, the Bank, as a D-SIB, is required, effective from 1 January 2019, to maintain a Common Equity Tier 1 buffer of 1.50 per cent. In addition to the minimum capital adequacy ratio of 14.5 per cent., a counter-cyclical buffer is applicable to the Bank which is determined based on the basis of the geographical distribution of assets and the counter-cyclical capital buffer applicable in such jurisdictions. The Bank's capital adequacy ratio has been bolstered by the issuance by each of NBAD and FGB of AED 4.0 billion of Tier 1 capital notes in February 2009, as well as by the issuance by NBAD of U.S.\$750 million perpetual Tier 1 capital securities in July 2015, which are accounted for as equity in accordance with IAS 32 *Financial Instruments ó Presentation*. The Bank also maintains a strong liquidity position with a LCR of 117.1 per cent. and loan to deposit ratio of 83.0 per cent. as at 31 March 2019. As at 31 March 2019, the Bank had cash and balances with central banks of AED 139.8 billion.

The LCR requires that banks have sufficient HQLAs in their liquidity buffer to cover the difference between expected cash outflows and expected capped cash inflows over a 30-day stressed period. The Basel III Reforms require that the minimum value of the ratio is 100 per cent. (i.e., an institution's stock of HQLAs should at least equal total net cash outflows) while the UAE Central Bank introduced LCR for the relevant UAE banks in a phased manner, setting an initial benchmark of 60 per cent. upon commencement of LCR compliance, increasing to 100 per cent. as of 1 January 2019. As at 31 March 2019, the Bank held a portfolio of net HQLAs valued at AED 196.8 billion and had a LCR of 117.1 per cent. The Bank believes that its adherence to the LCR criteria will ensure that it is well equipped to absorb any unanticipated systemic shocks to the UAE or MENA economies or banking sectors. See also "*Risk Factors ó Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme ó Liquidity risks ó The Bank's cash flow from its operations may not be sufficient at all times to meet its contractual and contingent payment obligations*".

The Bank believes that the benefits of its strong capital and liquidity profile will, principally, be two-fold; with its sound capital base and a well-diversified business mix and funding profile better positioning the Bank to meet increasing regulatory demands, while the Bank's larger capital base and increased underwriting capacity will enable it to better serve UAE corporates with international ambitions and to better support international companies operating in the UAE.

Supportive principal shareholder

As at the date of this Base Prospectus, the Bank's principal shareholder is the Government, which indirectly holds approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

The Government was instrumental in the founding of each of NBAD and FGB and in supporting the Merger, with each of NBAD and FGB maintaining very strong working relationships with the Government, a situation which the Bank expects to continue post-Merger. Government support for the Bank (and, historically, for NBAD and FGB) has typically manifested itself in many ways such as Government controlled entities engaging the Bank (and, formerly, NBAD and FGB) in new business opportunities and remaining as long-standing clients of each institution. Furthermore, in common with other regional governments, the Government provided financial support to its local banks, including each of NBAD and FGB, during the 2008 global financial crisis which helped domestic banks to

maintain liquidity and achieve a high capital adequacy ratio, well above the UAE Central Bank guidelines. The historic financial support and continued strong business relationships with the Government has, historically, helped to stabilise the performance of each of NBAD and FGB in turbulent economic periods and to enhance customer and market confidence in these institutions.

Although there can be no assurance that the Government will continue to support the Bank in the same manner as it has historically supported each of NBAD and FGB, management believes that the Bank's relationship with the Government remains strong post-Merger and is unlikely to change in the foreseeable future.

Full service offering of conventional and Islamic products

Following the Merger, the Bank is able to provide a comprehensive range of both conventional and Islamic banking products and services to its customer base, therefore diversifying income sources as well as offering the Bank the opportunity to grow its balance sheet and strengthen its position in its core domestic market. As a full-service bank, the Bank has wider access to a more diverse customer base than its domestic competitor banks that offer either purely conventional products or, as the case may be, purely Islamic products. This product flexibility provides the Bank with a greater ability to cross-sell an enhanced product and service offering than many of its domestic competitors, providing a strong platform from which the Bank can continue to drive revenue growth and increased profitability.

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

The Bank believes that it has a strong and experienced Board and a long-serving executive team with a proven track record in the UAE and international banking sectors.

The Bank's strategy is supported by the executive management team's broad expertise in the region, proven record for implementing industry leading initiatives, and by its focus on best practices and customer service. See further "*Description of the Bank's Strategy*". The Bank benefits from continuity of personnel within its executive management team, with the experienced management team being drawn from the legacy NBAD and FGB executive management and having extensive experience in the financial services sector in the UAE, the MENA region and internationally. Additionally, the Bank's Board are also largely drawn from the former NBAD and FGB boards of directors with a similarly strong track record in the banking industry. Further details of the Bank's Board and executive management are set out under "*Management*".

Prudent risk management culture

The Bank has a well-diversified loan portfolio and limited foreign exchange risk. It has invested, and continues to invest, significantly in improving its risk management procedures. Post-Merger, and as a function of the size and financial strength of the Bank, the Bank's management plans to commit even greater resources and investment to the internal risk management, compliance and control functions. As at 31 March 2019, the Bank had NPLs of AED 12.1 billion and, for the three months ended 31 March 2019, carried impairment allowances of AED 12.9 billion. As at 31 March 2019, the Bank's NPL ratio was 3.3 per cent.

The Bank's management believes that the levels of impairment allowances for impaired loans as at 31 March 2019 were sufficient to cover the Bank's potential loan losses as at that date. As at 31 March 2019, the Bank's provision coverage ratio was 106.4 per cent.

Strategy

As the largest full-service bank in the UAE, the Bank has developed individual strategies for each of its core business segments of CIB, PBG and subsidiaries. As its overarching strategic goal, the Bank aims to defend and grow its dominant position in the domestic market across consumer and wholesale markets, with a particular focus on strengthening its Islamic banking franchise.

CIB

The Bank's CIB segment is sub-divided into dedicated, targeted customer segments, as follows: (a) the institutional banking group, which focuses on large institutional clients with an annual turnover in excess of AED 1 billion in addition to Government and Government-related entities; (b) the corporate banking group, which targets corporate clients with an annual turnover between AED 350 million and AED 1 billion; and (c) the financial institutions group, which offers product and services to global financial institutions, including non-banking financial institutions, that are primarily liquidity and funding providers.

CIB offers a differentiated coverage model within each of these customer sub-segments, uniquely tailored according to the specific client requirements and sub-segment dynamics. The CIB coverage teams work on a 'follow the client' model and oversee client requirements across the international locations in which the Group has a presence.

The CIB segment is also structured with dedicated product teams including the Global Transactions Banking product team through which the Bank offers core credit facilities to clients including short term loans and overdrafts; global cash management solutions and global trade finance products. CIB's Global Corporate Finance product unit offers clients debt capital markets and syndicated loan solutions (including distribution); project finance and structured finance solutions; and corporate finance advisory services (includes merger and acquisition advisory; equity capital markets advisory; project finance advisory; and capital restructuring advisory services). CIB also includes the Global Markets product unit that offers clients across geographies and across the 5 customer sub-segments a comprehensive range of treasury products including: flow and structured foreign exchange products; interest rate products; liquidity management solutions; credit derivatives; commodities trading; and investment solutions. First Abu Dhabi Islamic Finance Pvt JSC ("**FAB Islamic**") is CIB's Islamic banking window covering all *Shari'a*-compliant product offerings in co-ordination with the other product groups and in full adherence with all relevant local and international regulatory guidelines and *Shari'a* principles.

The key strategic priorities for CIB are to maintain the Group's dominant position in Abu Dhabi while focusing on increasing its 'share of wallet' in Dubai as well as international markets.

A key strength of the post-Merger Bank is the significant size of its balance sheet which management intends to leverage to increase market share in particular product and customer classes, particularly in the competitive debt capital markets and loan syndication markets within the MENA region. Through its offering of best-in-class global transaction banking and global markets products and services in conventional as well as *Shari'a*-compliant forms, the Group intends to increase and diversify its customer base. Additionally, CIB intends to defend and foster its strategic relationships with the Government and Government-related entities, continuing as the preferred banking partner for the Government with a focus on liabilities, trade finance and Government-related payments.

Building on the Bank's strategy to be regionally dominant and internationally relevant, at an individual customer level, the institutional banking group and the corporate banking group aim to widen their sector exposure with clients across industry sectors by differentiating themselves from competitors by virtue of their comprehensive product offerings. The financial institutions group aims

to deepen relationships with the top end of the banking and non-banking financial institutions in key global markets by leveraging the Bank's strong credit rating.

PBG

PBG aims to maintain its dominance in retail banking by focusing on customer experience and digital distribution, data-driven customer value propositions and by growing in selected international markets.

The Bank is focused on improving the experiences of its customers and plans to deliver these improvements through a strong service culture and a digitally enabled service delivery model. The Bank is currently investing in empowering clients for instant self-serve, data and analytics, a mobile first solution, digital branch and digital sales tools.

PBG has strengthened its position in the consumer payment ecosystem and plans to leverage the insight this data provides to offer data-driven value propositions for all of the Bank's customer segments. The Bank is currently growing its merchant acquiring business, its "Payit" digital wallet, its "E-Dirham" closed loop payment system and is building "Abu Dhabi Pay" as a complete payment ecosystem for Abu Dhabi.

PBG is also growing its businesses in select international markets. The Bank continues to invest in its Egyptian retail business and, in May 2019, the Bank launched a digitally enabled bank in the Kingdom of Saudi Arabia with a full suite of products and three branches. PBG also continues to grow its private banking centres across the globe and remains focused on becoming the bank for MENA customers' onshore and offshore Islamic banking business.

Islamic banking business

As at the date of this Base Prospectus, the Group's Islamic banking offering primarily comprises the Group's Islamic banking window which operates under the FAB Islamic brand. Additionally, the Group offers Islamic finance products and services through its Islamic finance house subsidiaries; namely FAB Islamic and Aseel Finance PJSC ("**Aseel**").

The Group will continue to operate the FAB Islamic brand and offer Islamic banking products and services across the Group's client base with a particular focus on CIB customers. As at 31 March 2019, FAB Islamic was the largest Islamic banking window in the UAE in terms of asset size.

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

Subsidiaries

The Bank's principal subsidiaries include FAB Properties, Mismak, FAB Securities and First Gulf Libyan Bank.

◁ FAB Properties

The Group's real estate business is predominantly managed by its wholly-owned subsidiary, FAB Properties. FAB Properties commenced operations in 2011 under the legacy FGB business (First Gulf Properties LLC) and also includes the legacy NBAD property management subsidiary, Abu Dhabi National Properties PJSC, which was consolidated into FAB Properties during 2017. In March 2018, First Gulf Properties LLC changed its legal name to FAB Properties LLC. Through FAB Properties, the Group offers property management and facility management. FAB Properties manages a mixed and varied property

portfolio in the UAE with total rent collection of approximately AED 427 million for the three months ended 31 March 2019. The property management business of FAB Properties is an ancillary service provided to select CIB and high net-worth individual clients of the Bank which the Group expects to continue to grow opportunistically.

< *Mismak*

The Group's real estate investment and development activities are contained within Mismak. Each of Mismak and First Merchant International LLC are legacy FGB subsidiaries and are wholly-owned subsidiaries of the Bank.

Mismak also provides engineering advisory services to support the Group's internal credit department when assessing client request for credit for real estate development projects. Additionally, the Group provides asset management and advisory services in circumstances where a client is in default and the Group's real estate subsidiaries (including Mismak) take over the management of real estate assets which have been pledged as collateral.

< *FAB Securities*

FAB Securities is the Group's securities brokerage firm and is independently licensed by SCA. FAB Securities is one of the largest brokerage service providers in the UAE operating through four active branches across the UAE in addition to its own dedicated e-trading platform. FAB Securities trades across the ADX, the Dubai Financial Market, Nasdaq Dubai, selected markets in the GCC and over 90 global markets facilitated through a single account. FAB Securities offers clients securities from various asset classes including equities and fixed income in the primary and secondary markets (such as initial public offerings, new issues and listed and unlisted securities). In addition to securities trade execution, FAB Securities provides advisory services, market research and coverage for its institutional and individual clients.

< *First Gulf Libyan Bank*

First Gulf Libyan Bank is the Bank's 50:50 joint venture investment in Libya with the Economic and Social Development Fund of Libya. First Gulf Libyan Bank is a full-fledged commercial bank. Although the Bank owns 50 per cent. of the outstanding shares of First Gulf Libyan Bank, the Group classifies the investment as a subsidiary since the Bank exercises control over the investee as a result of being able to exercise management control and being able to cast the majority of the votes on First Gulf Libyan Bank's board of directors.

International operations

Internationally, the Bank's operations are primarily focused on the CIB segment with the ultimate objective of positioning the Bank as the primary link for businesses and governments seeking access to regional and global capital markets, particularly in emerging markets such as the UAE and wider GCC.

The Bank's Saudi banking operations commenced operations on 1 May 2019 out of the Bank's Riyadh branch. The Bank intends to offer services to Saudi retail and corporate customers which leverage the Bank's global relationships, expertise and financial strength and thereby strengthen its market position in the Kingdom of Saudi Arabia.

The Bank also has selective PBG operations internationally, the most significant of which is in Egypt. The Bank's overall strategic mission is to create value for customers, employees, shareholders and communities to grow stronger through differentiation, agility and innovation. This strategic mission of

value creation is embodied in the strategic priorities which the Bank has established for its distinct core operating segments.

Capital Structure and Shareholders

The Bank's share capital is listed on the ADX and, as at 31 March 2019, had a market capitalisation of U.S.\$45.3 billion. As at 31 March 2019, the Bank's authorised, issued and paid up share capital comprised 10,897,545,318 shares with a nominal value of AED 1 each. On 25 February 2019, the shareholders of the Bank approved the increase of the Bank's authorised share capital to AED 10,920,000,000, with the additional share capital being issued in connection with the Bank's employee share option scheme. The share capital increase was approved by the SCA on 17 April 2019.

As at the date of this Base Prospectus, the Bank's principal shareholder is the Government, which indirectly holds approximately 37 per cent. of the issued and outstanding shares of the Bank through MIC.

Financial Performance

Income statement

The Bank reported net profits of AED 3,149.4 million for the three months ended 31 March 2019, while net interest income was AED 3,114.1 million for the same period. Net fee and commission income was AED 816.2 million for the three months ended 31 March 2019, with operating income of AED 4,942.2 million and general, administration and other operating expenses of AED 1,313.9 million for the same period. Annualised return on tangible equity for the three months ended 31 March 2019 was 17.4 per cent. and the cost to income ratio (excluding Merger integration costs) for the year ended 31 December 2018 was 25.9 per cent.

The following table shows the breakdown, by the division indicated, of the Bank's net profit for the three months ended 31 March 2019:

	Net profit for the three months ended 31 March 2019
	<i>(unaudited)</i> <i>(AED millions)</i>
Corporate and Investment Banking.....	1,843.0
Personal Banking Group.....	915.3
Subsidiaries.....	71.4
Head office.....	319.6
Total	3,149.4

Statement of financial position

The Bank's total net loans and advances portfolio was AED 359.0 billion as at 31 March 2019. The distribution of the corporate loan portfolio across economic sectors is oriented towards real estate, banks, energy, other financial institutions and transport and communication, which is in line with the domestic economy.

The following table provides a breakdown of the Bank's total loans and advances portfolio by counterparty as at 31 March 2019:

	As at 31 March 2019
	<i>(unaudited)</i> <i>(AED millions)</i>
Government sector.....	6,936.7

	As at 31 March 2019
	<i>(unaudited)</i>
	<i>(AED millions)</i>
Public sector	65,817.8
Banking sector	30,876.7
Corporate/private sector	198,604.5
Personal/retail sector.....	71,049.1
Gross loans and advances	373,284.8
<i>Less:</i> interest suspended.....	(2,270.5)
<i>Less:</i> expected credit losses	(12,007.7)
Net loans and advances	359,006.6

The Bank's loan portfolio contains a high proportion of loans to the government and public sector entities. As at 31 March 2019, 19.5 per cent. of gross loans and advances were to government and public sector entities. This concentration of lending reflects the historically close relationship between each of NBAD and FGB and government and public sector entities.

Approximately 13.3 per cent. of the Bank's loan portfolio was denominated in foreign currency (excluding U.S. dollars) as at 31 March 2019. The Bank has implemented risk management methods to mitigate and control these foreign currency risks along with other market risks to which the Bank is exposed. See further "*Risk Management*".

The Bank maintains a securities portfolio (both trading and investment) of high credit quality. The Bank has a Board approved comprehensive risk appetite for these portfolios and they are managed and limited by value-at-risk ("**VaR**"), notional exposure, credit spread and interest rate sensitivities, geographic and single name exposure concentrations. See further "*Risk Management*".

The Bank has no direct exposure to collateralised debt obligations, structured investment vehicles and other sub-prime related issues. The securities portfolios are concentrated in the European and MENA markets. The trading portfolio mainly comprises debt instruments and a managed portfolio of funds and equities. The held-to-maturity portfolio comprises of debt issuances by sovereigns, corporates and financial institutions.

The following table provides a breakdown of the Bank's securities portfolio as at 31 March 2019:

	As at 31 March 2019
	<i>(unaudited)</i>
	<i>(AED millions)</i>
Fair value through profit or loss	17,747.1
Fair value through other comprehensive income.....	103,362.6
Investments in associates and joint venture	65.2
Amortised cost.....	5,519.8
Expected credit loss	(2.5)
	126,692.1

Capital adequacy

As part of the introduction of Basel III in the UAE, and pursuant to the February 2017 Regulations and the Accompanying Standards, the Bank is required by the UAE Central Bank to maintain a minimum total capital adequacy ratio of 14.5 per cent. effective from 1 January 2019. Included within this UAE Central Bank prescribed minimum total capital adequacy ratio, the Bank, as a D-SIB, is required from 1 January 2019 to maintain a Common Equity Tier 1 buffer of 1.50 per cent. In addition to the minimum capital adequacy ratio of 14.5 per cent., a counter-cyclical buffer is applicable to the Bank which is determined based on the basis of the geographical distribution of assets and the counter-cyclical capital buffer applicable in such jurisdictions.

As at 31 March 2019, the Bank had a total capital adequacy ratio of 16.0 per cent., a CET 1 ratio of 12.7 per cent. and a Tier 1 capital adequacy ratio of 14.8 per cent., calculated in each case in accordance with UAE Central Bank guidelines. The Bank's capital adequacy ratio has been bolstered by the issuance by each of NBAD and FGB of AED 4.0 billion of Tier 1 capital notes in February 2009, as well as by the issuance by NBAD of U.S.\$750 million perpetual Tier 1 capital securities in July 2015.

The Bank's capital management is aimed at maintaining an optimum level of capital to enable it to pursue strategies that build long-term shareholder value, whilst always meeting minimum regulatory capital adequacy ratio requirements. The principal difference between the UAE Central Bank's guidelines and Bank of International Settlements requirements is that, under the UAE Central Bank's guidelines, GCC government exposure is risk weighted at zero per cent. whereas, under the Bank of International Settlements guidelines, GCC government exposure is risk weighted according to the relevant country's credit rating. Details of the Bank's risk weighted assets as at 31 March 2019, calculated in accordance with UAE Central Bank guidelines, are set out in the table below.

	As at 31 March 2019
	<i>(unaudited)</i>
	<i>(AED millions, other than percentage figures)</i>
Tier 1 capital:	
<i>CET 1 capital:</i>	
Share capital	10,897.5
Share premium.....	53,390.2
Eligible reserves	9,512.9
Retained earnings	8,364.4
Profit for the period	3,087.0
Non-controlling interest.....	367.0
Total CET 1 capital prior to deductions (A)	85,619.0
Goodwill and intangible assets	20,727.6
Other deductions from CET 1 capital	236.1
Total CET 1 capital after deductions	64,655.4
<i>Additional Tier 1 capital:</i>	
Eligible AT1 capital (after grandfathering)	10,754.8
Total Tier 1 capital (B)	75,410.1
Tier 2 capital:	
Undisclosed reserves/general provisions	5,501.3
Subordinated term loans	302.9
Total Tier 2 capital (C)	5,804.2
Total capital base (B + C)	81,214.3
Risk weighted assets:	
Balance sheet and off-balance sheet items	
Credit risk	440,102.3
Market risk.....	32,041.0
Operational risk	35,696.0
Total risk weighted assets	507,839.4
CET 1 ratio (%)	12.7%
Tier 1 capital adequacy ratio (%).....	14.8%
Total capital adequacy ratio (%).....	16.0%

Equity

The Bank's total equity (which comprises, amongst other things, its issued share capital of AED 10.9 billion as at 31 March 2019 and its reserves and retained earnings (of AED 22.3 billion in aggregate as at 31 March 2019)) amounted to AED 98.0 billion as at 31 March 2019.

Of the Bank's reserves, the most significant are the statutory reserve and the special reserve into which, under the CCL and the Bank's articles of association, 10.0 per cent. of net profit each year must be contributed until each reserve reaches 50.0 per cent. of the nominal value of the Bank's paid up share capital. Eligible reserves also include accumulated other comprehensive income and other disclosed reserves. These reserves on a combined basis amounted to AED 9.5 billion as at 31 March 2019.

As at 31 March 2019, shareholders' equity includes AED 4.0 billion Tier 1 capital notes issued by FGB in February 2009 to the Government; AED 4.0 billion Tier 1 capital notes issued by NBAD in February 2009 to the Government; and U.S.\$750 million perpetual Tier 1 capital securities issued by NBAD in July 2015, which are accounted for as equity in accordance with IAS 32 *Financial Instruments ó Presentation*.

Funding

As at 31 March 2019, the Bank had customer accounts and other deposits which totalled AED 432.8 billion. The Bank's customer accounts and other deposits contain a high proportion of deposits from government and public sector entities, again reflecting the linkage between NBAD, FGB and these governmental and government-related entities. As at 31 March 2019, 31.2 per cent. of the Bank's customer accounts and other deposits were from government entities and a further 12.8 per cent. were from public sector entities. The Bank's funding needs are also met by equity reserves and retained earnings, interbank lines of credit and repurchase agreements. Additionally, and prior to the Merger, the legacy NBAD and FGB entities accessed wholesale funding markets (through bilateral or syndicated loans and international bond markets) in order to diversify and increase the maturity of their funding sources. The Bank intends to continue to utilise the following debt capital markets funding platforms as a key source of funding:

- < this Programme;
- < the U.S.\$2,500,000,000 trust certificate issuance programme;
- < the U.S.\$7,500,000,000 euro commercial paper programme;
- < the A\$2,000,000,000 Australian domestic debt issuance programme;
- < the A\$2,000,000,000 Australian and New Zealand domestic debt issuance programme;
- < the U.S.\$5,000,000,000 U.S. commercial paper programme;
- < the EUR1,000,000,000 French certificates de depot programme;
- < the First Abu Dhabi Bank USA N.V., Curacao, acting through its Washington, D.C. branch U.S.\$3,000,000,000 U.S. certificate of deposit programme;
- < the HKD5,000,000,000 certificate of deposit programme;
- < the GBP10,000,000,000 certificate of deposit programme;

- < the NBAD Americas N.V. certificate of deposit programme;
- < the MYR3,000,000,000 medium term note and trust certificate issuance programme;
- < the U.S.\$2,000,000,000 structured note programme; and
- < the U.S.\$1,000,000,000 certificate of deposit programme.

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

- < the (NBAD issued) AED 4,000,000,000 6 month EIBOR plus 2.3 per cent. per annum Tier 1 capital notes;
- < the (FGB issued) AED 4,000,000,000 6 month EIBOR plus 2.3 per cent. per annum Tier 1 capital notes;
- < the JPY10,000,000,000 2.60 per cent. "Samurai" bond due 2026; and
- < the U.S.\$750,000,000 perpetual Tier 1 capital securities.

The following table shows the sources of the Bank's funding as at 31 March 2019:

	As at 31 March 2019
	<i>(unaudited)</i>
	<i>(AED millions)</i>
Due to banks and financial institutions	46,102.7
Repurchase agreements	47,576.8
Commercial paper.....	21,214.0
Derivative financial instruments.....	14,880.9
Customer accounts and other deposits.....	432,795.8
Term borrowings	45,680.1
Subordinated notes	378.4
Other liabilities	26,615.4
Total equity.....	97,984.3
	733,228.4

Competition

The UAE banking sector as at 31 March 2019 comprised 49 commercial banks, including eight Islamic banks, and branches or subsidiaries of 27 foreign commercial banks. The licensed foreign bank branches and subsidiaries focus mainly on consumer banking, trade finance, foreign currency operations and government-related business. Foreign bank participation in public sector financing has had a significant downward effect on margins in this area. The UAE banking market is becoming increasingly competitive and challenging, with the consummation of the Merger anticipated by many commentators to act as a catalyst for further consolidation amongst locally incorporated banks.

UAE local banks enjoy tax advantages with zero corporate, income and sales tax while international banks operating in the UAE are subject to 20 per cent. corporate tax on their profits. With effect from 1 January 2018, certain of the GCC states (including the UAE) have implemented a VAT regime at a rate of 5 per cent, with the remaining GCC states expected to implement VAT in 2019. See also "*Risk Factors ó Factors that may affect the Bank's ability to fulfil its obligations in respect of Notes issued under the Programme ó Risks relating to the UAE and the Middle East ó Tax changes in the UAE may have an adverse effect on the Bank*" and "*Taxation ó United Arab Emirates*".

Employees

As at 31 March 2019, the Bank employed 5,459 staff. These staff members do not include the 3,666 members of the Bank's outsourced workforce (who principally work within the consumer areas of sales, collections, call centre operations and credit card processing).

The Bank's human resources policy is aligned to its strategic vision and ambitious growth plans and is designed to attract, retain and motivate high-calibre, professional, skilled and knowledgeable employees. The Bank strives to foster a transparent working environment and invests significant resource in the provision of employee training and development schemes, in addition to providing a competitive remuneration and compensation structure.

Emiratisation

In 1999, as part of a policy of "Emiratisation", UAE banks were instructed by the UAE federal government to increase the number of UAE nationals on their payroll by at least 4 per cent. per annum. This policy has now been replaced by the Emiratisation Circular which has introduced a scoring system based on target points in order to ensure the employment as well as progression of Emirati employees in the organisation. The target points or minimum threshold for Emirati employees for an organisation is set by the UAE Central Bank on the basis of a number of factors (with the primary factor being the operating income).

The Emiratisation Circular does not set any upper limit at which the policy would no longer be applicable. If UAE banks are not able to achieve their targets for recruiting and progressing UAE nationals through their organisation, they will be subject to penalties to be computed in accordance with a specific formula set out in the Emiratisation Circular.

As at 31 March 2019, the Bank's Emiratisation percentage stood at 33 per cent. of its workforce in the UAE, equating to 1,357 UAE nationals employed in positions at different levels across the Bank.

In line with the Emiratisation Circular, the Bank has made a commitment to employing and training UAE nationals. The Bank's Emiratisation strategy supports the Bank's position as a nationalisation leader across the UAE. The Bank's Emiratisation strategy, implemented through recruitment and employee selection as well as training programmes, enjoys the support and commitment of business heads and management across all business areas of the Bank.

Property

The Bank's principal fixed assets include its head office building in Abu Dhabi and its other branch buildings and offices. Such property and equipment had a net book value of AED 4.0 billion as at 31 March 2019.

As at 31 March 2019, the value of the Bank's investment properties, stated at fair value and representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, was AED 7.6 billion.

The fair value of the Bank's investment properties is based on valuations performed by third party valuers. The valuers are accredited with recognised and relevant professional qualification and with recent experience in the location and category of investment properties being valued. The fair values have been determined based on varying valuation models depending on the intended use of the investment properties in accordance with the Royal Institution of Chartered Surveyors Valuation Standards. The property rental income earned by the Bank from its investment properties that are leased out under operating leases, amounted to AED 22.6 million for the three months ended 31 March 2019.

Information Technology

The Bank's IT department delivers an effective, efficient and sustainable management of information assets and technology and is focused on utilising advanced IT systems to serve the Bank's customers and ensure that customers' data is well protected and secured.

Following the Merger, the Bank is in the process of integrating the IT systems of NBAD and FGB. Once the integration process is completed, the target IT business systems are intended to offer enhanced services to the Bank's customers across all geographies in which the merged Bank operates. As part of the Bank's investment in its technology systems, it is also building a new, enhanced data centre, with the aim of providing a robust physical and technical platform for the merged Bank's business application systems. See "*Description of the Bank ó Strategy ó Subsidiaries ó First Gulf Information Technology LLC*" for further information.

Litigation

As at the date of this Base Prospectus, the Bank is not involved in any pending or, to the best of the Bank's knowledge, threatened litigation or arbitration proceedings which may constitute a threat to the Bank or to any of its subsidiaries or which would have a material adverse effect on its financial position. Therefore, no material provision has been made as at 31 March 2019 regarding any outstanding legal proceedings. Pending legal proceedings are reviewed on an ongoing basis and, where required, provisions are made at the end of each fiscal quarter subject to appropriate internal approvals.

Insurance

The Bank has various insurance policies in place, including a banker's blanket bond insurance policy. The Bank's blanket bond insurance policy covers, among other risks, loss of its property whilst on the Bank's premises and whilst in transit; forgery of cheques, securities and other documents; and employee frauds, errors and negligence. The Bank believes that these insurance policies provide it with comprehensive insurance coverage against the various risks to which the Bank is exposed.

Sustainability Policy

The Bank is committed to firmly embedding sustainability within its organisational culture and conducting business in a responsible way. In this context, the term "sustainability" refers to ensuring long-term business success while creating economic, environmental and social value for generations to come through the identification of new opportunities and the active management of current and future risks. Sustainability is a central factor in the Bank's long-term profitability and growth and is integral to its success and ability to meet the needs and expectations of its stakeholders.

Undertaking business in a responsible way is an important focus for the Bank and the Bank's sustainability policy and environmental policy set out broad principles for taking a precautionary and responsible approach to operations and business.

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

- < UAE Vision 2021;
- < UAE Green Agenda 2015-2030;
- < Abu Dhabi Economic Vision 2030; and

< United Nations Sustainable Development Goals 2030.

The Bank focuses its sustainability efforts on the issues that it considers most material and follows international best practice across its sustainability priorities. The Bank references both the United Nations Global Compact ("UNGC") and the UN Sustainable Development Goals ("SDGs") in committing to align its strategies and operations with the UNGC's 10 principles which encompass human rights, labour regulations, the environment and anti-corruption.

In its lending, the Bank is a signatory to the Equator Principles, a risk management framework adopted by financial institutions for determining, assessing and managing environmental and social risks in projects intended to support responsible risk decision-making.

In the management of its own environmental impact, the Bank applies the ISO 14064-3 standard for greenhouse gas emissions verification, and reports to the CDP (formerly Carbon Disclosure Project). In its sustainability reporting, the Bank aligns itself with the Global Reporting Initiative (GRI) Standards, the Equator Principles and the ICMA Green Bond Principles, while referencing the UNGC and SDGs.

The Bank is an active participant and contributor to a number of national sustainability committees and taskforces, such as:

- < the UAE Council for Climate Change and Environment;
- < the Private Sector Advisory Council to the UAE's National Committee on the SDGs;
- < the Ministry of Climate Change and Environment's Technical Committee on Green Development and Climate Change; and
- < the Abu Dhabi Sustainable Finance Declaration.

The Bank's corporate community investment programme reflects what the Bank does to voluntarily contribute and make a difference to the communities where it operates, and extends beyond its core business activities. To achieve results, the Bank works in partnership with non-profit organisations including Emirates Foundation, SEDRA Foundation and Special Olympics Abu Dhabi 2019 to:

- < make a positive change in people's attitude or behaviour;
- < help people with skills and personal development; and
- < make a direct impact on people's quality of life.

The Bank has also launched a "People with Purpose" volunteering programme in 2018, which supports the corporate community investment commitments.

The Bank is included in the MSCI Emerging Markets ESG Leaders Index, helping to capture the link between the Bank's sustainability performance and the growing importance of sustainability and environmental, social and corporate governance ("ESG") performance by investors and the FTSE4Good Emerging Markets Index.

Green Bond Framework

From time to time and pursuant to the Programme, the Bank intends to issue securities ("**green bonds**") whose net proceeds would be used to fund or refinance, in whole or in part, eligible projects within eligible categories set out set out in the Bank's Green Bond Framework. For the avoidance of

doubt, finance provided to any business or project that is not eligible under the criteria set out in the Green Bond Framework will not be considered as the use of proceeds of a green bond issued under this framework.

The Bank has broadly defined the eligible categories in accordance with the "Green Bond Principles" promulgated by the International Capital Market Association. Eligible categories include:

- < renewable energy;
- < energy efficiency;
- < pollution prevention and control;
- < sustainable management of living natural resources;
- < terrestrial and aquatic biodiversity conservation;
- < clean transportation;
- < sustainable water management;
- < climate change adaptation; and
- < eco-efficient product technologies.

Up to 100 per cent. of the proceeds of any green bond issue may be applied to refinance existing eligible projects within the eligible categories. Proceeds used for refinancing eligible projects will be substituted out of any green bond in favour of funding new eligible projects within eligible sectors as and when these become funded by the Bank. The Bank expects that the proceeds of each green bond will be allocated to eligible projects within the Middle East region. However, given the global nature of the Bank's business and the international operations of many of the Bank's clients, the proceeds of any green bond issue may be applied globally without geographical restriction. Where any portion of the proceeds of a green bond issue has not been applied to finance eligible projects within eligible sectors, proceeds may be invested according to local liquidity management guidelines.

Prior to completion of the Merger, NBAD became the first financial institution in the UAE to issue a green bond in March 2017.

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 ó 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 2019 (as extracted from the Interim Financial Statements) and as at and for the financial year ended 31 December 2018 (as extracted from the 2018 Financial Statements).

Consolidated statement of financial position

	As at 31 March 2019	As at 31 December 2018	As at 31 December 2017
		<i>(AED millions)</i>	
Assets			
Cash and balances with central banks.....	139,790.3	182,908.7	138,111.1
Investments at fair value through profit or loss	17,747.1	14,620.9	19,320.8
Due from banks and financial institutions	15,086.9	19,176.1	13,829.5
Reverse repurchase agreements	27,201.9	19,033.5	21,347.0
Derivative financial instruments	13,573.5	13,084.2	11,399.4
Loans and advances	359,006.6	352,966.4	330,465.9
Non-trading investments.....	108,945.1	90,433.6	88,457.7
Investment properties	7,566.5	7,388.5	6,927.7
Property and equipment.....	3,973.0	3,991.2	3,535.5
Intangibles	19,649.7	19,699.7	19,901.4
Other assets.....	20,687.9	20,583.6	15,672.4
Total assets	733,228.4	743,886.4	668,968.3
Liabilities			
Due to banks and financial institutions.....	46,102.7	40,266.5	30,576.3
Repurchase agreements	47,576.8	34,769.7	37,674.0
Commercial paper.....	21,214.0	18,144.1	24,124.1
Derivative financial instruments.....	14,880.9	15,219.5	14,941.3
Customer accounts and other deposits.....	432,795.8	465,237.1	395,843.7
Term borrowings	45,680.1	42,268.2	42,145.7
Subordinated notes	378.4	402.0	420.4
Other liabilities	26,615.4	25,606.4	21,033.3
Total liabilities	635,244.1	641,913.4	566,758.9
Equity			
Share capital	10,897.5	10,897.5	10,897.5
Share premium.....	53,390.2	53,188.0	53,026.6
Treasury shares	(1.5)	(25.5)	(42.4)
Statutory and special reserves.....	9,483.2	9,483.2	7,081.1
Other reserves.....	916.5	(37.5)	962.7
Tier 1 capital notes	10,754.8	10,754.8	10,754.8
Share option scheme	264.5	266.8	256.3
Convertible notes ó equity component	-	-	108.3
Retained earnings	11,874.7	17,083.9	18,677.6
Total equity attributable to shareholders of the Group	97,579.8	101,611.3	101,722.4
Non-controlling interest.....	404.4	361.7	487.0
Total equity	97,984.3	101,973.0	102,209.4
Total liabilities and equity	733,228.4	743,886.4	668,968.3

Consolidated statement of profit or loss

	Three months ended 31 March 2019	Three months ended 31 March 2018	Year ended 31 December 2018	Year ended 31 December 2017
	<i>(AED millions)</i>			
Interest income	6,082.7	4,918.0	21,836.4	16,331.8
Interest expense	(2,968.6)	(1,649.5)	(8,810.4)	(4,935.6)
Net interest income	3,114.1	3,268.5	13,026.0	11,396.2
Fee and commission income	1,190.2	1,270.5	4,880.0	4,026.1
Fee and commission expense	(374.0)	(333.5)	(1,487.6)	(1,128.2)
Net fee and commission income	816.2	937.0	3,392.4	2,897.9
Net foreign exchange gain	647.8	329.3	2,042.5	928.2
Net gain on investment and derivatives	323.3	323.4	826.2	686.1
Other operating income	40.7	12.8	158.7	472.1
Operating income	4,942.2	4,870.9	19,445.7	16,380.5
General, administration and other operating expenses	(1,313.9)	(1,325.9)	(5,328.6)	(4,901.5)
Profit before net impairment charge and taxation	3,628.3	3,545.0	14,117.2	11,479.0
Net impairment charge	(407.5)	(439.1)	(1,725.8)	(2,086.7)
Profit before taxation	3,220.8	3,105.8	12,391.4	9,392.2
Overseas income tax expense	(71.4)	(94.3)	(325.0)	(225.0)
Profit for the period	3,149.4	3,011.6	12,066.4	9,167.3

Related Party Transactions

Certain related parties (principally the major shareholders, associated companies, directors and executive management of the Bank and companies of which they are principal owners) are customers of the Group in the ordinary course of business. The transactions with these parties were made on substantially the same terms, including interest and commission rates and the requirements for collateral, as those prevailing at the same time for comparable transactions with unrelated parties and did not involve an amount of risk which was more than the amount of risk relating to such comparable transactions. All loans and advances to related parties are performing advances and are free of any provision for impaired loans and advances.

As at 31 March 2019, the Group had financial liabilities to related parties totalling AED 13.2 billion and financial assets to related parties totalling AED 15.8 billion. The Group also had contingent liabilities with related parties in the amount of AED 19.0 billion as at 31 March 2019. See Note 29 (*Related parties*) to the Interim Financial Statements.

RISK MANAGEMENT

Overview

In common with other financial institutions, the Group faces a range of risks in its business and operations including: (a) credit risk; (b) market risk (including interest rate risk in the trading book, currency risk, equity risk in the trading book); (c) liquidity risk; (d) interest rate risk in the banking book; (e) operational risk (including risk of fraud); and (f) legal and compliance risk.

Efficient and timely management of the risks involved in the Group's activities is critical to its financial soundness and profitability. Risk management involves identifying, measuring, monitoring, controlling and reporting these risks on a regular basis. The objective of risk management is to protect the Group's capital and achieve a return on capital that is commensurate with the risks assumed.

Risk Management Structure

The overall responsibility for risk management lies with the Board. The principal role of the Board is to oversee implementation of the Group's strategic initiatives and its functioning within the agreed framework in accordance with relevant statutory and regulatory guidelines. Several Board level committees and management level committees form part of the overall risk management structure within the Group. The Board level committees include: (a) the Board Management Committee (the "**BMC**"), which is responsible for overseeing of the Group's overall business strategy and ensuring that the business policies and practices are in line with the overall strategy and in alignment with sound corporate governance and related regulatory requirements and guidelines; (b) the Board Risk and Compliance Committee (the "**BRCC**"), which is responsible for maintaining oversight over current and potential risk exposures across the Group and direction on risk strategy, frameworks, risk appetite, tolerance and culture; (c) the Board Audit Committee (the "**BAC**"), which has overall responsibility for assessing the internal audit findings, directing the implementation of audit recommendations and overseeing the internal audit activities being undertaken; and (d) the Board Remuneration and Nomination Committee (the "**REMCO**"), which is responsible for overseeing the appointment of the Board and executive management and ensuring that they discharge their responsibilities in the interests of the shareholders and the Group as well as overseeing the overall compensation and reward mechanism of the Group.

The Group Executive Committee (the "**EXCO**") is the Group's most senior management level committee and it operates under the delegated authority from the Board. The EXCO has established management committees to help execute the agreed objectives and to assist in running, controlling and monitoring the business of the Group efficiently and effectively. Management committees include: (i) the Group Risk Committee for overseeing the Group-wide risk strategy and exposures to enable integrated and effective risk management; (ii) the Group Compliance Committee for assisting the BRCC in fulfilling its objective of overseeing the Group's regulatory responsibilities and compliance with applicable laws and regulations issued by the various regulatory authorities; (iii) the Group Asset and Liability Committee, which has principal responsibility for the Group's asset and liability management process; (iv) the Group Corporate and Investment Banking Credit Committee, which assists in the development and implementation of the Group's corporate and investment banking business credit and investments strategy and related policies and procedures; (v) the Group Personal Banking Credit Committee to ensure a holistic overview of business strategies across the personal banking business of the Group; (vi) the Human Resources ("**HR**") Steering Committee for assisting the EXCO and the REMCO to implement the strategic and operational HR initiatives; (vii) the Group Digital Committee, which is responsible for directing and overseeing implementation of the Bank's digital transformation strategy; (viii) the Group Integration Steering Committee, which is responsible for managing the post-Merger integration process; (ix) the IT Operations Steering Committee for providing direction on all matters relating to the post-Merger integration process for IT

and operations (systems and processes); (x) the Group Operational Risk Committee for assisting the Group Risk Committee in fulfilling the objective of overseeing the Group's operational risk management, business continuity and information security responsibilities; and (xi) the Information Security Committee for assisting the BRCC and Group Risk Committee in overseeing, reviewing and taking decisions on the implementation of the Group's security controls to ensure that the information assets of the Group are adequately protected. The Group's Chief Risk Officer ("**GCRO**") is responsible for risk management for the Group's centralised risk management function.

The Group has also established an independent risk management unit, responsible for continuous monitoring identification, measurement, control, mitigation and reporting of risks arising out of the Group's activities. The risk management unit also monitors compliance with regulatory policies and procedures (including the Group's anti-money laundering procedures). The GCRO is responsible for day-to-day risk management for the Group. The risk management unit has separate sub-units responsible for management of enterprise risk, credit risk, market and liquidity risk, operational and fraud risk, legal and compliance risk and information security. Each of these sub-units reports to the GCRO.

The Group's treasury, under the strategic direction of the Group Asset and Liability Committee, is responsible for managing the Group's assets and liabilities and its overall financial structure. It is also primarily responsible for managing the funding and liquidity risks of the Group. Risk management processes throughout the Group are audited on an annual basis by internal auditors who examine both the adequacy of the processes and compliance with regulatory requirements. The results of each internal audit are reported directly to the BAC.

Risk Monitoring, Measurement, Control and Reporting

The Group has established an enterprise risk management policy ("**ERMP**") framework to support the Group's risk management objectives.

The aim of the Group's ERMP framework is to support the Group in being a world-class organisation maximising its risk adjusted returns for all stakeholders by establishing a risk management framework across the Group. The core objective of ERMP framework is to provide a reasonable degree of assurance to the Board that the risks threatening the Group's achievement of its core purpose are being identified, measured, monitored and controlled through an effective integrated risk management system. The ERMP framework consists of specific policy documents covering all material risks across the Group that include enterprise risk management policy, risk appetite policy, corporate and investment banking credit policy, PBG credit policy, market risk master policy and its associated operating policies, Group liquidity risk policy, Group interest rate risk policy, operational risk policy, fraud risk policy, anti-money laundering and compliance risk policy, information security risk policy, business continuity management policy, internal capital adequacy assessment process policy, new products approval policy and model governance policy. In addition to these risk management policies, the Group has also put in place detailed operational policies, procedures and programs wherever needed. Other relevant risks such as reputation risk and strategy risk are covered under the enterprise risk management policy.

As a part of the ERMP framework, the Group has established a formal risk appetite structure in the form of a top-down approach that incorporates requirements of various stakeholders, including shareholders, holders of its debt securities and regulators through a dialogue process between risk taking functions after a careful consideration of the risk-return trade-off.

Risk monitoring and control is primarily based on limits established by the Group's executive management. These limits reflect the Group's business strategy and the market environment in which it operates as well as the risk appetite of the Group. Information from all parts of the Group is collected, examined and processed in order to identify, analyse and control risks. This information is

presented to the BRCC and the Group Risk Committee on a quarterly basis. The information covers credit, market, liquidity and operational risks and is designed to enable the Board and executive management to receive all necessary information so as to independently assess the possible impact of these risks on the Group's businesses. The Group uses a range of measures to mitigate and control risks including the use of credit risk mitigation techniques (collaterals, guarantees, netting, etc.) to reduce exposure to credit risk and the use of derivative instruments to hedge exposure to certain interest and currency exchange rate risks. The Group is working on diversifying its lending activities in order to minimise risk concentrations across specific customer groups, industries or businesses and is considering securitisation and other structured solutions as a way of mitigating credit risk. The risk profile of all major transactions is assessed and authorised by appropriate management representatives before the transactions are concluded and the effectiveness of all risk mitigation measures is closely monitored by the risk management unit.

Credit Risk

Credit risk is the risk of a customer or counterparty to a financial asset failing to meet its obligations in accordance with the agreed terms and, as a result, causing the Group to incur a financial loss. The Group is exposed to credit risk through its lending, trading, hedging and investing activities as well as through activities in which it acts as an intermediary on behalf of customers/other third parties or issues guarantees. The Group is also exposed to credit concentration risk. Various forms of credit risk concentrations can be distinguished in this context including large exposures to individual clients or groups of connected clients, large exposures to clients of poor credit quality, large exposures to clients in certain countries and large exposures to clients belonging to specific industries, amongst others. Indirect credit risk concentrations can also arise as a result of certain credit risk mitigation techniques.

The Group's primary exposure to credit risk arises through its loans and advances to customers, as well as through its interbank lending operations. The amount of credit exposure in this regard is a function of assets being carried on the consolidated balance sheet. In addition, the Group is exposed to off balance sheet credit risk through the contingent liabilities it assumes. The Group is also exposed to credit risk on various other financial assets, including derivative instruments and debt investments.

The Group has established an independent credit risk team within the risk management unit to track the magnitude of credit risk. The middle office reports this risk to executive management on a regular basis.

The table below sets out the Group's maximum exposure to credit risk for the different components of the balance sheet, including derivatives as at 31 March 2019. 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 2019
	<i>(AED millions)</i>
Balances with central banks.....	138,347.0
Due from banks and financial institutions	15,134.0
Reverse repurchase agreements	27,201.9
Loans and advances (gross)	373,284.8
Non-trading investments ⁽¹⁾	108,374.7
Other assets.....	13,888.4
Unfunded exposure.....	208,789.2
	885,019.9

⁽¹⁾ Comprises amortised cost and FVOCI debt.

The Group controls credit risk by monitoring credit limits and exposures, limiting transactions with specific counterparties, continually assessing the creditworthiness of counterparties, diversification of lending activities, compliance with internal lending limits to avoid undue concentrations of risks and by obtaining security as appropriate.

The Group's credit policy is reviewed and approved by the Board on an ongoing basis. The Group's credit policy allows for a certain degree of flexibility if circumstances warrant deviations from standard practice. All such exceptions are clearly documented and ratified by the Board.

The Group's credit risk limits are set in line with its credit criteria and reviewed on an annual basis. Credit exposure to individual customers or groups of customers is controlled through a tiered hierarchy of delegated approval authorities and is based on several factors including, but not limited to, country risk rating, industry risk rating, counterparty risk rating and assessment of facility risk.

Significant counterparty credit exposures, industry exposures and sector exposures are reviewed by executive management on a regular basis.

The table below sets out the Group's concentration of its gross loans and advances portfolio by counterparty and industry sector, in each case as at 31 March 2019.

	As at 31 March 2019 <i>(AED millions)</i>
Counterparty	
Government sector	6,936.7
Public sector	65,817.8
Banking sector	30,876.7
Corporate/private sector	198,604.5
Personal/retail sector	71,049.1
Gross loans and advances	373,284.8
	As at 31 March 2019 <i>(AED millions)</i>
Industry	
Agriculture	692.0
Energy	34,389.5
Manufacturing	24,527.0
Construction	10,011.4
Real estate	95,210.4
Trading	23,659.8
Transport and communication	23,018.5
Banks	30,876.7
Other financial institutions	28,838.5
Services	23,881.0
Government	6,936.7
Personal ó Loans and Credit Cards	53,054.8
Personal ó Retail Mortgage	17,994.4
Others	194.3
Gross loans and advances	373,284.8

The table below sets out the Group's credit concentration in respect of its non-trading investments by counterparty and by external credit ratings, in each case as at 31 March 2019.

	As at 31 March 2019 <i>(AED millions)</i>
Counterparty type	
Government sector	47,357.4
Supranational	2,100.8

	As at 31 March 2019 (AED millions)
Public sector	22,783.6
Banking sector	29,949.7
Corporate/private sector	6,756.1
Less: allowance for impairment (expected credit loss) on amortised cost securities	(2.5)
Total non-trading investments	108,945.1

	As at 31 March 2019 (AED millions)
External credit rating	
AAA	14,295.8
AA to A	64,605.1
BBB to B	26,723.2
CCC and Below	18.9
Unrated	3,304.6
Less: allowance for impairment (expected credit loss) on amortised cost securities	(2.5)
Total non-trading investments	108,945.1

The Group operates a system of approval limits for its corporate lending, which is reviewed on a regular basis.

In line with the Group's credit policy, various types of credit risk mitigants ó such as collaterals, guarantees, netting agreements and credit derivatives ó are being used to mitigate risks. The mitigants are usually in the form of cash collateral or securities, legal charges over customer's assets, third party guarantees or assignments over receivables. As per the Group's internal policies, all of the mitigants are valued and monitored at regular intervals. Responsibility for day-to-day management of existing credit exposure is delegated to credit officers who comply with the regular credit review requirements set out in the Group's credit manual. Credits are assessed using an internal credit risk evaluation system based on detailed qualitative and quantitative criteria.

In assessing its credit exposure, the Group's corporate customers are classified into 11 rating categories ranging from 1 (highest rating) to 11 (default rating). For regulatory reporting purposes, the Group reports its loans to the UAE Central Bank as per five grade scale where 1 is performing, 2 is watch list, 3 is sub-standard, 4 is doubtful and 5 is loss. In accordance with Circular 28/2010 issued by the UAE Central Bank on 11 November 2010, Grades 1 and 2 are considered as performing whereas Grades 3, 4 and 5 are considered as non-performing.

The tables below set out the Group's categorisation by credit quality of its exposure to the following asset classes as at 31 March 2019.

	As at 31 March 2019				
	Stage 1	Stage 2	Stage 3	Purchased or originally credit impaired⁽¹⁾	Total
	<i>(AED millions)</i>				
Balances with central banks.....	133,828.9	4,518.1	-	-	138,347.0
Due from banks and financial institutions	14,518.5	615.5	-	-	15,134.0
Reverse repurchase agreements	27,201.9	-	-	-	27,201.9
Loans and advances (gross).....	340,748.7	17,915.8	9,982.2	4,638.1	373,284.8
Non-trading investments ⁽²⁾	108,351.8	22.8	-	-	108,374.7
Other assets.....	13,670.7	180.7	36.9	-	13,888.4
Unfunded exposure.....	203,233.0	5,036.7	519.6	-	208,789.2
	841,553.4	28,289.7	10,538.7	4,638.1	885,019.9

⁽¹⁾ The Group, from an internal credit quality point of view, considers AED 4,410 million as par to non-performing loans.

⁽²⁾ Comprises amortised cost and FVOCI debt.

Impairment

The Group recognises loss allowances for expected credit loss ("**ECL**") on the following financial instruments that are not measured at fair value through profit or loss:

- < balances with central banks;
- < due from banks and financial institutions;
- < reverse repurchase agreements;
- < financial assets that are debt instruments;
- < loans and advances;
- < loan commitments issued; and
- < financial guarantee contracts issued.

No impairment loss is recognised on equity investments. The Group measures loss allowances at an amount equal to lifetime ECL, except for the following, for which are measured as 12-month ECL:

- < debt investment securities that are determined to have low credit risk at the reporting date; and
- < other financial instruments (other than lease receivables) on which credit risk has not increased significantly since their initial recognition.

Loss allowances for lease receivables are always measured at an amount equal to lifetime ECL.

Measurement of ECL

Credit loss allowances are measured using a three-stage approach based on the extent of credit deterioration since origination:

- < Stage 1 ó 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 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 ó 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 over the remaining estimated life of the financial instrument; and
- < Stage 3 ó 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 2019, interest suspended amounted to AED 2,270.5 million (equal to 0.6 per cent. of total gross loans as at 31 March 2019).

As at 31 March 2019, total provisions amounted to AED 12,893 million representing 106 per cent. of all NPLs. The NPL ratio was 3.3 per cent. as at 31 March 2019.

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 2019, the Group's write-off of impaired financial assets amounted to AED 312 million.

Counterparty credit risk for derivative transactions

Credit risk in respect of derivative financial instruments arises from the potential for a counterparty to default on its contractual obligations and is limited to the positive market value of instruments that are favourable to the Group. The positive market value is also referred to as the "replacement cost" since it is an estimate of what it would cost to replace transactions at prevailing market rates if a counterparty defaults. Derivatives are used by the Group to help manage its balance sheet risks in an efficient manner and are also offered to the Group's clients with back-to-back transactions executed with other financial institutions. The majority of the Group's derivative contracts are entered into with other financial institutions with investment grade credit ratings from the main credit rating agencies.

Market Risk

Market risk is defined as the risk of losses in the Group's on or off-balance sheet positions arising from movements in interest rates, credit spreads, foreign exchange rates and the prices of its debt, equity and commodity investments.

The Group has established an independent market risk management team which, in addition to its oversight role, tracks the magnitude of market risk on a daily basis, models and validates market data and develops quantitative risk management techniques. The Group has established policies and guidelines for managing trading activities and investments that are subject to market risk. These policies and guidelines are reviewed and approved by the Group Risk Committee and further ratified by Board level committees on an annual basis. These guidelines stipulate inter-alia the risk appetite for market risk through a comprehensive limit structure covering exposure, sensitivities, concentration and VaR and lay down the investment criteria for each asset class.

Positions in the Group's trading and investment book portfolio are created subject to compliance with the investment policies and guidelines. The Group has established an independent market risk team within the risk management unit to track the magnitude of market risk on a daily basis, in addition to its role of oversight, model and market data validation and development of quantitative techniques for risk management. The middle office reports this risk to executive management on a daily basis.

The Group's market risk unit also carries out regular scenario analysis and stress testing exercises to ascertain the level of risk in the event of unforeseen movements in the Group's key risk factors.

Interest rate risk

Interest rate risk arises from the possibility that changes in interest rates will affect future profitability or the value of financial instruments. The Group is exposed to interest rate risk as a result of mismatches or gaps in the amounts of assets and liabilities and off-balance sheet instruments that mature or re-price in a given period. The Group manages this risk through hedging and by reviewing the re-pricing of assets and liabilities through risk management strategies. The asset and liability management risk team monitors the gaps and reports both interest rate risk and liquidity risk to the Group Asset and Liability Committee on a monthly basis. The Group's sensitivity to interest rate changes is reduced by the fact that a very significant part of its loans and advances can be re-priced on either a monthly or quarterly basis.

Currency risk

Currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates. The Group's functional currency is the UAE dirham. As the UAE dirham has been pegged to the U.S. dollar since 1980, positions in U.S. dollars have not generally been considered as a significant currency risk, although this assessment has been re-evaluated in recent years given increased market speculation concerning the possible abolition of the currency peg in a number of GCC countries in response to the volatile oil price environment. The Group's foreign exchange positions are monitored on a daily basis to ensure that they are maintained within established limits set by the Group Risk Committee. The Group uses forward foreign exchange contracts and currency swaps to hedge against specifically identified currency risks.

Equity price risk

Equity price risk is the risk that the fair values of equity securities decrease as a result of changes in the levels of equity indices and the values of individual securities. The Group invests in international equities and hedge funds and also acts as a broker for trading in local and international equities. The Group manages its equity price risk through limits for each product and limits by country, currency, sector and dealer where appropriate in order to ensure diversification of its equity investments in terms of both geographical distribution and industry concentration. All outstanding own-account open positions are monitored daily and appropriate limits are in place.

Liquidity Risk

Liquidity risk is the risk that the Group will be unable to meet its funding requirements. Liquidity risk can be caused by market disruptions or deterioration in the Group's credit quality which may adversely impact certain sources of funding. Liquidity risk management seeks to ensure that, even under adverse conditions, the Group has access to the funds necessary to cover customer needs, maturing liabilities and the capital requirements of its operations. In accordance with Basel III guidelines, the Group monitors its LCR and maintains a portfolio of HQLAs as part of its LCR monitoring and reporting obligations to the UAE Central Bank. As at 31 March 2019, the Group held a portfolio of net HQLAs valued at AED 196.8 billion and had a LCR of 117.1 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 2019.

	<u>As at 31 March 2019</u> (per cent.)
Cash and balances with central banks, Reverse repurchase agreements and Due from banks and financial institutions.....	24.8
Loans and advances	49.0
Investments at fair value through profit or loss, Derivative financial instruments, Non-trading investments and Investment properties.....	20.2
Property and equipment, Intangibles and Other assets	6.0
Total assets	100.0

The day-to-day management of liquidity within the framework of the Group's liquidity risk policy is the responsibility of the asset and liability management desk with global markets which is overseen in this regard by the Group Asset and Liability Committee. The Group uses a maturity ladder (time bucket) approach for managing its liquidity.

The Group's liabilities, in particular its customer deposits, are principally short-term in nature whereas its assets, in particular its loans and advances, are generally of a longer term. The Group believes that this apparent maturity gap is mitigated by the fact that a large part of its customer deposits, although contractually of a short-term nature, as is customary practice in the UAE, historically have been maintained for longer periods. The Group believes that this reflects the strength of its relationship with its principal depositors. Other mitigants include the Group's liquid asset balances, including a part of its investment portfolio and the fact that a number of its loans repay on an instalment basis. Notwithstanding these mitigants, there remains a risk that the Group could be exposed to liquidity risks should there be a significant downturn in market conditions allied with a significant removal of deposits from the Group.

With respect to liquidity risk related ratios, the UAE Central Bank made it mandatory for all UAE based banks to comply with the Eligible Liquid Assets Ratio ("**ELAR**") and an Advances to Stable Resources Ratio ("**ASRR**") as of 1 January 2016, while giving an option for banks to apply for compliance with the Basel III LCR and NSFR in accordance with the timelines set by the Bank for International Settlements. All the aforementioned liquidity ratios are monitored and reviewed by the Group Asset and Liability Committee.

Derivatives

In the ordinary course of its business, the Group enters into a range of transactions that involve derivative instruments. In these transactions, the Group assists its customers and counterparties (typically other financial institutions) in altering their risk profile in a particular area by structuring transactions to meet the particular needs of the customer or counterparty. The positions accumulated from such activity are typically passed on to others in the market but may also be managed as open positions with a view to a limited profit. The Group manages the risks involved in this activity through appropriate limits and stop loss parameters established and monitored by the risk management division.

The Group also enters into derivative transactions to hedge its currency, interest rate and cash flow risks as part of its asset and liability management activities. This hedging may be in respect of specific financial instruments, forecasted transactions or strategic hedging against overall balance sheet exposures.

The total derivatives book by notional value as at 31 March 2019 was AED 2,160.1 billion (with a net mark-to-market of negative AED 1.3 billion).

Operational Risk

Operational risk is the risk of loss resulting from inadequate or failed internal processes/people/systems or from external events, including fraud. The Group has set up an independent operational risk team within the risk management unit for development and automation of an operational risk framework, for monitoring of operational losses on a regular basis and for necessary reporting to executive management. The Group has a dedicated team for the purposes of investigating suspected incidents of fraud.

Detailed operational manuals, internal control mechanisms (including segregation of duties, access, authorisation and reconciliation procedures, staff education and assessment processes), periodic reviews and internal and external audits are tools employed for sound assessment, monitoring and management of operational risk in the Group's business. The Group is in the process of automating the process related to operational risk management through system implementation. The Group has in place an enterprise fraud risk monitoring system to monitor suspicious transactions.

Legal Risk

Legal risk is the risk of losses due to legal or regulatory action that invalidates or otherwise precludes performance by the Group or any of its counterparties under the terms of its contractual agreements. The Group seeks to mitigate this risk through the use of properly reviewed standardised documentation and obtaining appropriate legal advice in relation to its non-standard documentation.

The Group is compliant with FATCA. In line with the inter-governmental agreement finalised by the UAE federal government with the United States Government, the Group has completed its FATCA registration and obtained its Global Institution Identification Number for the Bank and all of its subsidiaries and international branches.

MANAGEMENT

Board of Directors

The Group operates under the direction of the Board of Directors (the "**Board**"), which is the principal decision-making forum with overall responsibility for the Group's strategy and for monitoring the performance of the Group's businesses and executive management. As at the date of this Base Prospectus, the Board comprises nine non-executive members. Each member of the Board is elected at a shareholders' general assembly meeting for a period of three years. All elected directors seeking to serve an additional term are required to seek re-election by the shareholders every three years.

The primary mandate of the Board is to align the Group's strategic objectives, risk appetite and overall corporate governance framework with the best interests of the Group and thereby maximise value for shareholders. This mandate is coupled with responsibility for monitoring and maintaining the Group's financial and economic stability and safeguarding the rights and benefits of all of the Group's stakeholders. Decisions of the Board are, with limited exceptions, made by majority votes of those present (in person or by proxy) at the meeting. The Board and the Group's executive management have delegated certain powers to committees, as described below.

The roles of the Chairman of the Board and the Group's Chief Executive Officer ("**GCEO**") are separate and independent of one another and there is a clear segregation of their respective duties and responsibilities. The Chairman's main responsibility is to lead the Board and ensure the effective engagement and contribution of all directors, so that the Board may fully discharge its legal and regulatory responsibilities.

The Board appoints the GCEO and specifies his powers and authority. The day-to-day management of the Group's business has been delegated by the Board to the GCEO, who is assisted by the other members of executive management. The GCEO, assisted by the other members of executive management, is responsible for controlling and monitoring the Group's business on a day-to-day basis, recommending strategy to the Board, leading executive management and implementing the Board's strategic and operational decisions.

Any candidate for appointment as a director must be considered and approved by the Board's Remuneration and Nomination Committee, the UAE Central Bank and the Group's shareholders at its General Assembly.

The table below shows the names of the members of the Board as at the date of this Base Prospectus.

Name	Position
H.H. Sheikh Tahnoon Bin Zayed Al Nahyan	Chairman
H.E. Nasser Ahmed Khalifa Ahmed Alsowaidi	Vice-Chairman
H.E. Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan	Board Member
H.E. Khaldoon Khalifa Al Mubarak	Board Member
H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri	Board Member
H.E. Mohammed Thani Murshed Ghanem Al Rumaithi	Board Member
H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi	Board Member
H.E. Jassim Mohammed Al Seddiqi	Board Member
H.E. Mohammed Saif Al Suwaidi	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 ó Chairman

H.H. Sheikh Tahnoon Bin Zayed Al Nahyan is the chairman of the Group and the former Chairman of FGB. He also serves as an advisor to the National Security of the UAE and chairman of Royal Group.

H.E. Nasser Ahmed Khalifa Ahmed Alsowaidi ó Vice-Chairman

H.E. Nasser Ahmed Khalifa Ahmed Alsowaidi is the Vice-Chairman of the Group and the former chairman of NBAD. He is the chairman of ETECH Project Management. Over the last 26 years, he has held positions across various economic and financial Government bodies in the UAE, including the Abu Dhabi Executive Council, the Abu Dhabi Investment Authority ("**ADIA**") and the Abu Dhabi National Oil Company ("**ADNOC**"). He holds a degree in economics from the California State Polytechnic University, USA.

H.E. Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan ó Board Member

H.E. Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan is a non-executive director of the Board and a former NBAD board member. With more than 15 years' experience as a business professional, H.E. Sheikh Mohammed is the chairman of the Abu Dhabi National Insurance Company (which is a leading and prominent insurance provider in the region) as well as the chairman of Abu Dhabi National Insurance Company's risk management committee. He holds a degree in international economics and history from the American University of Paris, France.

H.E. Khaldoon Khalifa Al Mubarak ó Board Member

H.E. Khaldoon Khalifa Al Mubarak is a non-executive director of the Board, having previously served as a non-executive director on FGB's board. In 2007 he was made a Commander of the Star of the Order of the Italian Solidarity for his contribution to the international reputation of Italy and its economic relationship with the UAE. He is also co-chair of the Abu Dhabi-Singapore Joint Forum, established to strengthen economic and political ties between Abu Dhabi and Singapore. He also serves as the managing director and group chief executive officer of MIC. In addition, he is the chairman of the Executive Affairs Authority of the Government, which provides strategic policy advice to the chairman of the Abu Dhabi Executive Council, of which he is also a board member. He is also the chairman of the Emirates Nuclear Energy Corporation and Emirates Global Aluminium. He has a degree in economics and finance from Tufts University in Boston, United States.

H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri ó Board Member

H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri is a non-executive director of the Board, having previously served as a non-executive director on NBAD's board. He is also the chairman of Bin Srou Engineering. He is also a board member of Al Dhafra Insurance Abu Dhabi, a board member of Emirates Communication (Etisalat), vice chairman of Abu Dhabi National Hotels Company and vice chairman of Abu Dhabi Aviation. He has previously served as Undersecretary of the Department of Social Services and Commerce Building from 1996 until 2009. He holds a bachelor's degree in civil engineering science.

H.E. Mohammed Thani Murshed Ghanem Al Rumaithi ó Board Member

H.E. Mohammed Thani Murshed Ghanem Al Rumaithi is the head of the Commercial Arbitration Committee at the Abu Dhabi Chamber of Commerce. He is the Second Vice President of the Federation of Chambers of the GCC. In addition, he is the chairman of the Federation of the UAE Chamber of Commerce and Industry, chairman of the Abu Dhabi Chamber of Commerce and Industry, chairman of National Marina Dredging Co., chairman of Arabtec Holding and chairman of Thani Murshed Unilever. He is also a board member of Al Etihad Credit Bureau, board member of the

Environment Agency of Abu Dhabi and board member of the Constitution of the GCC Commercial Arbitration Centre.

H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi ó Board Member

H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi is a non-executive director of the Board, having previously served as a non-executive director on NBAD's board. He is an executive director of the Direct Investment Department at ADIC PJSC. Prior to this, he was the deputy director of the External Funds (Americas) Department at ADIA. He is also a board member of Union National Bank and a board member of Etihad Aviation Group. He holds a degree in business administration (finance) and M.Sc. in finance from Seattle University, USA and is a Chartered Financial Analyst.

H.E. Jassim Mohammed Al Seddiqi ó Board Member

H.E. Jassim Mohammed Al Seddiqi is a non-executive director of the Board, having previously served as a non-executive director on FGB's board. He also serves as the chief executive officer of Abu Dhabi Financial Group. He is also the chairman of Shuaa Capital, Gulf Finance House and Eshraq Properties PJSC and a board member of Abu Dhabi Capital Group and ADNOC Distribution. He has previously served as the chief executive officer of Abu Dhabi Capital Group and a lecturer at the Abu Dhabi based Petroleum Institute. He holds a bachelor's degree in electrical engineering from the University of Wisconsin-Madison and a master's degree in electrical engineering from Cornell University, United States.

H.E. Mohammed Saif Al Suwaidi ó Board Member

H.E. Mohammed Saif Al Suwaidi is a non-executive director of the Board, having previously served as a non-executive director on FGB's board. He is the director general of the Abu Dhabi Fund for Development. He also serves as chairman of Al Ain Farms for Livestock Production and as a board member of the Abu Dhabi Centre of Food Security, Al Jazira Sports and Cultural Club, UAE Red Crescent and Agthia. He has previously served as the director of operations department at the Abu Dhabi Fund for Development for 11 years where he was in charge of all the projects financed by the fund. He holds a bachelor's degree in business administration from California Baptist University, United States.

The business address of each member of the Board is First Abu Dhabi Bank PJSC, FAB Building, Khalifa Business Park ó 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 ó Related Party Transactions*" and Note 29 (*Related parties*) to the Interim Financial Statements.

Except as disclosed in the next paragraph, no member of the Board named in the table above has any actual or potential conflict of interest between his duties to the Group and his private interests and/or other duties.

Each of the directors of the Group named in the table above has outside interests in entities other than the Group, including employment and/or directorships with third parties (as set out in their respective biographies). Given the wide scope of the Group's operations, such entities have banking and/or other commercial relationships with the Group. Some Board members also have personal banking relationships with the Group. As the directors are involved in the Group's decision-making process and have knowledge of the Group's products and services, including the commercial terms thereof, a

potential conflict of interest may arise. However, the Group has established robust internal procedures to deal with any such potential conflict, including the relevant director being excluded from voting at board meetings on issues which relate to the relevant director's and/or other connected entity's dealings with the Group.

The Group is committed to managing all related party transactions and potential conflicts of interest which may arise and to meet the Group's obligations to maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to identify, monitor and manage related party transactions and conflicts of interest.

The Group's code of conduct covers the conduct of members of the Board. The code binds signatories to the highest standards of professionalism and due diligence in the performance of their duties. It also covers conflicts of interest, disclosure and the confidentiality of insider information. Members of the Board are bound by specific regulations relating to insider trading and are required to disclose details of their shareholdings in the Group.

The Group maintains a register for all conflict of interest cases.

Board Committees

The Board has established the following four Board-level committees which are described below. The roles and authorities of each Board committee are defined and delegated by the Board and are described in each committee's charter. Each Board committee reviews its charter on a periodic basis and submits any recommendations for amendments or updates to the Board for approval. The Board committees also submit reports to the Board's Chairman each quarter regarding their respective duties.

Board Remuneration and Nomination Committee

The REMCO comprises three members of the Board and the GCEO as an executive member. The REMCO has overall responsibility for recommending and overseeing the appointment of members of the Board and executive management and ensuring that they discharge their responsibilities in the interests of the shareholders and the Group as a whole. The REMCO also oversees (and has ultimate responsibility for approving) compensation packages (including, but not limited to, fixed and variable salaries, long term incentives and other benefits) and ensures that these are appropriate and consistent with the Group's culture, business and risk strategy, performance and control environment as well as with any legal or regulatory requirements.

As at the date of this Base Prospectus, the members of the REMCO are: H.H. Sheikh Tahnoon Bin Zayed Al Nahyan ó Chairman, H.E. Nasser Ahmed Khalifa Ahmed Alsowaidi, H.E. Khaldoon Khalifa Al Mubarak and the GCEO.

A quorum of a majority of the members is required to convene a meeting of the REMCO. Only members of the REMCO and the Group's Chief People Officer (as a permanent invitee) are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The REMCO is required to hold a minimum of two meetings per year and provides regular reports to the Board. In the three months ended 31 March 2019, the REMCO had met once.

Board Management Committee

The BMC comprises four members of the Board and the GCEO as an executive member. The BMC, on behalf of the Board, is responsible for approving and overseeing the execution of the Group's business plan in line with the Board approved strategy. The BMC oversees the Group's overall

management and ensures that the Group's business policies and practices are in line with the Group's business interests and are in alignment with sound corporate governance and compliance standards including provisions of the UAE Central Bank.

As at the date of this Base Prospectus, the members of the BMC are: H.E. Khaldoon Khalifa Al Mubarak ó Chairman, H.E. Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan, H.E. Mohammed Saif Al Suwaidi, H.E. Jassim Mohammed Al Seddiqi and the GCEO.

A quorum of a majority of the members is required to convene a meeting of the BMC and only members of the BMC are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The BMC is required to hold a minimum of four meetings per year and provides regular reports to the Board. In the three months ended 31 March, the BMC had not met.

Board Risk and Compliance Committee

The BRCC comprises three members of the Board and the GCEO as an executive member. Under authority delegated by the Board, the BRCC plays a key role in the fulfilment of corporate governance standards and overall risk management by assisting the Board in the formulation of strategy for enterprise-wide risk management, evaluation of overall risks faced by the Group, alignment of risk policies with business strategies and ultimate determination of the level of risks which will be in the best interests of the Group through risk based capital planning. The BRCC, by virtue of powers delegated to it by the Board, also approves changes in risk management policies as and when required.

As at the date of this Base Prospectus, the members of the BRCC are: H.E. Khalifa Sultan Ahmed Sultan Al Suwaidi ó Chairman, H.E. Mohammed Thani Murshed Ghanem Al Rumaithi, H.E. Mohammed Saif Al Suwaidi and the GCEO.

A quorum of a majority of the members is required to convene a meeting of the BRCC. Only members of the BRCC and the Group's Chief Risk Officer (as a permanent invitee) are entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The BRCC is required to hold a minimum of four meetings per year and provides regular reports to the Board. In the three months ended 31 March 2019, the BRCC had met once.

Board Audit Committee

The BAC comprises three members of the Board and the GCEO as an executive member. This committee is principally responsible for reviewing the internal audit programme, considering the major findings of each internal audit review, making appropriate investigations and responses ensuring co-ordination between the internal and external auditors keeping under review the effectiveness of internal control systems, and in particular reviewing the external auditor's management letter and management's response thereto.

As at the date of this Base Prospectus, the members of the BAC are: H.E. Jassim Mohammed Al Seddiqi ó Chairman, H.E. Mohammed Thani Murshed Ghanem Al Rumaithi, H.E. Sheikh Ahmed Mohammed Sultan Al Dhaheri and the GCEO.

A quorum of at least three members (inclusive of the Chairman) is required to convene a meeting of the BAC. Only members of the BAC and the Group's Chief Audit Officer (as a permanent invitee) are

entitled to attend the committee's meetings, although members of management and other specialists may be invited to attend meetings upon request of the committee.

The BAC is required to hold a minimum of four meetings per year and provides regular reports to the Board. In the three months ended 31 March 2019, the BAC had met once.

Executive Management

The Group has an experienced executive management team which is responsible for day-to-day supervision and control of the Group's business, particularly with respect to ensuring functionality of compliance and risk control, independence of functions, and separation of duties. Business policies, accounting policies and operations procedures and controls are documented and communicated through policies and standard operating procedures manuals which cover all areas and activities of the Group. All significant policies are reviewed and approved by the Board.

Name	Position
Mr. Abdulhamid Saeed	Group Chief Executive Officer
Mr. Andre Sayegh.....	Deputy Group Chief Executive Officer and Group Head of CIB
Mr. Zulfiqar Ali Sulaiman	Group Head of International Banking and Group Chief Operation/Integration Officer
Mr. Arif Shaikh	Group Chief Risk Officer
Mr. Karim Karoui	Group Head of Subsidiaries, Strategy and Transformation
Ms. Hana Al Rostamani.....	Group Head of PBG
Mr. James Burdett.....	Group Chief Financial Officer
Mr. Fadhel A. B. Al Ali	Group Chief Customer Experience and Digital Officer
Mr. Shirish Bhide	Group Chief Credit Officer
Mr. Peter Baker	Group Chief Human Resource Officer
Mr. Nurendra Perera.....	Group Chief Audit Officer

Detailed below is brief biographical information about each member of the Group's executive management team as at the date of this Base Prospectus.

Mr. Abdulhamid Saeed ó Group Chief Executive Officer

Mr. Saeed is the GCEO and was a former FGB board member and managing director of FGB. He is also the managing director of Al Reem Investments and a board member of MIC. Mr. Saeed also serves on the board of directors of Sky News Arabia and Abu Dhabi Financial Group. He has more than 31 years' experience in the financial institution sector. Before moving to FGB in 1999, Mr. Saeed worked at Citibank in the UAE for eighteen years where he also held various key positions.

Mr. Saeed holds a bachelor's degree in business administration from the University of Arizona, United States.

Mr. Andre Sayegh ó Deputy Group Chief Executive Officer and Group Head of CIB

Mr. Sayegh is the Group's Deputy Chief Executive Officer and Group Head of CIB, before which he served as chief executive officer at FGB since 2006.

He has over two decades of banking and financial services experience. Prior to his nomination as FGB chief executive officer, Mr. Sayegh had served as the chief operating officer of FGB since 1999 and was responsible for corporate banking, credit, risk and legal, operations and human resources. Before joining FGB, Mr. Sayegh also worked with leading regional and financial institutions. He was with Citibank within corporate banking, consumer banking and private banking in various international locations. He also served with Arab Bank in Lebanon and with a leading investment firm in Canada.

Fluent in Arabic, English, French and Spanish, Mr. Sayegh holds a BBA in finance and an MBA in corporate finance and banking from the American University of Beirut, Lebanon. He has also completed a project at Columbia University, majoring in the evolution of financial institutions.

Mr. Zulfiqar Ali Sulaiman ó Group Head of International Banking and Group Chief Operation/Integration Officer

Mr. Sulaiman is the Group's Head of International Banking and the Group's Chief Operation/Integration Officer, before which he served as chief operating officer at FGB with responsibility for managing FGB's support functions including IT, operations, corporate real estate services and administration. Mr. Sulaiman has more than 36 years of banking experience in the Middle East, Africa and South Asia. Prior to joining FGB, he held a number of senior positions including chief financial officer, country compliance and control head at Citibank and head of Citibank in Oman.

He holds a bachelor's degree in commerce, majoring in accounting and finance from Karachi University, Pakistan as well as a certificate in the Master of Business Administration programme in accounting and finance from the Institute of Business Administration, Karachi, Pakistan.

Mr. Arif Shaikh ó Group Chief Risk Officer

Mr. Shaikh is the Group's Chief Risk Officer, having previously served in the same role for FGB. He has 32 years of experience in enterprise risk management (ERM), governance, legal, audit and strategic business review functions. He has led several audit and risk assignments as head of audit for South Asia at Standard Chartered Bank and ANZ Grindlays Bank in India. Mr. Shaikh has worked across multiple financial institutions across the UAE, India, Hong Kong and Australia.

Mr. Shaikh is a Chartered Accountant and an Associate Member of the Institute of Chartered Accountants in India. He holds a bachelor's degree in law from Government Law College, India.

Mr. Karim Karoui ó Group Head of Subsidiaries, Strategy and Transformation

Mr. Karoui is the Group's Head of Subsidiaries, Strategy and Transformation, prior to which he served as FGB's chief financial officer. Mr. Karoui has more than 25 years of banking experience and also has extensive experience in company audit and financial management. Before joining FGB, Mr. Karoui worked with leading regional and financial institutions, including Citibank in Tunisia for over eight years. Mr. Karoui is also a board member of the following subsidiaries of the Bank: Aseel, Dubai First and First Gulf Libyan Bank.

He holds a master's degree in accounting from IHEC, Carthage, Tunisia.

Ms. Hana Al Rostamani ó Group Head of PBG

Ms. Al Rostamani is the Group's Head of PBG, before which she served as head of consumer banking at FGB where she was responsible for the growth of FGB's consumer banking group in the UAE. Previously, she worked with FGB in corporate strategy, corporate communications, branding, branch management, product development, consumer credit policy, card operations management and consumer behaviour metrics.

She holds a master's degree in information management from the George Washington University, United States and has also completed a certificate in bank card management from the Visa International Association and the U.K. Chartered Institute of Bankers.

Mr. James Burdett ó Group Chief Financial Officer

Mr. Burdett is the Group's Chief Financial Officer having held the same position at NBAD since joining NBAD from ANZ on 30 April 2014. At ANZ, Mr. Burdett also served as chief financial officer for international and institutional banking. Prior to his role at ANZ, Mr. Burdett was chief financial officer at ANZ for the Asia-Pacific, Europe and Americas regions. Mr. Burdett also spent 17 years at HSBC, initially serving as chief financial officer for various regional operations positions before undertaking the role of group head of management information, planning and analysis and a member of the finance management board chaired by the HSBC group chief financial officer. In his role as Group Chief Financial Officer, Mr. Burdett has responsibility for the Group's finance and treasury functions.

Mr. Burdett has worked for a number of international banks in Hong Kong, Australia, England, Singapore, China and Indonesia. Mr. Burdett is a Chartered Accountant and studied accounting and finance at the Auckland Institute of Technology, New Zealand.

Mr. Fadhel A. B. Al Ali ó Group Chief Customer Experience and Digital Officer

Mr. Al Ali is the Group's Chief Customer Experience and Digital Officer. He joined the Group on 1 July 2017. Mr. Al Ali has an extensive experience in corporate governance and strategic commercial roles across a range of industries, including real estate, hospitality, investment and banking. Prior to joining the Group, he was appointed as chief executive officer of Dubai Holding. He has also worked at Citibank as head of UAE distribution and spent nearly 15 years of his career at Citibank.

He holds a bachelor's degree in industrial and system engineering from the University of Southern California, United States.

Mr. Shirish Bhide ó Group Chief Credit Officer

Mr. Bhide is the Group's Chief Credit Officer having previously served in the same role at FGB. Mr. Bhide has around 26 years of international banking experience in various leadership roles across the industry. Mr. Bhide worked with Citibank in India, South Africa and Uganda for almost 20 years in various roles before leaving to join The National Commercial Bank in Jeddah, Saudi Arabia. He joined FGB as its chief credit officer in March 2013 and was subsequently appointed as acting head of FGB's wholesale banking and international team in May 2016.

Mr. Bhide holds an MBA from the University of Poona, India and a postgraduate diploma in accounting and finance from the London School of Economics.

Mr. Peter Baker ó Group Chief Human Resource Officer

Mr. Baker is the Group's Chief Human Resource Officer. He has around 25 years of experience across Asia Pacific, United States, Europe, Middle East and Africa in human resources, sales and marketing and has previously served in those roles at Procter & Gamble and Maersk Group. Prior to joining the Group, Mr. Baker was the chief human resources officer for Damco (a world leader in logistics and supply chain management with a presence in over 80 countries).

Mr. Baker holds a bachelor's degree in business from the University of Technology, Sydney.

Mr. Nurendra Perera ó Group Chief Audit Officer

Mr. Perera is the Group Chief Audit Officer. He is also a permanent invitee/observer to the Group Executive Management Committee and sits on the BAC.

With over 30 years' banking experience, he joined FGB in 2001 as the Deputy Head of Internal Audit and served as the Head of Group Internal Audit at the FGB from 2007 until the Merger. He has previously worked with National Bank of Umm Al Quwain, Sampath Bank and Commercial Bank plc in the UAE and Sri Lanka.

Mr. Perera holds a master's degree in business administration with a specialisation in finance and is a Certified Internal Auditor and Certified Financial Services Auditor with the following certifications: CIA, CFSA and CRMA from the Institute of Internal Auditors (U.S.), CISA and CRISC from ISACA (U.S.) and CIB (United Kingdom).

The business address of each member of the executive management is First Abu Dhabi Bank PJSC, FAB Building, Khalifa Business Park ó Al Qurm District, P.O. Box 6316, Abu Dhabi, United Arab Emirates.

No member of the Group's executive management has any actual or potential conflict of interest between his duties to the Group and his private interests and/or other duties.

Executive Management Committees

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

Group Executive Management Committee

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

As at the date of this Base Prospectus, the Group Executive Management Committee has 11 voting members, with one non-voting member (the Group Chief Audit Officer who is a permanent invitee). The GCEO serves as chairman of the committee. A quorum of six members is required to convene a meeting.

The Group Executive Management Committee is required to meet at least monthly or as otherwise required. In the three months ended 31 March 2019, the Group Executive Management Committee had met three times.

Group Risk Committee

The Group Risk Committee operates under a delegated authority from the Group Executive Management Committee and also assists the BRCC. The primary objectives of the Group Risk Committee are to define, develop and periodically monitor the Group's risk appetite along with its related methodology, parameters, targets, and tolerances taking into account the Group's strategy and business planning. In addition, the committee is accountable to highlight, discuss and monitor key regulations, both local and international and as they apply to all businesses where the Group operates. The committee will report relevant matters to the Group Executive Management Committee and, as appropriate, the BRCC, advising and informing them as required on the Group's risk appetite and framework and on key compliance and other regulatory risk matters.

As at the date of this Base Prospectus, the Group Risk Committee has eight voting members, with the Group Chief Executive Officer serving as chairman of the committee. A quorum of five members is required to convene a meeting.

The Group Risk Committee is required to meet at least quarterly or as otherwise required. In the three months ended 31 March 2019, the Group Risk Committee had met once.

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

Group Compliance Committee

The Group Compliance Committee is appointed by the Group Executive Management Committee to assist the BRCC 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 in respect of operations across the Group.

As at date of this Base Prospectus, the Group Compliance Committee has six voting members, with the Deputy Group Chief Executive serving as chairman of the committee. A quorum of four members is required to convene a meeting.

The Group Compliance Committee is required to meet at least quarterly or as otherwise required. In the three months ended 31 March 2019, the Group Compliance Committee had met once.

Group Asset and Liability Committee

The Group Asset and Liability Committee operates under a delegated authority from the Group Executive Management Committee and is the driving force and key decision maker behind the structure and quality of the balance sheet. The committee is directly accountable to the BRCC for ensuring that the risks within the Group's asset and liability position are prudently managed by way of strong Group policy and procedures and an appropriate risk framework.

As at the date of this Base Prospectus, the Group Asset and Liability Committee has 11 voting members, with GCEO serving as chairman of the committee. A quorum of six members is required to convene a meeting.

The Group Asset and Liability Committee is required to meet at least monthly or as otherwise required. In the three months ended 31 March 2019, the Group Asset and Liability Committee had met three times.

Group Corporate and Investment Banking Credit Committee

The Group Corporate and Investment Banking Credit Committee operates under a delegated authority from the Group Executive Management Committee. It assists in the development and implementation of the Group's CIB business credit strategy and policies and procedures. The principle role of the committee is to oversee the credit and lending strategies and objectives of the Group.

As at the date of this Base Prospectus, the Group Corporate and Investment Banking Credit Committee has four voting members, with GCEO serving as chairman of the committee. A quorum of three members is required to convene a meeting.

The Group Corporate and Investment Banking Credit Committee is required to meet at least monthly or as otherwise required. In the three months ended 31 March 2019, the Group Corporate and Investment Banking Credit Committee had met twice.

Group Personal Banking Credit Committee

The Group Personal Banking Credit Committee operates under a delegated authority from the Group Executive Management Committee and supports the work of the BMC (and the BRCC) in assisting

with the development and implementation of credit strategy, for personal banking businesses within Group.

As at the date of this Base Prospectus, the Group Personal Banking Credit Committee has four voting members, with GCEO serving as chairman of the committee. A quorum of three members is required to convene a meeting.

The Group Personal Banking Credit Committee is required to meet at least quarterly or as otherwise required. In the three months ended 31 March 2019, the Group Personal Banking Credit Committee had met once.

Group Human Resources Steering Committee

The principal role of the Group Human Resources Steering Committee is to assist the Group Executive Management Committee and the REMCO in fulfilling their respective duties with regard to implementing strategic as well as operational human resource initiatives. The committee's role is also to approve human resource initiatives and policies to ensure that the Group's requirements from an employee perspective are considered and changes, as necessary, are approved or are submitted for approval to the relevant governance body. The committee is the formal sponsor of all material human resources initiatives across the Group in line with the Group's employee value proposition.

As at the date of this Base Prospectus, the Group Human Resources Steering Committee has eight members, with the GCEO serving as chairman of the committee. A quorum of five members is required to convene a meeting.

The Group Human Resources Steering Committee is required to meet at least quarterly or as otherwise required. In the three months ended 31 March 2019, the Group Human Resources Steering Committee had met once.

Group Digital Committee

The Group Digital Committee was appointed by the EXCO as a sub-committee of the EXCO in order to direct and oversee implementation of the Bank's digital transformation strategy.

As at date of this Base Prospectus, the Group Digital Committee has seven voting members, with the GCEO serving as chairman of the committee. A quorum of four members is required to convene a meeting.

The Group Digital Committee is required to meet on a quarterly basis or as otherwise required. In the three months ended 31 March 2019, the Group Digital Committee had not met.

Group Operational Risk Committee

The Group Operational Risk Committee is appointed by the Group Executive Management Committee to assist the Group Executive Management Committee in fulfilling its objective of overseeing the Group's operational risk management, business continuity and information security responsibilities. The Group Operational Risk Committee is responsible for managing and reporting the Group's operational risk profile, ratifying the Group's information security policy and procedures and integrating the Group's business continuity management policy and business recovery strategy.

As at date of this Base Prospectus, the Group Operational Risk Committee has nine voting members, with the Group Chief Operation Officer serving as chairman of the committee. A quorum of five members is required to convene a meeting.

The Group Operational Risk Committee is required to meet on a quarterly basis or as otherwise required. In the three months ended 31 March 2019, the Group Operational Risk Committee had met once.

Information Security Committee

The Information Security Committee is appointed by the Group Executive Management Committee to assist the BRCC and the Group Risk Committee. The main objectives of the Information Security Committee are to oversee, review and take decisions in respect of the implementation of the Group's IT security controls to ensure that information assets of the Group are adequately protected and in order to enhance the Group's capabilities in information security matters (including information security risk management, security governance, policy management, security programme management, security architecture, security awareness, security monitoring, cybersecurity, international security compliance and identity access management) in alignment with the principles of the ERMP.

As at date of this Base Prospectus, the Information Security Committee has five voting members, with the Group Chief Operation Officer serving as chairman of the committee. A quorum of three members is required to convene a meeting.

The Information Security Committee is required to meet on monthly basis or as otherwise required. In the three months ended 31 March 2019, the Information Security Committee had met once.

Group Technology Steering Committee

The Group Technology Steering Committee is appointed by the EXCO. It assists in fulfilling EXCO's corporate governance and oversight responsibilities of all technology and information systems across the Group and supports the BRCC in its oversight of the Group's IT governance framework. The Group Technology Steering Committee makes recommendations to EXCO regarding significant technology investments in support of the Group's strategy. The Group Technology Steering Committee ensures alignment of business strategies with technology priorities and acts to protect and enhance the shareholders' investment in technology.

As at date of this Base Prospectus, the Group Technology Steering Committee has nine voting members, with the Group Chief Credit Officer serving as chairman of the committee. A quorum of five members is required to convene a meeting.

The Group Technology Security Committee is required to meet on monthly basis or as otherwise required. In the three months ended 31 March 2019, the Group Technology Security Committee had met once.

Corporate Governance

Pursuant to Ministerial Resolution No. 518 of 2009 Concerning Governance Rules and Corporate Discipline Standards, the SCA issued a governance code applicable to all joint stock companies, requiring compliance by April 2010. However, by way of an exemption issued by the Ministry of Economy and notified to UAE banks and other financial institutions through a circular sent out by the Emirates Banks Association dated 8 March 2010, all UAE banks and other financial institutions subject to the UAE Central Bank control and licensing shall be exempted from the SCA's governance code. Consequently, the Group will be required to adhere to the UAE Central Bank's corporate governance guidelines, as may be issued from time to time. In June 2009, the UAE Central Bank issued revised draft corporate governance guidelines for UAE bank directors. The Group is already broadly in compliance with these requirements. The Group has established the BRCC to assist the Board in shaping and monitoring corporate governance policies and practices as well as to evaluate its

compliance with existing policies in fulfilling their duties by shaping, monitoring and evaluating compliance with the Group's corporate governance policies and practices. See further "*Management ó Board Committees*".

OVERVIEW OF THE UNITED ARAB EMIRATES AND ABU DHABI

The UAE

The UAE is a federation of seven Emirates. Formerly known as the Trucial States, they were a British protectorate until they achieved independence in December 1971 and merged to form the United Arab Emirates. Each Emirate has a local government headed by the Ruler of the Emirate. There is a federal government which is headed by the President. The federal budget is principally funded by Abu Dhabi.

The federation is governed by the Supreme Council of the Rulers which consists of the Rulers of the seven Emirates. The Supreme Council elects from its own membership the President and the Vice President (for renewable five-year terms). H.H. Sheikh Zayed bin Sultan Al Nahyan, the late Ruler of Abu Dhabi, held the position of President from 1971 until his death in November 2004. During his long presidency, H.H. Sheikh Zayed bin Sultan Al Nahyan oversaw massive investment in the infrastructure of the UAE, which transformed the country. Following his death, his son H.H. Sheikh Khalifa bin Zayed Al Nahyan took over as Ruler of Abu Dhabi and has been elected as President of the UAE.

According to OPEC data, at 31 December 2017, the UAE had approximately 6.6 per cent. of the world's proven crude oil reserves (giving it the sixth largest oil reserves in the world) (*source*: OPEC Annual Statistical Bulletin 2018). Based on IMF data, real GDP growth in the UAE was 5.1 per cent. in 2015, 3.0 per cent. in 2016, 0.8 per cent. in 2017 and 1.7 per cent. in 2018 (*source*: World Economic Outlook (April 2019)). According to preliminary data produced by the FCSA, the hydrocarbon sector (mining and quarrying) accounted for 22.3 per cent. of the UAE's GDP in 2017 and crude oil, petroleum products and gas exports accounted for 15.1 per cent. of the total value of the UAE's exports of goods and services (including re-exports) in 2017.

Moody's Investors Service Singapore Pte. Ltd. in its annual credit analysis dated 31 May 2019 affirmed the UAE's credit rating of Aa2 (with a stable outlook). This high investment grade rating is provided on the basis of the assumption that the Government (which, in turn, benefits from the sizeable sovereign assets of ADIA) would provide unconditional financial support. Superior infrastructure, very high per capita income, and vast hydrocarbon reserves also support the UAE's creditworthiness. The UAE is not rated by any other rating agency.

The MSCI Emerging Markets Index classifies the UAE as an "emerging market" economy with 11 UAE companies (including the Bank) included on the benchmark index.

Abu Dhabi

Abu Dhabi is the richest of the seven Emirates based on nominal GDP (*source*: FCSA) and is also the largest based on population (*source*: FCSA and Statistics Centre). The city of Abu Dhabi is also the capital of the UAE.

The populations of both the UAE and Abu Dhabi have grown significantly since 1975, reflecting an influx of foreign labour, principally from Asia, as the Emirates have developed.

The table below illustrates this growth using official census data since 1975.

	2005	1995	1985	1980	1975
Abu Dhabi population	1,399,484	942,463	566,036	451,848	211,812
Total UAE population	4,106,427	2,411,041	1,379,303	1,042,099	557,887

Sources: Official census data published by the FCSA.

