



National Bank of Abu Dhabi P.J.S.C.

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

U.S.\$7,500,000,000 Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme described in this Base Prospectus (the "Programme"), National Bank of Abu Dhabi P.J.S.C. (the "Issuer" or the "Bank"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "Notes"). The aggregate nominal amount of Notes outstanding will not at any time exceed U.S.\$7,500,000,000 (or the equivalent in other currencies) at the date of issue.

Application has been made to the United Kingdom Financial Conduct Authority in its capacity as competent authority (the "UK Listing Authority") for Notes issued under the Programme (other than Unlisted Notes (as defined below)) for the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the UK Listing Authority (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 (as defined below) (the "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 Market and have been admitted to the Official List. The Market is a regulated market for the purposes of Directive 2004/39/EC (the "Markets in Financial Instruments Directive").

Each Series (as defined in "Overview of the Programme") of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a "temporary Global Note") or a permanent global note in bearer form (each a "permanent Global Note"). Notes in registered form will be represented by registered certificates (each a "Certificate"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Global Notes and Certificates may be deposited on the issue date with a common depository on behalf of Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream, Luxembourg"). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Summary of Provisions Relating to the Notes While in Global Form".

An investment in the Notes involves certain risks. Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus.

Arrangers for the Programme

Barclays

National Bank of Abu Dhabi P.J.S.C.

Dealers

Barclays

BofA Merrill Lynch

Deutsche Bank

J.P. Morgan

National Bank of Abu Dhabi P.J.S.C.

BNP PARIBAS

Citigroup

HSBC

Morgan Stanley

Société Générale Corporate & Investment

Banking

Standard Chartered Bank

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

The ratings for the Issuer's senior debt, as noted in the section headed "National Bank of Abu Dhabi P.J.S.C." below, have been provided by Fitch Ratings Limited ("Fitch"), Moody's Investors Services Ltd ("Moody's") and Standard & Poor's Credit Market Services Europe Limited ("S&P").

Fitch, Moody's and S&P are established in the European Union and are registered under the CRA Regulation.

In the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area (the "EEA Regulated Market") or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU) and including any relevant implementing measure in a relevant Member State of the European Economic Area (the "Prospectus Directive"), the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

The Programme also permits Notes to be issued on the basis that they will not be admitted to trading on a regulated market for the purposes of the Markets in Financial Instruments Directive in the European Economic Area and/or quotation by any competent authority, stock exchange and/or quotation system ("Unlisted Notes").

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 Unlisted Notes) a pricing supplement (the "Pricing Supplement"). In the case of a Tranche of Notes which is the subject of a Pricing Supplement, 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 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.

The requirement to publish a prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on an EEA Regulated Market 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 "Unlisted Notes" are to Notes issued by the Issuer for which no base prospectus is required to be published under the Prospectus Directive. Unlisted Notes do not form part of this Base Prospectus for the purposes of the Prospectus Directive and the UK Listing Authority has neither approved nor reviewed information contained in this Base Prospectus in connection with Unlisted Notes.

This Base Prospectus comprises a base prospectus for the purposes of the Prospectus Directive and for the purpose of giving information with regard to the Issuer and its subsidiaries (each a "Subsidiary") taken as a whole (together, the "Group"), and the Notes which, according to the particular nature of the Issuer 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 Issuer.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms or (in the case of Unlisted Notes) the Pricing Supplement for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Certain information under the headings "Risk Factors", "Summary of Provisions Relating to the Notes While in Global Form", "Overview of the UAE and Abu Dhabi" and "The United Arab Emirates Banking Sector and Regulations" has been extracted from information provided by the Hong Kong Monetary Authority (in the case of "Risk Factors"), the Organisation of the Petroleum Exporting Countries (in the case of "Risk Factors" and "Overview of the UAE and Abu Dhabi"), Moody's Investors Service Singapore Pte. Ltd., Fitch, S&P, publications of the UAE and Abu Dhabi governments, including the Statistics Centre of Abu Dhabi ("SCAD"), the UAE National Bureau of Statistics and the International Monetary Fund (the "IMF") (in the case of "Overview of the UAE and Abu Dhabi"), the Central Bank of the UAE (the "UAE Central Bank") and the IMF (in the case of "The United Arab Emirates Banking Sector and Regulations") and the clearing systems referred to therein (in the case of "Summary of Provisions Relating to the Notes While in Global Form"). The Issuer 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 the relevant sources referred to, no facts have been omitted which would render the reproduced information inaccurate or misleading.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, or any of the Dealers or the Arrangers (as defined in "Overview of the Programme"). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since 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 in the financial position of the Issuer or the Group since the date hereof or 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 as of 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 the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arrangers to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see "*Subscription and Sale*".

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

The Arrangers and the Dealers have not separately verified the information contained in this Base Prospectus. None of the Dealers or the Arrangers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arrangers or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arrangers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arrangers.

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

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

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) 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 and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall 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 such 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 investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) 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 Notes under any applicable risk-based capital or similar rules. All references in this document to "U.S. dollars", "U.S.\$" and "\$" refer to United States dollars, all references to "Renminbi", "RMB" or "CNY" are to the lawful currency of the People's Republic of China ("PRC") (which, for the purposes of this Base Prospectus, excludes the Hong Kong Special Administrative Region of the PRC ("Hong Kong"), the Macau Special Administrative Region of the PRC ("Macau") and Taiwan), to "dirham" and "AED" refer to United Arab Emirates dirham to "euro" and "€" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, to "Malaysian ringgit" and "MYR" refer to Malaysian ringgit, the lawful currency of Malaysia, to "Australian dollar" and "AUD" refer to Australian dollars, the lawful currency of the Commonwealth of Australia and to "Japanese yen" and "JPY" refer to Japanese yen, the lawful currency of Japan. The exchange rate between the AED and the United States dollar has been fixed since 22 November 1980 at U.S.\$1.00 = AED 3.6725. Such translation should not be construed as representing that United Arab Emirates dirham amounts have been or could have been converted into United States dollars at this or any other rate of exchange. All references to "UAE" are to the United Arab Emirates. Certain amounts (including percentages) included in this Base Prospectus may have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an exact arithmetic aggregation of the figures to which they relate.

In connection with the issue of any Tranche, one or more relevant Dealers (the "Stabilisation Manager(s)") (or any person acting on behalf of any Stabilisation Manager(s)) 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, there is no assurance that the Stabilisation Manager(s) (or any person acting on behalf of a Stabilisation Manager) will undertake stabilisation action. 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 is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

NOTICE TO BAHRAIN RESIDENTS

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 accountholders 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 in 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 securities 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 for an offer outside the Kingdom of Bahrain.

The CBB has not reviewed, approved or registered the 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.

KINGDOM OF SAUDI ARABIA NOTICE

This Base Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations 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.

TABLE OF CONTENTS

Supplemental Base Prospectus	7
Overview of the Programme	8
Risk Factors	12
Documents Incorporated by Reference	23
Terms and Conditions of the Notes	24
Summary of Provisions Relating to the Notes While in Global Form.....	49
Use of Proceeds.....	54
National Bank of Abu Dhabi P.J.S.C.....	55
Overview of the UAE and Abu Dhabi.....	90
The United Arab Emirates Banking Sector and Regulations	96
Taxation.....	104
Subscription and Sale	108
Form of Final Terms.....	112
Form of Pricing Supplement.....	118
General Information	124

SUPPLEMENTAL BASE PROSPECTUS

In addition to its obligations under Section 87 of the Financial Services and Markets Act 2000 (the "FSMA"), the Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any subsequent issue of Notes and whose inclusion in this Base Prospectus or removal is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to such Notes, the Issuer shall prepare an amendment or supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any such subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

OVERVIEW OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Base Prospectus.

- Issuer:** National Bank of Abu Dhabi P.J.S.C.
- The Issuer was incorporated on 13 February 1968 with limited liability and is registered as a public joint stock company in accordance with the UAE Commercial Companies Law No. (8) of 1984 (as amended). The Issuer's shares are listed on the Abu Dhabi Securities Exchange. The Government of Abu Dhabi, via the Abu Dhabi Investment Council, holds 69.93 per cent. of the Issuer's outstanding share capital.
- The Issuer operates in the UAE under a banking licence granted for an indefinite period of time by the UAE Central Bank. Its registered office address is P.O. Box 4, Abu Dhabi, United Arab Emirates (telephone number: +9712 6111111).
- The Issuer is one of the primary bankers to the Government of Abu Dhabi and public sector companies in the emirate. It is a leading corporate bank and has retail banking, investment banking, stockbroking and treasury operations. It has a large international presence, with 54 international branches, cash offices, subsidiaries and representative offices as at the date of this Base Prospectus.
- The Issuer is organised into three business divisions, which form the basis of the primary segment reporting information in the Issuer's consolidated annual financial statements. These are Global Wholesale, Global Retail and Commercial and Global Wealth.
- Description:** Euro Medium Term Note Programme.
- Size:** Up to U.S.\$7,500,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
- Arrangers:** Barclays Bank PLC
National Bank of Abu Dhabi P.J.S.C.
- Dealers:** Barclays Bank PLC
BNP Paribas
Citigroup Global Markets Limited
Deutsche Bank AG, London Branch
HSBC Bank plc
J.P. Morgan Securities plc
Merrill Lynch International
Morgan Stanley & Co. International plc
National Bank of Abu Dhabi P.J.S.C.
Société Générale
Standard Chartered Bank
- The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "Permanent Dealers" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to "Dealers" are to all Permanent Dealers and all persons appointed as a dealer in respect of

one or more Tranches.

Fiscal Agent:	Deutsche Bank AG, London Branch
Registrar:	Deutsche Bank Luxembourg S.A.
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The 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 be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest (if any) and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the Final Terms or, in the case of Unlisted Notes, the Pricing Supplement.
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Form of Notes:	The Notes may be issued in bearer form only ("Bearer Notes"), in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes") or in registered form only ("Registered Notes"). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "Overview of the Programme – Selling Restrictions"), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as "Global Certificates".
Clearing Systems:	Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Fiscal Agent, the relevant Dealer and, where relevant, the Registrar.
Initial Delivery of Notes:	On or before the issue date for each Tranche, the Global Note representing Bearer Notes or Exchangeable Bearer Notes or the Certificate representing Registered Notes may be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes or Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity of at least one month.
Denomination:	Definitive Notes will be in such denominations as may be specified in the relevant Final Terms or Pricing Supplement, as the case may be, save that in the case of any Notes which are to be admitted to trading on an

EEA Regulated Market or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of 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.; or
- (ii) on the basis of the reference rate set out in the relevant Final Terms or Pricing Supplement, as the case may be.

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

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer 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 Issuer and the relevant Dealer.

Zero Coupon Notes: Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.

Interest Periods and Interest Rates: The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period.

Redemption: The relevant Final Terms or Pricing Supplement, as the case may be, will specify the basis for calculating the redemption amounts payable.

Optional Redemption: The relevant Final Terms or Pricing Supplement, as the case may be, issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

Status of the Notes: The Issuer can issue Senior Notes and Subordinated Notes pursuant to the Programme.

Status of the Senior Notes: The Senior Notes will constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer, see "*Terms and Conditions of the Notes – Status of the Senior Notes*".

Status and Subordination of the Subordinated Notes: The Subordinated Notes will constitute direct, conditional (as described in Condition 3(b)) and unsecured obligations of the Issuer. Payments in respect of the Subordinated Notes will be subordinated as described in Condition 3(b).

Negative Pledge: See "*Terms and Conditions of the Notes – Negative Pledge*".

Cross Default: See "*Terms and Conditions of the Notes – Events of Default*".

Early Redemption: Except as provided in "Optional Redemption" above, Notes (subject, in the case of Subordinated Notes, to the prior approval of the UAE Central

Bank (the "Regulator", which expression shall include any successor thereto as the relevant regulator of banks in the UAE) where required) will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See "*Terms and Conditions of the Notes – Redemption, Purchase and Options*".

Withholding Tax:

All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of the UAE, subject to customary exceptions (including the International Capital Market Association's standard European Union tax exceptions), all as described in "*Terms and Conditions of the Notes – Taxation*".

Governing Law:

English

Listing:

Application has been made to list Notes (other than Unlisted Notes) issued under the Programme on the Official List and to admit them to trading on the Market.

Ratings:

Tranches of Notes may be rated or unrated. Such rating will be specified in the relevant Final Terms or 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.

Selling Restrictions:

United States, Public Offer selling restriction under the Prospectus Directive (in respect of Notes having a denomination of less than €100,000 (or its equivalent in any other currency as at the date of issue of the Notes)), United Kingdom, the UAE (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, the Kingdom of Saudi Arabia, the Kingdom of Bahrain, Hong Kong, the PRC (excluding Hong Kong, Macau and Taiwan) and Japan. See "*Subscription and Sale*".

Category 2 selling restrictions will apply for the purposes of Regulation S under the Securities Act.

The Notes will be issued in compliance with U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) (or any substantially identical successor U.S. Treasury regulation section including, without limitation, substantially identical successor 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 U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(C) (or any substantially identical successor U.S. Treasury regulation section including, without limitation, substantially identical successor 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 and Fiscal 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.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons which may not be considered significant by the Issuer 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 (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

The Group's financial performance is affected by general economic conditions

Risks arising from changes in credit quality and the recoverability of amounts due from borrowers and counterparties are inherent in banking businesses. Adverse changes in global economic conditions, or arising from systemic risks in the financial systems, could affect the recovery and value of the Group's assets and require an increase in the Group's provisions. The Group uses different hedging strategies to minimise risk, including securities, collateral and insurance that reduce the credit risk level to be within the Group's strategy and risk appetite. However, there can be no guarantee that such measures will eliminate or reduce such risks.

Non-Performing loans

As at 31 March 2015, the Issuer had AED 5,955 million of impaired loans and as at 31 March 2015, carried impairment allowances of AED 6,639 million to cover potential loan losses. For further detail on the historic trends with respect to the level of the Issuer's impaired loans, please refer to the section entitled "*National Bank of Abu Dhabi P.J.S.C. – Non-Performing Loans*". As a consequence of adverse market conditions, the Issuer has increasingly focused on restructuring its impaired loans and loans with debtors in financial distress and has provided for impaired loans by way of loan impairment allowances. In accordance with International Financial Reporting Standards ("IFRS"), the Issuer is required to reflect the impairment calculated as an upfront charge to the income statement. This will be written back to the income statement as and when interest or principal (as appropriate) on the debt is received. However, the actual loan losses could be materially different from the loan impairment allowances. The Issuer's management believes that the levels of impairment allowances for impaired loans and loans under stress as at 31 March 2015 are sufficient to cover the Issuer's potential loan losses as at that date. As at 31 March 2015, impairment allowances (including collective impairment allowances) covered 111 per cent. of the Issuer's impaired loans and advances.

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

Liquidity risk may impair the Issuer's ability to fund its business and make timely payments on the Notes

Liquidity risk is the risk that the Issuer does not have sufficient funds available at all times to meet its contractual and contingent cash flow obligations. The Issuer seeks to manage its liquidity risk by holding a stock of highly liquid assets which can be readily realised for cash and by focusing on the liquidity profile of its assets and liabilities. However, the Issuer's liquidity may be adversely affected by a number of factors, including significant unforeseen changes in interest rates, ratings downgrades, higher than anticipated losses on investments and disruptions in the financial markets generally.

An inability on the Issuer's part to access funds or to access the markets from which it raises funds may put the Issuer's positions in liquid assets at risk and lead it to be unable to finance operations adequately. A dislocated credit environment compounds the risk that the Issuer will not be able to access funds at favourable rates. These and other factors could also lead creditors to form a negative

view of the Issuer's liquidity, which could result in less favourable credit ratings, higher borrowing costs and less accessible funds. In addition, because the Issuer receives a significant portion of its funding from deposits, the Issuer is subject to 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.

In addition, there are always some timing differences between cash payments the Issuer owes on the Issuer's liabilities and the cash payments due to it on its investments. The Issuer's ability to overcome these cash mismatches and make timely payments on Notes issued under the Programme may be adversely affected if the fixed income markets were to experience significant liquidity problems. Also, under certain market conditions, the Issuer could be unable to sell its portfolio investments in sufficient amounts to raise the cash required to pay amounts in respect of such Notes when due.

Furthermore, in circumstances where the Issuer's competitors have ongoing limitations on their access to other sources of funding such as wholesale market derived funding, this also may adversely affect the Issuer's access to funds and the Issuer's cost of funding.

All of the abovementioned factors relating to liquidity risk could have an adverse effect on the Issuer's business, financial condition, results of operations or prospects. Like most banks, the Issuer was affected by the decreased availability and increased cost of wholesale funding that was a feature of recent dislocations in global financial markets. The Issuer has continued to perform well in its funding activities during this period. However, until global financial markets return to more normal levels, it is difficult to predict what impact the current markets are likely to have on the Issuer and other participants in the financial sector.

The principal shareholder of the Issuer owns 69.93 per cent. of the outstanding share capital and may influence the Group's business significantly

As at the date of this Base Prospectus, the Issuer's principal beneficial shareholder is the Abu Dhabi Investment Council ("ADIC", which is wholly-owned by the Government of Abu Dhabi), holding approximately 69.93 per cent. of the Issuer's outstanding share capital and representing the Government of Abu Dhabi. By virtue of such shareholding, ADIC has the ability to influence the Issuer's business significantly through its ability to control and/or block corporate actions or resolutions that require shareholder approval. Accordingly, ADIC could cause the Issuer to pursue transactions, make dividend payments or other distributions or payments to shareholders or undertake other actions which are contrary to the commercial interests of the Issuer. If circumstances were to arise where the interests of ADIC conflicted with the interests of the Noteholders, the Noteholders may be disadvantaged by any such conflict.

Competition

Generally, the banking market in the UAE has been a relatively protected market with high regulatory and other barriers to entry for foreign financial institutions. However, should some of these barriers be removed or eased in the future, either voluntarily or as a result of the UAE's obligations to the World Trade Organisation (the "WTO"), the Gulf Cooperation Council (the "GCC") or any other similar entities, it is likely to lead to a more competitive environment for the Issuer and other domestic financial institutions. Such increase in competition could have a material adverse effect on the business, results of operations, financial condition and prospects of the Issuer. For further detail on the level of competition in the UAE banking sector, please refer to the section entitled "*The United Arab Emirates Banking Sector and Regulations*".

Factors Relating to the UAE

The UAE has a commodity and services economy based in the Middle East and is developing its other industries

The Issuer has the majority of its operations in the UAE and accordingly its business and results of operations are, and will continue to be, generally affected by the financial, political and general economic conditions prevailing from time to time in the UAE and/or the Middle East generally.

Investors should also be aware that these markets are subject to risks similar to other developed and developing markets, including in some cases significant legal, economic and political risks. While Abu Dhabi is actively promoting tourism and real estate and undertaking several large scale development projects, the oil and gas industry dominates Abu Dhabi's economy and, according to SCAD, contributed approximately 55.0 per cent. to its nominal GDP in 2013.

Declines in international prices for hydrocarbon products, such as those seen since mid 2014, could therefore adversely affect the UAE's economy which, in turn, could have an adverse effect on the

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

Enforcing foreign judgments and arbitration awards in the UAE

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

Under current UAE law, the UAE courts are unlikely to enforce an English court judgment without first re-examining the merits of the claim, to which they may simply apply UAE law; thus not observing the choice by the parties of English law as the governing law of the transaction. In the unlikely event that the parties' choice was respected, it is important to note that in the UAE, foreign law is required to be established as a question of fact. Therefore, the interpretation of English law by a court in the UAE may not accord with that 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 which is contrary to any mandatory law of, or applicable in, the UAE.

The UAE is a civil law jurisdiction and judicial precedents in the UAE have no binding effect. In addition, court decisions in the UAE are generally not recorded. These factors create greater judicial uncertainty. The Issuer has confirmed that the Programme limit in the nominal amount of U.S.\$7,500,000,000 does not exceed the Issuer's capitalisation and therefore the update of the Programme and/or any issuance thereunder does not contravene Article 180 of the Commercial Companies Law of the UAE. However, the Emirates Securities and Commodities Authority ("SCA") may alter its interpretation of Article 180 in such a way that would require the Issuer to obtain approval for the issuance of the Notes under the Programme. The implications of such a decision by the SCA are not clear.

The Notes, the Agency Agreement, the Deed of Covenant (each 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, 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 Issuer) 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 Issuer 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 as a foreign award 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. There have been limited instances where the UAE courts, most notably the Fujairah Court of First Instance and the Dubai Court of Cassation, have ratified or ordered the recognition and enforcement of foreign arbitration awards under the New York Convention.

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 independent of the federal system, and 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"). Article 238 of the Law of Civil Procedure provides that Articles 235 to 237 (which deal with enforcement of foreign judgments, orders and instruments and which contain onerous requirements which must be satisfied before enforcement will be considered by the UAE courts) apply only in the absence of multilateral or bilateral conventions such as the New York Convention. Therefore, there remains a risk that when faced with an action for enforcement of a foreign arbitration award under the New York Convention, the UAE courts might continue to ignore Article 238 of the Law of Civil Procedure and instead apply Articles 235 to 237. If Article 238 is ignored, there is a risk that a foreign arbitration award will be refused enforcement by the UAE courts.

Political, economic and related considerations

Although the UAE has enjoyed significant economic growth in recent years, there can be no assurance that such growth or stability will continue. This is particularly so in light of significant adverse financial and economic conditions experienced worldwide commencing in early 2008. Since that time, there has been a slowdown or reversal of the high rates of growth that had been experienced by many countries within the GCC and the UAE, especially in Dubai and, to a lesser extent, Abu Dhabi. Consequently, certain sectors of the GCC economy such as financial institutions that had benefitted from such high growth rates, have been adversely affected by the crisis.

These challenging market conditions have historically resulted in reduced liquidity, greater volatility, widening of credit spreads and lack of price transparency in credit and capital markets. Investors should note that the Issuer's businesses and financial performance may be affected by the financial, political and general economic conditions prevailing from time to time in the UAE and the Middle East.

While the UAE economy has shown resilience, with real GDP increasing in the UAE by 3.6 per cent. in 2014 (source: IMF World Economic Outlook (April 2015)), the financial performance of the Issuer may be materially and adversely affected by a worsening of general economic conditions in the markets in which the Issuer operates, as well as by United States, European and international trading market conditions and/or related factors. Moreover, while the UAE federal government's (the "UAE Federal Government") policies have generally resulted in improved economic performance, there can be no assurance that such policies or level of performance will be sustained.

No assurance can be given that the UAE Federal Government will not implement regulations or fiscal or monetary policies or new legal interpretations of existing regulations, relating to, or affecting taxation, interest rates or exchange controls, or otherwise take actions which could have a material adverse effect on the Issuer's business, financial condition, or prospects or which could adversely affect the market price and liquidity of the Notes.

The Issuer currently has a significant proportion of its operations and interests in the UAE, with a particular focus on Abu Dhabi. While the UAE is seen as a relatively stable political environment with generally healthy international relations, certain other jurisdictions in the Middle East are not. In particular, since early 2011 there has been political unrest in a range of countries in the Middle East and North Africa ("MENA") region, including Algeria, the Kingdom of Bahrain, Egypt, Jordan, the Islamic Republic of Iran, Iraq, Libya, Oman, the Kingdom of Saudi Arabia, Syria, Tunisia and Yemen. This unrest has ranged from public demonstrations to, in extreme cases, armed conflict in certain countries, with armed conflict in Libya, Syria and Yemen ongoing as at the date of this Base Prospectus. This has given rise to increased political uncertainty across the region. The situation has caused significant disruption to the economies of affected countries and has had a destabilising effect on oil and gas prices. Continued instability affecting the countries in the MENA region could adversely impact the UAE, although to date the impact on Abu Dhabi and the UAE has not been significant. The Issuer's business may be affected by the financial, political and general economic conditions prevailing from time to time in the UAE and the Middle East. 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 Issuer would be able to sustain its current profit levels if adverse political events or circumstances were to occur.

A general downturn, political instability or instability in certain sectors of the UAE or the regional economy could have an adverse effect on the Issuer's business, financial condition and results of operations. Investors should also note that the Issuer's business and financial performance could be adversely affected by political, economic or related developments both within and outside the Middle East because of inter-relationships within the global financial markets.

Impact of regulatory changes

The Issuer is subject to a number of prudential and regulatory controls designed to maintain the safety and soundness of banks, ensure its compliance with economic, social and other objectives and limit their exposure to risk. 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 Issuer operates. Such regulations may limit the Issuer's ability to lend to a single borrower or group of related borrowers, increase its loan/financing receivable portfolios or raise capital or may increase its cost of doing business.

Any changes in such laws and regulations and/or the manner in which they are interpreted or enforced may have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects. In particular, changes in UAE Central Bank regulations or policy may affect UAE banks' large exposure limits, reserves, provisions, impairment allowances and other applicable ratios.

In particular, by a 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 UAE official gazette (the "Official Gazette") on 28 November 2013 and entered into force on 28 December 2013) (the "Mortgage Regulations"), the UAE Central Bank introduced regulations regarding bank loans and other services offered to individual customers. These regulations, among other things, limit the fees and interest rates which banks in the UAE can charge to retail customers and impose maximum loan/income and loan to value ratios for retail products such as residential mortgage loans. For example, the Retail Circular requires that the amount of any personal consumer loan shall not exceed 20 times the salary or total income of the borrower with the repayment period not exceeding 48 months. The Mortgage Regulations, which supersede Central Bank notice no. 3871/2012 dated 30 December 2012, provide that the amount of mortgage loans for non-nationals should not exceed 75 per cent. of the property value for a first purchase of a home with a value of less than or equal to AED 5 million and, for a first purchase of a home with a value greater than AED 5 million, should not exceed 65 per cent. of the property value. For the purchase of a second or subsequent home, the limit for non-nationals is set at 60 per cent. of the property value (irrespective of the value of the property in question). The corresponding limits for UAE nationals are set at 80 per cent. in respect of a first purchase of a home with a value less than or equal to AED 5 million, 70 per cent. for a first home with a value greater than AED 5 million and 65 per cent. of the property value for a second or subsequent purchase (irrespective of the value of the property).

Any further changes in the UAE Central Bank regulations or policy (including regulations such as Central Bank Notice No. 32/2013 on large exposures (the "Large Exposure Notice") (which was published in the Official Gazette on 30 December 2013 and entered into force on 30 January 2014) and Central Bank Notice No. 33/2015 on liquidity requirements (which was issued by the UAE Central Bank on 27 May 2015 and which is expected to come into force with effect from 1 July 2015, replacing Central Bank Notice No. 30/2012) (the "Liquidity Notice") may affect the Issuer's reserves, revenues and performance, see *"The United Arab Emirates Banking Sector and Regulations – Recent Trends in Banking – Credit Controls"*. Furthermore, non-compliance with regulatory guidelines could expose the Issuer to potential liabilities and fines. Although the Issuer works closely with its regulators and continually monitors the situation, future changes in regulation, fiscal or other policies cannot be predicted and are beyond its control. As at the date of this Base Prospectus, the Liquidity Notice has not been implemented by the UAE Central Bank, but might be introduced with or without changes. See *"The United Arab Emirates Banking Sector and Regulations – Recent Trends in Banking – Large Exposures"*.

Foreign exchange movements may adversely affect the Issuer's profitability

The Issuer maintains its accounts, and reports its results, in AED. The UAE dirham has been pegged at a fixed exchange rate to the U.S. dollar since 22 November 1980. However, 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 Issuer's results of operations and financial condition. The Issuer has among its portfolio U.S. dollar-denominated assets and liabilities and any alteration to, or abolition of, this foreign exchange peg, particularly if the UAE dirham weakens against the U.S. dollar, will expose the Issuer to U.S. dollar foreign exchange movements against the AED and could have an adverse effect on the Issuer's business, results of operations, financial condition and prospects, and thereby affect the Issuer's ability to perform its obligations in respect of any Notes.

No third party guarantees

Investors should be aware that no guarantee is given in relation to the Notes by the shareholders of the Issuer or any other person.

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

Cyber-security has become an increasingly important consideration for financial institutions. The quantity of sensitive information stored by financial institutions makes them potential targets of cyber-attacks. In common with other financial institutions, the Issuer recognises the need to protect itself from the threat to security of its information and customer data from cyber-attacks. Risks to technology and cyber-security change rapidly and require continued focus and investment and the Issuer acts accordingly and takes appropriate steps on an on-going basis to combat such threats and minimise such risks. Given the increasing sophistication and scope of potential cyber-attack, it is however possible that future attacks may lead to significant breaches of security. Failure to adequately manage cyber-security risk and continually review and update current processes in response to new threats could adversely affect the Issuer's reputation, business, results of operations, financial condition and prospects.

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 certain such features:

Notes subject to optional redemption by the Issuer

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

The Issuer may be expected to redeem 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 available at that time.

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 such 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 may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts 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. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on other Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal 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 Issuer's obligations under Subordinated Notes are subordinated and in the event that the Issuer is not solvent at the time of payment, the entitlement of holders of Subordinated Notes to receive any amounts under the Subordinated Notes could be affected

The Issuer's obligations under the Subordinated Notes issued by it will be unsecured and will be subordinated to all unsubordinated payment obligations of the Issuer as set out in Condition 3(b).

Payments in respect of the Subordinated Notes (whether on account of principal, interest or otherwise) by the Issuer are conditional upon:

- (a) the Issuer being solvent (as defined in Condition 3(b)) at the time of such payment; and
- (b) the Issuer being capable of making 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 being solvent immediately thereafter.

If the Issuer was wound up, liquidated or dissolved (or any other analogous action was taken), the Issuer's liquidator (or analogous insolvency official appointed in relation to the Issuer), would apply the assets of the Issuer to satisfy all claims of the Senior Creditors (as defined in Condition 3(b)). In such a situation, and if the condition as to solvency set out above is not satisfied, the holders of the Subordinated Notes shall not be entitled to receive any amounts under the Subordinated Notes.

Risks relating to Notes denominated in Renminbi

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi ("Renminbi Notes"): Renminbi is not freely convertible; there are significant restrictions on the remittance of Renminbi into and outside the PRC and this may adversely affect the liquidity of the Renminbi Notes

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar despite the significant reduction in control by it in recent years 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. However, remittance of Renminbi by foreign investors into the PRC for purposes such as capital contributions, known as capital account items, is generally only permitted upon obtaining specific approvals from the relevant authorities on a case-by-case basis and 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 developing gradually.

There is no assurance that the PRC government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, the Issuer will need to source Renminbi offshore to finance its obligations under the Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the Issuer's ability to source Renminbi outside the PRC to service Renminbi 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 People's Bank of China (the "PBOC") has established Renminbi clearing and settlement mechanisms for participating banks in various countries, through settlement agreements on the clearing of Renminbi business (the "Settlement Agreements") with financial institutions in a number of financial centres and cities (each, a "Renminbi Clearing Bank"), the current size of Renminbi-denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The RMB Clearing Banks only have access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of

transactions, and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the RMB Clearing 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 Agreements 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 Renminbi Notes. To the extent the Issuer is required to source Renminbi outside the PRC to service Renminbi Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

Investment in Renminbi Notes is subject to exchange rate risks

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. All payments of interest and principal with respect to Renminbi Notes will be made in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments in U.S. dollar or other foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of an investment in Renminbi Notes in U.S. dollar or other applicable foreign currency terms will decline.

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

Investors may be required to provide certification and other information (including Renminbi account information) in order to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the RMB Settlement Centre(s) (as defined below). Except in the limited circumstances stipulated in Condition 7(i) (as set out in the RMB provisions below), all Renminbi payments to investors in respect of Renminbi Notes will be made solely: (i) for so long as such Notes are represented by a Temporary Bearer Global Note, a Permanent Bearer Global Note or a Global Certificate held with the common depositary, for Euroclear and Clearstream, Luxembourg or any alternative clearing system, by transfer to a Renminbi bank account maintained in the RMB Settlement Centre(s) in accordance with prevailing Euroclear and Clearstream, Luxembourg rules and procedures or those of such alternative clearing system; or (ii) for so long as such Notes are in definitive form, by transfer to a Renminbi bank account maintained in the RMB Settlement Centre(s) in accordance with prevailing rules and regulations. Other than as described in the Conditions, the Issuer cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

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

Under the PRC Enterprise Tax Law, the PRC Individual Tax Law and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of Renminbi 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 Renminbi Notes but its implementation rules have reduced the enterprise income tax rate to 10 per cent. The PRC Individual 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 Renminbi Notes.

However, uncertainty remains as to whether the gain realised from the transfer of Renminbi 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 the avoidance of double taxation, holders who are residents of Hong Kong, including enterprise holders and individual holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the Notes.

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

Meetings of Noteholders

The Conditions 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.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "Savings Directive"), Member States are required to provide to the tax authorities of another Member State details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "Amending Directive") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of

information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

Foreign Account Tax Compliance Act withholding may affect payments on the Notes

Whilst the Notes are in global form and held within Euroclear Bank SA/NV or Clearstream Banking, société anonyme (together the "ICSDs"), in all but the most remote circumstances, it is not expected that the reporting regime and potential withholding tax imposed by Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("FATCA") will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has made payment to, or to the order of the common depositary for the ICSDs (as bearer or registered holder of the Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "IGA") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

Change of law

The Conditions are based on English law in effect as at the date of issue of the relevant Notes. 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 issue of the relevant 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 an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time 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 a Specified Denomination.

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.

Risks related to the market generally

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

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be 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 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 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 Issuer. The Issuer cannot predict which 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 Issuer 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 Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of 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 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 the European Securities and Markets Authority ("ESMA") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out in the "*National Bank of Abu Dhabi P.J.S.C.*" section of this Base Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the UK Listing Authority shall be incorporated in, and form part of, this Base Prospectus:

- (a) the auditors report and condensed reviewed consolidated interim financial statements of the Issuer for the three months ending 31 March 2015;
- (b) the auditors report and audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2014, including the information set out at the following pages in particular:

Balance Sheet.....	Page 3
Profit and Loss Account	Page 4
Accounting Principles and Notes	Pages 8 to 87
Audit Report	Page 2
- (c) the auditors report and audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2013, including the information set out at the following pages in particular:

Balance Sheet.....	Page 3
Profit and Loss Account	Page 4
Accounting Principles and Notes	Pages 8 to 85
Audit Report	Page 2
- (d) the "Terms and Conditions of the Notes" section contained in previous Base Prospectuses dated 5 December 2005, pages 15-34 (inclusive), 20 December 2006, pages 17-37 (inclusive), 28 April 2008, pages 18-39 (inclusive), 17 June 2009, pages 19-40 (inclusive), 15 June 2010, pages 19-40 (inclusive), 14 June 2011, pages 20-43 (inclusive), 28 June 2012, pages 21-44 (inclusive), 2 July 2013, pages 24-47 (inclusive) and 18 June 2014, pages 24-48 (inclusive).

The Issuer maintains its accounts in AED and prepares its financial statements in accordance with IFRS.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the UK Listing Authority in accordance with Article 16 of the Prospectus Directive. 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), 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.

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

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in London and have been made available at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

Any non-incorporated parts of a document referred to herein are either not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any subsequent issue of Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any such subsequent issue of Notes.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms or, as applicable, the relevant Pricing Supplement (as defined below), shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or, as applicable, the relevant Pricing Supplement, or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms or, as applicable, the relevant Pricing Supplement. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

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 2004/39/EC) in the European Economic Area and/or quotation by any competent authority, stock exchange and/or quotation system ("Unlisted Notes") and, accordingly, for which no base prospectus is required to be produced in accordance with Directive 2003/71/EC, as amended (which includes the amendments made by Directive 2010/73/EU) 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 Unlisted Notes. Each reference in these terms and conditions to "Final Terms" shall, in the case of a Tranche of Unlisted Notes, be read and construed as a reference to such Pricing Supplement unless the context requires otherwise.

The Notes are issued pursuant to an agency agreement (as amended or supplemented as at the Issue Date, the "Agency Agreement") dated 16 June 2015 between the Issuer, Deutsche Bank AG, London Branch as fiscal agent and the other agents named in it and with the benefit of a deed of covenant (as amended or supplemented as at the Issue Date, the "Deed of Covenant") dated 18 June 2014 executed by the Issuer in relation to the Notes. The fiscal agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "Fiscal Agent", the "Paying Agents" (which expression shall include the Fiscal Agent), the "Registrar", the "Transfer Agents" and the "Calculation Agent(s)". The Noteholders (as defined below), the holders of the interest coupons (the "Coupons") relating to interest bearing Notes in bearer form and, where such Notes have more than 27 interest payments remaining, talons for further Coupons (the "Talons") (the "Couponholders") are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

As used in these Conditions, "Tranche" means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended

1 Form, Denomination and Title

The Notes are issued in bearer form ("Bearer Notes", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("Registered Notes") or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes") in each case in the Specified Denomination(s) shown hereon provided that in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest denomination of Exchangeable Bearer Notes.

So long as the Notes are represented by a temporary Global Note, permanent Global Note or Global Certificate and the relevant clearing system(s) so permit, the Notes shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) provided hereon and integral multiples in excess thereof provided in the relevant Final Terms.

This Note may be a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest and Redemption/Payment Basis shown in the relevant Final Terms.

This Note may also be a Senior Note, or a Subordinated Note, as indicated in the relevant Final Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates ("Certificates") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "Register"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "Noteholder" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will

be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(c) **Exercise of Options or Partial Redemption in Respect of Registered Notes**

In the case of an exercise of any Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) **Delivery of New Certificates**

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 6(e)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) **Exchange Free of Charge**

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) **Closed Periods**

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d), (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Status of the Senior Notes and Subordinated Notes

(a) **Status of the Senior Notes**

The Notes and the Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

(b) **Status of Subordinated Notes**

The Subordinated Notes and any Coupons relating to them constitute direct, conditional as described below and unsecured obligations of the Issuer and rank *pari passu* among themselves.

The payment obligations of the Issuer in respect of the Subordinated Notes (whether on account of principal, interest or otherwise) will be subordinated to all unsubordinated payment obligations of the Issuer in the manner described below but will rank *pari passu* with all other subordinated payment obligations of the Issuer 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 Issuer. The rights of the holders of Subordinated Notes against the Issuer are subordinated in right of payment to the claims of all Senior Creditors of the Issuer. Accordingly, payments in respect of the Subordinated Notes (whether on account of principal, interest or otherwise) by the Issuer are conditional upon the Issuer being solvent at the time of such payment. No payment shall be payable by the Issuer in respect of the Subordinated Notes except to the extent that the Issuer 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 Issuer shall be solvent if (i) it is able to pay its debts as they fall due and (ii) its assets exceed its liabilities, and the "Senior Creditors" shall mean creditors of the Issuer (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 Issuer shall not secure the payment obligations under the Subordinated Notes.

4 Negative Pledge

This Condition 4 only applies to Senior Notes.

So long as any Note remains outstanding, the Issuer will not, and will ensure that none of its Principal Subsidiaries will create, or have outstanding any mortgage, charge, lien, pledge or other security interest (other than (i) arising solely by operation of law or (ii) a Permitted Security Interest) (each a "Security Interest"), upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness, or payment under any guarantee or indemnity granted by the Issuer or any Principal Subsidiary in respect of any Relevant Indebtedness without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

For the purpose of these Conditions:

- (i) "Excluded Subsidiary" at any time means a Subsidiary of the Issuer which is a special purpose company whose principal assets are constituted by a project or projects and none of whose indebtedness is directly or indirectly the subject of security or a guarantee, indemnity or any other form of assurance, undertaking or support from the Issuer or any of its Principal Subsidiaries;
 - (ii) "Group" means the Issuer and its Subsidiaries;
 - (iii) "Indebtedness" shall be construed so as to include any obligation for the payment or repayment of money, whether present or future, actual or contingent;
 - (iv) "Permitted Security Interest" means any Security Interest:
 - (a) in respect of any Relevant Indebtedness of any member of the Group incurred:
 - (A) to finance the ownership, acquisition, development, redevelopment or operation of any asset; or
 - (B) to finance or facilitate the receipt of any specified revenues or receivables
- in respect of which the person or persons to whom any such Relevant Indebtedness is or may be owed (for the purposes of this definition the "Lender") by such member of the Group (for the purposes of this definition the "Borrower") has or have no recourse whatsoever to any other member of the Group for the repayment thereof other than:

- (C) recourse to the relevant Borrower for amounts limited to the cash flow or the net cash flow from such asset, revenues or receivables, as the case may be; and/or
- (D) recourse to the proceeds of enforcement of any Security Interest (x) given by such Borrower over such asset, revenue or receivable or the income, cash flow or other proceeds deriving therefrom ("Relevant Property") and/or (y) given by any owner of voting equity interest in a Borrower over such equity interest ("Related Property") to secure such Relevant Indebtedness provided that the extent of such recourse to such Borrower is limited solely to the amount of any recoveries made in respect of such enforcement, or
- (b) securing Relevant Indebtedness of any person existing at the time that such person is acquired by or merged into or consolidated with any member of the Group, provided, however, that such Security Interest was not created in contemplation of such acquisition, merger or consolidation and does not extend to any assets or property of any member of the Group other than that of such person prior to such acquisition, merger or consolidation, as the case may be;
- (v) "Principal Subsidiary" means a Subsidiary of the Issuer (not being an Excluded Subsidiary):
 - (a) whose total assets represent not less than 10 per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole; or
 - (b) whose external turnover is more than 10 per cent. of the consolidated turnover of the Issuer and its Subsidiaries taken as a whole,
 all as calculated by reference to the then latest audited consolidated accounts of the Issuer; or
 - (c) to which is transferred all or substantially all of the business, undertaking or assets of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary whereupon the transferor Subsidiary shall immediately cease to be a Principal Subsidiary and the transferee Subsidiary shall immediately become a Principal Subsidiary but shall cease to be a Principal Subsidiary under this sub-paragraph (c) (but without prejudice to the provisions of sub-paragraph (a) or (b) above) upon publication of its next audited accounts.

A report by the Chief Executive and the General Manager and Chief Operating Officer (or any person who at any time carries out the equivalent function of any such person (regardless of such person's title)) of the Issuer that in their opinion a Subsidiary of the Issuer is or was or was not at any particular time or throughout any specified period a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties;

- (vi) "Relevant Indebtedness" means any Indebtedness having an original maturity of more than one year which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which (with the consent of the issuer thereof) are for the time being listed or traded on a stock exchange or other recognised securities market other than any notes, bonds or other debt securities issued by an acquired Subsidiary prior to the date of the acquisition and not issued in contemplation of such acquisition; and
- (vii) "Subsidiary" means any entity whose financial statements at any time are required by law or in accordance with relevant generally accepted accounting principles to be fully consolidated with those of the Issuer.

5 Interest and other Calculations

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note (other than where the Specified Currency is Renminbi and the relevant Final Terms specifies a Business Day Convention to be applicable) 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.

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.

If a Fixed Coupon Amount or a Broken Amount is specified hereon and except as otherwise specified hereon, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified hereon.

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating 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. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) Business Day Convention

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) Rate of Interest for Floating Rate Notes

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated hereon) the Margin (if any). For the purposes of this subparagraph (A), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified hereon;
- (y) the Designated Maturity is a period specified hereon; and
- (z) the relevant Reset Date is the day specified in the relevant Final Terms.

For the purposes of this sub-paragraph (A), "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", "Reset Date" and "Swap Transaction" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

(x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(i) the offered quotation; or

(ii) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being any of LIBOR, EURIBOR or EIBOR, as specified in the relevant Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at either 11.00 a.m. (London time in the case of LIBOR, Brussels time in the case of EURIBOR or Abu Dhabi time in the case of EIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(y) If the Relevant Screen Page is not available or if, sub-paragraph (x)(i) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(ii) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is EIBOR, the principal Abu Dhabi or Dubai office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is EIBOR, at approximately 11.00 a.m. (Abu Dhabi time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(z) If paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is EIBOR, at approximately 11.00 a.m. (Abu Dhabi time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or, if the Reference Rate is EIBOR, the United Arab Emirates inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits

in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is EIBOR, at approximately 11.00 a.m. (Abu Dhabi time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Fiscal Agent and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or, if the Reference Rate is EIBOR, the United Arab Emirates inter-bank market as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(c) **Zero Coupon Notes**

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).

(d) **Accrual of Interest**

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 7(i)).

(e) **Margin, Maximum/Minimum Rates of Interest, Redemption Amounts and Rounding**

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

(f) **Calculations**

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in

respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

(g) ***Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts***

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or any Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(a) (in the case of Adjusted Renminbi Fixed Rate Notes) or Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(h) ***Definitions***

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Business Day" means:

- (i) in the case of a currency other than euro and Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, a day on which the TARGET2 system is operating (a "TARGET2 Business Day"); and/or
- (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); and/or
- (iv) in the case of a currency and/or one or more Business Centres specified in the relevant Final Terms (if any), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) specified in the relevant Final Terms (if any) or, if no currency is indicated, generally in each of the Business Centres;

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the "Calculation Period"):

- (i) if "Actual/Actual" or "Actual/Actual – ISDA" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that 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);

- (ii) if "Actual/365 (Fixed)" is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified hereon, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "Actual/360" is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 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 Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

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

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

where:

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

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

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

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

"D₁" is the first calendar day, expressed as a number, of the Interest 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 Interest Period, unless such number would be 31, in which case D₂ will be 30;

- (vii) if "30E/360 (ISDA)" is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) 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 Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;

- (viii) if "Actual/Actual-ICMA" is specified hereon,
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year.

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

"Determination Date" means the date specified as such hereon or, if none is so specified, the Interest Payment Date;

"Euro-zone" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended;

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date;

"Interest Amount" means the amount of interest payable, and in the case of Fixed Rate Notes (other than Adjusted Renminbi Fixed Rate Notes), means the Fixed Coupon Amount or Broken Amount, as the case may be;

"Interest Commencement Date" means the Issue Date or such other date as may be specified hereon;

"Interest Determination Date" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro or (iv) the day falling two Business Days in Abu Dhabi prior to the first day of such Interest Accrual Period if the Specified Currency is United Arab Emirates dirhams;

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

"Interest Period Date" means each Interest Payment Date;

"ISDA Definitions" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.;

"Rate of Interest" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon;

"Reference Banks" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, and, in the case of a determination of EIBOR, the principal Abu Dhabi or Dubai office of four major banks in the United Arab Emirates inter-bank market, in each case selected by the Calculation Agent or as specified hereon;

"Reference Rate" means the rate specified as such hereon;

"Relevant Screen Page" means such page, section, caption, column or other part of a particular information service as may be specified hereon;

"RMB Settlement Centre(s)" means the financial centre(s) specified as such in the applicable 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.

"Specified Currency" means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated;

"TARGET2 System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto; and

"Unlisted Notes" means Notes issued by the Issuer for which no base prospectus is required to be published under the Prospectus Directive.

(i) ***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 Fiscal 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 Fiscal 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.

(j) ***Calculation Agent***

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money or swap market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6 Redemption, Purchase and Options

(a) **Final Redemption**

Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(d) or 6(e), each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount specified in the relevant Final Terms.

(b) **Early Redemption**

(i) Zero Coupon Notes

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(c), 6(e)(ii) or upon it becoming due and payable as provided in Condition 10, shall be the Amortised Face Amount (calculated as provided below) of such Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c), 6(e)(ii) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount.

(c) **Redemption for Taxation Reasons**

The Notes may (subject, in the case of Subordinated Notes, to the prior approval of the UAE Central Bank (the "Regulator", which expression shall include any successor thereto as the relevant regulator of banks in the UAE) where required) be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the relevant Final Terms to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of the UAE 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, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by two Directors of the Issuer stating that the Issuer is

entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(d) Redemption at the Option of the Issuer

If Call Option is specified hereon, the Issuer may (subject, in the case of Subordinated Notes, to the prior approval of the Regulator where required), on giving not less than the minimum period nor more than the maximum period of notice specified in the relevant Final Terms to the Noteholders redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

(e) Redemption at the Option of Noteholders

- (i) If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than the minimum period nor more than the maximum period of notice specified in the relevant Final Terms to the Issuer redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together (where applicable) with interest accrued to the date fixed for redemption.
- (ii) If a Change of Control Event occurs, the Issuer shall, at the option of the holder of any Note, redeem or purchase or procure the purchase of such Note on the Redemption Date upon the holder of such Note giving notice to the Issuer at any time during the Redemption Period as specified in paragraph (iii) below (at the Change of Control Redemption Amount specified in the relevant Final Terms or, in the case of a Zero Coupon Note only, at the Change of Control Redemption Amount calculated in accordance with Condition 6(b)(i)), together with interest accrued to the date fixed for redemption. The Issuer will give notice to the Noteholders in accordance with Condition 14 immediately upon becoming aware of the occurrence of a Change of Control Event.

For the purpose of this paragraph (ii):

a "Change of Control Event" will occur if at any time the Government of Abu Dhabi ceases to own, directly or indirectly, through the Abu Dhabi Investment Council or otherwise at least 50 per cent. of the issued share capital of the Issuer;

"Redemption Date" means, in respect of any Redemption Period, the date which falls 14 days after the end of such Redemption Period; and

"Redemption Period" means, in relation to any Change of Control Event, the period from and including the date on which a Change of Control Event occurs to and including the date falling 60 days thereafter (whether or not the Issuer has given the notice referred to above in respect of such event).

- (iii) To exercise any option pursuant to paragraph (i) or (ii) above, the holder must deposit (in the case of a Bearer Note) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of a Registered Note) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period or the relevant Redemption Period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) **Purchases**

The Issuer and any of its subsidiaries may, (subject, in the case of Subordinated Notes, to the prior approval of the Regulator where required) at any time purchase Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(g) **Cancellation**

All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

7 Payments and Talons

(a) **Bearer Notes**

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(v)) or Coupons (in the case of interest, save as specified in Condition 7(f)(v)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank. "Bank" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET2 System.

(b) **Registered Notes**

- (i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) **Payments in the United States**

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) **Payments Subject to Fiscal Laws**

All payments are subject in all cases (i) to any applicable fiscal or other laws, regulations and directives applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 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 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or 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) **Appointment of Agents**

The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the relevant Final Terms. The Fiscal Agent, the Paying Agents, the Registrar, Transfer Agents and the Calculation Agent(s) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities (including London) so long as the Notes are admitted to the official list of the Financial Conduct Authority in its capacity as competent authority and admitted to trading on the London Stock Exchange's Regulated Market, (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed and (vii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) **Unmatured Coupons and unexchanged Talons**

- (i) Upon the due date for redemption Bearer Notes which comprise Fixed Rate Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Bearer Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) **Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another

Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(h) **Non-Business Days**

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "Financial Centres" in the relevant Final Terms and:

- (i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency;
- (ii) (in the case of a payment in euro) which is a TARGET2 Business Day; or
- (iii) (in the case of Renminbi) on which the relevant RMB Settlement Centre(s) settle Renminbi payments.

(i) **RMB Currency Event**

If "RMB Currency Event" is specified as being applicable in the relevant Final Terms and a RMB Currency Event, as determined by the Issuer acting in good faith and in a commercially reasonable manner, exists on a date for payment of any amount in respect of any Note or Coupon, the Issuer's obligation to make a payment in RMB under the terms of the Notes may be replaced by an obligation to pay such amount in the Relevant Currency specified in the relevant Final Terms converted using the Spot Rate for the relevant Rate Calculation Date.

Upon the occurrence of a RMB Currency Event, the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

For the purpose of this Condition:

"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;

"Relevant Currency" means the relevant currency specified 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);

"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;

"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 Issuer cannot obtain sufficient RMB in order to make a payment under the Notes, as determined by the Issuer 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 Issuer 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 Issuer 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 Issuer, 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 Issuer 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 Issuer 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 Issuer, due to an event beyond its control, to comply with such law, rule or regulation); and

"Spot Rate" means the spot CNY/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), or if no such rate is available, on a non-deliverable basis by reference to the Relevant Spot Rate Screen Page (Non-deliverable Basis). 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 CNY/Relevant Currency exchange rate in the PRC domestic foreign exchange market.

(j) ***RMB account***

Notwithstanding the foregoing, all payments in respect of any 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)).

8 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the UAE or any emirate therein or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders 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 with respect to any Note or Coupon:

(a) ***Other connection***

to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the UAE or any emirate therein other than the mere holding of the Note or Coupon; or

(b) ***Presentation more than 30 days after the Relevant Date***

presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or

(c) ***Payment to individuals***

where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(d) ***Payment by another Paying Agent***

(except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union;

(e) **Presentation in the UAE or any emirate therein**

presented (or in respect of which the Certificate representing it is presented) for payment in the UAE or any emirate therein; or

(f) **Payments subject to fiscal laws**

for or on account of any withholding or deduction required pursuant to any 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 any law in any jurisdiction implementing any intergovernmental approach thereto.

As used in these Conditions, "Relevant Date" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition.

9 **Prescription**

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 **Events of Default**

10.1 **Events of Default for Senior Notes**

This Condition 10.1 only applies to Senior Notes.

If any of the following events ("Events of Default") occurs, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable:

(a) **Non-Payment**

default is made for more than 14 days (in the case of interest) or seven days (in the case of principal) in the payment on the due date, in the Specified Currency, of interest or principal in respect of any of the Notes; or

(b) **Breach of Other Obligations**

the Issuer does not perform or comply with any one or more of its other obligations in the Notes which default is incapable of remedy or is not remedied within 30 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or

(c) **Cross-Default**

(i) any other present or future indebtedness of the Issuer or any of its Principal Subsidiaries for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds U.S.\$50,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates); or

(d) **Enforcement Proceedings**

a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries and is not discharged or stayed within 90 days; or

(e) **Winding up or Dissolution**

any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer or any of its Principal Subsidiaries, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution; or

(f) **Cessation of Business**

the Issuer or any of its Principal Subsidiaries ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution, or the Issuer or any of its Principal Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or

(g) **Liquidation proceedings etc.**

any court or other formal proceedings are initiated against the Issuer or any of its Principal Subsidiaries under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official (and such proceedings are not being actively contested in good faith by the Issuer or the relevant Principal Subsidiary, as the case may be), or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any of its Principal Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and in any case (other than the appointment of an administrator) is not discharged within 30 days; or

(h) **Consent to Proceedings**

the Issuer or any of its Principal Subsidiaries initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or

(i) **Analogous Events**

any event occurs which under the laws of the UAE or any emirate therein or any other jurisdiction has an analogous effect to any of the events referred to in paragraphs (d) to (h) above; or

(j) **Authorisation and Consents**

any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Notes, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Notes admissible in evidence in the courts of the UAE or any emirate therein is not taken, fulfilled or done; or

(k) **Illegality**

it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Notes or any of the material obligations of the Issuer thereunder are not or cease to be legal, valid, binding or enforceable.

10.2 Events of Default for Subordinated Notes

This Condition 10.2 only applies to Subordinated Notes.

(a) **Non Payment**

If default is made in the payment, in the Specified Currency, of any principal or interest due under the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest, any Noteholder may institute proceedings in the UAE or any emirate therein (but not elsewhere) for the dissolution and liquidation of the Issuer.

(b) **Liquidation and Other Events**

If any one or more of the following events shall occur and be continuing:

- (i) any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution; or
- (ii) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution, or the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (iii) (A) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official (and such proceedings are not being actively contested in good faith by the Issuer), or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of the Issuer, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of the Issuer and (B) in any case (other than the appointment of an administrator) is not discharged within 14 days; or
- (iv) the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (v) any event occurs which under the laws of the UAE or any emirate therein or any other jurisdiction has an analogous effect to any of the events referred to in paragraphs (i) to (iv) above,
- (vi) then the holder of any Note may give written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, that such Note is due and payable, whereupon the same shall, subject to Condition 2, become forthwith due and payable at its Early Redemption Amount, together with accrued interest (if any) to the date of repayment without presentation, demand, protest or other notice of any kind.

(c) **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 Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under the Notes or the Coupons, but the institution of such proceedings shall not have the effect that the Issuer shall be obliged to pay any sum or sums sooner than would otherwise have been payable by it.

(d) **Other Remedies**

No remedy against the Issuer, other than the institution of the proceedings referred to in paragraph (a) or (c) above and the proving or claiming in any dissolution and liquidation of the Issuer, 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 Issuer of any other obligation, condition or provision binding on it under the Notes or the Coupons.

11 **Meeting of Noteholders and Modifications**

(a) **Meetings of Noteholders**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum Rate of Interest or Redemption Amount, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

(b) **Modification of Agency Agreement**

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

12 **Replacement of Notes, Certificates, Coupons and Talons**

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent in London (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

13 **Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes in all respects save 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 that the same shall be consolidated and form a

single series with such Notes, provided that the Issuer will not issue any additional Notes unless such additional Notes do not cause holders of Notes to become subject to any United States reporting obligation or any United States withholding tax which holders of Notes would otherwise not have been subject to had the Issuer not issued the further Notes, and references in these Conditions to "Notes" shall be construed accordingly.

14 Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

15 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer as the case may be, to the extent of the amount in the currency of payment under the relevant Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note or Coupon, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or Coupon or any other judgment or order.

16 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

17 Governing Law and Dispute Resolution

(a) Governing Law

The Notes, the Coupons and the Talons and any non-contractual obligation arising out of or in connection with the Notes, the Coupons and the Talons are governed by, and shall be construed in accordance with, English law.

(b) Agreement to Arbitrate

Subject to Condition 17(c), any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes, the Coupons and the Talons (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 Arbitration Rules of the London Court of International Arbitration ("LCIA") (the "Rules"), which Rules (as amended from time to time) are incorporated by reference into this Condition. For these purposes:

- (i) the place of arbitration shall be London, England and all hearings shall take place in London, England;
- (ii) the language of the arbitration shall be English;

- (iii) there shall be three arbitrators, each of whom shall be disinterested in the arbitration and shall have no connection with any party thereto. The chairman of the arbitrators shall be a lawyer experienced in international securities transactions;
- (iv) within 15 days from receipt by the registrar of the LCIA of the response to the Request for Arbitration (as defined in the Rules), the claimant(s), irrespective of their number, shall nominate jointly one arbitrator and the respondent(s), irrespective of their number, shall nominate jointly the second arbitrator. The chairman of the arbitral tribunal shall be nominated by the two party nominated arbitrators within 15 days of the last of their appointments;
- (v) in the event that the claimant(s) and/or the respondent(s) fail to nominate an arbitrator or the party nominated arbitrators fail to agree the chairman of the arbitral tribunal within the time limits specified in this Condition, the LCIA court shall, at the written request of the claimant(s) or the respondent(s), make such appointments forthwith; and
- (vi) upon request of a party to a Dispute or any party to the Notes, which itself wishes to be joined to arbitration proceedings in relation to a Dispute, the arbitral tribunal may join any party to the Notes to arbitration proceedings in relation to that Dispute between them. Each of the parties to the Notes hereby consents to be joined to arbitration proceedings in relation to any Dispute at the request of a party to that Dispute, and to accept the joinder of a party requesting to be joined pursuant to this Condition 17(b)(vi).

(c) **Option to Litigate**

Notwithstanding Condition 17(b) above, any Noteholder may, in the alternative, and at its sole discretion, by notice in writing to the Issuer:

- (i) within 28 days of service of a written request for arbitration to the Registrar of the LCIA Court (a "Request for Arbitration" as described more particularly in the Rules); or
- (ii) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If any Noteholder gives such notice, the Dispute to which such notice refers shall be determined in accordance with Condition 17(d) and, subject as provided below, any arbitration commenced under Condition 17(b) in respect of that Dispute will be terminated. Each person who gives such notice and the recipient of that notice will bear its own costs in relation to the terminated arbitration.

If any notice to terminate is given after service of any Request for Arbitration in respect of any Dispute, the relevant 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:

- (iii) 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;
- (iv) his entitlement to be paid his proper fees and disbursements; and
- (v) 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 17(c) 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 Issuer submits to the exclusive jurisdiction of such courts;
- (ii) the Issuer 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;
- (iii) this Condition 17(d) is for the benefit of the holders of the Notes only. As a result, and notwithstanding paragraph (i) above, any Noteholder may take proceedings relating to a Dispute ("Proceedings") in any other courts with jurisdiction. To the extent allowed by law, the holders may take concurrent Proceedings in any number of jurisdictions; and

(iv) for the avoidance of doubt, any notice issued by a Noteholder to the Issuer pursuant to Condition 17(c) shall not bind any Noteholder other than the Noteholder or Noteholders that issued the Notice.

(e) ***Service of Process***

The Issuer agrees that the process by which any Proceedings or Disputes in England are begun may be served on it by being delivered to the London branch of the Issuer at One Knightsbridge, London, SW1X 7LY 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 Issuer ceases to have a London branch which can accept service of process on the Issuer's behalf, the Issuer shall 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 Issuer and delivered to the Issuer or to the specified office of the Fiscal Agent or the Registrar. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

Upon the initial deposit of a Global Note with a common depository for Euroclear and Clearstream, Luxembourg (the "Common Depository") or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depository, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Common Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms or Pricing Supplement, as the case may be) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

So long as the Notes are represented by a temporary Global Note, permanent Global Note or Global Certificate and the relevant clearing system(s) so permit, the Notes shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and integral multiples in excess thereof specified in the relevant Final Terms or Pricing Supplement, as the case may be.

If a Global Note or a Global Certificate, as the case may be, may be exchanged for Definitive Notes in circumstances other than upon the occurrence of an Exchange Event (as defined in the relevant Global Note or Global Certificate, and as described further below under "*Exchange*"), only one Specified Denomination can be specified (or all Specified Denominations must be an integral multiple of the lowest Specified Denomination). When the "U.S.\$200,000 plus integral multiples of U.S.\$1,000" construct is used unless exchange of the Global Note or a Global Certificate, as the case may be, for Definitive Notes is limited to the occurrence of an Exchange Event.

Exchange

Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms or Pricing Supplement, as the case may be, indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "*Overview of the Programme - Selling Restrictions*"), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms or Pricing Supplement, as the case may be, for Definitive Notes.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "- Partial Exchange of Permanent Global Notes", in part for Definitive Notes or, in the case of paragraph (iii) below, Registered Notes:

- (i) by the Issuer giving notice to the Noteholders and the Fiscal Agent of its intention to effect such exchange, unless principal in respect of any Notes is not paid when due;
- (ii) if the relevant Final Terms or Pricing Supplement, as the case may be, provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange;
- (iii) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or a part of such Global Note for Registered Notes; and
- (iv) otherwise, (1) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (an "Alternative Clearing System") and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. Noteholders who hold Notes in the relevant clearing system in amounts that are not integral multiples of a Specified Denomination may need to purchase or sell, on or before the relevant Exchange Date, a principal amount of Notes such that their holding is an integral multiple of a Specified Denomination.

The exchange of a Permanent Global Note for definitive Notes upon notice from Euroclear and/or Clearstream (acting on the instructions of any holder) or at any time at the request of the Issuer should not be expressed to be applicable in the applicable Final Terms or Pricing Supplement, as the case may be, if the Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency). Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for definitive Notes.

Permanent Global Certificates

If the relevant Final Terms or Pricing Supplement, as the case may be, states that the Notes are to be represented by a permanent Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

- (i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if principal in respect of any Notes is not paid when due; or
- (iii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (i) or (ii) or (iii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions (1) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and

the part submitted for exchange is to be exchanged for Registered Notes, or (2) for Definitive Notes if principal in respect of any Notes is not paid when due.

Delivery of Notes

On or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be. In this Base Prospectus, "Definitive Notes" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that has not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

Exchange Date

"Exchange Date" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The temporary Global Notes, the permanent Global Notes and the Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the Conditions set out in this Base Prospectus. The following is a summary of certain of those provisions:

Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 7(f)(v) and Condition 8(d) will apply to the Definitive Notes only.

Whilst the Notes are represented by a Global Note or a Global Certificate, "Business Day" in Condition 7(h) means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, a day on which the TARGET2 system is operating; and/or
- (iii) in the case of a currency and/or one or more Business Centres specified in the relevant Final Terms or, Pricing Supplement, as applicable, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

Each payment in respect of a Global Certificate 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 Certificate is being held is open for business.

Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8).

Meetings

For the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. All holders of Registered Notes are entitled to one vote in respect of each Note comprising such Noteholder's holding, whether or not represented by a Global Certificate.

Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer or any of its Subsidiaries if they are purchased together with the rights to receive all future payments of interest (if any) thereon.

Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other clearing system (as the case may be).

Noteholders' Option

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation.

Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 10 by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of a Deed of Covenant executed as a deed by the Issuer on 18 June 2014 to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case

may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of the Notes will be applied by the Issuer for general corporate purposes.

NATIONAL BANK OF ABU DHABI P.J.S.C.

GENERAL

The Issuer was incorporated on 13 February 1968 with limited liability and is registered as a public joint stock company in accordance with the UAE Commercial Companies Law No. (8) of 1984 (as amended). The Issuer operates in the UAE under a banking license (the "Banking License") granted by the UAE Central Bank. The Banking License was granted for an indefinite period of time and does not need to be renewed on a periodic basis. Its registered office address is P.O. Box 4, Abu Dhabi, United Arab Emirates (telephone number: +971 2 6111111).

The Issuer's combined credit ratings for senior debt are:

Fitch: (Long term) AA-, (Short term) F1+

Moody's: (Long term) Aa3, (Short term) P-1

S&P: (Long term) AA-, (Short term) A-1+

(Fitch, Moody's and S&P each as defined on page 2 of this Base Prospectus). The above ratings from Fitch, Moody's and S&P have each been given a 'stable' outlook by the respective credit rating agency. 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.

The Issuer is one of the primary bankers to the Government of Abu Dhabi and public sector companies in the emirate. The Issuer is engaged primarily in retail, commercial, wholesale and private banking in the UAE and at selected overseas locations. It has a large international presence, with 54 international branches, cash offices, subsidiaries and representative offices in Bahrain, Brazil, China, Curacao, Egypt, France, Hong Kong, Jersey and the Channel Islands, Jordan, Kuwait, Lebanon, Libya, Malaysia, Oman, Sudan, Switzerland, the United Kingdom and the United States of America as at the date of this Base Prospectus.

In line with the Issuer's strategy, the Issuer is planning to convert the branch license currently held for its branch in Lebanon into a representative office license, a process which is, as at the date of this Base Prospectus, in progress. The Issuer has also received preliminary approval to open a branch in Mumbai, India with a targeted opening date during the third quarter of 2015. Following the establishment of its subsidiary National Bank of Abu Dhabi Malaysia Berhad in Kuala Lumpur, the Issuer has opened a second branch in Malaysia in Labuan in November 2014 which operates as an offshore booking centre for the booking of foreign currency transactions originating from the Issuer's Malaysian operation. Finally, as a result of the recent geopolitical uncertainty in Libya, the operations of the Issuer's Libyan representative office have been temporarily re-located to Malta.

The Issuer has multiple revenue streams and enjoys substantial fee income. The Issuer had total net loans of AED 200,154 million, AED 194,279 million and AED 183,811 million as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively. The Issuer had total equity of AED 37,556 million, AED 37,963 million and AED 34,671 million as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively, and achieved a net profit of AED 1,423 million for the three-month period ended 31 March 2015, AED 1,410 million for the three-month period ended 31 March 2014, AED 5,579 million for the year ended 31 December 2014 and AED 4,744 million for the year ended 31 December 2013.

Organisational Structure

Alexander Thursby was appointed Group Chief Executive Officer of the Issuer in July 2013. Since joining the Issuer, Mr. Thursby has introduced a simplified business model, a new five-year strategic plan and implemented a number of organisational changes designed to streamline the business of the Issuer.

This has resulted in a significant internal restructuring of the Issuer during the second half of 2013 with its organisational structure now focused around three distinct business divisions: (i) Global Wholesale; (ii) Global Retail and Commercial; and (iii) Global Wealth.

Strategically, the Issuer's restructuring aims to focus each of the new business divisions primarily on growth in the three core areas of: (i) the home market, with a focus on developing the Issuer's commercial and retail businesses in the UAE and across the Gulf region; (ii) the wholesale and wealth network markets, specifically targeting opportunities in the "West-East corridor" spanning Africa, the Middle East and Asia and seeking to integrate existing European and North American relationships

into these markets; and (iii) new franchise markets, where the aim is to establish five international bank franchises in the largest and fastest growing economies in the West-East corridor. The Issuer's immediate focus is on further developing the home market and wholesale and wealth network markets. Other than the Issuer's operations in Egypt and Malaysia, which the Issuer has classified as two of the five franchise markets which are to be identified as part of the Issuer's strategic objectives, the additional three franchise markets have yet to be identified. As part of the Issuer's planned strategic development, each market in which the Issuer operates will be regularly evaluated to assess if it is commercially viable to be considered a franchise market.

SHAREHOLDERS AND CAPITAL

The Issuer's ordinary shares have been listed on the Abu Dhabi Securities Exchange (the "ADX") since 2000. As of 31 March 2015, the Government of Abu Dhabi, through the ADIC, holds 69.93 per cent. of the Issuer's outstanding share capital. By virtue of such shareholding, the ADIC has the ability to influence the Issuer's business significantly, through its ability to control and/or block corporate actions or resolutions that require shareholder approval. However, the management of the Issuer does not expect that any conflict of interest is likely to arise with the ADIC. The remaining 30.07 per cent. of the Issuer's outstanding share capital is held by other investors, both retail and institutional.

Of the Issuer's 11 directors, six are directly elected by the ADIC, with the remaining five directly elected by the minority shareholders at the Issuer's annual general meeting. Two of the Issuer's 11 directors are classified as independent directors (according to criteria set out by SCA) (see "*Directors, Management and Employees*" below). The ADIC plays no direct part in the day-to-day management of the business. The executive management of the Issuer is independent from the Board of Directors.

The paid-up share capital of the Issuer as at 31 March 2015 comprised 5,209,723 thousand ordinary shares of AED 1.00 each, which includes the 10 per cent. bonus share issue of 473,611 thousand ordinary shares approved by the Issuer's shareholders at the annual general meeting held on 10 March 2015. The paid-up share capital of the Issuer as at 31 December 2014 comprised 4,736,112 thousand ordinary shares of AED 1.00 each (which included the 10 per cent. bonus share issue of 430,556 thousand ordinary shares approved by the Issuer's shareholders at the annual general meeting held on 11 March 2014), as compared to a paid-up share capital of 4,305,556 thousand ordinary shares of AED 1.00 each as at 31 December 2013, which included the 10 per cent. bonus share issue of 391,414 thousand ordinary shares approved by the annual general meeting held on 13 March 2012. Up to 25 per cent. of the Issuer's share capital can be held by non-UAE nationals.

In March 2009, and in response to the Government of Abu Dhabi's initiative to inject additional capital into certain Abu Dhabi financial institutions, the Issuer issued AED 4 billion Tier 1 capital notes to the Government of Abu Dhabi.

BANKING OPERATIONS

The Issuer is organised into the following three business divisions (in addition to the Issuer's Head Office function, which is classified as a business segment for financial reporting purposes) which also formed the basis of the primary segment reporting information in the Issuer's consolidated financial information for the three-month period ended 31 March 2015. The figures in the following table, which have been extracted (without material adjustment) from the Issuer's reviewed accounts for the three-month period ended 31 March 2015, set out the relative contribution (expressed as a percentage) made by each of the Issuer's three business divisions, in addition to the Head Office business segment, to the Issuer's total net profit during the three-month period ended 31 March 2015:

Division	Contribution (%) to the Issuer's total net profit during the three-month period ended 31 March 2015
Global Wholesale	44.5
Global Retail & Commercial	20.7
Global Wealth.....	8.9
Head Office	25.9
	100.0

The consolidated financial statements of the Issuer also include the following wholly-owned subsidiaries as at 31 March 2015:

Subsidiaries	Country of incorporation
Ample China Holdings Limited	Hong Kong, China
Abu Dhabi Brokerage Egypt	Egypt
Abu Dhabi National Islamic Finance Private Joint Stock Company .	UAE
Abu Dhabi National Leasing LLC	UAE
Abu Dhabi National Properties Private Joint Stock Company	UAE
National Bank of Abu Dhabi Malaysia Berhad	Malaysia
National Bank of Abu Dhabi Representações LTDA	Brazil
NBAD Americas N.V. (formerly Abu Dhabi International Bank N.V.)	Curacao
NBAD Employee Share Options Limited	UAE
NBAD Financial Markets (Cayman) Limited	Cayman Islands
NBAD Investment Management (DIFC) Limited**	UAE
NBAD Private Bank (Suisse) SA.....	Switzerland
NBAD Securities LLC (formerly Abu Dhabi Financial Services)	UAE
NBAD Trust Company (Jersey) Limited	Channel Islands
SAS 10 Magellan	France

* As at the date of this Base Prospectus, Abu Dhabi Brokerage Egypt has been suspended by the Central Bank of Egypt pending their granting of an application to formally liquidate the entity.

**Under liquidation as at the date of this Base Prospectus.

OVERALL PERFORMANCE

The Issuer reported net profits of AED 1,423 million for the three-month period ended 31 March 2015, as compared to AED 1,410 million for the three-month period ended 31 March 2014. Net interest income (including income from Islamic financing net of distribution to depositors) rose by 13.4 per cent. to AED 1,789 million for the three-month period ended 31 March 2015 from AED 1,578 million for the three-month period ended 31 March 2014. Non-interest income decreased by 3.9 per cent. to AED 894 million for the three-month period ended 31 March 2015 from AED 931 million for the three-month period ended 31 March 2014. Operating income was AED 2,684 million and operating costs were AED 1,014 million for the three-month period ended 31 March 2015 as compared to operating income of AED 2,509 million and operating costs of AED 789 million for the three-month period ended 31 March 2014. Annualised return on average equity was 15.1 per cent. and the cost to income ratio was at 37.8 per cent. for the three-month period ended 31 March 2015 (compared to 16.3 per cent. and 31.4 per cent., respectively, for the three-month period ended 31 March 2014).

The Issuer reported net profits of AED 5,579 million for the financial year ended 31 December 2014, as compared to AED 4,744 million for the year ended 31 December 2013. Net interest income (including income from Islamic financing net of distribution to depositors) rose by 7.8 per cent. to AED 7,018 million for the year ended 31 December 2014 from AED 6,510 million for the year ended 31 December 2013. Non-interest income increased by 17.6 per cent. to AED 3,397 million for the year ended 31 December 2014 from AED 2,888 million for the year ended 31 December 2013. This was mainly on account of the increase in the net fees and commission income to AED 2,311 million in the year ended 31 December 2014 as compared to AED 1,852 million in the year ended 31 December 2013. Operating income was AED 10,415 million and operating costs were AED 3,696 million for the year ended 31 December 2014 as compared to operating income of AED 9,398 million and operating costs of AED 3,230 million for the year ended 31 December 2013. Annualised return on average equity was 15.4 per cent. and the cost to income ratio was at 35.5 per cent. for the year ended 31 December 2014 (compared to 14.4 per cent. and 34.4 per cent., respectively, for the year ended 31 December 2013).

The Group has generated less than 1 per cent. of its net profits, assets and liabilities in each of 2012, 2013 and 2014, respectively, through its operations in Sudan.

The following tables show the breakdown, by the division indicated, of the Issuer's net profit for the three-month period ended 31 March 2015, 31 March 2014 and the year ended 31 December 2014, respectively:

Division	Net profit for the three- month period ended 31 March 2015	Net profit for the three- month period ended 31 March 2014	Net profit for the year ended 31 December 2014
	<i>(reviewed)</i>		<i>(audited)</i>
Global Wholesale	633	690	3,325
Global Retail and Commercial	294	315	1,221
Global Wealth.....	128	138	626
Head Office	368	266	407
Total	1,423	1,410	5,579

The Issuer's total loan portfolio (net of provisions) was AED 200,154 million as at 31 March 2015, an increase of 3.0 per cent. from AED 194,279 million as at 31 December 2014 (AED 183,811 million as at 31 December 2013). The distribution of the corporate loan portfolio across economic sectors is oriented towards real estate, energy and banks and financial institutions, which is in line with the domestic economy.

The following table provides a breakdown of the Issuer's total loan portfolio by counterparty as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively:

	As at 31		
	March 2015	December 2014	December 2013
	<i>(reviewed)</i>	<i>(audited)</i>	
		<i>(AED million)</i>	
Government	22,540	23,435	22,892
Public Sector	46,919	41,285	45,152
Banking Sector.....	25,678	24,109	29,470
Corporate/private Sector	79,987	81,019	64,968
Personal/retail Sector.....	32,768	32,225	28,557
Gross loans and advances	207,891	202,072	191,039
Less: interest suspended	(1,099)	(1,125)	(901)
Less: allowance of impairment.....	(6,639)	(6,668)	(6,327)
Total (Net of Provisions)	200,154	194,279	183,811

The Issuer's loan portfolio contains a high proportion of loans to the government and public sector entities. As at 31 March 2015, 33.41 per cent. of gross loans and advances was to government and public sector entities. This concentration of lending reflects the historically close relationship between the Issuer and government and public sector entities. However, over a period of time the Issuer has diversified its loan portfolio thereby reducing the concentration of loans to government and public sector entities from 63 per cent. in 1999 to 33.41 per cent. as at 31 March 2015. As at 31 March 2015, 31 December 2014 and 31 December 2013, the concentration of the Issuer's loan portfolio to its top 12 borrowers was 30.05 per cent., 30.91 per cent. and 36.06 per cent., respectively.

Approximately 62 per cent. of the loan portfolio is denominated in foreign currency. The Issuer has implemented risk management methods to mitigate and control these foreign currency risks along with other market risks to which the Issuer is exposed (see "Risk Management" below).

The Issuer maintains a securities portfolio (both trading and investment) of high credit quality. The Issuer 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.

The Issuer 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 Issuer's securities portfolio as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively:

	As at 31		
	March 2015	December 2014	December 2013
	<i>(reviewed)</i>	<i>(audited)</i>	
		<i>(AED million)</i>	
Trading portfolio	15,692	15,426	2,646
Available-for-sale	52,556	61,957	47,540
Held-to-maturity.....	6,363	5,536	3,306
	74,611	82,919	53,492

The Issuer has created Special Purpose Entities ("SPEs") with defined objectives to carry on fund management and investment activities on behalf of customers. The equity and investments managed by the SPEs are not controlled by the Issuer and the Issuer does not obtain benefits from the SPEs' operations, apart from commissions and fee income. In addition, the Issuer does not provide any guarantees or assume any liabilities of these entities. Consequently, the SPEs' assets, liabilities and results of operations are not included in the consolidated financial statements of the Issuer. The SPEs are as follows:

Legal name	Activities	Country of incorporation	Holding 2014	Holding 2013
NBAD Fund Managers (Guernsey) Limited*	Equity/Global Asset Management	Bailiwick of Guernsey	—	100%
NBAD Global Growth Fund PCC Limited*	Equity/Global Asset Management	Bailiwick of Guernsey	—	100%
NBAD Private Equity 1	Fund management	Cayman Islands	58%	58%
NBAD Nominees Limited*	Shares registration	England	—	100%
One Share PLC	Investment company	Republic of Ireland	100%	100%
NBAD (Cayman) Limited	Fund management	Cayman Islands	100%	100%
NBAD Global Multi-Strategy Fund.....	Fund management	Cayman Islands	100%	100%

*Indicates that the SPE was liquidated during 2014.

Capital Adequacy

The Issuer calculates its capital ratios in accordance with Basel II guidelines established by the UAE Central Bank. As at 31 March 2015, 31 December 2014 and 31 December 2013, respectively, these ratios were as follows:

	As at 31		
	March 2015	December 2014	December 2013
	<i>(reviewed)</i>	<i>(audited)</i>	
	<i>(AED million other than percentage figures)</i>		
Capital base	40,284	41,019	37,302
Risk weighted assets:			
Credit Risk	220,214	209,665	181,696
Market Risk	22,527	23,611	19,394
Operational Risk	17,203	16,937	15,810
	<u>259,944</u>	<u>250,213</u>	<u>216,900</u>
Capital adequacy ratio	15.50%	16.39%	17.20%

Funding

The Issuer's bank and customer deposits totalled AED 299,278 million, AED 279,865 million and AED 246,857 million as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively. Customer deposits amounted to AED 249,837 million, 243,185 million and AED 211,097 million as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively, and represented 83.5 per cent., 86.9 per cent. and 85.5 per cent., respectively, of total bank and customer deposits. The Issuer's customer deposits contain a high proportion of deposits from the Government of Abu Dhabi and public sector entities. As at 31 March 2015, approximately 21.1 per cent. of the Issuer's customer deposits were from government entities and a further 23.4 per cent. were from public sector entities. Once again, this reflects the historically close relationship between the Issuer and the Abu Dhabi Government and public sector entities. The Issuer's funding needs are also met by equity reserves and retained earnings, interbank lines of credit, repurchase agreements and wholesale market funding in the form of Euro commercial paper and medium term note issues.

Since 7 December 2005, the Issuer has made several issuances in multiple currencies under the Programme, of which the outstanding amount as at 31 March 2015 is the equivalent of U.S.\$2.7 billion, with maturities ranging between 2017 and 2042.

The Issuer has a combined MYR 3 billion Medium Term Note and Trust Certificate issuance programme and also has an AUD 2 billion Australian and New Zealand domestic debt issuance programme. As at the date of this Base Prospectus, the total amount issued under the MYR programme was MYR1.5 billion (all issued as Trust Certificates), while the total amount outstanding under the AUD programme was AUD700 million.

In June 2013, the Issuer completed a five-year senior unsecured convertible issuance of U.S.\$500 million with a coupon of 1 per cent. per annum and a conversion premium of 30 per cent.

In September 2006, the Issuer established a U.S.\$2 billion euro commercial paper programme for the issuance of euro commercial paper. These notes are denominated in various currencies and have maturities of less than 12 months.

The Issuer also has three Certificate of Deposit issuance programmes established in each of London, Paris and Hong Kong.

The net proceeds received by the Issuer from the issuance of each of the instruments described in the above paragraphs, other than the net proceeds of the MYR issuances (part of which were used for capitalising its subsidiary in Malaysia, National Bank of Abu Dhabi Malaysia Berhad), were used for the Issuer's general corporate purposes.

The following table shows the sources of the Issuer's funding as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively:

	As at 31		
	March 2015	December 2014	December 2013
	<i>(reviewed)</i>	<i>(audited)</i>	
		<i>(AED million)</i>	
Due to banks	49,441	36,680	35,760
Repurchase agreements with banks.....	14,527	13,876	1,352
Euro commercial paper	5,714	5,484	6,752
Customers' deposits.....	249,837	243,185	211,097
Medium term borrowings.....	14,987	14,999	18,690
Derivative Financial Instruments.....	13,440	10,953	7,454
Other liabilities.....	13,322	11,443	7,772
Subordinated convertible notes	1,493	1,517	1,512
Equity	37,556	37,963	34,671
	400,317	376,099	325,062

THE MAJOR DIVISIONS

The three business divisions of Global Wholesale, Global Retail and Commercial and Global Wealth outlined on pages 61, 64 and 65 respectively of this Base Prospectus are further detailed below.

GLOBAL WHOLESALE

The Global Wholesale Banking division ("GWB") is the Issuer's largest business division and comprises two product units and one client relationship unit. Working with these two product units and the client relationship unit, is a relationship team which focuses on the UAE Government and key Abu Dhabi based clients.

The two product units, Global Markets and Global Banking, are responsible for product strategies, development and sales across the full Group network and for delivery of GWB's financial performance. The client relationship unit is responsible for managing and developing GWB client relationships and maximising revenue and GWB customer return on equity through the cross-selling of products across multiple geographies within the Issuer's network. The client relationship teams are organised around six industry sectors which are financial institutions; aviation and transport; energy and resources; real estate and family; traders, retailers and diversified portfolios; and a specialised team which deals with the UAE Government and key Abu Dhabi based clients.

The UAE Government team and the key Abu Dhabi based clients team focus on developing a strategic relationship with the Governments of the different Emirates and key Abu Dhabi based clients to assist in delivery of the Abu Dhabi Economic Vision 2030, issued by the Government of Abu Dhabi in January 2009 (the "2030 Economic Vision") and assisting different Government entities with their investment requirements and other banking services. By virtue of the breadth of coverage and the significance of the relationships involved, the team has a direct reporting line to the Group Chief Executive Officer. The team covers all federal and local government departments and agencies excluding Government related entities which continue to be relationship managed within their respective industry sector teams.

For the three-month period ended 31 March 2015, the GWB recorded net profits of AED 633 million.

Global Markets

Global Markets ("GM") acts as the access point for the Issuer and its clients to international financial markets in all the traded asset categories, including currencies, interest rate, fixed income, derivatives and pools of liquidity. GM tailors its services and the offering of these products based on its client's individual risk appetite.

Global Markets Distribution

The GM's distribution capability is underpinned by a sales team that enables the Issuer's clients to access pools of liquidity globally through the Issuer's sales and distribution channels.

The three primary coverage groups for the GM sales team are:

1. Global Institutions;

2. Corporate Sales; and
3. Commercial Sales.

These primary coverage groups are also assisted by the following two product coverage groups:

1. Global Client Group, which focuses on flow business interacting with flow buying and execution centres; and
2. Global Credit Sales, which focuses on credit buying centres.

The GM's distribution and sales teams are supported by a Trading & Investments Group which is able to access investment opportunities for the Issuer's client base.

This model encompasses both distribution and sales teams. The distribution team ensures suitable and appropriate distribution channels and centres, whilst the sales team assists with providing liquidity and market-making capabilities in the underlying instruments.

Trading & Investments Group

Within the Trading & Investments Group, the FX and Rates desk manages the Issuer's liquidity position. In addition, the team has developed a diversified issuance platform to provide both short-term and long-term funding options for the end investor.

The Trading & Investments Group also manages the Issuer's interest rate risk and acts as a market maker in all products across the GCC including loans/deposits, foreign exchange spot, foreign exchange forwards and derivatives. The Trading & Investments Group established the region's first "repo" desk which supports the liquidity management of the Issuer as well as supporting the debt origination, distribution and trading activities of the Debt Origination and Distribution team.

Through "iTrade", an electronic gateway which was first established in 2009 and re-branded in 2012 and which allows the Issuer's clients to trade in foreign exchange and money market instruments, the e-commerce desk manages the Issuer's cross-asset class execution platform that assists clients in navigating foreign exchange and money markets.

The credit and alternative investments desk has three main areas of activity including: (i) trading of MENA fixed income instruments; (ii) an investment portfolio comprising international bonds and sukuk; and (iii) an alternative investments unit. The latter comprises a diversified portfolio of international hedge funds as well as a portfolio of MENA equities.

GM has significantly expanded its international presence and is currently operating across the UAE, Oman, Bahrain, Kuwait, Jordan, Egypt, Hong Kong, Malaysia and the United Kingdom. GM's operations will also be expanding into India, where the Issuer has received preliminary approval to open a branch with a targeted opening date during the third quarter of 2015. In line with GWB strategy, this helps facilitate GM's role as a market maker in the West-East corridor.

Global Banking

Global Banking ("GB") is the largest revenue and profit generating division in the Group. GB product teams work with client relationship partners to offer a range of financing and advisory options for clients. The business units within GB consist of the following: Debt Origination and Distribution, Merchant Banking, Project Finance, Structured Trade Finance, Global Transaction Banking and Global Asset Finance.

In line with the GWB strategy, GB is deepening its product and service offerings while expanding its international footprint across Europe, Asia and Africa to take advantage of opportunities arising in the West-East corridor.

Debt Origination and Distribution

GB's Debt Origination and Distribution team focuses on providing debt finance to the Issuer's GWB clients through securities in the public or private markets, loans for general corporate purposes, project and real estate development and for bespoke structured trade transactions, syndicating these loans and managing the GWB's loan portfolio.

Within its debt origination team, the Issuer structures and executes bond and sukuk transactions for its clients. It has received numerous industry debt capital markets accolades in recognition of its leading position in these markets, including being ranked by Bloomberg and Dealogic as the world's number one bank for managing issuance of international sukuk in the first quarter of 2015.

Merchant Banking

The Merchant Banking team provides financial advisory and capital raising services to clients located principally in the UAE, the wider MENA region and selectively in Asia.

Merchant Banking has two main product lines: advisory services; and security services. On the advisory side, the team offers a range of services including mergers and acquisitions, private placements, equity capital markets and project finance advisory. On the securities side, the team offers IPO management, share registrar, and fund administration services. In 2014, the Issuer was one of the Joint Book Runners and Co-Lead Receiving Bank in the U.S.\$1.6 billion IPO of Emaar Malls Group PJSC, the leading owner and operator of shopping malls in Dubai.

The Issuer's Merchant Banking team was awarded "Best Investment Bank, United Arab Emirates" at the Global Finance World's Best Investment Bank Awards 2014.

Project Finance

The Project Finance team is actively involved in structuring project finance transactions across the energy, infrastructure and real estate development sectors and offers customised, long-term financing solutions for large scale development projects (including non-recourse or Limited recourse, PFI/PPP structures and export credit agency supported) and for real estate development (including construction or investment related and asset backed hybrid finance).

Structured Trade Finance

The Structured Trade Finance team offers bespoke structured finance solutions to help clients finance their capital expenditures and achieve their strategic financing requirements. Products offered include receivables-backed term loans, pre-payment/pre-export financing, inventory financing, structured inventory products and risk mitigated facilities.

Global Transaction Banking

The Global Transaction Banking ("GTB") team provides trade finance to its clients globally and cash management to its clients in the UAE. Amongst its trade finance products, GTB offers letters of credit (import and export), letters of guarantee (inward and outward), documentary credits and collections, standby letters of credit, bills for collection (inward and outward), bridge financing (trust receipts and bills discounting) and structured and commodity trade finance products. The GTB team was recognised as the "Best Trade Finance Bank in the UAE" by The Asian Banker in 2014.

GTB's cash management offerings are built on highly integrated, secured web-based cash and treasury management solutions. Cash management products offered by the GTB team include cover account services, collections and receivables, payment services, and liquidity management. The Issuer was also awarded "Best Cash Management Services in the Middle East" by Banker Middle East in 2014.

Global Asset Finance

The Global Asset Finance team, which operates through Abu Dhabi National Leasing, a wholly-owned asset financing and leasing subsidiary of Issuer, offers financing solutions for high value capital assets via secured loans, leases and/or hire purchase agreements to enable clients to improve cash flow, obtain tax relief, and access alternate financing sources. Capital assets financed by the Global Asset Finance team include aircraft, ships, oil tankers, manufacturing plant and machinery and heavy equipment used in construction. Corporate solutions are designed specifically for individual client's needs and include fixed and variable rate leases, structured leases, step-up and step-down leases, skipped payment leases, upgrade leases, leases with grace periods, sale and lease back and hire purchase.

Client Relationships

For five of the industry sectors covered by the relationship management team (financial institutions, aviation and transport, energy and resources, real estate and family, traders, retailers and diversified), the objective of the client relationships team is to service the Issuer's chosen clients in these industry sectors. The Issuer's client teams also cover relationships with governments of the individual emirates.

Financial Institution

The financial institution ("FI") clients represent one of the main sectors within the GWB division for the Issuer in terms of volume, profitability and growth potential. This sector encompasses both bank and

non-bank FIs and covers commercial banks, wholesale banks, investment banks, central banks (together with ministry of finance), export-import banks, finance companies, insurance companies, sovereign wealth funds, and pension funds. The Issuer's FI coverage team aims to be the first port of call for those FI clients wanting to grow their business in the West-East Corridor.

Aviation and Transport

Aviation and Transport clients represent one of the fastest growing industrial sectors in the Middle East and wider West- East corridor. The Issuer's client portfolio in this industry sector is diverse, with key clients operating across the airline, shipping, transport and logistics and aerospace sectors in addition to covering defence and military equipment manufacturers. Many of the Issuer's key clients are global brands, which are particularly active in the emerging markets. The Issuer has close relationships with leading manufacturers across these industry sectors such as Boeing, Airbus and Rolls Royce. As a result of these close relationships, the Issuer has been appointed on a number of prominent financing transactions for these clients in addition to providing industry and product expertise on an on-going basis to hedge clients' interest rate and commodity risks in such transactions.

Energy and Resources

The Energy and Resources sector is an integral part of the UAE economy. Accordingly, the Issuer has a dedicated client relationship sector focussed team to meet the particular needs of clients in the sector. The team focuses on the following areas: Oil, Gas, Power, Petrochemicals, Renewables, Utilities and Hydro-electric projects.

Real Estate and Family

The Real Estate sector is one of the key non-oil-related economic drivers of nominal GDP growth in the UAE and, together with the family conglomerates and specialised government related entity vehicles, represent the other significant participants in the real estate industry. In addition to operating in its local markets, the Real Estate and Family team provides industry and product expertise on an on-going basis in the European, Asian and US markets in order to support its clients in their international investment activities. Given the additional stimuli of Expo 2020 and the 2030 Economic Vision, the Real Estate sector is expected to continue to be an integral part of the UAE economy.

Traders, Retailers and Diversified

The Traders, Retailers and Diversified clients sector represents a wide range of corporates across the automotive, garments, food and beverage, commodities, home appliances, electronics, telecommunications, manufacturing, contracting, and healthcare and education industries. The Retail and Trading sectors is becoming one of the most important domestic markets in the UAE. Given the current and planned developments in the domestic consumer goods sector ahead of hosting Expo 2020 in Dubai, it is anticipated that this sector will experience continued growth in the years preceding Expo 2020. The "Diversified" sector covers industries such as telecommunications, contractors, manufacturing, and healthcare which support the key sectors of Abu Dhabi's 2030 Economic vision.

Government

The Issuer has also actively supported the 2030 Economic Vision and other strategic initiatives implemented by the Government of Abu Dhabi through key government-related entities such as International Petroleum Investment Company and Abu Dhabi National Chemicals Company (ChemaWEyaat). Additionally, within the GCC, the Issuer has successfully penetrated highly competitive markets by participating in transactions such as Saudi Aramco's Sadara project. Outside the GCC, the Issuer has also been involved in international transactions in the Energy industry for key international clients.

GLOBAL RETAIL AND COMMERCIAL

Global Retail and Commercial ("GRC") covers the full international retail and commercial network, in addition to the Issuer's Islamic financing subsidiary, Abu Dhabi National Islamic Finance Private Joint Stock Company ("ADNIF").

For the three-month period ended 31 March 2015, the GRC recorded net profits of AED 294 million.

Consumer and Elite Gold Banking

As at 31 March 2015, the Issuer offers its retail customers a wide choice of products and services through approximately 125 branches and cash offices, over 590 ATMs, a 24/7 call centre and internet banking facilities. This is further supplemented by a growing range of electronic banking services and

a direct sales team of more than 680 employees. Customers also have access to a variety of loans, deposits, cards, transaction accounts, investment and insurance products.

The Elite Gold Banking unit provides personal banking services for high net worth clients resident in the UAE who: (i) have a monthly income of AED 50,000 or above; (ii) make deposits or investments of AED 500,000 or above; or (iii) who have a portfolio of mortgage loans of AED five million or above. Elite Gold Banking provides an exclusive and dedicated service for UAE resident high net worth individuals offering such clients a personal account manager, travel services and special fees, rates and charges on banking products and transactions.

Commercial Banking

As part of the Issuer's internal re-organisation in 2013, Commercial Banking re-focused its business strategy with a specific emphasis on providing comprehensive product coverage to the fast growing small and medium enterprise ("SME") and mid-corporate segments in the UAE and Oman. Through a team of relationship managers, supported by the resources of the Issuer's network, the Commercial Banking team is able to offer a range of products and services in trade finance, cash services, foreign exchange and lending. The Commercial Banking team also provides commercial banking services on a local level to many multi-national corporations to whom the Issuer provides other banking services across its network.

Abu Dhabi National Islamic Finance

ADNIF offers a range of Islamic financial services to retail and corporate customers. ADNIF is headquartered in Abu Dhabi and the Issuer plans for ADNIF to have offices throughout the UAE. The Issuer expects there to be growth in Islamic banking in the UAE and is positioning itself to take advantage. ADNIF's paid-up capital as of 31 March 2015 is AED 500 million of which the Issuer owns 4,999,980 shares (AED 499,998,000) with the remaining two shareholders holding 10 shares each (AED 1,000 each). As at 31 March 2015, ADNIF had six branches in operation and plans to open four additional branches by the end of 2015.

GLOBAL WEALTH

Global Wealth ("GW") focuses on the wealth of private and institutional investors through the Issuer's Private Banking, Global Asset Management, Brokerage and Custody businesses. Its core clients are:

- Ultra High Net Worth Individuals (greater than U.S.\$25 million in investable assets);
- High Net Worth Individuals (greater than U.S.\$1 million in investable assets or sophisticated investors);
- Institutional investors across the GCC (such as corporate and pension funds); and
- Intermediaries (such as banks, brokers and other issuers).

As part of the Issuer's organisational changes in 2013, the Private Banking units were brought together into one Global Private Banking team with the Global Asset Management, Brokerage (NBAD Securities) and Custody offerings being further enhanced to meet the needs of the Issuer's clients from private to institutional investors. The Global Asset Management, Brokerage and Custody businesses are core to the Private Banking offering but also provide services to the Issuer's institutional clients and focus on the development of new products and services tailored towards Private Banking's clients.

For the three-month period ended 31 March 2015, GW recorded net profits of AED 128 million.

Global Private Banking

The Global Private Banking business provides onshore private banking services in the UAE through the UAE Private Banking office. The unit also provides offshore private banking services through the Issuer's wholly owned Swiss subsidiary, NBAD Private Bank (Suisse) SA.

The Global Private Banking business leverages on a wide range of both Group and external products and services to offer clients a complete private banking service, with key services including: (i) discretionary and advisory investment mandates; (ii) deposits; (iii) lending (property and securities); (iv) wealth protection; and (v) through NBAD Private Bank (Suisse) SA, foreign exchange trading.

The Issuer believes that the rapid growth in private individuals' wealth offers significant opportunities for its Global Private Banking business. Currently, a large proportion of the wealth generated in the UAE is managed by foreign institutions. Furthermore, the Issuer believes that its existing strengths,

including its well respected brand, its local presence and established client relationships provide it with a firm base to continue to expand its Global Private Banking business. NBAD Private Bank (Suisse) SA is the centre of the Issuer's Global Private Banking business. NBAD Private Bank (Suisse) SA operates as a fully independent Swiss private bank and is subject to Swiss laws and regulations, including those on confidentiality. NBAD Private Bank (Suisse) SA focuses on offering high net worth individuals tailor-made private banking and wealth management services. It also provides wealth protection vehicles through the NBAD Trust Company (Jersey) Limited. The Global Private Banking business also offers onshore UAE private banking through its dedicated private banking offices in Abu Dhabi and Dubai. Client introductions are handled by both the Group network referring clients, as well as the new business brought in by the division's own private banking team.

Within the UAE, the Global Private Banking business complements the services offered by the Elite Gold Banking unit (see "*Global Retail and Commercial*" above). The Elite Gold Banking unit focuses on providing UAE clients with prestige retail banking products and services whereas the Global Private Banking business focuses on providing UAE and global clients with wealth management advice and products.

The Issuer's strategy for its Global Private Banking business is to become a first choice provider of sophisticated and tailor-made wealth management solutions to ultra-high net worth individuals in the UAE and overseas. In order to achieve this, the Issuer offers an open architecture investment approach (including the GAM (as defined below) funds where appropriate) as part of the tailor-made investment and wealth structuring services it offers its clients. As indicated above, the Global Private Banking business offers its broad range of products both through an on-shore platform in the UAE and its off-shore platforms (including NBAD Private Bank (Suisse) SA and NBAD Trust Company (Jersey) Limited).

The Issuer's UAE Private Banking function was awarded "Private Bank of the Year UAE" for 2014 in the Annual Global Private Banking Awards hosted by The Banker and Professional Wealth Management Magazine.

Global Asset Management Group

The Global Asset Management group ("GAM") is currently one of the largest local asset managers in the UAE, supporting assets of AED 9.5 billion as at 31 March 2015, and providing investment expertise to institutions and private individuals through two distinct lines of business: (i) mutual funds; and (ii) segregated mandates. The Issuer's mutual fund product offerings are extensive, offering clients the ability to focus their portfolios on, for example, UAE equities listed on the Dubai Financial Market (the "DFM"), ADX and NASDAQ Dubai (the NBAD UAE Growth Fund), a broader pool of MENA listed equities (the NBAD MENA Growth Fund, including a *Shari'a* compliant variant of this MENA Growth Fund) or for more risk-averse clients, or those with more restrictive investment criteria, the Issuer also offers the NBAD Cautious Income Fund and the NBAD Sukuk Income Fund.

The GAM also offers larger clients access to its investment expertise through segregated mandates. Portfolios are managed by GAM and customised to suit the client's risk/return profile. An investment advisory service is also available. GAM clients include Sovereign Wealth Funds, financial institutions such as banks, insurance companies; pension funds, large private investors and family offices which invest in both equities to provide capital growth strategies and fixed income producing instruments such as bonds, yield enhancements strategies and trade finance portfolios.

The investment strategy team manages the NBAD Investment Forum that formulates the NBAD House View (the Issuer's macro-economic and asset class specific views (on asset classes including equities, fixed income and commodities)) which is then disseminated throughout the Issuer on at least a quarterly basis. The aim of the production of the NBAD House View is to ensure that client facing businesses receive a unified and consistent flow of information and opinion. The NBAD House View is used to guide investment advisors, relationship managers and clients across the Issuer's operations and particularly within the Global Private Banking business and the GRC division, in addition to assisting with the management of the strategic and tactical asset allocation that governs the Issuer's model portfolios and asset allocation funds.

The investment products team is responsible for the sourcing and selection of investment products and solutions (either in-house or from external providers), which are then marketed by the appropriate client facing businesses (including the Global Private Banking business and the Elite Gold Banking unit). The investment products team utilises the NBAD House View in addition to obtaining input from the Issuer's network of internal investment advisors and relationship managers in the sourcing and selection of investment products. The investment products steering committee facilitates the sourcing,

evaluation and selection of investment ideas which align with the NBAD House View. The investment products team works closely with the Group Legal and Compliance Division to ensure that products are established and managed in line with both internal and external guidelines and regulations. The investment products team is also responsible for providing marketing support, in respect of investment products and solutions, to the broader GAM and other GW businesses.

The investment advisory team has responsibility for GAM's advisory investment advisory function, with investment advisors operating within client facing businesses including the Global Private Banking business and the GRC division.

The trade execution desk is operational in Switzerland and the UAE, with the function of executing transactions in respect of multiple asset classes (including, but not limited to, equities, fixed income products, foreign exchange and funds) on behalf of clients of the Global Private Banking business and the GRC division.

The Issuer's GAM was awarded "Best Islamic Fund" for 2014 at the Global Islamic Finance Awards, "Best GCC Equity Fund" for 2014 by The Banker Middle East and "UAE Best Fund Manager" for 2014 at the Wealth Briefing GCC Region Awards.

NBAD Securities LLC

NBAD Securities LLC ("NBADS"), a wholly-owned subsidiary of the Issuer which is licensed by the SCA. NBADS is the second largest brokerage service provider in the UAE with a market share of 8.4 per cent., servicing 2,368 active accounts through five active branches across the UAE in addition to its own dedicated e-trading platform. NBADS trades across the ADX, the DFM, NASDAQ Dubai and selected markets in the GCC (through various third party partners).

NBADS is a market-focused, process centred institution that delivers innovative and consistent services, including various brokerage services in the UAE and the regional markets alike. In addition, NBADS provides research services for institutional and retail clients covering UAE and selected Saudi, Qatar and Egyptian public listed companies.

The Issuer's strategy for NBADS is to maintain its position as one of the primary brokerage service providers in the UAE and to develop it from a local brokerage operation into a global brokerage operation which is able to offer its customers services on local, regional and international equity markets, as well as fixed income brokerage services. In order to achieve this strategy, the Issuer has segregated retail, high net-worth individuals and institutional brokers in order to better serve the needs of clients and to ensure that confidentiality is maintained at all times. NBADS is currently diversifying its product breadth (for example by offering margin trading services). All of the necessary support units required to deliver a quality service to its customers have been put in place with an emphasis on compliance and technology. In this regard, the Issuer believes that NBADS offers a unique service to its clients and UAE investors, as a whole, in addition to providing channels of investing regionally using the latest technology and by providing them with the latest fundamental and technical research tools to enable them to make informed investment decisions which minimise the risks inherent in foreign and regional markets.

NBADS was awarded "Best Brokerage House in the UAE" for 2014 by International Finance Magazine.

Custody Services

In 2010, the Issuer was granted the first custody license in the UAE by the SCA. As at the date of this Base Prospectus, the Issuer remains the only UAE Bank that is licensed to provide Custody Services. The Issuer's custody product offering provides settlement and clearing of securities and cash, safe keeping of securities and associated cash, reporting, asset servicing, cash management direct custody services for the ADX, the DFM and NASDAQ Dubai; with a geographical spread that extends to cover the GCC and Middle East markets in addition to international markets through its sub-custodian network, servicing assets under custody in excess of AED 121.7 billion.

The Issuer offers industry standard custody solutions through a full range of core and value-added custody services which include:

- settlement and clearing of securities and cash;
- safekeeping of securities and associated cash;
- reporting;

- asset servicing;
- cash management; and
- market information services.

The Issuer's custody services extend to include non-discretionary portfolio management services. Furthermore, the Issuer also offers portfolio restructuring and asset allocation, whereby the portfolio is traded at the sole discretion of the client. All shares, whether purchased on the primary market, secondary market or "over-the-counter" are held in the name of the Issuer, providing confidentiality for clients.

Clients place orders directly with the Issuer's traders and therefore have a direct access to all of the top brokerage houses in the MENA region. Settlement of all trades and foreign exchange transactions and the collection and allocation of all corporate actions is insured.

Key Clients Management

The Key Clients Management Department provides global relationship management for the Abu Dhabi royal family, government entities and other key dignitaries including diplomats, members of various boards of directors, high-net worth individuals and business communities to service their banking needs and to maintain the Issuer's reputation as a leading financial institution.

NBAD Trust Company (Jersey) Limited

NBAD Trust Company (Jersey) Limited is a wholly owned subsidiary of the Issuer, administered by Royal Bank of Canada. It provides trust and foundation structures for private and institutional clients.

HEAD OFFICE SUPPORT AND OTHER BUSINESSES

The Issuer provides centralised human resources, information technology, finance, investor relations, corporate communications, property, legal, operations and administrative support to all of its businesses.

GROUP TREASURY

The Group Treasury department is a Head Office function whose role is to ensure that the Group always has sufficient liquidity and capital to support the Board of Directors medium and long-term strategic objectives which incorporate balance sheet, geographical and financial performance growth. More specifically, its responsibilities include the following at the Group level: management of the Group's liquidity position (which includes ensuring compliance with all domestic and international regulatory requirements), management of the Group's structural asset and liability position, management of the Group's capital position (including meeting requirements for newly established branches or subsidiaries), management of the investment of excess liquidity/capital, management of the global debt platform (including responsibility for all issuance including capital products) and management of the internal funds transfer pricing platform.

RISK MANAGEMENT

The Board of Directors has overall responsibility for the establishment and oversight of the Issuer's risk management framework and they are assisted by two Board committees, the Risk Management Committee and the Audit Committee; and by two management committees, the Group Risk Committee and the Group Assets and Liabilities Committee.

The Issuer manages risk on three levels through its business units, control units and Group Internal Audit ("GIA"). Business units identify and manage risk in their day-to-day activities by ensuring that activities are within the Issuer's risk appetite and remain compliant with relevant internal policies and processes. The Risk group (comprising the Head Office risk function and the embedded risk functions in the various business divisions) and the Group Legal and Compliance Division jointly establish risk controls comprising policies, frameworks, processes and analytical tools whilst providing oversight and independent review of the first line. GIA provides assurance to management and the Board of the effectiveness of the Group's risk management practices.

Liquidity Risk

Liquidity risk is the risk that the Issuer does not have sufficient funds available at all times to meet its contractual and contingent cash flow obligations. Liquidity risk can be caused by market disruptions or credit downgrades which may cause certain sources of funding to cease to be available. To mitigate this risk, senior management of the Issuer has diversified funding sources and monitors

liquidity on a daily basis to ensure adequate liquidity is maintained. In addition, the Issuer maintains a statutory cash reserve with central banks and maintains an adequate balance of cash, cash equivalents and readily marketable securities.

The table below summarises the maturity profile of the Issuer's assets and liabilities based on the contractual repayment arrangements. The contractual maturities of assets and liabilities have been determined on the basis of the remaining period at the balance sheet date to the contractual maturity date. The maturity profile is monitored by senior management to ensure that adequate liquidity is maintained.

The following table (which has been extracted from the Issuer's audited financial statements as at and for the year ended 31 December 2014) shows the maturity profile of assets, liabilities and shareholders' equity as at 31 December 2014:

	Total	Less than three months	From three months to one year	From one year to three years (AED '000)	From three years to five years	Over five years	Unspecified Maturity
Assets							
Cash and balances with central banks.....	55,452,341	51,914,495	3,537,846	—	—	—	—
Investments at fair value through profit or loss.....	15,425,662	2,546,859	3,643,831	6,097,025	572,182	2,565,765	—
Due from banks and financial institutions.....	11,134,262	10,475,464	658,798	—	—	—	—
Reverse repurchase agreements.....	15,844,377	14,525,319	1,319,058	—	—	—	—
Loans and advances.....	194,279,352	44,544,174	18,756,573	27,686,168	44,319,741	58,972,696	—
Non-trading investments.....	67,493,122	2,893,227	4,871,748	15,720,286	9,713,627	34,294,234	—
Derivative financial instruments.....	7,422,828	1,546,297	941,943	1,393,080	1,099,799	2,441,709	—
Other assets.....	6,370,981	4,778,236	1,592,745	—	—	—	—
Investment properties.....	177,533	—	—	—	—	—	177,533
Premises and equipment.....	2,498,254	—	—	—	—	—	2,498,254
	376,098,712	133,224,071	35,322,542	50,896,559	55,705,349	98,274,404	2,675,787
Liabilities and Equity							
Due to banks and financial institutions.....	36,679,504	35,865,125	796,028	18,351	—	—	—
Repurchase agreements....	13,875,917	13,875,917	—	—	—	—	—
Euro commercial paper.....	5,484,176	3,540,073	1,944,103	—	—	—	—
Customers' deposits.....	243,184,652	229,147,733	11,634,192	1,400,368	785,906	216,453	—
Medium-term borrowings....	14,998,716	2,768,851	502,628	3,192,007	6,745,751	1,789,479	—
Derivative financial instruments.....	10,953,124	1,455,819	1,154,224	1,124,491	1,622,594	5,595,996	—
Other liabilities.....	11,442,600	8,581,950	2,860,650	—	—	—	—
Subordinated notes.....	1,516,641	—	—	1,037,047	—	479,594	—
Equity.....	37,963,382	—	—	—	—	—	37,963,382
	376,098,712	295,235,468	18,891,825	6,772,264	9,154,251	8,081,522	37,963,382

The following table (which has been extracted from the Issuer's audited financial statements as at and for the year ended 31 December 2014) shows the maturity profile of assets, liabilities and shareholders' equity as at 31 December 2013:

	Total	Less than three months	From three months to one year	From one year to three years (AED '000)	From three years to five years	Over five years	Unspecified Maturity
Assets							
Cash and balances with central banks.....	35,061,054	28,871,446	6,189,370	238	—	—	—
Investments at fair value through profit or loss.....	2,645,893	—	229,260	502,429	275,040	1,639,164	—
Due from banks and financial institutions.....	20,100,371	15,101,012	4,999,359	—	—	—	—
Reverse repurchase agreements.....	18,932,199	16,506,617	2,255,801	169,781	—	—	—
Loans and advances.....	183,811,494	48,870,198	25,831,591	20,204,500	30,472,213	58,432,992	—
Non-trading investments.....	50,846,059	4,602,465	11,166,081	3,503,638	5,497,222	26,076,653	—
Derivative financial instruments.....	6,146,006	1,049,944	542,963	1,046,083	1,096,145	2,410,871	—
Other assets.....	4,909,712	3,682,285	1,227,427	—	—	—	—
Investment properties.....	135,260	—	—	—	—	—	135,260
Premises and equipment.....	2,473,608	—	—	—	—	—	2,473,608
	325,061,656	118,683,967	52,441,852	25,426,669	37,340,620	88,559,680	2,608,868
Liabilities and Equity							
Due to banks and financial institutions.....	35,760,382	34,111,978	1,648,404	—	—	—	—
Repurchase agreements....	1,352,121	1,352,121	—	—	—	—	—
Euro commercial paper.....	6,752,015	6,119,170	632,845	—	—	—	—
Customers' deposits.....	211,097,222	192,710,645	15,621,857	1,834,111	760,976	169,633	—
Medium-term borrowings....	18,690,168	—	3,480,688	4,834,299	5,857,284	4,517,897	—
Derivative financial instruments.....	7,454,016	1,158,300	663,615	734,859	1,010,554	3,886,688	—
Other liabilities.....	7,772,018	5,830,802	1,941,216	—	—	—	—
Subordinated notes.....	1,512,323	—	—	1,034,935	—	477,388	—
Equity.....	34,671,391	—	—	—	—	—	34,671,391
	325,061,656	241,283,016	23,988,625	8,438,204	7,628,814	9,051,606	34,671,391

Currency Risk

Currency risk is the risk that the value of a financial instrument will fluctuate due to changes in foreign exchange rates and arises in respect of financial instruments denominated in a foreign currency. The Group's functional currency is the UAE Dirham. The Board of Directors has set limits on positions by currency. At the Group level, the Issuer has set limits for the pegged and unpegged currencies which have been calculated using net open position (a risk methodology which the Issuer uses to calculate its foreign exchange exposures). Once the Issuer's exposures have been calculated, they are checked against the net open position limits set at the Group level. Positions are closely monitored and hedging strategies are used to ensure positions are maintained within established limits.

The following table (which has been extracted from the Issuer's audited financial statements as at and for the year ended 31 December 2014) shows the significant net exposures denominated in foreign currencies to which the Issuer was exposed as at 31 December 2014:

Currency	Net spot position (short)/long	Forward position (short)/long	Total 2014 (short)/long	Total 2013 (short)/long
			<i>(AED '000)</i>	
US Dollar	17,872,952	(7,852,715)	10,020,237	(2,917,259)
UK Sterling pound	1,611,470	(1,399,036)	212,434	181,579
Euro	7,456,348	(7,267,167)	189,181	40,402
Kuwaiti Dinar	(271,131)	(255,120)	(526,251)	380,512
Omani Riyal	1,270,239	(1,212,732)	57,507	515,231
Saudi Riyal	33,840	(2,361,431)	(2,327,591)	1,228,574
Japanese Yen	95,043	(54,602)	40,441	(10,040)
Swiss Franc	771,049	(300,583)	470,466	(9,705)
Qatari Riyal	252,309	1,108,760	1,361,069	1,795,810
Bahraini Dinar	37,665	42,178	79,843	479,635
Egyptian Pound	185,029	190,848	375,877	30,612
Jordanian Dinar	934,806	(668,384)	266,422	277,737
Malaysian Ringgit	(232,119)	365,575	133,456	(9,215)

Market Risk

Market risk for the Issuer is the risk that the Issuer's income and/or value of its financial instruments will fluctuate adversely because of changes in market factors such as interest rates, foreign exchange rates, and equity, commodity and option prices.

The Issuer segregates market risk from two sources: trading and non-trading portfolios. Trading portfolios are mainly held by the GWB, while the non-traded market risk resides primarily in the investment portfolios, interest rate gaps in the banking book and the Group's overall foreign exchange positions.

Credit Risk

Credit risk is the risk that a customer or counterparty to a financial asset fails to meet its contractual obligations and causes the Issuer to incur a financial loss. It arises principally from the Issuer's loans and advances due from banks and financial institutions including reverse repo, off balance sheet contingent liabilities and non-trading debt investments and certain other assets. The Issuer's Credit Risk Management framework includes policies and procedures to monitor and manage these risks. The Group Risk Management function ensures centralised oversight for credit risk management including:

- Establishment of authorisation structure and limits for the approval and renewal of credit facilities;
- Reviewing and assessing credit exposures in accordance with authorisation structure and limits, prior to facilities being committed to customers. Review and renewal of facilities are subject to the same process;
- Diversification of lending and investment activities;
- Limiting concentrations of exposure to industry sectors, geographic locations and counterparties; and
- Ensuring periodic monitoring of credit risk in its portfolio by the:
 - Monitoring of risk quality (Obligor Level): The Issuer has a process of periodic review of credit based on internal rating grades. More frequent reviews are made for the weaker credits and less frequent reviews for the superior credits. The Issuer has a process of defining and reporting all the potential problem accounts. The consumer banking portfolio is monitored based on delinquency buckets, which are calculated based on the number of instalments due from the relevant customer;
 - Monitoring of risk quality (Portfolio Level): The Issuer monitors the existing portfolio based on the relevant economic sectors, industry, geography, ratings and business lines. These portfolio reports are prepared periodically and circulated to senior management;

- Monitoring of amounts of principal and interest which are past due: All past due amounts of principal and interest on loans and advances are reported periodically to senior management. Measures to realise such past due amounts are initiated with continuous follow up thereafter;
- Monitoring of excess over limits: the Issuer has a policy for monitoring of all excesses over limits. The monitoring reports are submitted to senior management and processes are initiated to realise and regularise such excesses;
- Monitoring of potential loss accounts (Watch-list): This category comprises accounts where either contractual principal or interest are past due or when the accounts show weakness in the borrower's financial position and creditworthiness and requires more than normal attention. Such weakness is specifically monitored to ensure that the quality of the asset does not further deteriorate;
- Traded credit risk: The Issuer has internally designed and implemented the methodology to estimate the potential future exposure (the "PFE") associated with FX, interest rate and commodity over-the-counter derivatives. The PFEs are used by the Issuer to set the risk limit as well as to monitor counterparty exposure on daily basis; and
- Collateral management: The Issuer has adopted a rigorous system of controls, reviews and approvals to ensure effective collateral management. This includes a minimum loan to value ratio requirement for each facility, specific collateral requirements for lending against shares and for loans in the real estate portfolio, margin calls for treasury products and ensuring legal enforceability of contracts including perfection of security interests.

On 11 November 2013, the UAE Central Bank published the Large Exposure Notice amending the previous UAE Central Bank circular, published in April 2012, on large exposure limits. The Large Exposure Notice was published in the Official Gazette on 30 December 2013 and entered into force on 30 January 2014. The Large Exposure Notice introduced new limits of 100 per cent. of a bank's capital base for all lending to UAE local governments and their non-commercial entities, together with a 25 per cent. limit to any single such non-commercial entity. Exposures above these limits are subject to approval by the UAE Central Bank. The UAE Central Bank has established a five-year period (which commenced at the end of 2013) within which UAE banks must be compliant with the Large Exposure Notice. See "*The United Arab Emirates Banking Sector and Regulations — Recent Trends in Banking — Large Exposures*".

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 Issuer. 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 Issuer to help manage its balance sheet risks in an efficient manner and is also offered to the Issuer's clients with back-to-back transactions executed with other financial institutions. The majority of the Issuer's derivative contracts are entered into with other financial institutions who enjoy investment grade credit ratings from the main credit rating agencies.

Interest Rate Risk

By the nature of its business, the Issuer is exposed to interest rate risk which primarily arises from interest bearing financial instruments and reflects the possibility that changes in interest rates will adversely affect the value of the Issuer's financial instruments and related income. The Issuer is exposed to this risk both in its trading book and banking book.

All business units are directed to transfer Interest Rate Risk to the GM unit and to the Group Treasury function. Interest rate risk in the Issuer's trading portfolio is managed by the GM unit and within the limits approved by the Risk Management Committee. Interest rate risk generated by the Issuer's banking portfolio is managed by the Group Treasury function within the limits approved by the Risk Management Committee. GM and Group Treasury manage this risk principally through monitoring interest sensitivities created by the asset and liability mismatches along various parts of the interest rate curve.

A substantial portion of the Issuer's assets and liabilities are re-priced within one year. Accordingly, the Issuer's exposure to Interest rate risk is limited. The GM risk team conducts assessment of the interest rate risk exposure by measuring the impact of likely changes in interest rate movements.

Operational Risk Management

This is the risk of direct or indirect loss arising from a wide variety of causes associated with the Group's processes, personnel, and systems and from external factors other than credit, market and liquidity risks. This includes legal and regulatory requirements and generally accepted standards of corporate behaviour but excludes strategic and reputational aspects. However, reputational risk is addressed via various operational risk management tools.

The Board has oversight responsibilities for operational risk management in the Group. These responsibilities are exercised through the GRC with an established framework of policies and procedures to identify, assess, monitor, control, manage and report risks. The GRC employs clear internal policies and procedures to reduce the likelihood of any operational risk related losses and to minimise the consequent impact. These measures include a unique and effective process of assessing associated risks and approving residual risks of new and/or significant change initiatives within the Group and an "Internal Loss Data Collection Process" which the Issuer uses to capture operational risk events or incidents. The Internal Loss Data collected is reconciled with the General Ledger (the internal accounting records of the Issuer's finance team).

The Issuer has in place an effective operational risk management framework with a defined operational risk management cycle that comprises four major stages: (i) risk identification; (ii) risk assessment and measurement; (iii) risk control; and (iv) risk monitoring and reporting. The operational risk cycle is achieved through the use of one or more tools. The Group operational risk management framework seeks to embed operational risk management elements into its day-to-day activities and processes, through a strategic adoption of operational risk management tools across all business units.

Day-to-day management of operational risk is conducted by the management of the respective business unit in compliance with the operational risk framework established at the Group level. In accordance with the Group level operational risk management policies, the relevant business units are required to conduct periodic risk assessments, report operational losses on a periodic basis, adopt a monitoring framework and effect suitable mitigating measures for operational risk in their units. Operational risk management coordinators have been designated for all business units, overseas branches and subsidiaries, who act as the primary source for facilitating operational risk management within their respective areas of responsibility. The individual business lines in the Group are responsible for ensuring compliance with the different regulations of the various local and overseas regulators under which the Group operates and are assisted in the fulfilment of their responsibilities by the Legal and Compliance Division in the UAE.

The primary responsibility to ensure compliance with policies and procedures resides with the respective business lines and is supported by periodic reviews undertaken by GIA. The results of these reviews are discussed with the management of the relevant business unit to which they relate, with summaries submitted to the Audit Committee and the senior management of the Issuer.

Basel II

The Issuer's capital adequacy ratio was 15.50 per cent. as at 31 March 2015, 16.39 per cent. as at 31 December 2014 and 17.20 per cent. as at 31 December 2013, thus complying with the current minimum regulatory requirements of 12 per cent. as per the Basel II capital adequacy guidelines as stipulated by the UAE Central Bank.

Basel III

Ahead of the implementation by the UAE Central Bank of the Basel III capital adequacy and liquidity guidelines in the UAE, the Issuer computes key Basel III ratios (including Common Equity Tier 1, Tier 1 and Leverage ratios) on a quarterly basis. As at 31 March 2015, these ratios indicate that the Issuer maintains an adequate capital cushion in compliance with the Basel III guidelines.

The Issuer tracks compliance with the UAE Central Bank's two current interim liquidity ratios (the Liquid Asset Ratio (the "LAR") and the Uses to Stable Resources Ratio) and remains compliant as at 31 March 2015. The Issuer also monitors its compliance with the main Basel III liquidity guidelines (including the Liquidity Coverage Ratio (the "LCR") and the Net Stable Funding Ratio).

As at the date of this Prospectus, the Issuer has exercised its option under the Liquidity Notice to request the UAE Central Bank to approve a move to assessment of the Issuer's liquidity as against the LCR, with effect from 1 January 2016 (and away from assessment of liquidity as against the UAE Central Bank interim ratio, the Eligible Liquid Assets Ratio (the "ELAR") which will be introduced with effect from 1 July 2015 under the Liquidity Notice and which will replace the UAE Central Bank's current interim ratio, the LAR). The Issuer will be required to comply with the ELAR until 1 January 2016, when it will move to compliance with the LCR (subject to receipt of UAE Central Bank approval).

Credit Approval Procedures

The Issuer's credit approval process follows a tiered approach with approvals for small retail credits being undertaken at the branch and regional levels. Larger credits are referred upwards through to the risk group headed by the Group Chief Risk Officer. The Issuer has established a risk based discretionary power for approving single Group exposures. This discretionary power is linked to internal risk ratings which ensure that sanctioning decisions on lower rated transactions undergo more stringent credit reviews, and are submitted to higher approval authorities.

Retail lending business is governed by product programmes vetted by the Risk Group and employs credit scoring techniques to process small scale, large volume credit decisions. The scores are combined with management judgments to ensure an effective on-going process of approval and review. The majority of the retail credit origination process has been automated which significantly reduces operational risk arising out of the credit approval and monitoring process.

Non-Performing Loans

Non-performing loans ("NPLs") decreased from AED 6,160 million as at 31 December 2014 to AED 5,955 million as at 31 March 2015. NPLs have decreased by AED 168 million in absolute terms between 31 March 2014 and 31 March 2015 with the ratio of NPLs as a percentage to gross loans decreasing from 3.31 per cent. to 2.88 per cent. during the same period. The Issuer's NPL ratio remains among the lowest in the industry and well below the industry average. In addition, the Issuer's NPLs are well covered with a provision coverage (including collective impairment allowances) of 111 per cent. as at 31 March 2015. The decrease in NPLs and the NPL ratio is a reflection of the improvement in the credit cycle in the UAE and consequent loan growth. Private sector credit exposures are primarily to major business groups in the UAE and to infrastructure and real estate projects that are currently underway. NPLs (excluding impaired government and public sector loans) to gross loans (excluding all public sector and government loans) other than government and public sector loans were 4.33 per cent. as at 31 March 2015, 4.51 per cent. as at 31 December 2014 and 4.91 per cent. as at 31 December 2013, respectively.

The 20 largest NPL exposures comprised 66 per cent. of gross NPLs (inclusive of interest suspended) as at 31 March 2015 and 60 per cent. of gross NPLs (inclusive of interest suspended) as at 31 December 2014. Restructured loans amounted to AED 1.69 billion and AED 1.30 billion as at 31 March 2015 and 31 December 2014, respectively.

The following tables provide a breakdown of NPLs as a percentage of gross loans made and the loan-loss reserves and charges made to NPLs and gross loans, respectively, each as at 31 March 2015, 31 December 2014 and 31 December 2013, respectively, and the movement in NPLs for the three-month period ended 31 March 2015 and the years ended 31 December 2014 and 31 December 2013, respectively:

	As at 31		
	March 2015	December 2014	December 2013
	<i>(reviewed)</i>	<i>(audited)</i>	
		<i>(Percentage)</i>	
NPLs/gross loans	2.88	3.07	3.16
NPLs (excluding impaired government and public sector loans)/gross loans (excluding all public sector and government loans)	4.33	4.51	4.91
Loan-loss reserves/NPLs	111.48	108.24	105.22
Impairment charges (net)/gross loans	0.08	0.43	0.63

Movement in NPLs for the period ended			
	31 March 2015	31 December 2014	31 December 2013
	<i>(reviewed)</i>	<i>(audited)</i>	
		<i>(AED million)</i>	
NPLs at the beginning of the year.....	6,160	6,013	5,781
Less recoveries	44	474	321
Less written off	229	544	388
Add net additions	68	1,165	941
NPLs at the end of the period	5,955	6,160	6,013

Please note that all figures and ratios in the above section on non-performing loans with respect to NPLs and gross loans exclude interest suspended.

Related Party Exposure

Financial assets to related parties amounted to 195 per cent. of total equity as at 31 March 2015 and 191 per cent. as at 31 December 2014. Related party financial liabilities were higher by AED 14.3 billion than related party financial assets at 31 March 2015.

INFORMATION TECHNOLOGY

The Issuer's Information Technology ("IT") department continues to deliver a competitive advantage to the Issuer through the effective, efficient and sustainable management of our information assets and technology.

The Issuer's IT department is focused on utilising advanced IT systems to serve the Issuer's customers and ensure that customers' data is well protected and secured against unauthorised access. To improve responsiveness to the needs of the business, the IT department is organised into seven main units, namely: (i) IT international subsidiary and strategic projects; (ii) IT strategy, governance and control; (iii) IT security; (iv) IT infrastructure services; (v) IT business services; (vi) IT service operations; and (vii) IT solution delivery.

The Issuer has implemented new business systems to offer enhanced services to the Issuer's customers and eliminate geographical barriers. These new browser-based and mobile-based systems offer hardware independence, eliminates downtime during end-of-day processing and supports the latest automatic failover and clustering technologies. Moreover, the systems use open technologies that are more resilient against technology obsolescence. In addition, the Issuer is continually enhancing and renewing existing applications, and implementing new systems to improve the Issuer's ability to leverage its information assets to better serve its customers.

GROUP INTERNAL AUDIT

GIA has overall responsibility for evaluating and recommending improvements on the effectiveness of the risk management, control and corporate governance processes of the Issuer. This includes, amongst other functions:

- reviewing business activities to assess if they are aligned to the Group's strategy and plans;
- providing an opinion and making recommendations to improve the governance, risk and internal control framework;
- confirming, through regular review, that the Group is conducting business in accordance with all applicable regulatory requirements and the Issuer's own policies and procedures;
- reviewing the information systems used by the Issuer to ensure that they comply with reliability and risk control requirements;

GIA currently employs 68 members of staff and comprises the following units:

- Group Retail and Commercial Banking Audit, which is primarily responsible for the audit of this business line across the Group including supporting infrastructure and ADNIF;
- Group Wholesale Banking Audit, which is primarily responsible for the audit of this business line across the Group including supporting infrastructure;

- Group Wealth Audit, which is primarily responsible for the audit of this business line across the Group including supporting infrastructure;
- Group Technology and Operations Audit, which is primarily responsible for the audit of the Technology, Operations and Strategic Projects activities across the Group, either on a standalone basis or in support of the business audit teams above; and
- Group Enablement Audit, which is primarily responsible for the audit of the Finance, Risk Management, Human Resources and Group Legal and Compliance functions, either on a standalone basis or in support of business audits.

GIA also employs resident internal auditors in jurisdictions where a local regulator requires a local audit presence. GIA staff in the respective geographical locations report to a local head of audit, who in turn reports to the Head of Audit Wholesale and International who coordinates and manages the overall audit plan outside of the UAE.

In order to ensure independence and objectivity, the Group Chief Audit Officer reports to the Board Audit Committee. GIA has unrestricted access to all of the Issuer's records and staff.

GROUP COMPLIANCE DIVISION

As part of the Issuer's internal re-organisation, during the third quarter of 2013 the Issuer's legal and compliance functions were merged into a single division (the "Legal and Compliance Division") in order to provide a single point of contact on all legal and compliance matters for senior management and employees whilst retaining separate legal and compliance teams within the Legal and Compliance Division to facilitate day to day legal and compliance work.

DIRECTORS, MANAGEMENT AND EMPLOYEES

Administrative, management and supervisory bodies

The members of the Board of Directors and general management of the Issuer and their functions within the Group and the principal activities of the directors and members of general management outside the Group are as follows:

Name	Citizenship	Principal Activities outside the Group
H.E. Nasser Ahmed Alsowaidi Chairman (Date of birth: 1 January 1961)	UAE	<ul style="list-style-type: none"> • Board Member – Executive Council of Abu Dhabi Government • Chairman – Energy Authority – Abu Dhabi • Chairman – ADX • Chairman – Etihad Rail Company • Board Member – Mubadala Development Company P.J.S.C. • Board Member – International Petroleum Investment Company P.J.S.C.
H.E. Dr. Al Taher Musabah Al Kindi Al Marar (Date of birth: 2 February 1962)	UAE	<ul style="list-style-type: none"> • Vice Chairman – Abu Dhabi Chamber of Commerce and Industry • Honouree – Western Region Municipality • Board Member – Abu Dhabi Exhibition Centre
H.E. Mohammed Omar Abdulla Board Member (Date of birth: 4 February 1962)	UAE	<ul style="list-style-type: none"> • Undersecretary – Department of Economic Development • Board Member – Sheikh Khalifa Fund • Board Member – Abu Dhabi Pension Fund • Board Member – Abu Dhabi National Exhibition Company ("ADNEC")
Mr. Khalifa Sultan Al Suwaidi	UAE	<ul style="list-style-type: none"> • Executive Director – Direct Investment

Board Member (Date of birth: 11 April 1974)		<ul style="list-style-type: none"> Department, Abu Dhabi Investment Council Board Member – ADX Board Member – Union National Bank Board Member – Abu Dhabi National Insurance Company Board Member – Abu Dhabi Investment Company (Invest AD)
Mr. Hashim Fawwaz Al Kudsi Board Member (Date of birth: 13 January 1967)	UAE	<ul style="list-style-type: none"> Executive Director, Active Investment Strategies – Abu Dhabi Investment Council Board Member – Abu Dhabi Investment Company (Invest AD) Board Member – Al Wathba Company for Central Services
Mr. David Beau Board Member (Date of birth: 9 July 1970)	French	<ul style="list-style-type: none"> Chief Investment Officer – Abu Dhabi Investment Council Investment Committee member – Abu Dhabi National Insurance Company
H.E. Sultan Bin Rashed Al Dhaheri Board Member (Date of birth: 31 December 1932)	UAE	<ul style="list-style-type: none"> Board Member – Abu Dhabi National Insurance Company Member – Federal National Council of the UAE
Sheikh Ahmed Bin Mohammed Sultan Al Dhaheri Board Member (Date of birth: 3 May 1971)	UAE	<ul style="list-style-type: none"> Member of Abu Dhabi National Consultative Council Board Member – Etisalat Deputy Chairman – National Hotels Company Deputy Chairman – Abu Dhabi Aviation
Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan Board Member (Date of birth: 19 October 1978)	UAE	<ul style="list-style-type: none"> Chairman – Abu Dhabi Marine Investment Company Vice Chairman – Abu Dhabi National Insurance Company Vice Chairman – Abu Dhabi Marine Sport Club
Mr. Matar Hamdan Al Ameri Board Member (Date of birth: 7 February 1967)	UAE	<ul style="list-style-type: none"> Board Member – National Drilling Company Board Member – Abu Dhabi National Tanker Company Finance Director – Abu Dhabi National Oil Company ("ADNOC") Board Member – Excel London (subsidiary of ADNEC) Board Member – Al Ain Sports Club Manager of Finance and Control Abu Dhabi Onshore Oil Operating Company
Mr. Michael H. Tomalin Board Member (Date of birth: 10 April 1947)	British	<ul style="list-style-type: none"> Director of Morant Wright Japan Fund Adviser to Chairman – Abdul Lateef Jameel Group

The business address of each of the directors is National Bank of Abu Dhabi, P.O. Box 4, Abu Dhabi, United Arab Emirates. None of the directors have any actual or potential conflict between their duties to the Issuer and their private interests and other duties.

General Management

Group Chief Executive Officer

Alexander Thursby

Mr. Alexander Thursby became the Group Chief Executive Officer on 1 July 2013. Mr. Thursby joined the Issuer from ANZ Bank where he was chief executive officer of its International and Institutional Banking division. During his six-year career at ANZ, Mr. Thursby also served as the chief executive officer of Asia Pacific and America, and as the head of Corporate and Institution in Wholesale Banking N.E. He was the architect of ANZ's international expansion.

Prior to joining ANZ, Mr. Thursby served for 21 years at Standard Chartered Bank; working in various functions such as corporate and institutions, wholesale banking, derivatives, and lease finance; and managed Standard Chartered's business in diverse geographical areas that included Africa, the Americas and Asia-Pacific. During his career, he has worked in Hong Kong, Indonesia, Singapore, UAE and the UK.

Mr. Thursby earned his Bachelor of Business Administration in Australia. He also attended London Business School – International Business Consortium, and Senior International Management program at Insead, France

Deputy Group Chief Executive Officer

Abdulla Mohammed Saleh AbdulRaheem

Mr. Abdulla Mohammed Saleh AbdulRaheem joined the Issuer in 1982 and is currently the Deputy Group Chief Executive of the Issuer. Prior to his promotion to Deputy Group Chief Executive effective 1 July 2012, he held various positions in the Issuer, including Chief Financial Officer, Deputy Chief Operating Officer and Group Chief Operating Officer.

In his current role, he works closely with the Group Chief Executive Officer in setting and implementing Group strategy. He is also responsible for specific strategic projects and tasks assigned by the Group Chief Executive Officer and oversees all strategic, operational and technology plans of the Group.

He is a member of several committees that assist in the overall management of the Group at various levels.

He was awarded a B.Sc. in Accounting and Business Administration from UAE University in 1982. He is a Certified Public Accountant (Washington D.C. State Board of Accountancy, United States 1997).

Group Chief Operating Officer

Khalaf Al Dhaheri

Mr. Al Dhaheri joined the Issuer in 1997. Mr. Al Dhaheri initially held various positions in the Issuer prior to being appointed secretary to the Risk Management Committee in April 2003. He was appointed Deputy General Manager and Group Chief Risk Officer in June 2006 and General Manager and Group Chief Risk Officer in August 2009. In July 2012, he was promoted to his current role of Group Chief Operating Officer.

In his current position, Mr. Al Dhaheri supervises a range of functions such as operations, IT, enterprise projects and architecture, and Group general services which include procurement, administration and property management.

Mr. Al Dhaheri also serves as Deputy Chairman of ADNIF, Chairman of Al Wathba, and as a Board member of Abu Dhabi Investment Company, Masraf Al Rayan, and Drake & Scull. He also serves as a Board Member of Emirates institution of Banking and Financial studies.

Mr. Al Dhaheri graduated from the UAE University with a B.Sc Degree in Accounting and has earned an MBA from Zayed University. He is a Certified Public Accountant (California State Board of Accountancy). He is also certified by the Advanced Management Programme of Ashridge, Hertfordshire, United Kingdom, 2006.

Senior Managing Director and Group Chief Risk Officer

Abhijit Choudhury

Mr. Abhijit Choudhury joined the Issuer as the Chief Risk Officer in December 2006. Mr. Choudhury started his banking career with ANZ Grindlays Bank in India. During his thirty years of banking experience, the last seventeen of which were with the Arab Banking Corporation in Bahrain, he has served in various fields of banking, concentrating in the latter years on the progress and growth of the Risk Control function associated with different business segments in banking. In recent years, Mr. Choudhury has been an active contributor to Risk Management initiatives in the region, sponsored by regional bodies such as Central Banks, the Union of Arab Banks and the International Institute of Finance (IIF). He currently serves as a member of the IIF's Steering Committee on Regulatory Capital.

In his current role within the Issuer as Senior Managing Director and Group Chief Risk Officer, Mr. Choudhury is vested with oversight responsibilities for both deals adjudication relating to all segments of the bank's business, as well as the independent risk management of the diverse risks arising from the bank's present activities and future growth plans. Mr. Choudhury holds a Masters Degree in Economics from the Jawaharlal Nehru University, New Delhi, India.

Group Chief Financial Officer

James Burdett

Mr. James Burdett became the Group Chief Financial Officer of the Issuer on 30 April 2014, joining from ANZ Bank where he was Chief Financial Officer for international and institutional banking. Prior to his role at ANZ Bank, Mr. Burdett was Chief Financial Officer at ANZ for the Asia-Pacific, Europe and Americas regions. Mr. Burdett also spent ten 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, strategy, treasury and investor relations 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.

Senior Managing Director and Group Chief Audit Officer

Malcolm Walker

Mr. Malcolm Walker joined the Issuer in 2010. Prior to joining the Issuer, Mr. Walker worked for Standard Chartered Bank for 20 years, spending 15 years in the bank's Audit and Investigations function and most recently serving as Chief Operating Officer and Managing Director. Mr. Walker holds an MBA from Henley Management College as well as a Master of Science and a Bachelor of Laws degree.

Senior Managing Director and Group General Counsel – Legal and Compliance Division

Samer Abdelhaq

Mr. Samer Abdelhaq joined the Issuer in June 2008 as Deputy General Counsel, and subsequently was appointed as General Counsel and Head of Legal Department in January 2010. He holds an LLB from the University of Jordan, an LLM in International Banking and Finance Law from Boston University and a post graduate diploma in law from Nottingham Trent University. Prior to joining the Issuer, Mr. Abdelhaq practised banking and finance law with Allen & Overy LLP and Simmons & Simmons. Mr. Abdelhaq is a member of the Law Society of England & Wales.

In April 2012 Mr. Abdelhaq was appointed Group Board Secretary and Head of Corporate Governance to the Issuer. As of July 2013, Mr. Abdelhaq is also responsible for the Group Compliance function.

Senior Managing Director and Chief Executive Officer – Gulf & International Division

Qamber Ali Al Mulla

Mr. Al Mulla holds a Masters Degree in Business Administration. His career with the Issuer spans a period of 30 years. Mr. Al Mulla has had roles within the Issuer that have included retail operations (Manager-Foreign Exchange, Current Accounts, Personal Instalment Loans, Trade Finance

Operations), Audit and Compliance (Financial Auditor), Credit and Marketing (Assistant Vice President, Area Manager and Head of International Banking).

In April 2005, Mr. Al Mulla was appointed General Manager, International Banking Division and, in July 2007 was promoted to Senior General Manager. In September 2013, Mr. Al Mulla was assigned the role of Senior Managing Director and Chief Executive Officer – Gulf & International Division. In addition to his immediate remit, he is also a Supervisory Director on the Board of Abu Dhabi International Bank, a Board Member of NBAD Private Bank (Suisse) SA, a member of the management committee of NBAD Securities LLC and a director of NBAD Malaysia Berhad.

Senior Managing Director and co-Head of GWB

Akram-Mark Yassin

Mr. Yassin joined the Issuer in May 2008 as the Senior General Manager of the former Corporate & Investment Banking division. Prior to joining the Issuer, Mr. Yassin held senior and executive positions in a number of international banks, consulting firms and regional banks with a career which has spanned over more than 24 years covering assignments in Bahrain, the Kingdom of Saudi Arabia, Canada and the United States and predominantly covering corporate finance, global project and structured finance, financial and strategic advisory, infrastructure and project debt advisory/debt arranging, syndications, trade finance, private equity and corporate banking. Additionally, Mr. Yassin also has 5 years of experience in the field of engineering and project management. Prior to joining the Issuer, Mr. Yassin's last position was as the Global Head of Corporate Finance in Arab Bank. Since January 2013, Mr. Yassin has been entrusted to head the Issuer's GB function in addition to his responsibility as Co-Head of Global Wholesale Banking. Mr. Yassin has also contributed and written several articles in various publications including Euromoney Yearbook, Project Finance International, Middle East Economic Digest and Emerging Markets Investors. Mr. Yassin holds a Masters Degree in Business Administration from Southern Methodist University in Dallas, Texas and a Masters Degree in Engineering from the University of Surrey in the United Kingdom.

Senior Managing Director and co-Head of GWB

Mahmood Al Aradi

Mr. Al Aradi is the Senior Managing Director and head of the Issuer's GM division, a role that he has held since joining the Issuer in May 2007. In April 2014, Mr. Al Aradi was appointed Co-Head of the GWB division, in addition to his role as Senior Managing Director of the Issuer's GM division. Prior to joining the Issuer, Mr. Al Aradi held senior and executive positions in a number of international and regional banks with a career which has spanned more than 27 years covering assignments in Bahrain, Kuwait, Singapore, New York, and London. Immediately prior to joining the Issuer he was the Head of Treasury of the Gulf Investment Corporation in Kuwait from 2004. Mr. Al Aradi graduated from the Gulf Technical College in Bahrain and attended the Executive Program at the Darden Business School of the University of Virginia.

Senior Managing Director, GWB

Rüdiger von Wedel

Mr. Rüdiger von Wedel joined the Issuer in June 2010 as the Senior General Manager of the Global Wealth division. Mr. von Wedel has more than two decades of experience in private and wholesale banking. Before joining the Issuer, he worked at ABN AMRO, where in his last position he was the chief executive of the bank's global private banking business managing a significant portfolio of assets.

Mr. von Wedel worked for ABN AMRO for more than 18 years, where he served the bank in several different capacities, including executive roles in investment and corporate banking as well as heading the group's central strategy and performance management department. He worked for ABN AMRO in Austria, Germany, France, the Netherlands and the UK. Mr. von Wedel holds an MBA from the European Institute of Business Administration and a bachelor's degree in economics from London School of Economics.

Senior Managing Director, Group Head, GRC

Abdulla Al Otaiba

Mr. Abdulla Al Otaiba joined the Issuer in 2003. In June 2012, he was promoted to Senior Managing Director of the GRC Division, which comprises the Consumer and Elite banking, and Business Banking Group. Mr. Al Otaiba is also responsible for Islamic Banking which is managed by ADNIF.

With over 10 years of experience in the Banking Sector, Mr. Al Otaiba has held several senior positions since he joined the Issuer. Mr. Al Otaiba has served as the Deputy Senior Manager of the Issuer's GB division, managing the Corporate Banking, Investment Banking and the Wholesale Banking Groups. After which, he was appointed as Senior General Manager, Domestic Banking Division.

Mr. Al Otaiba has also proven to be a distinguished UAE national entrepreneur managing different arms of his own family private business, and is serving on number of Boards including National Corporation for Tourism and Hotels, Abu Dhabi Tawteen Council, and Abu Dhabi National Insurance Company.

He graduated from the University of South Carolina in the United States with a Bachelor of Finance and holds a Master of Business Administration from Concordia University, Canada.

Senior Managing Director, UAE Government and key Abu Dhabi based clients

Saif Ali Munakhas Al Shehhi

Mr. Al Shehhi holds a B.S. in Management Technology, New England College, USA in 1987 and attended Core State Advanced Management Program for Overseas Banker at Wharton School, University of Pennsylvania in 1996. He joined the UAE Central Bank's Banking Supervision and Examination Department in 1987 where he worked until April 1994 when he joined the Audit and Compliance Division of the Issuer. Mr. Al Shehhi became Head of Audit and Compliance at the Issuer in April 2000, a role he held until April 2005 when he was appointed as the General Manager of the former Domestic Banking Division. In July 2013, he was named Senior Managing Director of UAE Government relations and key Abu Dhabi based clients.

Senior Managing Director, Group Chief Human Resources Officer

Ehab Anis Hassan

Mr. Hassan joined the Issuer as Group Chief Human Resources Officer in November 2007. He has 25 years experience in the banking and oil and gas sectors. In his current role, Mr. Hassan is responsible for overseeing the Issuer's human resource function, with a particular commitment and emphasis on the Issuer's Emiratisation programme. Mr. Hassan graduated with an MBA from Hull University in the United Kingdom.

Committees

The Issuer's management system is structured around a collaborative approach, with an emphasis on empowerment. Committees are formed at two levels, as detailed below, to ensure that adequate checks and balances are in place for the effective and efficient running of the Issuer's business:

Group Board Level

1. Risk Management Committee
2. Audit Committee
3. Corporate Governance and Nominations Committee
4. Human Resources Committee
5. Strategy and Transformation Committee

Group Executive Management Level

1. Executive Committee
2. Assets and Liabilities Committee
3. Operations, Technology and Projects Committee
4. Group Risk Committee

A brief description of the Issuer's committees is set out below:

Committee	Chairman/Members	Function
Group Board Level Committees		

Committee		Chairman/Members	Function
Risk Management Committee	Chairman Members	H.E. Nasser Ahmed Alsowaidi H.E. Dr. Al Taher Musabah Al Kindi Al Marar H.E. Sultan Bin Rashed Al Dhaheri Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan Mr. Hashim Fawwaz Al Kudsi Sheikh Ahmed Bin Mohammed Sultan Al Dhaheri	The main objective of the Risk Management Committee is to advise the Board on risk appetite and tolerance. In preparing this advice to the Board, the Committee shall satisfy itself that the risk appetite is aligned to the Group's strategy and takes into account the current and prospective macroeconomic and financial environment. The Committee shall approve the methodology, measures, targets, and tolerances associated with the risk appetite, along with stress test results, if any.
Audit Committee	Chairman Members	Mr. Matar Hamdan Al Ameri Mr. Michael Tomalin Mr. Khalifa Sultan Al Suwaidi Mr. David Beau	The Audit Committee reports directly to the Board of Directors. The Audit Committee is responsible for establishing adequate formal and transparent disclosure arrangements for the fair and full presentation of the financial affairs of the Group, the adequacy and effectiveness of internal controls and maintaining an appropriate relationship with the Issuer's external auditors. The Audit Committee is authorised by the Board of Directors to review any activity within the business, to seek any information it requires from, and require attendance at any of its meetings of, any officer, or member of staff. All employees are required to cooperate with any request made by the Audit Committee. The Audit Committee is authorised by the Board to obtain, at the Issuer's expense, outside legal or other independent professional advice with relevant experience and expertise as it considers necessary from time to time.
Corporate Governance and Nominations Committee	Chairman Members	H.E. Mohammed Omar Abdulla H.E. Dr. Al Taher Musabah Al Kindi Al Marar Mr. Khalifa Sultan Al Suwaidi Mr. Matar Hamdan Al Ameri	The main objectives of the Corporate Governance and Nominations Committee are to review and assess the adequacy of NBAD's Corporate Governance policies, practices and organisation charts and related material. Specifically, the Corporate Governance and Nominations

Committee		Chairman/Members	Function
			<p>Committee has responsibility for the following:</p> <p>Review and assess the Board's policies and practices to ensure the Board's effectiveness and recommend any proposed changes for the Board's approval.</p> <p>Review the Issuer's business practices, particularly as they relate to preserving the good reputation of the Bank.</p> <p>Review the appropriateness of the size of the Board relative to its various responsibilities and make recommendation to the Board.</p> <p>Develop appropriate criteria regarding the independence of the directors and nominees for the Board's Committees and make recommendations to the Board.</p> <p>Make recommendations to the Board to name a Secretary to the Board of Directors, and suggest formation of Committees, their charters, duties and responsibilities, nominating their chairpersons, members and secretaries.</p> <p>Review the adequacy of the charters adopted by each committee of the Board, and recommend changes as necessary.</p> <p>Name members of the Board of Directors and managers of NBAD's subsidiaries, specifying their allowances.</p> <p>Annually review the remuneration of the Board members and the attendance fees of the Committee members and make recommendations to the Board.</p>
Human Resources Committee	Chairman Members	Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan H.E. Dr. Al Taher Musabah Al Kindi Al Marar H.E. Mohamed Omar Abdulla Mr. Khalifa Sultan Al Suweidi Mr. David Beau	<p>The Human Resources Committee is mandated by the Board of Directors to determine the high level policy for succession planning at the Issuer. The Human Resources Committee has the following specific functions:</p> <p>approve the appointment, promotion, remuneration, retirement and dismissal of senior</p>

Committee		Chairman/Members	Function
			managers; oversee the development and implementation of the Issuer's Emiratisation strategy and consider setting specific targets in terms of numbers, grades and gender in fulfilment of this objective; high level succession planning; review of Senior Management performance against key performance indicators; and headcount budgets and HR related expenditure above delegated authorities.
Strategy and Transformation Committee	Chairman Members	Sheikh Mohammed Bin Saif Bin Mohammed Al Nahyan H.E. Mohamed Omar Abdulla Mr. Khalifa Sultan Al Suweidi	The Strategy and Transformation Committee is responsible for assisting the Issuer's Board in fulfilling its strategic plan. The Strategy and Transformation Committee has the following specific functions: assist the Board in relation to the implementation of the Issuer's strategy; the Issuer's expansion and acquisition strategy including identifying potential acquisitions; and review and evaluate major unbudgeted expenditure, external developments and factors.
Group Executive Management Level Committees			
Executive Committee	Chairman Deputy Chairman Members	Alex Thursby Abdulla M.S. Abdul Raheem Qamber Ali Al Mulla Saif Ali Munakhas Al Shehhi Abhijit Choudhury Mahmood Al Aradi Akram-Mark Yassin Khalaf Al Dhaheri Abdulla Al Otaiba Rüdiger von Wedel Samer Abdelhaq Malcolm Walker James Burdett	The Executive Committee of NBAD ("EXCO") is responsible for directing the Group towards the achievement of the Issuer's overall strategic vision. To this end, EXCO ensures NBAD's strategic leadership, financial soundness, governance, management supervision and control. In addition to individual functional responsibilities, each member of EXCO has collective responsibility for the performance of the Group. This requires each EXCO member to have a deep understanding of how the Group operates and to undertake a leadership role, driving proactive management and engagement of

<u>Committee</u>	<u>Chairman/Members</u>	<u>Function</u>
	Ehab Anis Hassan Sally Paterson Claire Harrison	stakeholders and staff both in the UAE and internationally where appropriate.
	Secretary	
Assets and Liabilities Committee	Chairman James Burdett Deputy Chairman Alex Thursby Abhijit Choudhury Members Abdulla M.S. Abdul Raheem Qamber Ali Al Mulla Mahmood Al Aradi Stephen Jordan Qamber Ali Al Mulla Saif Ali Munakhas Al Shehhi Akram-Mark Yassin Abdulla Al Otaiba Rüdiger von Wedel	The Assets and Liabilities Committee ("ALCO") has responsibility for the following functions: review and recommend to the Board's Risk Management Committee the Group's Liquidity, Contingent Funding, Funding Strategy and capital management policy in addition to the risk framework around the Group's balance sheet positions (including capital, liquidity, total size of the debt platform and total Group portfolio limit); review Group Treasury proposal on market risk limits (which are reviewed in turn by the Risk Management Committee and the Group Risk Committee);
	Permanent Invitees	
	Secretary Malcolm Walker Christopher Compton	ensure adequate risk management systems around the Group's balance sheet positions and approve all methodologies, behavioural assumptions and reporting formats; ensure that all policy and limit documents in relation to liquidity and market risk are aligned to the Risk Management Committee defined risk appetite and the Group's strategic objectives; govern all regulatory capital and liquidity issues and interact and provide guidance / recommendations to the UAE Central Bank or other Central Banks; review and approve Group Treasury macro hedging strategies and manage the allocation of capital and liquidity; monitor the rolling performance of the Group / relevant Division / relevant jurisdiction against budget and against competitor performance and also measure the impact (current and projected) on profitability by factors;

Committee		Chairman/Members		Function
				<p>manage the Group liquidity, funding and capital position under current, projected and stressed scenarios and address potential threats;</p> <p>review and approve the annual debt issuance plan submitted by Group Treasury;</p> <p>review all limit breaches and deal with these in a timely manner; and</p> <p>ensure international branch/subsidiary ALCO's follow the Group level ALCO charter and address any issues arising in such compliance.</p>
Operations, Technology and Projects Committee	Chairman Deputy Chairman Members	Chairman	Khalaf Al Dhaheri	<p>The Operations, Technology and Project Committee have responsibility for the following functions:</p> <p>reviewing, prioritising and determining the allocation of the resources and services of the Operations and IT departments based on requests from the various business divisions;</p> <p>ensuring the efficient, effective and transparent delivery of IT and Operations-related changes to facilitate the realisation of the annual and three-year business targets; and</p> <p>plan, maintain, sustain and improve all IT & Operations services provided to lines of business and support functions Group-wide.</p>
		Deputy Chairman	James Burdett	
		Members	Abdulla M.S. Abdul Raheem	
		Members	Abdulla Al Otaiba	
		Members	Rüdiger von Wedel	
		Members	Mahmood Al Aradi	
		Members	Abhijit Choudhury	
		Members	Mike Austin	
		Members	Akram-Mark Yassin	
		Members	Rajeev Kale	
	Observer	Saher Arar		
	Secretary	Rawhi Saffarini		
		Malcolm Walker		
		Mohammad Hamza		
Group Risk Committee	Risk Chairman Deputy Chairman Members	Chairman	Abhijit Choudhury	<p>The primary objectives of the Group Risk Committee are to define and develop the Group risk appetite statement, and recommend the same to the Risk Management Committee for approval. The Group Risk Committee has responsibility for approving the methodology, parameters, targets, and tolerances associated with the Group's risk appetite with the following specific functions:</p> <p>advising the Risk Management Committee on risk aspects of the Group's strategy and planning;</p> <p>reviewing and approving and, as</p>
		Deputy Chairman	Alex Thursby	
		Members	Abdulla Al Otaiba	
		Members	Rüdiger von Wedel	
		Members	Mahmood Al Aradi	
		Members	Akram-Mark Yassin	
		Members	Qamber Ali Al Mulla	
		Members	James Burdett	
		Members	Samer Abdelhaq	
		Permanent Invitees	Malcolm Walker	
		George Yazbek		

<u>Committee</u>	<u>Chairman/Members</u>	<u>Function</u>
Secretary	Antoine Sokhn	appropriate, recommending to the Risk Management Committee the Group's risk management policies, risk framework and risk management systems;
	Graeme Woods	
	Fadi Baba	
	Narayanan Santhanam	overseeing and periodically evaluating the efficacy and quality of the credit approval process and the remedial function (specifically collections and recovery efforts) through reports generated by Group risk; and
	Rohit Kumar	advising the Risk Management Committee on anti-money laundering, compliance and regulatory risk matters.

The business address of each of the members of General Management and the various committees as described above is National Bank of Abu Dhabi, P.O. Box 4, Abu Dhabi, United Arab Emirates.

None of the members of General Management have any conflict or potential conflict between their duties to the Issuer and their private interests and other duties.

CORPORATE SUSTAINABILITY & RESPONSIBILITY

The Issuer considers sustainability management to be the integrated management of economic, social and environmental performance, with the aim of enhancing value for all stakeholders. The Issuer seeks to understand and manage the impacts of its actions in terms of economic, social and environmental contributions to the development of Abu Dhabi, the UAE and wherever globally that it conducts its business. The Issuer considers that its commitment to sustainability management will help it to tackle the full scope of risks and opportunities which it faces. Through its adoption of sustainability, the Issuer expects to see greater engagement with all its stakeholders, increased customer and employee satisfaction, greater innovation in products and services, increased involvement in protecting the environment, and greater shareholder returns.

In support of its commitment to sustainability management, the Issuer launched its Corporate Citizenship Strategy in 2014. Through this strategy, the Issuer has made a strategic commitment to support the growth of the UAE's SME sector and to investigate how the financial sector can contribute towards the development of sustainable energy solutions to meet future energy demands.

Some of the Issuer's sustainability initiatives during the previous twelve months include:

- **Accountability:** for the second consecutive year, the Issuer was the highest ranked financial institution on the S&P/Hawkamah ESG Pan Arab Index, which ranks listed entities across the MENA region according to various environmental, social and corporate governance criteria;
- **Partnerships:** the Issuer actively engages with entities such as the Khalifa Fund for Enterprise Development to support the ongoing development of SMEs. Through the development of the Corporate Citizenship Strategy, the Issuer's objective is to promote the development and expansion of SME relationships by offering banking support for these businesses. The Issuer continues to support Abu Dhabi Government sustainability initiatives such as the Abu Dhabi Department of Transport's Transport Mobility Management Plan and provides its employees with a range of sustainable transport options through a park and ride scheme, car sharing scheme and the provision of free shuttle bus services between the various Abu Dhabi offices;
- **Products:** in 2014, the Issuer introduced modified and simplified terms and conditions for its General Operations Accounts, Mobile Banking, Phone Banking, Internet Banking, Easy Payment Instalments, Balance Transfer and Easy Cash Products which are clearer, more streamlined and easier for the customer to understand and which are designed to prevent miss-selling of products and services to customers. The Issuer ensured that the scripts given to its call centre staff reflected these changes, to enable its call centre agents to clearly

explain the terms and conditions, fees, charges, turnaround times and documents required to customers;

- **Environment:** through its Corporate Citizenship Strategy, the Issuer investigates how the financial sector can contribute towards the development of sustainable energy solutions to meet future energy demands. Within the Issuer's own operations and facilities, the Issuer continues to monitor and measure its environmental footprint, and actively seeks ways to minimise water wastage, fuel use and greenhouse gas emissions. The Issuer participated in the Carbon Disclosure Project ("**CDP**") climate change pilot programme facilitated by Masdar and the Abu Dhabi Sustainability Group and submitted data on its direct and indirect carbon emissions to the CDP. The Issuer won the Datacentre Dynamics award for "Innovation in IT Optimisation" in the category of Data Centre Technology for the Europe and Middle East region in 2015. This was a result of efforts to reduce space and power consumption through various optimisation initiatives;
- **People:** during 2014, the Issuer has improved access to training for its employees by delivering 30,759 training days to its UAE employees, which averages 7.27 training days per UAE based employee during 2014; and
- **Economy:** the Issuer has defined a 5-year growth strategy which will enable it to secure its presence in the UAE whilst expanding internationally. The issuer is entering the second year of this 5-year growth strategy.

EMPLOYEES

As at 31 March 2015, the Issuer employed 5,856 full time employees.

The following table shows the geographical distribution of employees by location as at 31 March 2015:

Country	Number of Employees
UAE	4,523
Egypt	700
Oman.....	163
Sudan	86
United Kingdom.....	85
Switzerland.....	58
Jordan	56
Kuwait.....	36
Bahrain.....	23
United States of America	24
Hong Kong	32
Malaysia	33
France	24
Libya.....	1
China	3
Lebanon	4
Brazil	4
India.....	1
Total	5,856

The Issuer's overall human resources strategy is to attract, select and retain the highest quality of employees across all of its businesses.

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 Issuer 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 Issuer is already broadly in compliance with these requirements. The Issuer has established a Corporate Governance Committee (see "Committees" above) to assist the Board of Directors in shaping and monitoring corporate governance policies and practices as well as to evaluate its compliance with existing policies.

EMIRATISATION

As part of a policy of "Emiratization", in 1999 UAE banks were instructed to increase the number of UAE nationals on their payroll by at least 4 per cent. per annum until they reached 40 per cent. of the payroll.

The Issuer's UAE nationalisation committee is charged with the responsibility of developing existing UAE national employees and attracting good talent.

In 1999, UAE nationals comprised 12.1 per cent. of the staff of the Issuer and as at 31 March 2015 this figure has increased to just under 32.9 per cent. The Issuer plans to continue to increase the percentage of employees who are UAE nationals in line with the "Emiratization" policy. Training and recruitment of nationals for managerial positions is a major objective of the Issuer whereby such management trainees undergo a two-year Masters in Finance (the first year full time at NBAD Academy and the second year part time at Zayed University). The Issuer continues to support training and sponsor students in local universities and colleges.

INSURANCE

The Issuer has various insurance policies in place, including a Banker's Blanket Bond Insurance Policy. The Issuer's Blanket Bond Insurance Policy covers, among other risks, loss of its property whilst on the Issuer's premises and whilst in transit; forgery of cheques, securities and other documents; and employee frauds, errors and negligence. The Issuer believes that these insurance policies provide it with comprehensive insurance coverage against the various risks to which the Issuer is exposed. The Issuer's insurance policies are reviewed and agreed by the Insurance Committee in consultation with an international insurance broker. The Issuer's Insurance Committee currently comprises eleven members representing various units within the Issuer and is chaired by the General Manager and Group Chief Compliance Officer.

OVERVIEW OF THE UAE AND ABU DHABI

The UAE

The UAE is a federation of seven emirates: Abu Dhabi; Dubai; Sharjah; Ajman; Umm Al Quwain; Fujairah; and Ras Al Khaimah (together, the "Federation"). Formerly known as the Trucial States, the emirates were a British protectorate until they achieved independence on 2 December 1971 and merged to form the Federation. H.H. Sheikh Khalifa bin Zayed Al-Nahyan, the Ruler of Abu Dhabi, has been President of the UAE since November 2004 and H.H. Sheikh Mohammed bin Rashid Al Maktoum, the Ruler of Dubai, has been Prime Minister of the UAE since January 2006. The emirates enjoy significant autonomy and each has its own budget. Each emirate has a local government headed by the Ruler of the emirate. There is also a federal government, the UAE Federal Government, which is headed by the President. The federal budget is funded by way of revenue from federal assets and contributions from each of the seven emirates within the UAE, of which Abu Dhabi contributes a significant proportion of the funding.



Economy of the UAE

According to IMF data published in April 2015 (extracted from the World Economic Outlook Database (April 2015)), the UAE is the second largest economy in the GCC region after the Kingdom of Saudi Arabia, based on nominal GDP. It has a more diversified economy than most of the other countries in the GCC. According to data from the Organisation of Petroleum Exporting Countries ("OPEC"), at 31 December 2014, the UAE had approximately 6.7 per cent. of proven global oil reserves (giving it the sixth largest oil reserves in the world), generating, according to estimated data produced by the UAE National Bureau of Statistics, 32.7 per cent. of the UAE's real GDP in 2013).

According to the UAE National Bureau of Statistics, real GDP in the UAE for 2013 was AED 1,478 billion, reflecting the general economic recovery in the wake of the global economic crisis. Based on IMF data (extracted from the World Economic Outlook (April 2015)) real GDP growth in the UAE increased by 3.6 per cent. in 2014, 5.2 per cent. in 2013 and 4.7 per cent. in 2012. Based on the same source, real GDP growth in the UAE is expected to have increased by 3.2 per cent. in 2015.

The UAE enjoys good relations with the other states in the GCC. However, the UAE does have a longstanding territorial dispute with the Islamic Republic of Iran over three islands in the Gulf, and continuing discussions with the Kingdom of Saudi Arabia over border issues, each of which it is seeking to resolve through negotiation. Accordingly, the UAE is not immune to the political risks that have overshadowed the region.

Although it has one of the most diversified economies in the GCC, the UAE's wealth remains largely based on oil and gas. Whilst fluctuations in energy prices do have a bearing on economic growth, the UAE is generally viewed as being less vulnerable than some of its GCC neighbours, due to the growth in the non-oil sector and the sizeable wealth of the Government of Abu Dhabi.

UAE Credit Ratings

On 11 March 2015, Moody's Investors Service Singapore Pte. Ltd. reaffirmed the UAE's long-term credit rating of Aa2 with a stable outlook. The principal reason cited for this high investment grade rating is the assumption that the obligations of the UAE Federal Government will be fully supported by the Government of Abu Dhabi. The UAE is not rated by any other rating agency.

MSCI Emerging Markets Index

In June 2014, the MSCI Emerging Markets Index upgraded the UAE to an "emerging market" economy (compared to the previous classification of "frontier market") with nine UAE companies being added to the benchmark index (including the Dubai Financial Market and the ADX – see "*The United Arab Emirates Banking Sector and Regulations*").

Constitution, Governance and Judiciary of the UAE

UAE Constitution

The original constitution of the UAE (the "Constitution") was initially provisional and provided the legal framework for the Federation. The Constitution was made permanent pursuant to a constitutional amendment in December 1996.

The Constitution apportions powers between the UAE Federal Government (based in Abu Dhabi) and the governments of the constituent emirates. The UAE Federal Government is entrusted with the task of promulgating substantive legislation concerning and regulating the principal and central aspects of the UAE. The local governments of each emirate are authorised to regulate local matters not confined to the UAE Federal Government. Articles 120 and 121 of the Constitution specifically state that certain matters, such as foreign affairs, security and defence and public health must be governed by federal law. All other matters not specifically assigned to the exclusive jurisdiction of the UAE Federal Government may be regulated by the local government of each emirate.

The Constitution also states that the Federation shall form a single economic and customs entity with free movement of capital and goods between the emirates. The natural resources and wealth in each emirate shall be considered to be the public property of that emirate.

Governance of the UAE

The governance of the UAE at the federal level is divided between the Federal Supreme Council (the "Supreme Council"), the Federal Council of Ministers (the "Cabinet") and the Federal National Council.

The Supreme Council is the highest federal governing body and consists of the rulers of the seven emirates. The Supreme Council elects from its own membership the President and the Vice President of the UAE (for renewable five year terms). Decisions relating to substantive matters are decided by a majority vote of five emirates, provided that the votes of both Dubai and Abu Dhabi are included in that majority, but matters which are purely procedural are decided by a simple majority vote. The Supreme Council is vested with legislative as well as executive powers. It ratifies federal laws and decrees and sets federal policies.

The Cabinet is described in the Constitution as the executive authority of the UAE and is responsible for implementing policy decisions of the Supreme Council. The Constitution defines the responsibilities of the Cabinet, which include the issuing of regulations, the preparation of draft legislation and the drawing up of the annual federal budget.

The Federal National Council is a parliamentary body and has both a legislative and supervisory role under the Constitution. One of the main duties of the Federal National Council is to discuss the annual budget of the UAE. Although the Federal National Council can monitor and debate government policy, it has no veto or amendment power and cannot initiate any legislation itself.

Legal and Court System

There are three primary sources of law in the UAE, namely: (i) federal laws and decrees (applicable in all seven emirates); (ii) local laws and decrees (i.e. laws and regulations enacted by the emirates individually and which, when issued, have full legal effect and operation in such emirate); and (iii) the *Shari'a* (Islamic law). The secondary form of law is trade custom or practice. In the absence of federal legislation on areas specifically reserved to federal authority, the Ruler or local government of each emirate can apply his or its own rules, regulations and practices.

The federal judiciary, whose independence is guaranteed under the Constitution, includes the Federal Supreme Court and Courts of First Instance. The Federal Supreme Court consists of five judges appointed by the Supreme Council. The judges decide on the constitutionality of federal laws and arbitrate on inter-emirate disputes and disputes between the UAE Federal Government and individual emirates.

In accordance with the Constitution, three of the seven emirates (Abu Dhabi, Dubai and Ras Al Khaimah) have elected to maintain their own court system, separate from that of the UAE and these courts have sole jurisdiction to hear cases brought in the respective emirates.

Abu Dhabi

Abu Dhabi is the richest and largest of the seven emirates and the city of Abu Dhabi is also the capital of the UAE.

Abu Dhabi, with proven crude oil reserves estimated to be in excess of 95 billion barrels, has approximately 94.0 per cent. of the UAE's total oil reserves and approximately 6.7 per cent. of the world's proven oil reserves (which were 1,490 billion barrels according to OPEC at 31 December 2014). In recent years, Abu Dhabi has produced between 2.2 and 2.8 million barrels of oil per day, which is just over 95 per cent. of total UAE production. At this rate of production, Abu Dhabi's oil reserves would last approximately 90 years. In Abu Dhabi, the non-associated Khuff natural gas reservoirs beneath the Umm Shaif and Abu al-Bukhush oil fields rank among the world's largest. In total, the UAE has approximately 6,091 billion standard cubic metres of natural gas reserves, representing approximately 3.0 per cent. of the world's natural gas reserves of 200,363 billion standard cubic metres (according to OPEC at 31 December 2014).

The table below shows Abu Dhabi's crude oil production (excluding condensates), exports and average selling prices for each of the years indicated.

	2009	2010	2011	2012	2013
Crude oil production (million b/d)	2.2	2.3	2.5	2.6	2.7
Crude oil exports (million b/d)	2.0	2.0	2.3	2.4	2.5
Crude oil exports (U.S.\$ billion)	44.7	58.4	91.2	97.9	100.5
Average selling price Brent (U.S.\$ per barrel)	61.5	79.5	111.3	111.7	109.2

Source: SCAD.

The population of the UAE, based on a census carried out in 2005 and according to the UAE National Bureau of Statistics, was approximately 4.1 million, of whom approximately 1.4 million resided in Abu Dhabi. The UAE National Bureau of Statistics estimated the population of the UAE to be approximately 8.2 million in 2009 and 8.3 million in mid-2010. The compilation of results of the census for 2011 is underway but, as at the date of this Base Prospectus, census records have not been published. The IMF has estimated that at the end of 2015, the population of the UAE will be approximately 9.6 million.

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 for 1985, 1995 and 2005 and estimated figures for 2010 and 2015 from the UAE National Bureau of Statistics and the IMF, respectively.

	<u>1985</u>	<u>1995</u>	<u>2005</u>	<u>2010*</u>	<u>2013**</u>	<u>2015***</u>
Abu Dhabi population ..	566,036	942,463	1,399,484	1,967,659	2,453,096	—
Total UAE population ..	1,379,303	2,411,041	4,106,427	8,264,070	9,031,000	9,581,000

Sources: Official census data published by the UAE National Bureau of Statistics and IMF estimates.

* UAE National Bureau of Statistics estimates.

** UAE population figure from IMF estimates. Abu Dhabi population figure from SCAD mid-year estimates.

*** UAE population figure from IMF estimates.

Since 2005, Abu Dhabi's population has grown by 75.3 per cent. to 2,453,096 in 2013, according to mid-year estimates from the SCAD.

In 2013 and based on the SCAD's mid-year estimates, Abu Dhabi had a predominantly young population with 0.9 per cent. being 65 and over and 16.8 per cent. being under the age of 15. According to the same data, between 2005 and 2013, Abu Dhabi's average annual population growth rate was 7.5 per cent. The Government of Abu Dhabi expects the population to grow at an approximate rate of 5 per cent. per annum for the foreseeable future, a level which it believes should not require any major short-term infrastructure expansion. The population mix in 2013 is estimated by the SCAD to have comprised 20.2 per cent. UAE nationals and 79.8 per cent. non-nationals.

According to the SCAD, Abu Dhabi's nominal GDP per capita was approximately U.S.\$105,815 in 2013, which makes it one of the highest in the Gulf region. The oil and gas industry dominates Abu Dhabi's economy and contributed approximately 55.0 per cent. of nominal GDP in 2013. Increases in oil and gas production rates combined with increases in oil prices contributed significantly to the growth in Abu Dhabi's GDP from 2004 to 2008 and again in 2010.

No meaningful real GDP information is currently available for Abu Dhabi as a result of historic uncertainties surrounding the calculation of inflation for the emirate.

The tables below show Abu Dhabi's nominal GDP, its percentage growth rate, the UAE's nominal GDP and the percentage contribution of Abu Dhabi's nominal GDP to the UAE's nominal GDP for each of the years indicated.

	<u>2013</u>	<u>2012</u>	<u>2011</u>
	<i>(AED billions, except for percentage)</i>		
Abu Dhabi nominal GDP (current price)	953.2	909.7	846.7
Percentage change in Abu Dhabi nominal GDP	4.8	7.4	32.3
UAE nominal GDP (current prices)	1,477.6	1,409.5	1,280.2
Abu Dhabi as a percentage of UAE	64.5	64.5	66.1

Sources: SCAD (for Abu Dhabi nominal GDP) and UAE National Bureau of Statistics (for UAE nominal GDP only).

Abu Dhabi's nominal GDP is dominated by the oil and gas sector, which contributed 57.3 per cent. in 2011 and 57.0 per cent. in 2012 and 55.0 per cent. in 2013. Data published by SCAD indicates that, outside the oil and gas sector, the principal contributors to nominal GDP in Abu Dhabi in each of 2011, 2012 and 2013 have been: construction; manufacturing; real estate; the financial and insurance sector; transport and storage; and wholesale, retail trade and repair of motor vehicles and motorcycles, which together accounted for 30.4 per cent. of nominal GDP in 2011, 30.3 per cent. in 2012 and 31.6 per cent. in 2013.

In terms of growth, the fastest growing sectors between 2005 and 2013 were human health and social work; real estate; public administration and defence and compulsory social security; transportation and storage; and construction, with compound annual growth rates of 25.6 per cent., 20.3 per cent., 19.8 per cent., 19.0 per cent. and 15.8 per cent., respectively.

The following table shows Abu Dhabi's nominal GDP by economic activity and by percentage contribution, as well as the year on year growth rate, for each of the years indicated.

Sector	2013			2012			2011		
	(AED millions)	(%)	(2013 compared to 2012, % change)	(AED millions)	(%)	(2012 compared to 2011, % change)	(AED millions)	(%)	(2011 compared to 2010, % change)
Agriculture, forestry and fishing.....	5,451	0.6	1.6	5,365	0.6	4.5	5,136	0.6	12.7
Mining and quarrying (includes crude oil and natural gas).....	523,899	55.0	1.0	518,861	57.0	7.0	484,737	57.3	52.8
Manufacturing.....	54,261	5.7	12.6	48,208	5.3	0.5	47,967	5.7	33.9
Electricity, gas and water supply; waste management.....	23,857	2.5	7.9	22,100	2.4	16.3	18,996	2.2	14.9
Construction.....	85,358	9.0	2.7	83,153	9.1	(0.4)	83,516	9.9	0.9
Wholesale and retail trade; repair of motor vehicles and motorcycles.....	34,782	3.6	9.9	31,639	3.5	12.7	28,086	3.3	(1.5)
Transportation and storage.....	35,014	3.7	9.3	32,083	3.5	9.6	29,238	3.5	37.7
Accommodation and food services.....	9,672	1.0	11.6	8,665	1.0	2.2	8,477	1.0	12.3
Information and communication.....	21,601	2.3	15.3	18,736	2.1	(3.1)	19,337	2.3	1.6
Financial and insurance.....	45,799	4.8	12.4	40,742	4.5	23.9	32,885	3.9	12.1
Real estate.....	45,417	4.8	12.6	40,334	4.4	16.3	34,693	4.1	25.9
Professional, scientific and technical.....	20,921	2.2	14.0	18,356	2.0	(4.2)	19,160	2.3	6.3
Administrative and support services.....	11,134	1.2	13.9	9,777	1.1	1.4	9,643	1.1	21.5
Public administration and defence; compulsory social security.....	43,757	4.6	8.6	40,293	4.4	20.3	33,506	4.0	9.3
Education.....	11,880	1.2	11.4	10,660	1.2	17.7	9,058	1.1	29.7
Human health and social work.....	9,290	1.0	16.0	8,011	0.9	41.9	5,644	0.7	53.8
Arts, recreation and other services.....	3,351	0.4	18.7	2,822	0.3	13.7	2,483	0.3	(27.3)
Activities of households as employers.....	2,358	0.2	13.2	2,084	0.2	16.6	1,787	0.2	13.7
Less: Imputed Bank Service Charge.....	(34,562)	(3.6)	7.6	(32,123)	(3.5)	16.1	(27,665)	(3.3)	23.1
Total GDP.....	953,239	100.0	—	909,721	100.0	—	846,684	100.0	—

Source: SCAD.

The Government of Abu Dhabi's long-term ratings were affirmed at Aa2 (with a stable outlook) and its short-term ratings at Prime-1 (with a stable outlook) by Moody's on 17 August 2014. The reasons cited for these high investment grade ratings include a very strong government balance sheet, abundant hydrocarbon resources, very high GDP per capita, domestic political stability and strong international relations. On the other hand, Moody's also noted the troubled regional political environment, lower World Bank governance scores than other highly rated sovereigns, volatile GDP and inflation caused by a concentration on hydrocarbons and the substantial amount of debt of its government related issuers.

The Government of Abu Dhabi's long-term foreign and local currency issuer default ratings were affirmed at AA (with a stable outlook) and short-term foreign currency issuer default ratings at F1+ (with a stable outlook) by Fitch on 15 August 2014. Fitch commented that the affirmation reflected the strong sovereign balance sheet, continuation of hydrocarbon surpluses, robust economic growth and stabilising debt ratios. On the other hand, Fitch noted that heavy reliance on oil contingent liabilities constrain the rating as well as some structural factors.

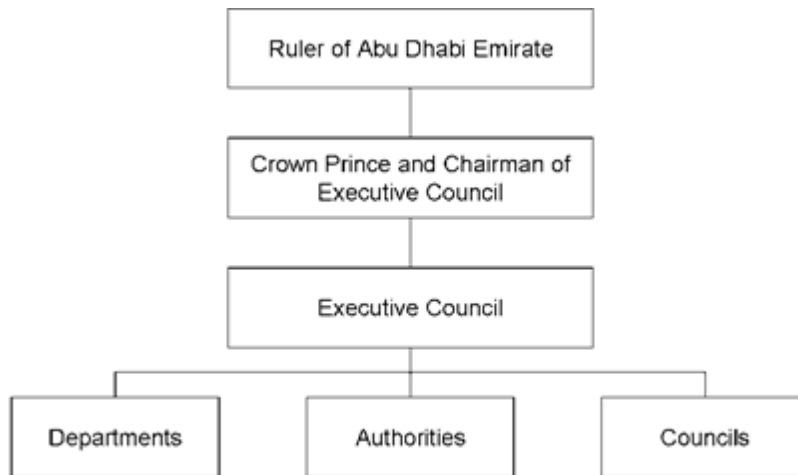
The Government of Abu Dhabi's long-term sovereign credit ratings were affirmed at AA (long-term) and A-1+ (short-term) by S&P on 6 April 2014. The ratings are supported by the government's strong fiscal and external positions which afford it fiscal policy flexibility. The strength of the government's net asset position also provides a buffer to counter the negative impact of oil price volatility on economic growth, government revenue and the external account. The ratings are, however, constrained by less-developed political institutions and bigger structural weaknesses than non-regional peers in the same ratings category. They are also constrained by contingent liabilities from state-owned and, to a lesser extent, liabilities more broadly related to the UAE. Limited monetary policy flexibility in addition to a relatively under-developed domestic bond market also constrains the ratings.

Executive authority in Abu Dhabi is derived from the Ruler, H.H. Sheikh Khalifa bin Zayed Al Nahyan, and the Crown Prince, H.H. Sheikh Mohamed bin Zayed Al Nahyan. The Crown Prince is also the chairman of the Abu Dhabi Executive Council (the "Executive Council"), which is the principal executive authority below the Ruler and the Crown Prince. The Executive Council currently comprises 14 members appointed by Emiri Decree issued in March 2014.

Departments, authorities and councils are established by Emiri Decree and are subject to the authority of the Executive Council. Departments manage administration within the emirate and manage specific portfolios, including, for example, the Department of Finance, the Department of Transport, the Department of Municipal Affairs, the Department of Economy and Planning and the Judicial Department. Authorities manage the emirate's resources and strategies and include the Executive Affairs Authority, the Abu Dhabi Accountability Authority, the Abu Dhabi Tourism and

Culture Authority, the Abu Dhabi Water and Electricity Authority and the Health Authority. Councils act as controlling bodies for certain government initiatives, projects and industry sectors by setting and monitoring policies, regulations and standards, and include the Council for Economic Development, the Education Council, the Urban Planning Council, the Civil Service Council and the Supreme Petroleum Council.

The chart below summarises the structure of the Government of Abu Dhabi:



The Government of Abu Dhabi owns or has significant shareholdings in a number of significant companies and institutions, including: Mubadala Development Company P.J.S.C. (which is a business development and investment company mandated by the Government of Abu Dhabi to act as a catalyst in the implementation of the emirate's development strategy), ADNOC (which manages all aspects of the emirate's oil and gas industry), International Petroleum Investment Company P.J.S.C. (which principally invests in the emirate's international oil and gas interests), Tourism Development and Investment Company P.J.S.C. (which as a developer of tourism and real estate assets in Abu Dhabi is charged with fulfilling the emirate's ambition to become a leading global tourist destination), the Abu Dhabi Investment Authority ("ADIA") and ADIC (both vehicles through which the Government of Abu Dhabi has historically invested its surplus hydrocarbon revenues and, in the case of ADIA, through which the Government of Abu Dhabi has funded budget deficits when they have arisen in the past). Each of these companies and institutions are wholly-owned by the Government of Abu Dhabi and one or more members of the Executive Council sit on the board of each company and/or institution.

THE UNITED ARAB EMIRATES BANKING SECTOR AND REGULATIONS

Summary

According to data published by the UAE Central Bank, as at 31 March 2015 there were a total of 49 banks (23 locally incorporated banks and 26 foreign banks) licensed to operate in the UAE, to serve a national population of approximately 9.0 million people at the end of 2013. As a result, the UAE could be viewed as an over-banked market, even by regional standards, and there has traditionally been little impetus for consolidation. The UAE's membership of the WTO will require greater economic liberalisation, but it is unclear to what extent this will encourage foreign banks to expand their presence in the market. In the long-term, however, it is likely to lead to increased competition, which should spur consolidation, both within the UAE and across the region generally.

According to the SCAD (Statistical Yearbook of Abu Dhabi 2014), the financial and insurance sectors in Abu Dhabi contributed approximately AED 45.8 billion (or 4.8 per cent. of Abu Dhabi's nominal GDP) in 2013. Within the UAE as a whole, the financial sector was estimated to have contributed approximately 6.9 per cent. of real GDP in 2013 (according to preliminary estimates published by the UAE National Bureau of Statistics).

As a banking regulator, the UAE Central Bank, established in 1980, has grown in stature over the years and is the governing body that regulates and supervises all banks operating in the UAE. The UAE Central Bank monitors banks through its Banking Supervision and Examination Department. It conducts reviews of banks periodically based on the risk profile of each bank. It also reviews all of the returns submitted by the banks to the UAE Central Bank.

The UAE Central Bank does not act as a lender of last resort, a role which instead tends to fall on the individual emirs of each emirate. However, the introduction by the UAE Central Bank in 2014 of the Interim Marginal Lending Facility (the "IMLF") is expected to enable non-Islamic UAE banks to use certain rated or UAE Federal Government entity issued assets as collateral to access UAE Central Bank liquidity overnight in order to help their liquidity management. See "*Recent Trends in Banking – Liquidity*" below.

Characteristics of the Banking System

Lack of Consolidation

The UAE may be seen as being over-banked with 49 different banks (comprised of 23 locally incorporated banks and 26 foreign banks) licensed to operate inside the UAE (excluding the Dubai International Financial Centre (the "DIFC")) as at 31 March 2015 (source: the UAE Central Bank), serving a population estimated by the IMF at the end of 2013 to be in the region of approximately 9.0 million people. Traditionally there has been little impetus for consolidation. However, mergers in the past have tended to come as a result of banks facing financial difficulties and some commentators suggest that the global financial crisis created more favourable conditions for consolidation. The federal structure of the UAE has, to some extent, encouraged the fragmented nature of the banking sector, with the individual emirates wishing to retain their own national banks. Rivalries between large local business families and a desire not to dilute shareholdings have also hampered the process of consolidation. However, in October 2007, the UAE's then second and fourth largest banks, Emirates Bank International P.J.S.C. and National Bank of Dubai P.J.S.C., merged to form Emirates NBD PJSC.

The relatively small size of most UAE banks has occasionally hindered them from competing for large financing transactions in the region. It also means that they have comparatively small franchises with which to absorb capital costs, such as information technology system development. The advent of WTO liberalisation should permit greater competition from foreign banks, both from new entrants to the market and from existing players expanding their operations, which may eventually result in more mergers, with the possibility of creating banks with pan-Gulf franchises.

Domestic Focus

The UAE-incorporated banks are predominantly focused on the domestic market but a number have small operations overseas and are showing growing interest in cross-border business.

With a large number of banks competing for a limited number of wholesale lending opportunities, most banks have turned to the retail banking sector, a previously untapped market. However, increasing competition in this area is gradually eroding margins and encouraging a relaxation of lending criteria.

As the market has been tested only to a limited extent under adverse conditions, it is difficult to predict the future likelihood of asset quality problems.

Expansion of retail operations has required heavy investment in distribution channels, particularly ATM networks, kiosks and telephone and internet banking services. As a consequence, information technology costs have been a prominent feature of many UAE banks' expenses.

Limited Foreign Ownership

In 1987, the UAE Federal Government placed a freeze on new foreign banks opening operations in the UAE. At the same time, existing foreign banks were limited to a maximum of eight branches, which restricted their ability to develop any retail potential. However, three banks of GCC state origin, the National Bank of Kuwait, SAMBA and Doha Bank, were awarded licences by the UAE Central Bank following an agreement to permit market access to banks of GCC state origin in line with continuing efforts in regional integration.

During 2002, the Government of Dubai issued a decree establishing the DIFC. The DIFC, located in the Emirate of Dubai, is a free trade zone and financial services centre focusing on private banking, asset management, investment banking, re-insurance activities, Islamic finance, securities trading and back office operations. The DIFC has its own civil and commercial laws and has been granted authority to self-legislate in civil and commercial cases. The opening of the DIFC has enabled international banks to establish a presence and contest the wholesale banking market and this has seen new entities entering the market place.

Exposure to the Oil Sector

With much of the economy directly or indirectly dependent on the oil sector, UAE banks are potentially vulnerable to business erosion during long periods of low oil prices. In particular, oil revenues tend to drive levels of liquidity and government infrastructure investment. Gradually, however, private non-oil sectors are gaining ground and the UAE economy is becoming less susceptible to oil price movements.

Islamic Banking

Shari'a (Islamic) law forbids the charging of interest on any financial transaction. A number of banks have developed in the Islamic world to serve customers who wish to observe this principle. These institutions offer a range of products which, whilst broadly corresponding with conventional banking transactions, are structured in a way which avoids the application of interest. The UAE is home to numerous institutions offering Islamic banking and financial products. Such institutions include: Sharjah Islamic Bank, Dubai Islamic Bank, Abu Dhabi Islamic Bank, Emirates Islamic Bank, Noor Bank, Al Hilal Bank, Ajman Bank, Dubai Islamic Insurance & Reinsurance Company (AMAN), Islamic Arab Insurance Co. (P.S.C.) (Salama), Tamweel and Amlak Finance. The number of Islamic banks continues to increase, with both new entrants to the market and existing conventional banks recasting themselves as Islamic banks. In addition, conventional financial institutions often offer *Shari'a*-compliant products.

Supervision of Banks

The main piece of legislation applicable to the banking system is Union Law No. 10 of 1980 (the "Union Law") which established the UAE Central Bank. The UAE Central Bank's primary roles are to formulate and implement banking, credit, monetary and fiscal policy and to be responsible for ensuring price and currency stability with free convertibility to foreign currencies. It is also the "bank for banks" within the UAE, although it is not the "lender of last resort". In the event of a bank experiencing financial difficulties or a solvency crisis, rescue funds – such as long-term liquidity or equity support – have historically come from the emirate in which the institution is based. However, in the event of a run on the currency or a major banking crisis, it is likely that the Government of Abu Dhabi would ultimately stand as de facto defender of the currency and the "lender of last resort".

Historically, income from overseas investments has been used to fund fiscal deficits, obviating the need for the UAE Central Bank to issue government debt. However, the UAE Central Bank does issue certificates of deposit ("CDs") to the banks, denominated in both U.S. dollars and UAE dirhams, in order to absorb excess liquidity rather than to meet a specific funding need. There is presently no active secondary market in these securities, but they can be redeemed at face value at the UAE Central Bank at any time. In 2007, the UAE Central Bank introduced an auction system which allows U.S. dollar drawings against UAE dirham CD holdings.

The UAE dirham is linked to the IMF's Special Drawing Right. However, the U.S. dollar is the intervention currency and, in practice, the UAE dirham is pegged to the U.S. dollar. This pegged exchange rate has been in place since the 1980s and has proved to be resilient both to political tensions in the region and to fluctuations in oil prices.

The UAE Central Bank is also responsible for regulating financial institutions in relation to money laundering controls and enforcing Federal Law No. 4 of 2002 regarding the Criminalisation of Money Laundering. It has established an Anti-Money Laundering and Suspicious Cases Unit which acts as the financial intelligence unit and has issued a number of detailed regulatory instructions in pursuit of anti-money laundering policies and procedures. The UAE has also established a National Anti-Money Laundering Committee, which is responsible for coordinating anti-money laundering policy.

The UAE further strengthened its legal authority to combat terrorism and terrorist financing by passing Federal Law No. 1 of 2004 on Combating Terrorism Offences, which provided for the establishment of a National Anti-Terror Committee (the "NATC"). The NATC serves as a UAE inter-agency liaison.

Although the UAE Central Bank is responsible for regulating all banks, exchange houses, investment companies and other financial institutions in the UAE, the Dubai Financial Services Authority regulates all banking and financial services activities in the DIFC. The UAE Central Bank has also been growing in stature as a banking supervisor. However, it is hampered in its role by the level of legal autonomy afforded to the individual emirates, which at times makes it difficult to enforce directives uniformly across the banking sector.

Lack of Developed Capital Markets

The absence of mature bond or equity markets in the UAE means that banks have often shouldered the burden of long-term financing. This has tended to create a maturity mismatch in their balance sheets, as most of their liabilities are short-term customer deposits. Although the two stock markets, the Dubai Financial Market and the ADX (both of which were established in 2000), have grown over recent years, such growth has been affected by the recent global financial crisis. The NASDAQ Dubai (formerly known as the Dubai International Financial Exchange) is a securities exchange located in the DIFC which commenced operations on 26 September 2005. In May 2011, the Dubai Financial Market acquired two thirds of the shares in NASDAQ Dubai, in accordance with plans announced in December 2009 to consolidate markets. The two markets linked their platforms in July 2010, through the outsourcing by NASDAQ Dubai of its trading, clearing, settlement and custody functions for equities to the Dubai Financial Market's systems. Responsibility for maintaining NASDAQ Dubai's Official List was transferred to the Dubai Financial Services Authority with effect from 1 October 2011. The Dubai Financial Market and the ADX were upgraded to the MSCI Emerging Markets Index with effect from 1 June 2014 which could lead to an increase in interest and investment from international institutional investors in the UAE.

Government Involvement

There is a high degree of state involvement in the UAE banking sector. Most of the larger banks have some degree of government ownership. Privatisation, though advocated in principle, has been slow to manifest in practice. The state and its related entities are together the banking sector's largest customers, in terms of both deposits and project financing.

Expatriate Workforce

An unusual feature of the UAE economy is its reliance on overseas labour, with expatriates making up 79.8 per cent. of the workforce according to estimates by the SCAD in mid-2013. The banking sector is no exception to this and expatriates are employed in the senior management of most of the major banks. This has brought expertise from more developed markets to the sector. However, the high level of expatriates in the UAE has been an increasing concern for the UAE Federal Government and as part of a policy of "Emiratisation" banks were instructed in 1999 to increase the percentage of UAE nationals on their payroll to 40 per cent. by 2009. Generally, banks have been moving closer to, or have met, this target, providing better training and compensation for UAE nationals.

Accounting Standards

Since 1 January 1999 all UAE banks have been required to prepare their financial statements in accordance with IFRS (formerly International Accounting Standards (IAS)). Although this has led to a substantial improvement in disclosure standards, there remains some variability in the quality and depth of disclosure across the banking sector. Basel II was introduced effective as from 17 November 2009 by way of UAE Central Bank Circular Number 27/2009 while aspects of Basel III are in the process of being implemented in the UAE as at the date of this Base Prospectus.

Structure of the Banking System

Banking institutions in the UAE fall into a number of categories, as defined by the Union Law. Domestic commercial banks, also known as "National" banks, of which there are 23 as at 31 March 2015, are required to be public shareholding companies with a minimum share capital of AED 40 million and must be majority-owned by UAE nationals. Licensed foreign banks, of which there are 26 as at 31 March 2015, need to demonstrate that at least AED 40 million has been allocated as capital funds for their operations in the UAE. The Union Law also licenses "financial institutions" (institutions whose principal functions are to extend credit, carry out financial transactions, invest in moveable property and other activities, but which are not permitted to accept funds by way of deposits) and financial and monetary intermediaries (money and stockbrokers).

Recent Trends in Banking

Profitability

The performance of the UAE economy is influenced by oil prices, which directly affect fiscal revenues and hence determine the level of investment in government projects in the country. The high oil prices and strong economic conditions experienced in the UAE between 2004 and 2008, and again in 2010, allowed UAE banks to expand significantly.

However, the UAE economy has been negatively impacted by the global economic downturn and, in particular, by the sharp correction in the price of oil, which has also affected a number of key economic sectors including trade, tourism, real estate and commerce. This economic slowdown, along with reduced levels of liquidity in the market, which has constrained lending, has resulted in the majority of UAE banks being less profitable during 2008 to 2010 than in previous years. However, according to the IMF country report for the UAE in 2014, profitability of UAE banks, in terms of return on assets, has grown from around 1.3 per cent. in 2010 to around 1.7 per cent. in 2014.

Furthermore, much of the growth between 2004 and 2008 focused on the real estate sector and equity financing which, in the context of the global financial crisis, represented a significant risk to the UAE banking system. Equity prices declined generally in the UAE in 2008 but, more recently, have rebounded with the ADX General Index declining from 2,719.9 at 31 December 2010 to 2,402.3 at 31 December 2011, before increasing to 2,630.9 at 31 December 2012, 4,290.3 at 31 December 2013 and 4,528.9 at 31 December 2014, and the Dubai Financial Market index declining from 1,630.5 at 31 December 2010 to 1,353.4 at 31 December 2011 before increasing to 1,662.5 at 31 December 2012, 3,371.4 at 31 December 2013 and 3,774.0 at 31 December 2014 (source: Bloomberg). During 2008 to 2010, a number of banks have also been affected by the impact of mark to market accounting rules on their international investment portfolios. Furthermore, return on equity for most UAE banks compares well internationally, reflecting the high margins that can be earned, particularly on retail lending and low cost income ratios.

Liquidity

The UAE Central Bank closely monitors the level of liquidity in the banking system. It also requires that banks have in place adequate systems and controls to manage their liquidity positions, as well as contingency plans to cope with periods of liquidity stress.

Banks must also adhere to a maximum advances to stable resources ratio of 100 per cent. set by the UAE Central Bank. In this context, loans comprise loans and advances to customers and interbank assets maturing after three months.

UAE banks are mostly funded through on demand or time based customer deposits made by private individuals or private sector companies. Together, these deposits constituted approximately 75.9 per cent. of total deposits of the UAE banking sector as at 28 February 2015. The UAE Federal Government and the public sector contributed approximately 25.3 per cent. as at 28 February 2015. Non-resident and other sources contributed approximately 9.9 per cent. as at the same date (source: UAE Central Bank Statistical Bulletin February 2015).

In response to the global financial crisis, the UAE Central Bank announced a number of measures aimed at ensuring that adequate liquidity is available to banks operating in the UAE. In September 2008, the UAE Central Bank established an AED 50 billion liquidity facility which banks can draw upon subject to posting eligible debt securities as collateral. The liquidity facility is available only for the purpose of funding existing commitments. New lending is required to be based on growth in the customer deposit base. The UAE Central Bank also established a CD repo facility under which banks can use CDs as collateral for dirham or U.S. dollar funding from the UAE Central Bank.

In addition to these measures, the UAE Federal Government also provided AED 50 billion in deposits to UAE banks (as part of a larger AED 70 billion package) which, at the option of the banks, can be converted into Tier II capital in order to enhance capital adequacy ratios. A number of banks in the UAE exercised this option and converted the UAE Federal Government deposits made with them into Tier II capital. Certain UAE Banks have commenced repaying their Tier II capital. As at the date of this Base Prospectus, the Issuer has fully repaid its allocation of UAE Federal Government deposits.

During 2008, Government of Abu Dhabi-owned institutions assisted certain Abu Dhabi banks in strengthening their capital base through the subscription of mandatory convertible securities and, in February 2009, the Government of Abu Dhabi (acting through the Department of Finance) subscribed for, in aggregate, a sum of AED 16 billion in subordinated Tier I capital notes issued by the five largest Abu Dhabi banks: the Issuer, Abu Dhabi Commercial Bank, First Gulf Bank, Union National Bank and Abu Dhabi Islamic Bank. The Government of Abu Dhabi subscribed for AED 4 billion Tier 1 capital Notes from the Issuer.

In line with Basel III requirements, the UAE Central Bank has issued the Liquidity Notice, which includes a set of qualitative and quantitative liquidity requirements for UAE banks. The qualitative requirements set out in the Liquidity Notice (which, as at the date of this Base Prospectus, is expected to come into effect on 1 July 2015) elaborate on the responsibilities of a UAE bank's board of directors and senior management as well as the overall liquidity risk framework. The new regulations are intended to ensure that liquidity risks are well managed at banks operating in the UAE and are in line with the Basel Committee for Banking Supervision recommendations and international best practices.

Under the Liquidity Notice, the LAR will be replaced with the ELAR with which UAE Banks will be required to comply once the Liquidity Notice enters into force on 1 July 2015. The Liquidity Notice also includes the option for UAE banks to apply to the UAE Central Bank to move to assessment of bank liquidity as against the LCR (and away from assessment against the interim ELAR), with effect from 1 January 2016. Any UAE Banks taking up this option will be required to comply with the ELAR until 1 January 2016, when they will move to compliance with the LCR (subject to receipt of UAE Central Bank approval).

On 15 April 2014, the UAE Central Bank introduced the IMLF which is expected to enable non-Islamic UAE banks to use certain rated or UAE Federal Government entity issued assets to access UAE Central Bank liquidity overnight in order to help their liquidity management during times of market stress.

The IMLF will let lenders use certain assets as collateral to obtain one-day overnight loans from the UAE Central Bank. Eligible assets that can be used as collateral must be tradeable and include bonds, sukuk and securities issued by the UAE Federal Government or government related entities in individual Emirates, as well as by UAE banks and corporations. Securities issued by foreign governments, banks, corporates and supranational agencies can also be used as collateral, but must carry a minimum 'A' credit rating from one of the three main international rating agencies. Banks accessing the IMLF must borrow a minimum of AED 10 million and will be charged 100 basis points over the official UAE "Repo Rate".

Position of Depositors

There is no formal deposit protection scheme in the UAE. While no bank has, so far, been permitted to fail, during the 1980s and early 1990s a number of banks were restructured by the relevant government authorities. In October 2008, in response to the global financial crisis, the UAE Federal Government announced that it intended to guarantee the deposits of all UAE banks and foreign banks with core operations in the UAE. Following therefrom, in May 2009, the UAE's National Federal Council approved a draft law guaranteeing federal deposits. There can, however, be no assurance that any draft law will subsequently be passed and until such time as the law is passed, there is no guaranteed government support.

Prudential Regulations

The UAE Central Bank has supervisory responsibility for banking institutions in the UAE. Supervision is carried out through on-site inspections and review of periodic submissions from the banks. The frequency of inspection depends on the perceived risk of the bank, but inspections are carried out in all banks at least once every 18 months. Prudential returns are made monthly, quarterly, semi-annually or annually, depending on the nature of the information they contain. An improved risk management framework has been implemented, aimed at providing the UAE Central Bank with more up to date information on credit, market and operational risks within the banking sector.

Capital Adequacy

All banks are required to follow the principles of the Basel accord in calculating their capital adequacy ratios. Basel II was introduced effective 17 November 2009. Since 1993, the UAE Central Bank has imposed a 10 per cent. minimum total capital ratio. However, in a circular dated 30 August 2009 and as a result of the global economic slowdown, the UAE Ministry of Finance and the UAE Central Bank announced amendments to their capital adequacy requirements recommending that domestic and foreign banks operating in the UAE establish a Tier I capital adequacy ratio of not less than 7 per cent., with a minimum total capital adequacy ratio of at least 11 per cent., by 30 September 2009. Furthermore, the UAE Central Bank required banks operating in the UAE to increase their Tier I capital adequacy ratio to at least 8 per cent., with a minimum total capital adequacy ratio of at least 12 per cent., by 30 June 2010. Thereafter, through its circular dated 17 November 2009 introducing Basel II, the UAE Central Bank stated that it expects internationally active UAE banks to migrate to the Foundation Internal Rating Based approach under Basel II in due course. Through this circular, the UAE Central Bank reiterated that all banks operating in the UAE were required to maintain a capital adequacy ratio at a minimum of 11 per cent. at all times, increasing to 12 per cent. by 30 June 2010 and also laid out its expectations in relation to Pillar II and Pillar III of the Basel II framework.

The calculation of capital adequacy ratios in the UAE follows the Bank of International Settlements guidelines. Within that framework, the UAE Central Bank has issued certain exemptions and guidelines as national discretion applicable to banks operating in UAE.

Under the Union Law, banks are required to transfer 10 per cent. of profit each year into each of a statutory reserve and a special reserve until this reaches 50 per cent. of capital. Distributions cannot be made from this reserve, except in special legally defined circumstances. All dividends paid by UAE banks have to be authorised in advance by the UAE Central Bank.

Reserve Requirements

Reserve requirements are used by the UAE Central Bank as a means of prudential supervision and to control credit expansion. The reserve requirements are 1 per cent. for term deposits and 14 per cent. for all other customer balances.

Establishment of a Credit Bureau in the UAE

Al Etihad Credit Bureau ("AECB") is a federal government company specialised in providing UAE based credit reports and other financial information. AECB commenced operations in 2014 upon receiving formal approval of the bureau's regulations and credit report charges from the UAE cabinet. AECB has approached all UAE-based banks to sign data sharing agreements to enable the provision of customer credit information, with the majority, including the Issuer, having entered into such agreements and/or made successful initial data submissions to AECB by the time AECB commenced operations.

The implementation of regulations for the sharing of credit report data and the commercial operation of the UAE's first credit bureau is expected to bring some reduction in risk in the origination of customer lending and banking business generally.

Credit Controls

Banks are required by the UAE Central Bank to establish credit policies and procedures commensurate with their size and activities. They must also have a proper credit assessment and approval process and adequate controls in place to monitor credit concentrations to, among others, individual borrowers, economic sectors and foreign countries.

By a circular dated 23 February 2011 on retail banking, the UAE Central Bank introduced regulations regarding bank loans and other services offered to individual customers. These regulations, among other things, impose maximum loan/income and loan to value ratios for retail products. For example, the regulations require that the amount of any personal consumer loan shall not exceed 20 times the salary or total income of the borrower with the repayment period not exceeding 48 months. These regulations may be amended in the future in accordance with the Mortgage Regulations (which were published in the Official Gazette on 28 November 2013 and entered into force on 28 December 2013, superseding notice no. 3871/2012 dated 30 December 2012), which specifies that the amount of mortgage loans for non-nationals should not exceed 75 per cent. of the property value for a first purchase of a home (with a value of less than or equal to AED 5 million), and 65 per cent. of the property value for a first purchase of a home (with a value greater than AED 5 million) and 60 per cent. of the property value (irrespective of the value of the property) for second and subsequent homes. For UAE nationals, the corresponding limits are set at 80 per cent. in respect of a first

purchase of a home with a value less than or equal to AED 5 million, 70 per cent. for a first home with a value greater than AED 5 million and 65 per cent. of the property value for a second or subsequent purchase (irrespective of the value of the property).

Large Exposures

The UAE Central Bank defines large exposures as any funded on-or-off balance sheet exposure to a single borrower or group of related borrowers exceeding prescribed limits. The large exposure limits (defined as a percentage of the bank's capital base) were previously (under the UAE Central Bank circular, published in April 2012, on large exposure limits) as follows:

- to a single borrower or group of borrowers – 7 per cent.;
- to a shareholder of the bank holding more than 5 per cent. of the bank's capital – 7 per cent.;
- overseas interbank exposures – 30 per cent. (UAE interbank exposures are subject to a 25 per cent. limit if their maturity is over one year, otherwise they are exempt from the regulations);
- to the bank's parent company, subsidiaries or affiliates – 20 per cent. (60 per cent. for all such exposures in aggregate); and
- to Board members – 5 per cent. (25 per cent. for all such exposures in aggregate).

On 11 November 2013, the UAE Central Bank published the Large Exposure Notice amending certain of the large exposure limits set out above. The Large Exposure Notice was published in the Official Gazette on 30 December 2013 and entered into force on 30 January 2014. The Large Exposure Notice introduced new limits of 100 per cent. of the bank's capital base for all lending to UAE local governments and their non-commercial entities, together with a 25 per cent. limit to any single such non-commercial entity. Exposures above these limits are subject to approval by the UAE Central Bank. The UAE Central Bank has established a five-year period (which commenced at the end of 2013) within which UAE banks must be compliant with the Large Exposure Notice. Set out below is a table showing a summary of the changes introduced by the Large Exposure Notice (defined as a percentage of the bank's capital base calculated under Basel II):

	New Limit		Old Limit	
	Individual	Aggregate	Individual	Aggregate
UAE federal government and their non-commercial entities.....	Exempt	Exempt	Exempt	Exempt
UAE local government and their non-commercial entities	No cap for UAE local government ; 25% for each non-commercial entity	100%	Exempt	Exempt
Commercial entities of UAE federal government and UAE local government.....	25%	100%	25%	None
Commercial or other (non-commercial) private sector entities and individuals	25% max	None	7%	None
Shareholders who own 5 per cent. or more of the bank's capital and related entities.....	20%	50%	7%	None
Exposure to bank's subsidiaries and affiliates	10%	25%	20%	60%
Board members	5%	25%	5%	25%

Provisions for Loan Losses

The UAE Central Bank stipulates that non-performing credits should be classified as either substandard, doubtful or loss depending on the likelihood of recovery, with provisions charged at a minimum of 25 per cent., 50 per cent. and 100 per cent., respectively after considering the adjusted collateral value. Any retail and consumer loans with either interest or principal in arrears by more than 90 days must be placed on a non-accrual basis and classified as non-performing. In addition, pursuant to Circular 28/2010 concerning regulations for classification of loans and their provisions issued by the UAE Central Bank on 11 November 2010, all banks in the UAE are required to make general provisions for unclassified loans and advances equal to 1.5 per cent. of their credit risk-weighted assets by 2014. In practice, several banks operate more stringent policies and place loans on a non-accrual basis as soon as their recovery is in doubt.

Banks in the UAE generally do not write off non-performing loans from their books until all legal avenues of recovery have been exhausted. This factor tends to inflate the level of impaired loans/financings carried on the balance sheets of UAE banks when compared to banks operating in other economies.

TAXATION

UK Taxation

The following is a general summary of certain aspects of current United Kingdom law and published HM Revenue & Customs ("HMRC") practice and is not intended to be exhaustive. It is based on current law and published HMRC practice which may be subject to change, sometimes with retrospective effect. It relates only to persons who are the absolute beneficial owners of Notes and related Coupons and may not apply to certain classes of persons. The following is a general guide for information purposes and should be treated with appropriate caution.

Prospective Noteholders who are in any doubt as to their tax position or who may be subject to tax in any jurisdiction other than the United Kingdom should seek independent professional advice without delay.

Payments of interest on the Notes

Payments of interest on the Notes that do not have United Kingdom source may be made without withholding or deduction for or on account of United Kingdom income tax.

However, Noteholders may wish to note that HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest (including the amount payable on the redemption of a deeply discounted security); and securities transactions.

The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment derived from securities; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities.

The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid. HMRC is generally not able to obtain information (under its power relating solely to interest) about a payment of interest to (or a receipt for) a person that is not an individual. This limitation does not apply to HMRC's power to obtain information about payments derived from securities.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions. Information may also be required to be reported in accordance with regulations made pursuant to the Directive (as defined below).

The references to "interest" above means "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the Conditions or any related documentation.

United Arab Emirates Taxation

The following summary of the anticipated tax treatment in the UAE in relation to payments on the Notes is based on the taxation law in force at the date of this Base Prospectus, and does not constitute legal or tax advice. Prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change.

There is currently in force in the emirates of Abu Dhabi and Dubai legislation establishing a general corporate taxation regime (the Abu Dhabi Income Tax Decree 1965 (as amended)). The regime is, however, not enforced save in respect of companies active in the hydrocarbon industry, some related service industries and branches of foreign banks operating in the UAE. It is not known whether the legislation will or will not be enforced more generally or within other industry sectors in the future. Under current legislation, there is no requirement for withholding or deduction for or on account of UAE or Abu Dhabi taxation in respect of payments of interest or principal on debt securities (including the Notes). In the event of the imposition of any such withholding, the Issuer has undertaken to gross-up any payments subject as described under Condition 8 (Taxation) of the Conditions.

The Constitution of the UAE specifically reserves to the UAE Federal Government the right to raise taxes on a federal basis for purposes of funding its budget. It is not known whether this right will be exercised in the future.

The UAE have entered into "Double Taxation Arrangements" with certain other countries, but these are not extensive in number.

EU Savings Directive

Under the Savings Directive, Member States are required to provide to the tax authorities of another Member State details of payments of interest or similar income paid by or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependant upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "Amending Directive") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or become subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administration obligations such as reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under the Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

Investors who are in any doubt as to their position should consult their professional advisers.

THE PROPOSED FINANCIAL TRANSACTIONS TAX

On 14 February 2013, the European Commission published a proposal (the "Commission's Proposal") for a Directive for a common financial transactions tax (the "FTT") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States).

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

Joint statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

However the Commission's proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

FATCA imposes a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to any non-U.S. financial institution (a "foreign financial institution", or "FFI" (as defined by FATCA)) that does not become a "Participating FFI" by entering into an agreement with the U.S. Internal Revenue Service ("IRS") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA; and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer (a "Recalcitrant Holder"). The Issuer is classified as an FFI.

The new withholding regime is now in effect for payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of: (i) any Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "grandfathering date", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on the grandfathering date; and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued on or before the grandfathering date, and additional Notes of the same series are issued after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "IGA"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "Reporting FI" not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "FATCA Withholding") from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS.

The United States and the UAE have reached an agreement in substance on the terms of the IGA based largely on the Model 1 IGA. Until the United States and the UAE sign an IGA (the **US-UAE IGA**), the UAE will be treated as having a Model 1 IGA in effect provided that it remains on the IRS list of jurisdictions that have reached agreement in substance on the terms of an IGA. The U.S. Treasury will review this list on a monthly basis to determine whether each jurisdiction will continue to be treated as having an IGA in effect.

If the Issuer is treated as a Reporting FI pursuant to the US-UAE IGA it does not anticipate that it will be obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. The Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

Whilst the Notes are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and Euroclear and/or Clearstream Luxembourg, given that each of the entities in the payment chain beginning with the Issuer and ending with the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. The documentation expressly contemplates the possibility that the Notes may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Notes will only be printed in remote circumstances.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors

should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an Amended and Restated Dealer Agreement dated 16 June 2015 (the "Dealer Agreement") between the Issuer, the Permanent Dealers named therein (meaning all Dealers other than those appointed as such solely in respect of one or more specified Tranches) and the Arrangers, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arrangers for certain of their expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 as amended and United States Treasury regulations promulgated thereunder.

Each Dealer has agreed and each additional Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. The relevant Final Terms (or, as applicable, the relevant Pricing Supplement) will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable. Terms used in this paragraph have the same meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed, and each additional Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
 - (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
 - (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,
- provided that no such offer of Notes referred to above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU), and includes any relevant implementing measure in a Relevant Member State.

United Kingdom

Each Dealer has represented and agreed, and each additional Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any such Notes in, from or otherwise involving the United Kingdom.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each additional Dealer appointed under the Programme will be required to represent and agree, that the Notes to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each additional Dealer appointed under the Programme will be required to represent and agree, that the Notes to be issued under the Programme have not been and will not be offered to any person in the Dubai International Financial Centre (the "DIFC") unless such offer is: (a) an "Exempt Offer" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "DFSA"); and (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.2 of the DFSA Conduct of Business Module of the DFSA Rulebook.

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Notes. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "Saudi Investor") who acquires Notes pursuant to any offering should note that the offer of Notes is a private placement under Article 10 or Article 11 of the "Offer of Securities Regulations" as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August 2008 (the "KSA Regulations") through a person authorised by the Capital Market Authority ("CMA") to carry on the securities activity of arranging and following a notification to the CMA under the KSA Regulations.

The Notes may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "sophisticated investors" under Article 10 of the KSA Regulations or by way of a limited

offer under Article 11 of the KSA Regulations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of the Notes will comply with the KSA Regulations.

Each offer of Notes shall not therefore constitute a "public offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 17 of the KSA Regulations. Any Saudi Investor who has acquired Notes pursuant to a private placement under Article 10 or Article 11 of the KSA Regulations may not offer or sell those Notes to any person unless the offer or sale is made through an authorised person appropriately licensed by the CMA and: (a) the Notes are offered or sold to a Sophisticated Investor; (b) the price to be paid for the Notes in any one transaction is equal to or exceeds Saudi Riyal 1 million or an equivalent amount; or (c) the offer or sale is otherwise in compliance with Article 17 of the KSA Regulations.

Kingdom of Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell any Notes except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an "accredited investor" means:

- (i) an individual holding financial assets (either singly or jointly with a spouse) of U.S.\$1,000,000 or more;
- (ii) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000; or
- (iii) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to persons whose ordinary business is to buy and sell shares or debentures (whether as principal or agent); (ii) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") and any rules made under the SFO; or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "Companies Ordinance") or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

The PRC (excluding Hong Kong, Macau and Taiwan)

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Notes in the PRC (excluding Hong Kong, Macau and Taiwan) as part of the initial distribution of the Notes.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (the Act No. 25 of 1948, as amended; the "FIEA") and each Dealer has represented and agreed, and each additional Dealer appointed under the Programme will be required to represent and agree that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or resale, directly or

indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the relevant subscription agreement or Dealer accession letter, as the case may be, or in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Base Prospectus or any other offering material or any Final Terms or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed, and each additional Dealer appointed under the Programme will be required to agree, that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms or any Pricing Supplement and neither the Issuer nor any other Dealer shall have responsibility therefor.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable subscription agreement, Dealer accession letter or a Dealer confirmation, as the case may be, or, in the case of Unlisted Notes, Pricing Supplement.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

Final Terms dated [●]

National Bank of Abu Dhabi P.J.S.C.

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

under the

U.S.\$7,500,000,000

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 16 June 2015 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU) 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 of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of 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 such supplement[s]] [is/are] available for viewing via the website of the London Stock Exchange and copies may be obtained from National Bank of Abu Dhabi P.J.S.C., One NBAD Tower, Sheikh Khalifa Street, P.O. Box 4 Abu Dhabi, United Arab Emirates. The Base Prospectus and, in the case of Notes admitted to trading on the regulated market of the London Stock Exchange, the relevant Final Terms will also be published on the website of the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date. N.B. when using a post – 1 July 2012 approved Base Prospectus to tap a previous issue under a pre – 1 July 2012 approved Base Prospectus, the final terms in the post – 1 July 2012 Base Prospectus will take a different form due to the more restrictive approach to final terms. The Conditions of the original issue being tapped should be reviewed to ensure that they would not require the final terms documenting the further issue to include information which is no longer permitted in final terms. Where the final terms documenting the further issue would need to include such information, it will not be possible to tap using final terms and a drawdown prospectus (incorporating the original Conditions and final terms) will instead need to be prepared.

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 [original date] which are incorporated by reference in the Base Prospectus dated [current date] and are attached hereto. 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 (which includes the amendments made by Directive 2010/73/EU) 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 [current date] [and the supplement[s] to it dated [date] [and [date]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus dated [current date] [and the supplement[s] to it dated [date] [and [date]]. The Base Prospectus [and the supplement[s] to it dated [date] [and [date]] [is/are] available for viewing via the website of the London Stock Exchange and copies may be obtained from National Bank of Abu Dhabi P.J.S.C., One NBAD Tower, Sheikh Khalifa Street, P.O. Box 4 Abu Dhabi, United Arab Emirates. The Base Prospectus and, in the case of Notes admitted to trading on the regulated market of the London Stock Exchange, the relevant Final Terms will also be published on the website of the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

1	Issuer:	National Bank of Abu Dhabi P.J.S.C.
2	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(iii) Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [<i>identify earlier Tranches</i>] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [23] below, which is expected to occur on or about [<i>date</i>]][Not Applicable]
3	Specified Currency or Currencies:	[●]
4	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
5	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
6	Specified Denominations:	[●]
7	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	[●]/[Issue Date]/[Not Applicable]
8	Maturity Date:	[●]
9	Interest Basis:	[[●] per cent. Fixed Rate] [[●] month [LIBOR/EURIBOR/EIBOR] +/- [●] per cent. Floating Rate] [Zero Coupon] (see paragraph [14]/[15]/[16] below)
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 Basis:	[●][Not Applicable]
12	Put/Call Options:	[Investor Put] [Issuer Call] [(see paragraph [17]/[18]/[19] below)]
13	(i) Status of the Notes:	[Senior/Subordinated]
	(ii) Date [Board] approval for issuance of Notes obtained:	[●] [and [●], respectively]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14	Fixed Rate Note Provisions	[Applicable/Not Applicable]
	(i) Rate[(s)] of Interest:	[●] per cent. per annum payable in arrear on each Interest Payment Date
	(ii) Interest Payment Date(s):	[●] [and [●]] in each year up to and including the Maturity Date
	(iii) Fixed Coupon Amount[(s)]:	[[●] per [●] in Nominal Amount][Not Applicable]
	(iv) Broken Amount(s):	[[●] per [●] in Nominal Amount, payable on the Interest Payment Date falling [in/on] [●]][Not Applicable]

	(v)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA/ISDA)][Actual/365 (Fixed)]
	(vi)	Determination Dates:	[[●] in each year][Not Applicable]
	(vii)	Business Day Convention:	[Not Applicable] [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
15		Floating Rate Note Provisions	[Applicable/Not Applicable]
	(i)	Interest Period(s):	[●]
	(ii)	Specified Interest Payment Dates:	[●], subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]
	(iii)	First Interest Payment Date:	[●][Issue Date]
	(iv)	Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
	(v)	Business Centre(s):	[●][Not Applicable]
	(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/or Interest Amount(s) (if not the Agent):	[●][Not Applicable]
	(viii)	Screen Rate Determination:	
		— Reference Rate:	[●] month [LIBOR/EURIBOR/EIBOR]
		— Interest Determination Date(s):	[●]
		— Relevant Screen Page:	[●]
	(ix)	ISDA Determination:	
		— Floating Rate Option:	[●]
		— Designated Maturity:	[●]
		— Reset Date:	[●]
	(x)	Linear Interpolation	[Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
	(xi)	Margin(s):	[[+/-] [●] per cent. per annum][Not Applicable]
	(xii)	Minimum Rate of Interest:	[[●] per cent. per annum][Not Applicable]
	(xiii)	Maximum Rate of Interest:	[[●] per cent. per annum][Not Applicable]
	(xiv)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)]

16	Zero Coupon Note Provisions Amortisation Yield:	[Applicable/Not Applicable] [●] per cent. per annum
PROVISIONS RELATING TO REDEMPTION		
17	Notice periods for Condition 6(c):	Minimum period: [●] days Maximum period: [●] days
18	Call Option	[Applicable/Not Applicable]
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note:	[●] per Note of [●] specified denomination
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[●]
	(b) Maximum Redemption Amount:	[●]
	(iv) Notice periods:	Minimum period: [●] days Maximum period: [●] days
19	Put Option	[Applicable/Not Applicable]
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note:	[●] per Note of [●] specified denomination
	(iii) Notice periods:	Minimum period: [●] days Maximum period: [●] days
20	Change of Control Redemption Amount for Condition 6(e)(ii):	[[●] per Note of [●] specified denomination]/[The Early Redemption Amount, as calculated in accordance with Condition 6(b)(i)]
21	Final Redemption Amount of each Note:	[●] per Note of [●] specified denomination
22	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default or other early redemption:	[[●] per Note of [●] specified denomination]/[As calculated in accordance with Condition 6(b)(i)]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23	Form of Notes:	[Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/upon an Exchange Event as specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] [Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/upon an Exchange Event as specified in the Permanent Global Note] [Registered Notes; Registered Global Certificate registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg]
24	Financial Centre(s):	[Not Applicable/[●]]
25	Talons for future Coupons to be attached	[Yes, as the Notes have more than 27 coupon

	to Definitive Notes:	payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made /No.]
26	RMB Settlement Centre(s)	<input type="checkbox"/> /[Not Applicable]
27	RMB Currency Event:	[Applicable/Not Applicable]
28	Relevant Currency for Condition 7(i):	<input type="checkbox"/> /[Not Applicable]
29	Relevant Spot Rate Screen Pages for Condition 7(i):	(i) Relevant Spot Rate Screen Page (Deliverable Basis): <input type="checkbox"/> /[Not Applicable] (ii) Relevant Spot Rate Screen Page (Non-deliverable Basis): <input type="checkbox"/> /[Not Applicable]
30	Party responsible for calculating the Spot Rate for Condition 7(i):	<input type="checkbox"/> (the "Calculation Agent")/[Not Applicable]

THIRD PARTY INFORMATION

has been extracted from [*specify source*]. The Issuer 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 [*specify source*], no facts have been omitted which would render the reproduced inaccurate or misleading.][Not Applicable]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing: Application [has been made] [is expected to be made] by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of the London Stock Exchange plc and admitted to the official list of the UK Listing Authority with effect from [●].
- (ii) Estimate of total expenses related to admission to trading: [●]

2 RATINGS

- Ratings: The Notes to be issued have been rated:
[S&P: []]
[Moody's: []]
[Fitch: []]

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 Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealer] and [their/its] 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 Issuer and its affiliates in the ordinary course of business for which they may receive fees.]

4 YIELD (Fixed Rate Notes only) –

Indication of yield:

[●] per cent. per annum [on a [[quarterly] [semi-annual] basis]

5 OPERATIONAL INFORMATION

ISIN Code:

[●]

Common Code:

[●]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, *société anonyme* and the relevant addresses and identification number(s):

[Not Applicable/*give name(s) and number(s) and [addresses]*]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any):

[●][Not Applicable]

6 DISTRIBUTION

Method of distribution:

[Syndicated/Non-syndicated]

If syndicated, names of Managers:

[Not Applicable/*give names*]

Date of Subscription Agreement:

[●]

If non-syndicated, name of relevant Dealer:

[Not Applicable/*give name*]

U.S. Selling Restrictions:

[Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]

FORM OF PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Unlisted Notes, whatever the denomination of those Notes, issued under the Programme.

NO BASE PROSPECTUS IS REQUIRED TO BE PROVIDED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC, AS AMENDED (WHICH INCLUDES THE AMENDMENTS MADE BY DIRECTIVE 2010/73/EC) AND INCLUDING ANY RELEVANT IMPLEMENTING MEASURE IN A RELEVANT MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (THE "PROSPECTUS DIRECTIVE") FOR THE ISSUE OF NOTES DESCRIBED BELOW AND AS SUCH THE NOTES ISSUED AS DESCRIBED BELOW ARE NOT REQUIRED TO, AND DO NOT COMPLY WITH DIRECTIVE 2003/71/EC AS SO AMENDED. THE UK LISTING AUTHORITY HAS NEITHER APPROVED NOR REVIEWED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.

Pricing Supplement dated [●]

National Bank of Abu Dhabi P.J.S.C.

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

under the

U.S.\$7,500,000,000

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

This document constitutes the Pricing Supplement for the Notes described herein and must be read in conjunction with the Base Prospectus dated 16 June 2015[and the supplement[s] to it dated [date] [and [date]] (the "Base Prospectus"). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus may be obtained from National Bank of Abu Dhabi P.J.S.C., One NBAD Tower, Sheikh Khalifa Street, P.O. Box 4 Abu Dhabi, United Arab Emirates.

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 June 2015.

- | | | |
|---|--|---|
| 1 | Issuer: | National Bank of Abu Dhabi P.J.S.C. |
| 2 | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | (iii) Date on which the Notes will be consolidated and form a single Series: | The Notes will be consolidated and form a single Series with [<i>identify earlier Tranches</i>] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [23] below, which is expected to occur on or about [date]][Not Applicable] |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount: | [●] |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●] |
| 5 | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]] |
| 6 | Specified Denominations: | [●] |
| 7 | (i) Issue Date: | [●] |

	(ii)	Interest Commencement Date:	[●]/[Issue Date]/[Not Applicable]
8		Maturity Date:	[●]
9		Interest Basis:	[[●] per cent. Fixed Rate] [[●] month [LIBOR/EURIBOR/EIBOR] +/- [●] per cent. Floating Rate] [Zero Coupon] (see paragraph [14]/[15]/[16] below)
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 Basis:	[●][Not Applicable]
12		Put/Call Options:	[Investor Put] [Issuer Call] [(see paragraph [17]/[18]/[19] below)]
13	(i)	Status of the Notes:	[Senior/Subordinated]
	(ii)	Date [Board] approval for issuance of Notes obtained:	[●] [and [●], respectively]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14		Fixed Rate Note Provisions	[Applicable/Not Applicable]
	(i)	Rate(s) of Interest:	[●] per cent. per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[●] [and [●]] in each year up to and including the Maturity Date
	(iii)	Fixed Coupon Amount(s):	[[●] per [●] in Nominal Amount][Not Applicable]
	(iv)	Broken Amount(s):	[[●] per [●] in Nominal Amount, payable on the Interest Payment Date falling [in/on] [●]][Not Applicable]
	(v)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA/ISDA)][Actual/365 (Fixed)]
	(vi)	Determination Date(s):	[[●] in each year][Not Applicable] [30/360] [Actual/Actual (ICMA/ISDA)][Actual/365 (Fixed)]
	(vii)	Business Day Convention:	[Not Applicable] [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
	(viii)	Others terms relating to the method of calculating interest for Fixed Rate Notes which are Unlisted Notes:	[●][Not Applicable]
15		Floating Rate Note Provisions	[Applicable/Not Applicable]
	(i)	Interest Period(s):	[●]
	(ii)	Specified Interest Payment Dates:	[●], subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]
	(iii)	First Interest Payment Date:	[●][Issue Date]

	(iv)	Business Day Convention	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
	(v)	Business Centre(s):	[●][Not Applicable]
	(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/or Interest Amount(s) (if not the Agent):	[●][Not Applicable]
	(viii)	Screen Rate Determination:	
		— Reference Rate:	[●] month [LIBOR/EURIBOR/EIBOR]
		— Interest Determination Date(s):	[●]
		— Relevant Screen Page:	[●]
	(ix)	ISDA Determination:	
		— Floating Rate Option:	[●]
		— Designated Maturity:	[●]
		— Reset Date:	[●]
	(x)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
	(xi)	Margin(s):	[[+/-] [●] per cent. per annum][Not Applicable]
	(xii)	Minimum Rate of Interest:	[[●] per cent. per annum][Not Applicable]
	(xiii)	Maximum Rate of Interest:	[[●] per cent. per annum][Not Applicable]
	(xiv)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)]
	(xv)	Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes which are Unlisted Notes, if different from those set out in the Conditions:	[●][Not Applicable]
16		Zero Coupon Note Provisions	[Applicable/Not Applicable]
	(i)	Amortisation Yield:	[●] per cent. per annum
	(ii)	Any other formula/basis of determining amount payable for Zero Coupon Notes which are Unlisted Notes:	[●][Not Applicable]

PROVISIONS RELATING TO REDEMPTION

- 17 Notice periods for Condition 6(c): Minimum period: [●] days
Maximum period: [●] days
- 18 Call Option: [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Note of [●] specified denomination
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●]
- (b) Maximum Redemption Amount: [●]
- (iv) Notice periods: Minimum period: [●] days
Maximum period: [●] days
- 19 Put Option: [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Note of [●] specified denomination
- (iii) Notice periods: Minimum period: [●] days
Maximum period: [●] days
- 20 Change of Control Redemption Amount for Condition 6(e)(ii): [[●] per Note of [●] specified denomination]/[The Early Redemption Amount, as calculated in accordance with Condition 6(b)(i)]
- 21 Final Redemption Amount of each Note: [●] per Note of [●] specified denomination
- 22 Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default or other early redemption: [[●] per Note of [●] specified denomination]/[As calculated in accordance with Condition 6(b)(i)]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 23 Form of Notes: [Bearer Notes:
[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/upon an Exchange Event as specified in the Permanent Global Note]
[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]
[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/upon an Exchange Event as specified in the Permanent Global Note]
[Registered Notes;
Registered Global Certificate registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg]
- 24 Financial Centre(s): [Not Applicable/[●]]

25	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made /No.]
26	RMB Settlement Centre(s):	[●]/[Not Applicable]
27	RMB Currency Event:	[Applicable/Not Applicable]
28	Relevant Currency for Condition 7(i)	[●][Not Applicable]
29	Relevant Spot Rate Screen Pages for Condition 7(i):	(i) Relevant Spot Rate Screen Page (Deliverable Basis): [●][Not Applicable] (ii) Relevant Spot Rate Screen Page (Non-deliverable Basis): [●][Not Applicable]
30	Party responsible for calculating the Spot Rate for Condition 7(i)	[[●] (the "Calculation Agent")][Not Applicable]
31	Other terms or special conditions	[Not Applicable/ <i>give details</i>]

THIRD PARTY INFORMATION

[[●] has been extracted from [*specify source*]. The Issuer 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 [*specify source*], no facts have been omitted which would render the reproduced inaccurate or misleading.][Not Applicable]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing: [Not Applicable]
- (ii) Estimate of total expenses related to admission to trading: [Not Applicable]

2 RATINGS

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

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 Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealer] and [their/its] 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 Issuer and its affiliates in the ordinary course of business for which they may receive fees.]

4 YIELD (Fixed Rate Notes only) –

Indication of yield:

per cent. per annum [on a [[quarterly]
[semi-annual] basis]

5 OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, *société anonyme* and the relevant addresses and identification number(s):

[Not Applicable/give name(s) and number(s) and addresses]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying

[Not Applicable]

Agent(s) (if any):

6 DISTRIBUTION

Method of distribution:

[Syndicated/Non-syndicated]

If syndicated, names of Managers:

[Not Applicable/give names]

Date of Subscription Agreement:

If non-syndicated, name of relevant Dealer:

[Not Applicable/give name]

U.S. Selling Restrictions:

[Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]

GENERAL INFORMATION

- (1) The listing of the Notes on the Official List will be expressed as a percentage of their nominal amount (exclusive of accrued interest). It is expected that listing of the Notes on the Official List and admission of the Notes to trading on the Market will be granted on or about 19 June 2015, subject only to the issue of a temporary or permanent Global Note (or one or more Certificates) in respect of each Tranche. Prior to official listing and admission to trading, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions on the London Stock Exchange will normally be effected for delivery on the third working day after the day of the transaction. However, Unlisted Notes may be issued pursuant to the Programme.
- (2) The Issuer has obtained all necessary consents, approvals and authorisations in the UAE in connection with the establishment of the Programme. The establishment of the Programme was authorised by resolutions of the extraordinary general meeting of the shareholders of the Issuer and the Board of Directors, in each case passed on 22 November 2005. The increase in the amount of the Programme to U.S.\$7,500,000,000 was authorised by resolutions of the extraordinary general meeting of the shareholders of the Issuer and the Board of Directors on 12 March 2013 and 29 January 2013, respectively.
- (3) There has been no significant change in the financial or trading position of the Issuer or the Group since 31 March 2015 and no material adverse change in the prospects of the Issuer or the Group since 31 December 2014.
- (4) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer or the Group.
- (5) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms or Pricing Supplement, as applicable.
- (6) The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg. The address of any alternative clearing system will be specified in the relevant Final Terms.
- (7) During the period of 12 months following the date of this Base Prospectus, the following documents will be available, during usual business hours on any weekday (Fridays, Saturdays and public holidays excepted), for inspection at the registered office of the Issuer:
 - (i) the Memorandum and Articles of Association of the Issuer; and
 - (ii) the audited consolidated annual financial statements of the Issuer for each of the financial years ended 31 December 2014 and 2013, together with the report of KPMG as auditor of the Issuer relating thereto.
- (8) KPMG (authorised and regulated by UAE Federal Law No. 22 of 1995) have audited, and rendered unqualified audit reports on, the audited consolidated annual financial statements of the Issuer for the years ended 31 December 2014 and 2013.
- (9) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely

affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

THE ISSUER

National Bank of Abu Dhabi P.J.S.C.

One NBAD Tower
Sheikh Khalifa Street
P.O. Box 4
Abu Dhabi
United Arab Emirates

ARRANGERS

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

National Bank of Abu Dhabi P.J.S.C.

One NBAD Tower
Sheikh Khalifa Street
P.O. Box 4
Abu Dhabi
United Arab Emirates

DEALERS

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BNP Paribas
10 Harewood Avenue
London NW1 6AA
United Kingdom

Citigroup Global Markets Limited

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

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

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

J.P. Morgan Securities plc

25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

National Bank of Abu Dhabi P.J.S.C.

One NBAD Tower
Sheikh Khalifa Street
P.O. Box 4
Abu Dhabi
United Arab Emirates

Société Générale

10 Bishops Square
London E1 6EG
United Kingdom

Standard Chartered Bank

P.O. Box 999
Dubai
United Arab Emirates

FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

REGISTRAR, PAYING AGENT AND TRANSFER AGENT

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

AUDITORS TO THE ISSUER

KPMG

Falcon Tower, 15th Floor
Al Nasr Street
P.O. Box 7613
Abu Dhabi
United Arab Emirates

LEGAL ADVISERS

to the Issuer as to English law and United Arab Emirates law

Clifford Chance LLP

9th Floor
Al Sila Tower
Abu Dhabi Global Market Square
P.O. Box 26492
Abu Dhabi
United Arab Emirates

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

Allen & Overy LLP

11th Floor, Burj Daman Building
Al Sa'ada Street
Dubai International Financial Centre
P.O. Box 506678
Dubai
United Arab Emirates