

Information Memorandum



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

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

A\$2,000,000,000 Australian and New Zealand Domestic Debt Issuance Programme

*The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia ("**Banking Act**"), nor is the Issuer a registered bank under the Reserve Bank of New Zealand Act 1989 of New Zealand ("**Reserve Bank Act**"). The Debt Instruments are not obligations of the Australian Government, the New Zealand Government nor of any other government and, in particular, are not guaranteed by the Commonwealth of Australia nor Her Majesty the Queen in right of New Zealand.*

*Debt Instruments will only be offered in circumstances which do not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act 2001 of Australia ("**Corporations Act**") or the Securities Act 1978 of New Zealand ("**N.Z. Securities Act**") and which result in compliance with the terms of the exemption from section 66 of the Banking Act that is available to the Issuer.*

Dealers

**Australia and New Zealand Banking Group Limited
Merrill Lynch
UBS AG, Australian Branch**

The date of this Information Memorandum is 10 November 2010

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Important Notice

Introduction

This Information Memorandum relates to a debt issuance programme ("**Programme**") established by the National Bank of Abu Dhabi P.J.S.C. ("**Issuer**" or "**NBAD**"), a public joint stock company incorporated with limited liability in Abu Dhabi, the United Arab Emirates ("**UAE**"), under which medium term notes and other debt securities (collectively referred to as "**Debt Instruments**") may, from time to time, be issued up to the Programme Amount (as defined in the section entitled "Summary of the Programme" below).

The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act, nor is the Issuer a registered bank under the Reserve Bank Act. The Debt Instruments are not obligations of the Australian Government, the New Zealand Government nor of any other government and, in particular, are not guaranteed by the Commonwealth of Australia nor Her Majesty the Queen in right of New Zealand.

Issuer's responsibility

This Information Memorandum has been prepared by, and issued with the authority of, the Issuer.

The Issuer accepts responsibility for the information contained in this Information Memorandum other than information provided by the Dealers and the Agents (each as defined in the section entitled "Summary of the Programme" below) in relation to their respective descriptions in the section entitled "Directory" below.

Place of issuance

Subject to applicable laws, regulations and directives, the Issuer may issue Debt Instruments under the Programme in any country including Australia, New Zealand and countries in Europe and Asia, but not in the United States of America unless such Debt Instruments are registered under the United States Securities Act of 1933 (as amended) ("**U.S. Securities Act**") or an exemption from the registration requirements is available.

Terms and conditions of issue

Debt Instruments will be issued in series (each a "**Series**"). Each Series may comprise one or more tranches (each a "**Tranche**") having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price and the first payment of interest).

Each issue of Debt Instruments will be made pursuant to such documentation as the Issuer may determine. A pricing supplement and/or another supplement to this Information Memorandum (each a "**Pricing Supplement**") will be issued for each Tranche or Series of Debt Instruments. A Pricing Supplement for a Tranche or Series of Debt Instruments will contain details of the initial aggregate principal amount, issue price, issue date, maturity date, details of interest (if any) payable together with any other terms and conditions not set out in this Information Memorandum that may be applicable to that Tranche or Series of Debt Instruments. The terms and conditions ("**Conditions**") applicable to the Debt Instruments are included in this Information Memorandum and may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Debt Instruments.

The Issuer may also publish a supplement to this Information Memorandum (or additional Information Memoranda) which describes the issue of Debt Instruments (or particular classes of Debt Instruments) not otherwise described in this Information Memorandum. A Pricing Supplement may also supplement, amend, modify or replace any statement or information set out in this Information Memorandum.

Documents incorporated by reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. References to “**Information Memorandum**” are to this Information Memorandum and any other document incorporated by reference and to any of them individually.

The following documents are incorporated in, and taken to form part of, this Information Memorandum:

- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time and all documents stated herein or therein to be incorporated in this Information Memorandum;
- the most recently published auditors report and audited consolidated annual financial statements of the Issuer;
- the most recently published condensed interim financial statements of the Issuer from time to time;
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all other documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum shall be modified or superseded in this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference into this Information Memorandum modifies or supersedes such statement (including whether expressly or by implication).

Except as provided above, no other information, including any information on the internet sites of the Issuer or in any document incorporated by reference in any of the documents described above, is incorporated by reference into this Information Memorandum.

Copies of documents which are incorporated by reference in this Information Memorandum may be obtained from the offices of the Issuer or from such other person specified in a Pricing Supplement.

Investors should review, amongst other things, the documents which are deemed to be incorporated in this Information Memorandum by reference when deciding whether or not to purchase any Debt Instruments.

References to internet site addresses

Any internet site addresses provided in this Information Memorandum are for reference only and the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

No independent verification

The only role of the Dealers and the Agents and their respective shareholders, subsidiaries, related bodies corporate, officers employees, representatives, affiliates or advisers in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective descriptions in the section entitled “Directory” below are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Dealers or the Agents has independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted, by any of them, as to the accuracy or

completeness of this Information Memorandum or any further information supplied by the Issuer in connection with the Programme.

The Dealers and the Agents and their respective shareholders, subsidiaries, related bodies corporate, officers employees, representatives, affiliates or advisers expressly do not undertake to review the financial condition or affairs of the Issuer or any of its affiliates at any time or to advise any holder of a Debt Instrument of any information coming to their attention with respect to the Issuer and make no representations as to the ability of the Issuer to comply with its obligations under the Debt Instruments.

Intending purchasers to make independent investment decision and obtain tax advice

This Information Memorandum contains only summary information concerning the Debt Instruments. The information contained in this Information Memorandum is not intended to provide the basis of any credit or other evaluation in respect of the Issuer or any Debt Instruments and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by any of the Issuer, the Dealers or any Agent that any recipient of this Information Memorandum should subscribe for, purchase or otherwise deal in any Debt Instruments or any rights in respect of any Debt Instruments.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Debt Instruments or any rights in respect of any Debt Instruments should:

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer;
- determine for themselves the relevance of the information contained in this Information Memorandum, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own tax advisers concerning the application of any tax laws applicable to their particular situation.

No advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Debt Instruments or rights in respect of them and each investor is advised to consult its own professional adviser.

No offer

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, the Dealers or the Agents to any person to subscribe for, purchase or otherwise deal in any Debt Instruments.

Selling restrictions and no disclosure

Neither this Information Memorandum nor any other disclosure document in relation to the Debt Instruments has been, or will be, lodged with the Australian Securities and Investment Commission (“ASIC”). No action has been taken which would permit an offering of the Debt Instruments in circumstances that would require disclosure under Parts 6D.2 or 7.9 of the Corporations Act or under the N.Z. Securities Act.

This Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act or the N.Z. Securities Act. The distribution and use of this Information Memorandum, including any Pricing Supplement, advertisement or other offering material, and the offer or sale of Debt Instruments may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about them and observe any such restrictions.

For a description of certain restrictions on offers, sales and deliveries of the Debt Instruments, and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Debt Instruments see the section entitled “Selling Restrictions” below.

None of the Issuer, the Dealers or the Agents represents that this Information Memorandum may be lawfully distributed, or that any Debt Instruments may be lawfully offered in compliance with any applicable registration or other requirements in any jurisdiction, or under an exemption available in such jurisdiction, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by those parties which would permit a public offering of any Debt Instruments or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

In addition, a person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Debt Instruments, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Debt Instruments except if the offer or invitation, or distribution or publication, complies with all applicable laws, regulations and directives. In particular, the Debt Instruments may only be offered, issued, sold, transferred and/or delivered in, or into, Australia in compliance with Banking (Exemption) Order No. 82 dated 23 September 1996 promulgated by the Assistant Treasurer of Australia (“**Banking (Exemption) Order No. 82**”) (and which, as at the date of this Information Memorandum, and amongst other things, requires all offers and trades of any parcels of Debt Instruments to be for a minimum consideration of at least A\$500,000).

No registration in the United States

The Debt Instruments have not been, and will not be, registered under the U.S. Securities Act. The Debt Instruments may not be offered, sold, delivered or transferred, at any time, within the United States of America, its territories or possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act (“**Regulation S**”)) except in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act.

No authorisation

No person has been authorised to give any information or make any representations not contained in or consistent with this Information Memorandum in connection with the Issuer, the Programme or the issue or sale of the Debt Instruments and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer, the Dealers or any of the Agents.

Agency and distribution arrangements

The Issuer has agreed to pay fees to the Agents for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme.

The Issuer may also pay a Dealer a fee in respect of the Debt Instruments subscribed by it, may agree to reimburse the Dealers for certain expenses incurred in connection with this Programme and may indemnify the Dealers against certain liabilities in connection with the offer and sale of Debt Instruments.

The Issuer, the Dealers and the Agents, and their respective, related entities, directors, officers and employees may have pecuniary or other interests in the Debt Instruments and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in any Debt Instruments.

References to credit ratings

There are references in this Information Memorandum to credit ratings. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant assigning organisation.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Currencies

In this Information Memorandum, references to “**A\$**” or “**Australian dollars**” are to the lawful currency of the Commonwealth of Australia, reference to “**NZ\$**” or “**New Zealand dollars**” are to the lawful currency of New Zealand and references to “**AED**” or “**United Arab Emirates Dirham**” are to the lawful currency of the United Arab Emirates.

Currency of information

The information contained in this Information Memorandum is prepared as of its Preparation Date. Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct, that any other information supplied in connection with the Programme is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer at any time subsequent to the Preparation Date. In particular, the Issuer is not under any obligation to any person to update this Information Memorandum at any time after an issue of Debt Instruments.

In this Information Memorandum, “**Preparation Date**” means:

- in relation to this Information Memorandum, the date indicated on its face or, if this Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- in relation to annual reports and any financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

Summary of the Programme

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Debt Instruments, the applicable Conditions and any relevant Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Conditions. A reference to a "Pricing Supplement" does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular Tranche or Series of Debt Instruments.

Issuer: The National Bank of Abu Dhabi P.J.S.C. ("**Issuer**" or "**NBAD**"), a public joint stock company incorporated with limited liability in Abu Dhabi, the United Arab Emirates.

The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act, nor is the Issuer a registered bank under the Reserve Bank Act. The Debt Instruments are not the obligations of the Australian Government, the New Zealand Government nor of any other government and, in particular, are not guaranteed by the Commonwealth of Australia nor Her Majesty the Queen in right of New Zealand.

Programme description: A non-underwritten debt issuance programme under which, subject to applicable laws, regulations and directives, the Issuer may elect to issue medium term notes and other debt securities (collectively referred to as "**Debt Instruments**") in the Australian and New Zealand domestic capital markets in registered uncertificated form.

Subject to all applicable laws, regulations and directives, the Issuer may issue Debt Instruments in any country, including Australia and countries in Europe and Asia but not in the United States of America unless such Debt Instruments are registered under the U.S. Securities Act or an exemption from the registration requirements is available.

Programme Amount: A\$2,000,000,000 (or its equivalent in other currencies and as that amount may be increased from time to time).

Programme Term: The term of the Programme continues until terminated by the Issuer giving 30 days' notice to the Dealers then appointed to the Programme generally or earlier by agreement between all parties to the Dealer Agreement dated 10 November 2010 ("**Dealer Agreement**").

Dealers: Australia and New Zealand Banking Group Limited
Merrill Lynch International (Australia) Ltd
UBS AG, Australia Branch

Contact details and particulars of the Australian Business Number and Australian financial services licence number for each of the above named Dealers are set out in the in the section entitled "Directory" below.

Additional Dealers may be appointed by the Issuer from time to time for a specific Tranche or Series of Debt Instruments only or to the Programme generally.

Registrar: The registrar for a particular Tranche or Series will be:

(a) in the case of Australian Domestic Notes, BTA Institutional Services Australia Limited ("**Australian Registrar**");

(b) in the case of New Zealand Domestic Notes, Computershare Investor

Services Limited (“**New Zealand Registrar**”); and/or

- (c) any other person appointed by the Issuer to perform registry functions and establish and maintain a Register (as defined below) on the Issuer’s behalf from time to time,

each a “**Registrar**” and together, the “**Registrars**”. Details of additional appointments in respect of a Tranche or Series will be notified in the relevant Pricing Supplement.

Issue and Paying Agent:

The issue and paying agent for a particular Tranche or Series will be:

- (a) in the case of Australian Domestic Notes, BTA Institutional Services Australia Limited;
- (b) in the case of New Zealand Domestic Notes, Computershare Investor Services Limited; and/or
- (c) any other person appointed by the Issuer to act as issuing agent or paying agent on the Issuer’s behalf from time to time,

each an “**Issue and Paying Agent**” and together, the “**Issue and Paying Agents**”. Details of additional appointments in respect of a Tranche or Series will be notified in the relevant Pricing Supplement.

Calculation Agents:

If a Calculation Agent is required for the purpose of calculating any amount or making any determination under a Debt Instrument, such appointment will be notified in the relevant Pricing Supplement. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed, the calculation of interest, principal and other payments in respect of the relevant Debt Instruments will be made by the Issuer.

Agents:

Each Registrar, Issue and Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Tranche or Series of Debt Instruments (details of such appointment will be set out in the relevant Pricing Supplement).

Form of Debt Instruments:

Debt Instruments will be issued in registered uncertificated form and will be debt obligations of the Issuer which are constituted by, and owing under, the Australian Debt Instrument Deed Poll dated 10 November 2010 (“**Australian Deed Poll**”) or the New Zealand Debt Instrument Deed Poll to be executed by the Issuer and specified in an applicable Pricing Supplement (“**New Zealand Deed Poll**”) (as the case may be), as amended or supplemented from time to time, or such other deed poll executed by the Issuer as may be specified in an applicable Pricing Supplement (each a “**Deed Poll**”).

Debt Instruments take the form of entries in a register (“**Register**”) maintained by the Registrar.

Status and ranking:

Debt Instruments will constitute direct, unconditional, unsubordinated and (subject to Condition 5 (“**Negative pledge**”)) unsecured obligations of the Issuer, as described in Condition 4 (“**Status**”).

Debt Instruments shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Issuer under the Debt Instruments shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 5 (“**Negative pledge**”), at all times rank at least equally with all other unsecured and unsubordinated

indebtedness and monetary obligations of the Issuer, present and future.

- Negative pledge: Debt Instruments will include a negative pledge, as described in Condition 5 (“Negative pledge”).
- Issuance in Series: Debt Instruments will be issued in Series. Each Series may comprise one or more Tranches having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price and the first payment of interest). The Debt Instruments of each Tranche of a Series are intended to be fungible with the other Tranches of Debt Instruments of that Series.
- Maturities: Subject to all applicable laws, regulations and directives, Debt Instruments may have any maturity as may be specified in the applicable Pricing Supplement or as may be agreed between the Issuer and the relevant purchasing Dealer.
- Currencies: Subject to all applicable laws, regulations and directives, Debt Instruments will be denominated in:
- (a) in respect of Australian Domestic Notes, Australian dollars;
 - (b) in respect of New Zealand Domestic Notes, New Zealand dollars; or
 - (c) such other currencies as may be specified in the relevant Pricing Supplement.
- Issue Price: Debt Instruments may be issued at any price on a fully or partly paid basis, as specified in the relevant Pricing Supplement.
- Interest: Debt Instruments may or may not bear interest. Interest (if any) may be at a fixed, floating or other variable rate and may vary during the lifetime of the relevant Series.
- Denominations: Debt Instruments will be offered (directly or indirectly) for issue, or applications invited for the issue of Debt Instruments, in the single denomination specified in the relevant Pricing Supplement, provided that:
- (a) in relation to Debt Instruments offered in Australia:
 - (i) the aggregate consideration payable to the Issuer by the relevant subscriber is at least A\$500,000 (or its equivalent in an alternative currency, disregarding money lent by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting issue) does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
 - (ii) the offer or invitation (including any resulting issue):
 - (A) does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
 - (B) complies with Banking (Exemption) Order No. 82 (and which, as at the date of this Information Memorandum, requires all offers and trades of any parcels of Debt Instruments to be for a minimum consideration of at least A\$500,000);

- (b) in relation to Debt Instruments offered in New Zealand:
 - (i) the aggregate consideration payable in respect of an issue or transfer is not less than NZ\$500,000 (disregarding any money payable or paid, out of money lent by the Issuer, the offeror, or any associated person of the Issuer or the offeror); or
 - (ii) the Debt Instruments are issued or transferred to persons whose principal business is the investment of money, or who, in the course of and for the purposes of their business, habitually invest money within the meaning of the N.Z. Securities Act; and
- (c) at all times, the offer or invitation (including any resulting issue) complies with all other applicable laws, regulations and directives of the jurisdiction in which the offer, invitation or issue takes place .

Clearing Systems: Debt Instruments may be transacted either within or outside any Clearing System (as defined below).

The Issuer may apply to Austraclear Ltd (ABN 94 002 060 773) ("**Austraclear**") for approval for Australian Domestic Notes to be traded on the clearing and settlement system operated by it ("**Austraclear System**"). Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Australian Domestic Notes. The rights of a holder of interests in a Debt Instrument

held through the Austraclear System are subject to the rule and regulations of the Austraclear System.

The Issuer may apply to the Reserve Bank of New Zealand ("**RBNZ**") for approval for the New Zealand Domestic Notes to be traded on the clearing and settlement system operated by it ("**NZClear System**"). Such approval is not a recommendation or endorsement by RBNZ of the New Zealand Domestic Notes.

Interests in Debt Instruments may also be traded on the settlement system operated by Euroclear Bank S.A./N.V. ("**Euroclear**"), the settlement system operated by Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or any other clearing system outside Australia specified in the relevant Pricing Supplement (the Austraclear System, the NZClear System, Euroclear, Clearstream, Luxembourg and any other clearing system so specified, each a "**Clearing System**").

Interests in Debt Instruments traded in the Austraclear System may be held through Euroclear or Clearstream, Luxembourg. In these circumstances and as at the date of this Information Memorandum, entitlements in respect of holdings of interests in Debt Instruments in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in Debt Instruments in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of JPMorgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg. Interests in Debt Instruments traded in the NZClear System may be held through Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in Debt Instruments in Euroclear would be held in the NZClear System by a nominee of Euroclear (currently HSBC Nominees (New Zealand) Limited) while entitlements in respect of holdings of interests in Debt Instruments in Clearstream, Luxembourg would be held in the NZClear System by a nominee of Clearstream, Luxembourg (currently JP Morgan

Nominees Australia Limited).

The rights of a holder of interests in a Debt Instrument held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System and the NZClear System, as the case may be. In addition, any transfer of interests in a Debt Instrument, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded (i) in the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration summarised in the section headed "Transfer procedure" below; (ii) in the NZClear System, be subject to the requirements summarised in the section headed "Transfer procedure" below.

The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

Title: Entry of the name of the person in the Register in respect of a Debt Instrument in registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Debt Instrument subject to correction for fraud or proven error.

Title to Debt Instruments which are held in a Clearing System will be determined in accordance with the rules and regulations of the relevant Clearing System.

Debt Instruments which are held in the Austraclear System will be registered in the name of Austraclear.

Debt Instruments held in the NZClear System will be registered in the name of New Zealand Central Securities Depository Limited ("**NZCSD**").

Title to other Debt Instruments will depend on the form of those Debt Instruments as specified in the relevant Pricing Supplement.

No certificates in respect of any Debt Instruments will be issued unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law, regulation or directive.

Other Debt Instruments: The Issuer may from time to time issue Debt Instruments in a form not specifically contemplated in this Information Memorandum. Terms applicable to any other type of Debt Instrument that the Issuer and any relevant Dealer(s) or other investor(s) may agree to issue under the Programme will be set out in the relevant Pricing Supplement or other supplement to this Information Memorandum.

Payments and Record Date: In relation to Australian Domestic Notes:

- (a) payments will be made to the persons whose names are entered in the Register as at 5.00pm (Sydney time) on the eighth calendar day before a payment date, or, any other date so specified in the relevant Pricing Supplement; and
- (b) payments to persons who hold Debt Instruments through the Austraclear System will be made by transfer to their relevant account in accordance with the Austraclear Regulations (as

defined in the Conditions).

In relation to New Zealand Domestic Notes:

- (a) payments of interest will be made to the persons whose names are entered in the Register at the close of business on the tenth calendar day before a payment date or such other period specified in the relevant Pricing Supplement. Payments of principal will be made to the persons whose names are in the Register at the close of business on the tenth calendar day before the payment date; and
- (b) payments to persons who hold Debt Instruments through the NZClear System will be made by transfer to their relevant account in accordance with the NZ Clear Regulations (as defined in the Conditions).

If Debt Instruments are not held in a Clearing System, payments will be made to the account of the registered holder noted in the Register. If no account is notified, then payments will be made by cheque mailed on the payment date to the registered holder at its address appearing in the Register at the close of business on the Record Date (as defined in the Conditions).

Early Redemption: Debt Instruments may be redeemed prior to scheduled maturity as more fully set out in the Conditions and the relevant Pricing Supplement.

Debt Instruments traded in a Clearing System will be redeemed through that Clearing System in a manner that is consistent with the rules and regulations of that Clearing System.

Selling restrictions: The offer, sale and delivery of Debt Instruments and the distribution of this Information Memorandum and other material in relation to any Debt Instruments are subject to such restrictions as may apply in any country in connection with the offer and sale of a particular Tranche or Series of Debt Instruments.

In particular, restrictions on the offer, sale or delivery of Debt Instruments in Australia, the United Arab Emirates, the Dubai International Financial Centre, the United Kingdom, the United States of America, Hong Kong, Japan, Singapore, New Zealand and the European Economic Area are set out in the section entitled "Selling Restrictions" below.

Restrictions on the offer, sale and/or distribution of Debt Instruments may also be set out in the relevant Pricing Supplement.

Transfer procedure: Debt Instruments may only be transferred in whole.

Unless otherwise specified in an applicable Pricing Supplement, Debt Instruments may only be transferred if:

- (a) in the case of Debt Instruments to be transferred in, or into, Australia:
 - (i) the offer or invitation giving rise to the transfer is for an aggregate consideration of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the transferor or its associates to the transferee) or does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
 - (ii) the transfer is not to a "retail client" for the purposes of

section 761G of the Corporations Act; and

- (iii) the transfer complies with Banking (Exemption) Order No. 82 (and which, as at the date of this Information Memorandum, requires all offers and trades of any parcels of Debt Instruments to be for a minimum consideration of at least A\$500,000);
- (b) in the case of Debt Instruments to be transferred in, or into, New Zealand:
 - (i) the offer or invitation giving rise to the transfer is for an aggregate consideration of at least NZ\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding any money payable, or paid, out of money lent by the transferor or any associated person of the transferor); or
 - (ii) the Debt Instrument is transferred to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money within the meaning of the N.Z. Securities Act; and
- (c) at all times, the transfer complies with all applicable laws, regulations and directives of the jurisdiction in which the transfer takes place.

Transfers of Debt Instruments held in a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

Restrictions on the transfer of Debt Instruments may also be set out in the relevant Pricing Supplement.

Stamp duty: Any stamp duty incurred at the time of issue of the Debt Instruments will be for the account of the Issuer. Any stamp duty incurred on a transfer of Debt Instruments will be for the account of the relevant investors.

As at the date of this Information Memorandum, no Australian or New Zealand stamp duty is payable on the issue, transfer or redemption of the Debt Instruments. However, investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer of Debt Instruments, or interests in Debt Instruments, in any jurisdiction.

Taxes: A brief overview of the Australian, New Zealand and the United Arab Emirates' taxation treatment of payments of interest on Debt Instruments is set out in the section entitled "Taxation" below. However, investors should obtain their own taxation advice regarding the taxation status of investing in any Debt Instruments.

United Arab Emirates withholding Tax: All payments with respect to the Debt Instruments will be made free and clear of withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in the United Arab Emirates ("**UAE**") or any political subdivision thereof or therein having power to tax, except as provided in Condition 14 ("Taxation").

Listing: The Issuer may elect to apply to list one or more Tranches or Series of:

- (a) Australian Domestic Notes on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691)

(“**ASX**”);

- (b) New Zealand Domestic Notes on the stock market operated by the NZX Limited (“**NZX**”); or
- (c) Debt instruments on any other stock or securities exchange (in accordance with applicable laws, regulations and directives).

Australian Domestic Notes which are quoted on the ASX will not be transferred through, or registered on, the Clearing House Electronic Sub-Register System (CHES) operated by ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532) and will not be “Approved Financial Products” for the purposes of that system.

New Zealand Domestic Notes which are listed on the NZX will be transferred and registered through the Fully Automatic Screen Trading and Electronic Registration Trading System (“**FASTER**”).

The applicable Pricing Supplement in respect of the issue of any Tranche of Debt Instruments will specify whether or not such Debt Instruments will be quoted on any stock or securities exchange.

Governing law:

The Debt Instruments and all related documentation will be governed by the laws of New South Wales, Australia, except for the New Zealand Domestic Notes, the Agency Agreement entered into with the New Zealand Registrar and the New Zealand Deed Poll, which will be governed by the laws of New Zealand. The Issuer has:

- submitted to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them and the courts of New Zealand, as the case may be, in relation to the Debt Instruments and related documentation governed by the laws of those jurisdictions;
- waived any right it has to object to an suit, action or proceedings being brought in those courts;
- appointed agents for the service of process in New South Wales, Australia and New Zealand; and
- irrevocably and unconditionally waived with respect to the Debt Instruments any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence.

Enforcing foreign judgments in the UAE

Under current UAE federal law, the courts in the UAE are unlikely to enforce a judgment given by the courts of New South Wales, Australia or the courts of New Zealand, as the case may be, without re-examining the merits of the claim and may not observe the choice by the parties of the laws of New South Wales, Australia or the laws of New Zealand as the governing law of the Debt Instruments.

The law applied in the UAE is not capable of conclusive interpretation, as judicial precedents in the UAE have no binding effect on subsequent decisions. In addition, court decisions in the UAE are generally not recorded. These factors create greater judicial uncertainty.

Use of proceeds: The net proceeds from each issue of Debt Instruments will be used by the Issuer for its general operations.

Investors to obtain independent advice with respect to investment and other risks: This Information Memorandum does not describe the risks of an investment in any Debt Instruments. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Debt Instruments and the suitability of investing in the Debt Instruments in light of their particular circumstances.

Description of the Issuer

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 70.5% of the Issuer's share capital.

The Issuer operates in the UAE under a banking licence granted by the Central Bank of the UAE. Its registered office address is P.O. Box 4, Abu Dhabi, United Arab Emirates (telephone number: +97126111111).

As at 30 September 2010, the Issuer was the second largest bank in the UAE in terms of assets and number of branches with 107 domestic branches and cash offices and over 380 automatic teller machines. It is one of the primary bankers to the Government of Abu Dhabi and public sector companies in the UAE. It is a leading corporate bank and has strong retail banking, investment banking, stockbroking and treasury operations. As at 30 September 2010, it had 49 international branches, cash offices and subsidiaries including one representative office.

Currently, the Issuer is structured into six major business divisions, which form the basis of the primary segment reporting information in the Issuer's consolidated financial information. These are Domestic Banking, Financial Markets, International Banking, Corporate and Investment Banking, Global Wealth and Islamic Banking.

Conditions of the Debt Instruments

The following are the conditions which, as supplemented, amended, modified or replaced by the applicable Pricing Supplement, apply to each Debt Instrument constituted by the Deed Poll (“Conditions”). References to the “Pricing Supplement” in these Conditions do not limit the provisions which may be supplemented, amended, modified or replaced by the Pricing Supplement in relation to a particular Series of Debt Instruments.

Part 1 Introduction

1 Interpretation

1.1 Definitions

In these Conditions the following expressions have the following meanings:

Additional Amount means an additional amount payable by the Issuer under Condition 14.2 (“Withholding tax”);

Agency Agreement means:

- (a) in the case of Australian Domestic Notes, the Australian Agency Agreement;
- (b) In the case of New Zealand Domestic Notes, the New Zealand Agency Agreement;
- (c) any other agreement between the Issuer and a Registrar in relation to the establishment and maintenance of a Register (and/or the performance of any payment or other duties) for any issue of Debt Instruments; and/or
- (d) any other agency agreement between the Issuer and an Agent in connection with any issue of Debt Instruments;

Agent means:

- (a) in the case of Australian Domestic Notes, the Australian Registrar;
- (b) in the case of New Zealand Domestic Notes, the New Zealand Registrar;
- (c) the Calculation Agent; and
- (d) any additional agent appointed under an Agency Agreement, or any of them as the context requires;

Amortised Face Amount means, in relation to a Zero Coupon Debt Instrument, an amount equal to the sum of:

- (a) the Reference Price specified in the Pricing Supplement; and
- (b) the amount resulting from the application of the Accrual Yield specified in the Pricing Supplement (compounded annually) to the Reference Price from (and including) the Issue Date to (but excluding) the later of:
 - (i) the date fixed for redemption or (as the case may be) the earlier date the Debt Instrument becomes due and repayable; and
 - (ii) the date on which payment is made to Holders under Condition 11.9 (“Late payment”),

as further adjusted, if applicable, in the manner specified in the Pricing Supplement;

If the calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year must be made on the basis of the Day Count Fraction specified in the Pricing Supplement;

Austraclear means Austraclear Ltd (ABN 94 002 060 773);

Austraclear Regulations means the regulations known as the “Austraclear Regulations”, together with any instructions or directions, (as amended or replaced from time to time) established by Austraclear to govern the use of the Austraclear System and binding on the participants in that system;

Austraclear System means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of that system;

Australian Agency Agreement means the agreement entitled “Agency and Registry Services Agreement” dated 10 November 2010 between the Issuer and the Australian Registrar;

Australian Domestic Notes means a Debt Instrument denominated in Australian dollars, which may be cleared through the Austraclear System and/or any other Clearing System as specified in the applicable Pricing Supplement;

Australian Registrar means, in relation to Australian Domestic Notes, BTA Institutional Services Australia Limited (ABN 48 002 916 396) or such other person appointed by the Issuer pursuant to an Agency Agreement to maintain a Register in respect of Australian Domestic Notes and perform such payment and other duties as specified in that agreement;

Business Day means a day (not being a Saturday, Sunday or public holiday in the relevant place) on which banks are open for general banking business in:

- (a) for Australian Domestic Notes, Sydney;
- (b) for New Zealand Domestic Notes, Auckland;
- (c) any Relevant Financial Centre specified in the Pricing Supplement; and
- (d) if a Debt Instrument to be held in a Clearing System is to be issued or a payment is to be made in respect of a Debt Instrument held in any Clearing System on that day, a day on which each applicable Clearing System in which the relevant Debt Instrument is lodged is operating;

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following conventions, where specified in the Pricing Supplement in relation to any date applicable to any Debt Instrument, have the following meanings:

- (a) **Floating Rate Convention** means that the date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
 - (i) that date is brought forward to the first preceding day that is a Business Day; and
 - (ii) each subsequent Interest Payment Date is the last Business Day in the month which falls the number of months or other period specified as the

Interest Period in the Pricing Supplement after the preceding applicable Interest Payment Date occurred;

- (b) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (c) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (d) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day; and
- (e) **No Adjustment** means that the relevant date must not be adjusted in accordance with any Business Day Convention.

If no convention is specified in the Pricing Supplement, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates;

Calculation Agent means, in respect of a Debt Instrument, any person appointed by the Issuer under an Agency Agreement and specified in the Pricing Supplement as the party responsible for calculating the Interest Rate and other amounts required to be calculated under these Conditions;

Clearing System means in respect of a Debt Instrument:

- (a) the Austraclear System;
- (b) the NZClear System; and/or
- (c) any other clearing system,

in each case as specified in the Pricing Supplement;

Conditions means, in relation to a Debt Instrument, these terms and conditions as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such Debt Instrument and references to a particular numbered Condition shall be construed accordingly;

Control means the acquisition or control of a majority of the voting share capital of the Issuer or the right to appoint and/or remove all or the majority of the members of the Issuer's board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise;

Day Count Fraction means, in respect of the calculation of interest on a Debt Instrument for any period of time ("**Calculation Period**"), the day count fraction specified in the Pricing Supplement and:

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

- (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period, and (2) the number of Regular Periods normally ending in any year;
- (b) if “**Actual/Actual**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

- “**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
 - “**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
 - “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
 - “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
 - “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
 - “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;
- (f) if “**30E/360**” or “**Eurobond basis**” is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (g) if “**30E/360 (ISDA)**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (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 Calculation 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;
- (h) if “**RBA Bond Basis**” or “**Australian Bond Basis**” is so specified, means one divided by the number of Interest Payment Dates in a year; and
- (i) if “**RBNZ Bond Basis**” or “**NZ Govt Bond Basis**” is so specified, means one divided by the number of Interest Payment Dates in a year.

Debt Instrument means each form of bond, note (including Australian Domestic Notes and New Zealand Domestic Notes), debt security, debt instrument or debt obligation specified in an applicable Pricing Supplement and issued or to be issued by the Issuer which is constituted by, and owing under, the Deed Poll and the details of which are recorded in, and evidenced by entry in, the Register. References to any particular type of “Debt Instrument” or “Debt Instruments” shall be read and construed accordingly. All references to Debt

Instruments must, unless the context otherwise requires, be read and construed as references to the Debt Instruments of a particular Series;

Deed Poll means:

- (a) in the case of Australian Domestic Notes, the deed poll entitled “Australian Debt Instrument Deed Poll” and dated 10 November 2010;
- (b) in the case of New Zealand Domestic Notes, the deed poll entitled “New Zealand Debt Instrument Deed Poll” to be executed by the Issuer as specified in the relevant Pricing Supplement; and
- (c) such other deed poll that supplements, amends, restates, modifies or replaces the deed poll referred to above, or which is otherwise acknowledged in writing to be a deed poll for the purposes of the Programme or any Debt Instruments,

in each case, executed by the Issuer and specified in the Pricing Supplement;

Denomination means the notional face value of a Debt Instrument specified in the Pricing Supplement;

Depository means the New Zealand Central Securities Depository Limited or any other entity appointed from time to time by the Operator, under the NZClear Regulations, as the depository trustee to hold securities on the NZClear System;

Early Redemption Amount means the early redemption amount specified in, or determined in accordance with, the Pricing Supplement;

Encumbrance means any mortgage, charge, lien, pledge or other security interest;

Event of Default means an event so described in Condition 16 (“Events of Default”);

Excluded Subsidiary 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 or indemnity or any other form of assurance, undertaking or support from the Issuer or any of its Principal Subsidiaries;

External Indebtedness means any obligation for the payment or repayment of money borrowed which is denominated in a currency other than the lawful currency of the United Arab Emirates;

Extraordinary Resolution has the meaning given in the Meetings Provisions;

Fixed Rate Debt Instrument means a Debt Instrument on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on any other dates as specified in the Pricing Supplement;

Floating Rate Debt Instrument means a Debt Instrument on which interest is calculated at a floating rate payable monthly or 2, 3, 6, or 12 monthly or in respect of any other period or on any other date specified in the Pricing Supplement;

Group means the Issuer and its Subsidiaries taken as a whole;

Holder means, in respect of a Debt Instrument, each person whose name is entered in the Register as the holder of that Debt Instrument.

For the avoidance of doubt, where a Debt Instrument is held in a Clearing System, references to a Holder include the operator of that system or a nominee for that operator or a common

depository for one or more Clearing Systems (in each case acting in accordance with the rules and regulations of the Clearing System or Systems);

Indebtedness includes any obligation for the payment or repayment of money, whether present or future, actual or contingent;

Index Linked Debt Instrument means a Debt Instrument in respect of which the amount payable in respect of interest is calculated by reference to an index or a formula or both as specified in the Pricing Supplement;

Index Linked Redemption Debt Instrument means a Debt Instrument in respect of which the amount payable in respect of principal is calculated by reference to an index or a formula or both as specified in the Pricing Supplement;

Information Memorandum means, in respect of a Debt Instrument:

- (a) the Information Memorandum dated 10 November 2010 or the then latest information memorandum which replaces that document; or
- (b) the information memorandum or other offering document referred to in the Pricing Supplement,

in each case prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of that Debt Instrument and all documents incorporated by reference in it, including any applicable Pricing Supplement and any other applicable amendments or supplements to it;

Instalment Amounts has the meaning given in the Pricing Supplement;

Instalment Date has the meaning given in the Pricing Supplement;

Instalment Debt Instrument means a Debt Instrument which is redeemable in one or more instalments, as specified in the Pricing Supplement;

Interest Commencement Date means, in respect of a Debt Instrument, the Issue Date of the Debt Instrument or any other date so specified in the Pricing Supplement;

Interest Determination Date means each date so specified in, or determined in accordance with, the Pricing Supplement;

Interest Payment Date means each date so specified in, or determined in accordance with, the Pricing Supplement (and adjusted, if necessary, in accordance with the applicable Business Day Convention so specified in the Pricing Supplement);

Interest Period means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date;

Interest Rate means, in respect of a Debt Instrument, the interest rate (expressed as a percentage per annum) payable in respect of that Debt Instrument specified in the Pricing Supplement or calculated or determined in accordance with these Conditions and the Pricing Supplement;

ISDA Definitions means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (as supplemented, amended and updated as at the Issue Date of the first Tranche of the Debt Instruments of the relevant Series);

Issue and Paying Agent means:

- (a) for Australian Domestic Notes, BTA Institutional Services Australia Limited;
- (b) for New Zealand Domestic Notes, Computershare Investor Services Limited; and/or
- (c) any other person appointed by the Issuer under a relevant Agency Agreement to establish and maintain the Register in respect of a Tranche of Debt Instruments on the Issuer's behalf from time to time;

Issue Date means, in respect of a Debt Instrument, the date on which the Debt Instrument is, or is to be, issued, and as may be specified, or determined, in accordance with, the Pricing Supplement;

Issue Price means the price as set out in the Pricing Supplement;

Issuer means National Bank of Abu Dhabi P.J.S.C.;

Margin means the margin specified in, or determined in accordance with, the Pricing Supplement;

Maturity Date means, in respect of a Debt Instrument, the date so specified in, or determined in accordance with, the Pricing Supplement as the date on which the Debt Instrument is to be redeemed (and adjusted, if necessary, in accordance with the applicable Business Day Convention so specified in the Pricing Supplement);

Meetings Provisions means the provisions relating to meetings of Holders and set out as a schedule to the Deed Poll;

New Zealand Agency Agreement means the agreement entitled "New Zealand Agency and Registry Agreement" to be entered into between the Issuer and the New Zealand Registrar;

New Zealand Domestic Notes means a Debt Instrument denominated in New Zealand dollars which may be cleared through the NZClear System and/or any other Clearing System as specified in the applicable Pricing Supplement;

New Zealand Registrar means, in relation to New Zealand Domestic Notes, Computershare Investor Services Limited or such other person appointed by the Issuer pursuant to an Agency Agreement to maintain a Register in respect of New Zealand Domestic Notes and perform such payment and other duties as specified in that agreement;

NZClear means the system operated by the Reserve Bank of New Zealand in New Zealand for holding securities and electronic recording and settling of transactions in those securities between members of that system;

NZClear Regulations means the regulations known as the "NZClear System Rules" established by the Reserve Bank of New Zealand to govern the use of the NZClear System and includes the operating guidelines deemed to form part of those rules;

NZClear System means the clearing and settlement system operated by the Reserve Bank of New Zealand in New Zealand for holding securities and electronic recording and settling of transactions in those securities between members of that system;

Operator means the Reserve Bank of New Zealand or its successor or replacement from time to time in its capacity as operator of the NZClear System;

Partly Paid Debt Instrument means a Debt Instrument in relation to which the initial subscription moneys are payable to the Issuer in two or more instalments;

Permitted Encumbrance means any Encumbrance:

- (a) in respect of any Relevant Indebtedness of any member of the Group incurred:
- (i) to finance the ownership, acquisition, development, redevelopment, or operation of any asset; or
 - (ii) 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:
- (iii) recourse to the relevant Borrower for amounts limited to the cash flow or the net cash flow from such assets, revenues or receivables, as the case may be; and/or
 - (iv) recourse to the proceeds of enforcement of any Encumbrance (A) given by such Borrower over such assets, revenues or receivables or the income, cash flow or other proceeds deriving therefrom (“**Relevant Property**”), and/or (B) given by any owner of a voting equity interest in a Borrower over such equity interests (“**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 entity existing at the time that such entity is acquired by or merged into or consolidated with any member of the Group, provided, however, that such Encumbrance 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;

Pricing Supplement means, in respect of a Tranche, the supplement specifying the relevant issue details in relation to that Tranche and which may be substantially in the form set out in the Information Memorandum, duly completed and signed by the Issuer;

Principal Subsidiary means a Subsidiary of the Issuer (not being an Excluded Subsidiary):

- (a) whose total assets represent not less than 10% of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole; or
- (b) whose external turnover is more than 10% 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, subject to confirmation by external auditors and in the absence of manifest error, be conclusive and binding on all parties;

Programme means the Issuer's uncommitted programme for the issuance of Debt Instruments described in the Information Memorandum;

Record Date means, in respect of any payment date (including the Maturity Date):

- (a) for Australian Domestic Notes, the close of business in the place where the relevant Register for those Australian Domestic Notes is maintained on the eighth calendar day before the payment date;
- (b) for New Zealand Domestic Notes, the close of business in the place where the relevant Register for those New Zealand Domestic Notes is maintained on the tenth calendar day before the payment date; or
- (c) any other date so specified in the applicable Pricing Supplement;

Redemption Amount means, in respect of a Debt Instrument (other than a Zero Coupon Debt Instrument), the outstanding principal amount as at the date of redemption, and also includes any final instalment and any other amount in the nature of a redemption amount specified in, or determined in accordance with, the Pricing Supplement or these Conditions;

Redemption Date means, in respect of a Debt Instrument, such date on which the Debt Instrument is redeemed prior to its Maturity Date in accordance with these Conditions;

Reference Banks means the institutions so described in the Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

Reference Rate means the rate specified in, or determined in accordance with, the Pricing Supplement;

Register means the register, including any branch register, of Holders of Debt Instruments established and maintained by the Issuer or by a Registrar on its behalf under an Agency Agreement;

Registrar means:

- (a) for Australian Domestic Notes, BTA Institutional Services Australia Limited;
- (b) for New Zealand Domestic Notes, Computershare Investor Services Limited; and/or
- (c) any other person appointed by the Issuer under a relevant Agency Agreement to establish and maintain the Register in respect of a Tranche of Debt Instruments on the Issuer's behalf from time to time;

Regular Period means:

- (a) in the case of Debt Instruments where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Debt Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date,

where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and

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

Related Entity has the meaning given in the Corporations Act as though it applied to the Issuer *mutatis mutandis*;

Relevant Financial Centre means (a) in the case of Australian Domestic Notes, Sydney, (b) in the case of New Zealand Domestic Notes, Auckland, and/or (c) any other centre specified in the Pricing Supplement;

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, loans 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;

Relevant Screen Page means:

- (a) the page, section or other part of a particular information service specified as the Relevant Screen Page in the Pricing Supplement; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Tax Jurisdiction means the United Arab Emirates or any political subdivision thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Debt Instruments;

Relevant Time has the meaning given in the Pricing Supplement;

Security Record:

- (a) for Australian Domestic Notes, has the meaning given in the Austraclear Regulations; and
- (b) for New Zealand Domestic Notes, has the meaning given to the term “Security Account” in the NZClear Regulations;

Series means an issue of Debt Instruments made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the Issue Price, Issue Date and Interest Commencement Date may be different in respect of a different Tranche of a Series;

Specified Office means the office specified in the Information Memorandum or any other address notified to Holders from time to time;

Structured Debt Instrument means:

- (a) an Index Linked Debt Instrument; or

- (b) an Index Linked Redemption Debt Instrument; or
- (c) an Instalment Debt Instrument;

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;

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of a Holder;

Tranche means an issue of Debt Instruments specified as such in the Pricing Supplement issued on the same Issue Date and on the same Conditions; and

Zero Coupon Debt Instrument means a Debt Instrument which does not carry entitlement to periodic payment of interest before the redemption date of the Debt Instrument and which is issued at a discount to its principal amount.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) a document (including these Conditions) includes any variation or replacement of it;
- (c) “**law**” means common law, principles of equity and laws made by any parliament (and laws made by parliament include federal, state or territory laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) a “**directive**” means a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (e) the “**Corporations Act**” is to the Corporations Act 2001 of Australia;
- (f) “**Australian dollars**” or “**A\$**” is a reference to the lawful currency of Australia;
- (g) “**New Zealand dollars**” or “**NZ\$**” is a reference to the lawful currency of New Zealand;
- (h) “**AED**” or “**United Arab Emirates Dirham**” is a reference to the lawful currency of the United Arab Emirates;
- (i) “**US dollars**” or “**US\$**” is a reference to the lawful currency of the United States of America;
- (j) a time of day is a reference to Sydney time;
- (k) the word “**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (l) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

- (m) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (n) anything (including any amount) is a reference to the whole and each part of it; and
- (o) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 References to particular terms

Unless the contrary intention appears, in these Conditions:

- (a) a reference to the Registrar, the Calculation Agent or another Agent is a reference to the person so specified in the Pricing Supplement;
- (b) a reference to the Deed Poll or an Agency Agreement is a reference to the Deed Poll or an Agency Agreement applicable to the Debt Instruments of the relevant Series;
- (c) a reference to a Debt Instrument is a reference to a Debt Instrument of a particular Series specified in the Pricing Supplement;
- (d) a reference to a Holder is a reference to the Holder of Debt Instruments of a particular Series;
- (e) if the Debt Instruments are Zero Coupon Debt Instruments or Structured Debt Instruments which do not bear interest, references to interest are not applicable; and
- (f) a reference to a particular date is a reference to that date adjusted in accordance with the applicable Business Day Convention.

1.4 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to “principal” is taken to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 14 (“Taxation”), any premium payable in respect of a Debt Instrument, and any other amount in the nature of principal payable in respect of the Debt Instruments under these Conditions;
- (b) the principal amount of a Debt Instrument issued at a discount is to be taken as at any time to equal the lesser of:
 - (i) its Denomination; and
 - (ii) if specified in the Pricing Supplement, its Amortised Face Amount at that time;
- (c) the principal amount of a Debt Instrument which is to vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is to be taken as at any time to equal its varied amount;
- (d) the principal amount of a Partly Paid Debt Instrument is to be taken to equal its paid up principal amount;
- (e) the principal amount of an Instalment Debt Instrument at any time is to be taken to be its Denomination less the total instalments repaid to the extent that such instalments relate to a repayment of principal; and

- (f) any reference to “interest” is taken to include any Additional Amounts and any other amount in the nature of interest payable in respect of the Debt Instruments under these Conditions.

1.5 Number

The singular includes the plural and vice versa.

1.6 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

1.7 Terms defined in Pricing Supplement

Terms which are defined in the Pricing Supplement as having a defined meaning have the same meaning when used in these Conditions but if the Pricing Supplement gives no meaning or specifies that the definition is “Not Applicable”, then that definition is not applicable to the Debt Instruments.

2 Introduction

2.1 Programme

Debt Instruments are issued under the Programme.

2.2 Pricing Supplement

Debt Instruments are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than in respect of the Issue Price and first payment of interest). A Tranche is the subject of a Pricing Supplement which supplements, amends, modifies or replaces these Conditions. If there is any inconsistency between these Conditions and the Pricing Supplement, the Pricing Supplement prevails.

Copies of the Pricing Supplement are available for inspection or on request by a Holder or prospective Holder during normal business hours at the Specified Office of the Issuer or the Registrar.

2.3 Types of Debt Instruments

A Debt Instrument is either:

- (a) a Fixed Rate Debt Instrument;
- (b) a Floating Rate Debt Instrument;
- (c) a Zero Coupon Debt Instrument; or
- (d) a Structured Debt Instrument,

or a combination of the above (or any other type of debt obligation, including a certificate of deposit), as specified in the Pricing Supplement.

2.4 Issue restrictions

Unless otherwise specified in the Pricing Supplement, Debt Instruments may only be offered (directly or indirectly) for issue, or applications invited for the issue of Debt Instruments, if:

- (a) where the offer or invitation is made in, or into, Australia:
 - (i) the aggregate consideration payable to the Issuer by the relevant subscriber is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting issue) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
 - (ii) the offer or invitation (including any resulting issue):
 - (A) does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
 - (B) complies with Banking (Exemption) Order No. 82 dated 23 September 1996 promulgated by the Assistant Treasurer of Australia;
- (b) where the offer or invitation is made in, or into, New Zealand:
 - (i) the aggregate consideration payable to the Issuer by the relevant subscriber is at least NZ\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the subscriber); or
 - (ii) the New Zealand Domestic Notes are issued to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money within the meaning of the N.Z. Securities Act; and
- (c) at all times, the offer or invitation (including any resulting issue) complies with all other applicable laws and directives in the jurisdiction in which the offer, invitation or issue takes place.

2.5 Denomination

Debt Instruments are issued in such Denominations as specified in the Pricing Supplement.

2.6 Currency

Subject to compliance with all applicable legal and regulatory requirements, Debt Instruments may be denominated in Australian dollars, New Zealand dollars or such other freely transferable and freely available currency or currencies specified in the Pricing Supplement.

2.7 Clearing Systems

Debt Instruments may be lodged in a Clearing System, in which case the rights of a person holding an interest in the Debt Instruments lodged in the Clearing System are subject to the rules and regulations of the Clearing System.

Part 2 The Debt Instruments

3 Form

3.1 Constitution

- (a) Debt Instruments are debt obligations of the Issuer constituted by, and owing under, the Deed Poll and the details of which are recorded in, and evidenced by entry in, the Register.
- (b) Holders of the Debt Instruments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed Poll.

3.2 Form

Debt Instruments are issued in registered uncertificated form by entry in the relevant Register.

3.3 No certificates

No certificates in respect of any Debt Instruments will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law or directive.

4 Status

4.1 Status

Debt Instruments at all times constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 5 (“Negative pledge”)) unsecured obligations of the Issuer.

4.2 Ranking

Debt Instruments shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Debt Instruments shall, save for such exceptions as many be provided by applicable legislation and subject to Condition 5 (“Negative pledge”), at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

5 Negative pledge

So long as any Debt Instrument remains outstanding, the Issuer will not, and will ensure that none of its Principal Subsidiaries will create, or has outstanding, any Encumbrance (other than (i) arising solely by operation of law, or (ii) a Permitted Encumbrance), 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 and 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 Debt Instruments 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 of the Holders.

6 Title and transfer of Debt Instruments

6.1 Title

Title to Debt Instruments passes when details of the transfer are entered in the Register.

6.2 Effect of entries in Register

Each entry in the Register in respect of a Debt Instrument constitutes:

- (a) an irrevocable undertaking by the Issuer to the Holder:
 - (i) to pay principal, any interest and any other amounts in accordance with these Conditions; and
 - (ii) otherwise to comply with these Conditions; and
- (b) an entitlement to the other benefits given to Holders under these Conditions in respect of the Debt Instrument.

6.3 Ownership and non-recognition of interests

- (a) Entries in the Register in relation to a Debt Instrument constitute conclusive evidence that the person so entered is the absolute owner of such Debt Instrument subject to correction for fraud or proven error.
- (b) In the event of a conflict with any entry in a duplicate register, the Register shall prevail (subject to correction for fraud or proven error).
- (c) No notice of any trust or other interest in, or claim to, any Debt Instrument will be entered in a Register. Neither the Issuer nor the relevant Registrar need take notice of any trust or other interest in, or claim to, any Debt Instrument, except as ordered by a court of competent jurisdiction or required by any applicable law or directive. This Condition 6.3(c) (“Ownership and non-recognition of interests”) applies whether or not a Debt Instrument is overdue.

6.4 Joint holders

Where two or more persons are entered in the Register as the joint holders of a Debt Instrument then they are taken to hold the Debt Instrument as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of a Debt Instrument.

6.5 Transfer

Holders may only transfer Debt Instruments in accordance with these Conditions.

6.6 Transfers in whole

Debt Instruments may be transferred in whole but not in part.

6.7 Conditions of transfer

Debt Instruments may only be transferred if:

- (a) in the case of Debt Instruments to be transferred in, or into, Australia:
 - (i) the offer or invitation giving rise to the transfer is for an aggregate consideration of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the transferor or its associates to the transferee) or does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
 - (ii) the transfer is not to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and

- (iii) the transfer complies with Banking (Exemption) Order No. 82 dated 23 September 1996 promulgated by the Assistant Treasurer of Australia;
- (b) in the case of Debt Instruments to be transferred in, or into, New Zealand:
 - (i) the offer or invitation giving rise to the transfer is for an aggregate consideration of at least NZ\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding any money payable, or paid, out of moneys lent by the transferor or any associated person of the transferor); or
 - (ii) the Debt Instrument is transferred to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money within the meaning of the N.Z. Securities Act; and
- (c) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.

6.8 Transfer procedures

- (a) Interests in Debt Instruments held in a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System. If a Debt Instrument is lodged in the Austraclear System or the NZClear System, neither the Issuer nor the relevant Registrar will recognise any such interest other than the interest of Austraclear or the Depository as the Holder while that Debt Instrument is lodged in the Austraclear System or the NZClear System, as the case may be.
- (b) Where the Depository is the Holder and the New Zealand Domestic Note is lodged in the NZClear System, the Operator may, in its absolute discretion and, to the extent not prohibited by the NZClear Regulations, instruct the New Zealand Registrar to transfer the New Zealand Domestic Note to the person in whose Security Record that New Zealand Domestic Note is recorded without any consent or action of such transferee and, as a consequence, remove that New Zealand Domestic Note from the NZClear System.
- (c) Application for the transfer of Debt Instruments not held in a Clearing System must be made by the lodgment of a transfer form with the Registrar at its Specified Office. Transfer forms must be in the form available from the Issuer (or such other person as may be specified in a Pricing Supplement) and:
 - (i) each transfer form must be:
 - (A) duly completed and stamped (if applicable);
 - (B) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly executed; and
 - (C) signed by, or on behalf of, both the transferor and the transferee; and
 - (ii) transfers will be registered without charge provided all applicable Taxes have been paid.

6.9 Restrictions on transfers

Transfers of Debt Instruments which are not lodged in a Clearing System cannot be made between a Record Date and the relevant Interest Payment Date if a redemption of such Debt Instrument is to occur during that period in accordance with these Conditions.

6.10 Effect of transfer

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under these Conditions in respect of the transferred Debt Instrument and the transferee becomes so entitled in accordance with Condition 6.2 (“Effect of entries in Register”).

6.11 CHES

Debt Instruments which are listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) will not be transferred through, or registered on, the Clearing House Electronic Subregister System operated by ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 832) and will not be “Approved Financial Products” for the purposes of that system.

6.12 Estates

A person becoming entitled to a Debt Instrument as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Debt Instrument or, if so entitled, become registered as the holder of the Debt Instrument.

6.13 Unincorporated associations

A transfer of a Debt Instrument to an unincorporated association is not permitted.

6.14 Transfer of unidentified Debt Instruments

If a Holder transfers some but not all of the Debt Instruments it holds and the transfer form does not identify the specific Debt Instruments transferred, the relevant Registrar may choose which Debt Instruments registered in the name of Holder have been transferred. However, the aggregate principal amounts of the Debt Instruments registered as transferred must equal the aggregate principal amount of the Debt Instruments expressed to be transferred in the transfer form.

Part 3 Interest

7 Fixed Rate Debt Instruments

This Condition 7 (“Fixed Rate Debt Instruments”) applies to the Debt Instruments only if the Pricing Supplement states that it applies.

7.1 Interest on Fixed Rate Debt Instruments

Each Fixed Rate Debt Instrument bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear on each Interest Payment Date.

7.2 Fixed Coupon Amount

Unless otherwise specified in the Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the preceding Interest Period is the Fixed Coupon Amount specified in the Pricing Supplement.

7.3 Calculation of interest payable

The amount of interest payable in respect of a Fixed Rate Debt Instrument for any period for which a Fixed Coupon Amount is not specified in the Pricing Supplement is calculated by multiplying the Interest Rate for that period, the outstanding principal amount of the Fixed Rate Debt Instrument and the applicable Day Count Fraction.

8 Floating Rate Debt Instruments

This Condition 8 (“Floating Rate Debt Instruments”) applies to the Debt Instruments only if the Pricing Supplement states that it applies.

8.1 Interest on Floating Rate Debt Instruments

Each Floating Rate Debt Instrument bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Pricing Supplement, each date which falls the number of months or other period specified as the Specified Period in the Pricing Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

8.2 Interest Rate determination

The Interest Rate payable in respect of a Floating Rate Debt Instrument must be determined by the Calculation Agent in accordance with these Conditions.

8.3 Fallback Interest Rate

Unless otherwise specified in the Pricing Supplement, if, in respect of an Interest Period, the Calculation Agent is unable to determine a rate in accordance with Condition 8.2 (“Interest Rate determination”), the Interest Rate for the Interest Period is the Interest Rate applicable to the Floating Rate Debt Instruments during the immediately preceding Interest Period.

8.4 ISDA Determination

If ISDA Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Debt Instruments for each Interest Period is the sum of the Margin and the ISDA Rate.

In this Condition 8.4 (“ISDA Determination”):

- (a) “**ISDA Rate**” means, for an Interest Period, a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction if the Calculation Agent for the Floating Rate Debt Instruments were acting as Calculation Agent for that Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (i) the Floating Rate Option, the Designated Maturity and the Reset Date are as specified in the Pricing Supplement; and
 - (ii) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction; and

- (b) “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “Calculation Agent for the Floating Rate Notes”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the ISDA Definitions.

8.5 Screen Rate Determination

If Screen Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Debt Instruments for each Interest Period is the sum of the Margin and the Screen Rate.

In this Condition 8.5 (“Screen Rate Determination”), “**Screen Rate**” means, for an Interest Period, the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date. However:

- (a) if there is more than one offered quotation displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the “**Screen Rate**” means the rate calculated by the Calculation Agent as the average of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the highest and lowest quotations (or in the case of equality, one of the highest and one of the lowest quotations) from its calculation;
- (b) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, the “**Screen Rate**” means:
- (i) the rate the Calculation Agent calculates as the average mean of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre specified in the Pricing Supplement at the Relevant Time on the Interest Determination Date; or
- (ii) where the Calculation Agent is unable to calculate a rate under paragraph (i) because it is unable to obtain at least two quotes, the rate the Calculation Agent calculates as the average of the rates (being the nearest equivalent to the Reference Rate) quoted by two or more banks chosen by the Calculation Agent in the Relevant Financial Centre at approximately the Relevant Time on the Interest Determination Date for a period equivalent to the Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith; or
- (c) if the Pricing Supplement specifies an alternative method for the determination of the Screen Rate Determination, then that alternative method applies.

8.6 Bank Bill Rate Determination

If Bank Bill Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Debt Instruments for each Interest Period is the sum of the Margin and the Bank Bill Rate.

In this Condition 8.6 (“Bank Bill Rate Determination”):

- (a) **Bank Bill Rate** means, for an Interest Period:
- (i) in the case of Australian Domestic Notes, the average mid rate for Bills having a tenor closest to the Interest Period as displayed on the “BBSW” page of the Reuters Monitor System (or its successor page) on the first day of that Interest Period; and

- (ii) in the case of New Zealand Domestic Notes, the “FRA” Rate for Bills having a tenor closest to the Interest Period as displayed on the “BKBM” pages of the Reuters Monitor System (or its successor page) on the first day of that Interest Period.

However, if the average mid rate is not displayed by 10:30 am on that day (or, in the case of New Zealand Domestic Notes, as close as reasonably practicable to 10:45 am (New Zealand time) on that day), or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, **Bank Bill Rate** means the rate determined by the Calculation Agent in good faith at approximately 10:30 am on that day (or, in the case of New Zealand Domestic Notes, as close as reasonably practicable to 10:45 am (New Zealand time) on that day), having regard, to the extent possible, to the mid rate of the rates otherwise bid and offered for bank accepted Bills of that tenor at or around that time; and

- (b) **Bill** has the meaning it has in the Bills of Exchange Act 1909 of Australia in respect of Australian Domestic Notes, and the Bills of Exchange Act 1908 of New Zealand in respect of New Zealand Domestic Notes, and a reference to the acceptance of a Bill is to be interpreted in accordance with the relevant Act.

8.7 Interpolation

If the Pricing Supplement states that “Linear Interpolation” applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two ISDA Rates, Screen Rates, Bank Bill Rates or other floating rates specified in the Pricing Supplement.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

9 Structured Debt Instruments

This Condition 9 (“Structured Debt Instruments”) applies to the Debt Instruments only if the Pricing Supplement states that it applies.

9.1 Interest on Structured Debt Instruments

Each interest bearing Structured Debt Instrument bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Pricing Supplement, on each date which falls the number of months or other period specified as the Specified Period in the Pricing Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

9.2 Interest Rate

The Interest Rate payable in respect of an interest bearing Structured Debt Instrument must be determined in the manner specified in the Pricing Supplement.

10 General provisions applicable to interest

10.1 Maximum or Minimum Interest Rate

If the Pricing Supplement specifies a “Maximum Interest Rate” or “Minimum Interest Rate” for any Interest Period, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified.

10.2 Calculation of Interest Rate and interest payable

The Calculation Agent must, as soon as practicable after determining the Interest Rate in relation to each Interest Period for each Floating Rate Debt Instrument and interest bearing Structured Debt Instrument, calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of that Debt Instrument.

Unless otherwise specified in the Pricing Supplement, the amount of interest payable is calculated by multiplying the product of the Interest Rate for the Interest Period and the outstanding principal amount of the Debt Instrument by the applicable Day Count Fraction.

The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

10.3 Calculation of other amounts

If the Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent must, as soon as practicable after the time at which that amount is to be determined, calculate the amount in the manner specified in the Pricing Supplement.

10.4 Notification of Interest Rate, interest payable and other items

The Calculation Agent must notify the Issuer, the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Debt Instruments are listed of:

- (a) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the Interest Payment Date; and
- (b) any amendment to any amount, item or date referred to in paragraph (a) arising from any extension or reduction in any Interest Period or calculation period.

The Calculation Agent must give notice under this Condition 10.4 (“Notification of Interest Rate, interest payable and other items”) as soon as practicable after it makes its determination. However, it must give notice of each Interest Rate, the amount of interest payable and each Interest Payment Date by the fourth day of the Interest Period.

The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Registrar, the Holders, each other Agent and each stock exchange or other relevant authority on which the Debt Instruments are listed after doing so.

10.5 Determination final

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of wilful default, bad faith or manifest or proven error, final and binding on the Issuer, the Registrar, each Holder and each other Agent.

10.6 Rounding

For the purposes of any calculations required under these Conditions (unless otherwise specified in the Pricing Supplement):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.);
- (b) all figures must be rounded to five decimal places (with 0.000005 being rounded up to 0.00001); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to:
 - (i) in the case of Australian dollars and New Zealand dollars, one cent; and
 - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

Part 4 Redemption and purchase

11 Redemption

11.1 Scheduled redemption

Each Debt Instrument is redeemable by the Issuer on the Maturity Date at its Redemption Amount unless:

- (a) the Debt Instrument has been previously redeemed;
- (b) the Debt Instrument has been purchased and cancelled; or
- (c) the Pricing Supplement states that the Debt Instrument has no fixed Maturity Date.

11.2 Partly paid Debt Instruments

Each Partly Paid Debt Instrument is redeemable on the Maturity Date in accordance with the Pricing Supplement.

11.3 Instalment Debt Instruments

Each Instalment Debt Instrument is partially redeemable in the Instalment Amounts and on the Instalment Dates specified in the Pricing Supplement. The principal amount of each Instalment Debt Instrument is reduced by the Instalment Amount with effect from the related Instalment Date.

11.4 Early redemption for taxation reasons

The Issuer may redeem all (but not some) of the Debt Instruments of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if the Issuer is required under Condition 14.2 ("Withholding tax") to increase the amount of a payment in respect of a Debt Instrument.

However, the Issuer may only do so if:

- (a) the Issuer has given at least 30 days and no more than 60 days (or any other period specified in the Pricing Supplement) notice to the Registrar, the Holders, each other

Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed; and

- (b) before the Issuer gives the notice under paragraph (a), the Registrar has received:
 - (i) a certificate signed by an authorised signatory of the Issuer; and
 - (ii) an opinion of independent legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,

that the Issuer would be required under Condition 14.2 (“Withholding tax”) to increase the amount of the next payment due in respect of the Debt Instruments;
- (c) in the case of Fixed Rate Debt Instruments, no notice of redemption is given earlier than 90 days before the earliest date on which the Issuer would be obliged to pay Additional Amounts; and
- (d) in the case of Floating Rate Debt Instruments and Structured Debt Instruments bearing a floating rate of interest:
 - (i) the proposed redemption date is an Interest Payment Date; and
 - (ii) the notice of redemption is given at least 30 days and not more than 60 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts.

11.5 Early redemption at the option of Holders (Holder put)

If the Pricing Supplement states that a Holder may require the Issuer to redeem all or some of the Debt Instruments of a Series held by that Holder before their Maturity Date, the Issuer must redeem the Debt Instruments specified by the Holder at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if the following conditions are satisfied:

- (a) the amount of Debt Instruments to be redeemed is a multiple of their Denomination;
- (b) the Holder has given at least 15 days’ and no more than 30 days’ (or any other period specified in the Pricing Supplement) notice, to the Issuer and the Registrar by delivering to the Specified Office of the Registrar during normal business hours a completed and signed redemption notice in the form obtainable from the Specified Office of the Registrar together with any evidence the Registrar may require to establish title of the Holder to the Debt Instrument;
- (c) the notice referred to in paragraph (b) specifies an account in the country of the currency in which the Debt Instrument is denominated to which the payment should be made or an address to where a cheque for payment should be sent;
- (d) the redemption date is an “Early Redemption Date (Put)” specified in the Pricing Supplement; and
- (e) any other relevant condition specified in the Pricing Supplement is satisfied.

A Holder may not require the Issuer to redeem any Debt Instrument under this Condition 11.5 (“Early redemption at the option of Holders (Holder put)”) if the Issuer has given notice that it will redeem that Debt Instrument under Condition 11.4 (“Early redemption for taxation reasons”) or Condition 11.6 (“Early redemption at the option of the Issuer (Issuer call)”).

11.6 Early redemption at the option of the Issuer (Issuer call)

If the Pricing Supplement states that the Issuer may redeem all or some of the Debt Instruments of a Series before their Maturity Date under this Condition 11.6 (“Early redemption at the option of the Issuer (Issuer call)”), the Issuer may redeem so many of the Debt Instruments specified in the Pricing Supplement at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date.

However, the Issuer may only do so if:

- (a) the amount of Debt Instruments to be redeemed is, or is a multiple of, their Denomination;
- (b) the Issuer has given at least 15 days and not more than 30 days (or any other period specified in the Pricing Supplement) notice to the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed;
- (c) the proposed redemption date is an Early Redemption Date (Call) specified in the Pricing Supplement; and
- (d) any other relevant condition specified in the Pricing Supplement is satisfied.

11.7 Partial redemptions

If only some of the Debt Instruments are to be redeemed under Condition 11.6 (“Early redemption at the option of the Issuer (Issuer call)”), the Debt Instruments to be redeemed must be specified in the notice and selected:

- (a) in a fair and reasonable manner; and
- (b) in compliance with any applicable law, directive or requirement of any stock or securities exchange or other relevant authority on which the Debt Instruments are listed.

11.8 Effect of notice of redemption

Any notice of redemption given under this Condition 11 (“Redemption”) is irrevocable.

11.9 Late payment

If an amount is not paid under this Condition 11 (“Redemption”) when due, then:

- (a) for a Debt Instrument (other than a Zero Coupon Debt Instrument or a Structured Debt Instrument), interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Holder;
- (b) for a Zero Coupon Debt Instrument, the obligation to pay the amount is replaced by an obligation to pay the Amortised Face Amount recalculated as at the date on which payment is made to the Holder; and
- (c) for a Structured Debt Instrument:
 - (i) interest continues to accrue at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Holder; or

- (ii) the obligation to pay the amount is replaced by an obligation to pay an amount determined in the manner specified in the Pricing Supplement.

11.10 Purchase

The Issuer and any of its Related Entities may at any time purchase Debt Instruments in the open market or otherwise and at any price. Debt Instruments purchased under this Condition 11.10 ("Purchase") may be held, resold or cancelled at the discretion of the purchaser and (if the Debt Instruments are to be cancelled, the Issuer), subject to compliance with any applicable law, directive or requirement of any stock or securities exchange or other relevant authority on which the Debt Instruments are listed.

Part 5 Payments

12 General provisions

12.1 Summary of payment provisions

Payments in respect of Debt Instruments must be made in accordance with Condition 13 ("Payments").

12.2 Payments subject to law

All payments are subject to applicable law, but without prejudice to the provisions of Condition 14 ("Taxation").

12.3 Payments on business days

If a payment is due on a day which is not a Business Day then the due date for payment is adjusted in accordance with the applicable Business Day Convention.

The Holder is not entitled to any additional payment in respect of that delay.

12.4 Currency indemnity

The Issuer waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if a Holder receives an amount in a currency other than that in which it is due:

- (a) it may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its usual costs in connection with the conversion; and
- (b) the Issuer satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

13 Payments

13.1 Payment of principal

Payments of principal and any final Instalment Amount in respect of a Debt Instrument will be made to each person registered at 10.00 am on the payment date as the Holder of that Debt Instrument.

13.2 Payment of interest

Payments of interest and Instalment Amounts (other than the final Instalment Amount) in respect of a Debt Instrument will be made to each person registered at the close of business on the Record Date as the Holder of that Debt Instrument.

13.3 Payments to accounts

Payments in respect of Debt Instruments will be made:

- (a) if the Debt Instruments are held in the Austraclear System, by crediting on the payment date, the amount due to:
 - (i) the account of Austraclear (as the Holder) in Australia previously notified to the Issuer and the Registrar; or
 - (ii) if requested by Austraclear, the accounts in Australia of the persons in whose Security Record a Debt Instrument is recorded in the country of the currency in which the Debt Instrument is denominated as previously notified by Austraclear to the Issuer and the Registrar in accordance with Austraclear Regulations;
- (b) if the Debt instruments are held in the NZClear System, by crediting on the payment date, the amount due to:
 - (i) the account of the Depository (as the Holder) in New Zealand previously notified to the Issuer and the Registrar; or
 - (ii) if requested by the Operator, the accounts of the person in whose Security Record a Debt Instrument is recorded in New Zealand as previously notified by the Operator to the Issuer and the Registrar in accordance with the NZClear Regulations;
- (c) if the Debt Instruments are not held in the Austraclear System or the NZClear System, by crediting on the payment date the amount then due under each Debt Instrument to an account in Australia or New Zealand previously notified by the Holder to the Issuer and the Registrar; and
- (d) if a payment in respect of the Debt Instrument is prohibited by law from being made in Australia or New Zealand, such payment will be made in an international financial centre for the account of the relevant payee, and on the basis that the relevant amounts are paid in immediately available funds, freely transferable at the order of the payee.

13.4 Payments by cheque

If the Holder has not notified the Registrar of an account to which payments to it must be made by the close of business on the relevant Record Date, payments in respect of the Debt Instrument will be made in Australia or New Zealand, as the case may be, by cheque sent by prepaid post on, or on the Business Day immediately before, the payment date, at the risk of the registered Holder, to the Holder (or to the first named joint holder of the Debt Instrument) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Holder are taken to have been received by the Holder on the payment date and, no further amount is payable by the Issuer in respect of the Debt Instruments as a result of the Holder not receiving payment on the due date.

14 Taxation**14.1 No set-off, counterclaim or deductions**

All payments in respect of the Debt Instruments must be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless prohibited by law.

14.2 Withholding tax

Subject to Condition 14.3 (“Withholding tax exemptions”), if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Debt Instruments such that the Holder would not actually receive on the due date the full amount provided for under the Debt Instruments, then:

- (a) the Issuer agrees to deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and
- (b) if the amount deducted or withheld is in respect of Taxes imposed by a Relevant Tax Jurisdiction, the Issuer will pay such additional amounts so that, after making the deduction and further deductions applicable to additional amounts payable under this Condition 14.2 (“Withholding tax”), each Holder is entitled to receive (at the time the payment is due) the amount it would have received if no deductions or withholdings had been required to be made.

14.3 Withholding tax exemptions

No Additional Amounts are payable under Condition 14.2 (“Withholding tax”) in respect of any Debt Instrument:

- (a) to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Debt Instrument by reason of the person having some connection with a Relevant Tax Jurisdiction other than the mere holding of such Debt Instrument or receipt of payment in respect of the Debt Instrument;
- (b) to, or to a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such Taxes by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar case for exemption to any tax authority;
- (c) presented for payment (to the extent that presentation is required) or otherwise arranging to receive payment more than 30 days after the relevant payment date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment (to the extent that presentation is required), or otherwise arranging to receive payment, on the thirtieth such day; or
- (d) in such other circumstances as may be specified in the Pricing Supplement.

15 Time limit for claims

A claim against the Issuer for a payment under a Debt Instrument is void unless made within ten years (in the case of principal) or five years (in the case of interest and other amounts) from the date on which payment first became due.

Part 6 Events of Default

16 Events of Default

16.1 Events of Default

An Event of Default occurs if:

- (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 of interest or Principal in respect of any of the Debt Instruments;
- (b) **(breach of other obligations)** the Issuer does not perform or comply with any one or more of its other obligations under the Debt Instruments which default is incapable of remedy or is not remedied within 30 days after notice thereof shall have been given to the Issuer by any Holder;
- (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);
 - (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 have occurred equals or exceeds U.S.\$15,000,000 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);

- (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;
- (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;
- (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;
- (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;

- (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);
- (i) **(analogous events)** any event occurs which under the laws of the United Arab Emirates 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;
- (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 Debt Instruments;
 - (ii) to ensure that those obligations are legally binding and enforceable; and
 - (iii) to make the Debt Instruments admissible in evidence in the courts of the United Arab Emirates 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 Debt Instruments or any of the material obligations of the Issuer thereunder are not or cease to be legal, valid, binding or enforceable.

16.2 Notice of Event of Default

Promptly, and in any event within five Business Days of becoming aware of the existence of an Event of Default, the Issuer must give notice to the Registrar and use reasonable endeavours to ensure that the Registrar informs each Holder specifying the event and any action being taken or proposed by the Issuer to remedy it.

16.3 Consequences of an Event of Default

- (a) If an Event of Default occurs and is continuing, then a Holder of Debt Instruments may, by notice to the Issuer and the Registrar, declare that those Debt Instruments are immediately due and payable.

- (b) The Issuer must immediately redeem Debt Instruments declared due and payable under Condition 16.3(a) (“Consequences of an Event of Default”) by payment of their Redemption Amount together with accrued interest to the date of payment.

Part 7 **General**

17 Agents

17.1 Role of Agents

In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Holder.

17.2 Appointment and replacement of Agents

Each initial Agent for a Series of Debt Instruments is specified in the Pricing Supplement. Subject to Condition 17.4 (“Required Agents”), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

17.3 Change of Agent

Notice of any change of an Agent or its Specified Offices must promptly be given to the Holders by the Issuer or the Agent on its behalf.

17.4 Required Agents

The Issuer must, in respect of each Series of Debt Instruments:

- (a) at all times maintain a Registrar; and
- (b) if a Calculation Agent is specified in the Pricing Supplement, at all times maintain a Calculation Agent.

18 Meetings of Holders

The Meetings Provisions contain provisions (which have effect as if incorporated in these Conditions) for convening meetings of the Holders of any Series to consider any matter affecting their interests, including any variation of these Conditions.

19 Variation

19.1 Variation with consent

Unless Condition 19.2 (“Variation without consent”) applies, any Condition may be varied by the Issuer with prior approval from the Holders by Extraordinary Resolution in accordance with the Meetings Provisions.

19.2 Variation without consent

Any Condition may be amended by the Issuer without the consent of the Holders if the amendment:

- (a) is of a formal, minor or technical nature;
- (b) is made to correct a manifest error;

- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Holders;
- (d) is to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated; or
- (e) only applies to Debt Instruments issued by it after the date of amendment.

20 Further issues

The Issuer may from time to time, without the consent of the Holders, issue further Debt Instruments having the same Conditions as the Debt Instruments of any Series in all respects (or in all respects except for the Issue Price, Issue Date and the first Interest Payment Date) so as to form a single series with the Debt Instruments of that Series.

21 Notices

21.1 Notices to Holders

All notices and other communications to Holders must be in writing and must be left at the address of or sent by prepaid post (airmail, if appropriate) to the address of the Holder (as shown in the Register at the close of business on the day which is three Business Days before the date of the notice or communication).

They may also be:

- (a) in the case of Australian Domestic Notes, given by an advertisement published in the Australian Financial Review or The Australian;
- (b) in the case of New Zealand Domestic Notes, given by an advertisement published in the New Zealand Herald; or
- (c) if the Pricing Supplement specifies an additional or alternate newspaper, given by an advertisement published in that newspaper.

21.2 Notices to the Issuer and the Agents

All notices and other communications to the Issuer or an Agent must be in writing and may be left at the address of, or sent by prepaid post (airmail, if appropriate) to, its respective Specified Office.

21.3 When effective

Any notices and other communications take effect from the time they are received unless a later time is specified in them.

21.4 Deemed receipt - publication in newspaper

If published in a newspaper, any notices and other communications are taken to be received on the first date that publication has been made in all the required newspapers.

21.5 Deemed receipt - postal

If sent by post, any notices and other communications are taken to be received five days after posting or, if sent to or from the UAE ten days after posting.

22 Governing law, service of process and waiver of immunity

22.1 Governing law

Australian Domestic Notes are governed by the law in force in New South Wales, Australia and New Zealand Domestic Notes are governed by the law in force in New Zealand.

22.2 Jurisdiction

In relation to Australian Domestic Notes, the Issuer submits, and each Holder is taken to have submitted, to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to an suit, action or proceedings ("**Australian Proceedings**") being brought in those courts including by claiming that the Australian Proceedings have been brought in an inconvenient forum or that those courts do not have jurisdiction.

In relation to New Zealand Domestic Notes, the Issuer submits, and each Holder is taken to have submitted, to the non-exclusive jurisdiction of the courts of New Zealand. The Issuer waives any right it has to object to an suit, action or proceedings ("**New Zealand Proceedings**") being brought in those courts including by claiming that the New Zealand Proceedings have been brought in an inconvenient forum or that those courts do not have jurisdiction.

22.3 Serving documents

Without preventing any other method of service, any document in any Australian Proceedings or New Zealand Proceedings may be served on the Issuer or a Holder by being delivered or left at their registered office or principal place of business.

22.4 Agent for service of process

In relation to Australian Domestic Notes the Issuer appoints Dabserv Corporate Services Pty Limited (ABN 73 001 824 111) of Level 61, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000, as its agent to receive any document referred to in Condition 22.3 ("Serving documents"). If for any reason that person ceases to be able to act as such, the Issuer will immediately appoint another person with an office located in New South Wales to act as its agent to receive any such document and will promptly notify the relevant Registrar and the relevant Holders of such appointment.

In relation to New Zealand Domestic Notes the Issuer will appoint Bell Gully of Level 21, Vero Centre, 48 Shortland Street, Auckland, New Zealand as its agent to receive any document referred to in Condition 22.3 ("Serving documents"). If for any reason that person ceases to be able to act as such, the Issuer will immediately appoint another person with an office located in Auckland, New Zealand, to act as its agent to receive any such document and will promptly notify the relevant Registrar and the relevant Holders of such appointment.

22.5 Waiver of immunity

The Issuer irrevocably and unconditionally waives with respect to the Debt Instruments any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Australian Proceedings or New Zealand Proceedings or any other suit, action or proceedings in respect of the Debt Instruments.

Form of Pricing Supplement

The Pricing Supplement to be issued in respect of each Tranche of Debt Instruments will be substantially in the form set out below.

Series No.: [●]

Tranche No.: [●]



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

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

A\$2,000,000,000
Australian and New Zealand
Domestic Debt Issuance Programme

Issue of

[A\$][Aggregate Principal Amount of Debt Instruments]
[Title of Debt Instruments] due [●] (“Debt Instruments”)

The date of this Pricing Supplement is [●].

This Pricing Supplement (as referred to in the Information Memorandum dated 10 November 2010 (“**Information Memorandum**”) in relation to the above Programme) relates to the Tranche of Debt Instruments referred to above. It is supplementary to, and should be read in conjunction with, the terms and conditions of the Debt Instruments contained in the Information Memorandum (“**Conditions**”), the Information Memorandum and the Deed Poll entitled “[Australian Debt Instrument Deed Poll/New Zealand Debt Instrument Deed Poll/*other*]” dated [●] made by the Issuer.

Unless otherwise indicated, terms defined in the Conditions have the same meaning in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Debt Instruments or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia, nor a registered bank under the Reserve Bank of New

Zealand Act 1989 of New Zealand. The Debt Instruments are not the obligations of the Australian Government, the New Zealand Government nor of any other government and, in particular, are not guaranteed by the Commonwealth of Australia nor Her Majesty the Queen in right of New Zealand.

The particulars to be specified in relation to the Tranche of Debt Instruments referred to above are as follows:

- | | | | |
|----|--|---|---|
| 1 | Issuer | : | National Bank of Abu Dhabi P.J.S.C. |
| 2 | Type of Debt Instruments | : | The Debt Instruments are [Fixed Rate Debt Instruments/ Floating Rate Debt Instruments/ Zero Coupon Debt Instruments/ Structured Debt Instruments/ <i>specify other</i>] |
| 3 | Method of Distribution | : | [Private / Syndicated Issue] |
| 4 | [Lead Manager[s]/Joint lead Manager[s]] | : | [Specify] |
| 5 | Dealer[s] | : | [Specify] |
| 6 | Registrar | : | [Specify] |
| 7 | Issue and Paying Agent | | [Specify] |
| 8 | Calculation Agent | : | [Specify] |
| 9 | Series Particulars (Fungibility with other Tranches) | : | [Not applicable / <i>specify if Tranche is to form a single Series with an existing Series, specify date on which all Debt Instruments of the Series become fungible (if no specific future date, specify the Issue Date)</i>] |
| 10 | Initial Aggregate Principal Amount of Tranche | : | [Specify] |
| 11 | Issue Date | : | [Specify] |
| 12 | Issue Price | : | [Specify] |
| 13 | Currency | : | [A\$ / <i>specify other</i>] |
| 14 | Denomination[s] | : | [Specify] |
| 15 | Maturity Date | : | [Specify (<i>in the case of an amortising Debt Instruments, insert the date on which the last instalment of principal is payable</i>)] |
| 16 | Record Date | : | [As per the Conditions / <i>specify other</i>] |
| 17 | Condition 7 ("Fixed Rate Debt Instruments") applies | : | [Yes / No]

[If "No", delete following Fixed Rate provisions] |
| | Fixed Coupon Amount | : | [Specify] |
| | Interest Rate | : | [Specify] |

	Interest Commencement Date	:	[Issue Date / <i>specify</i>]
	Interest Payment Dates	:	[<i>Specify</i>]
	Business Day Convention	:	[Following Business Day Convention / Preceding Business Day Convention / No Adjustment / <i>specify other</i>]
	Day Count Fraction	:	[<i>Specify</i>]
18	Condition 8 (“Floating Rate Debt Instruments”) applies	:	[Yes / No] [If “No”, delete following Floating Rate provisions]
	Interest Commencement Date	:	[Issue Date / <i>specify</i>]
	Interest Rate	:	[<i>Specify method of calculation</i>]
	Interest Payment Dates	:	[<i>Specify dates or the Specified Period</i>]
	Business Day Convention	:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment / <i>specify other</i>]
	Margin	:	[<i>Specify (state if positive or negative)</i>]
	Day Count Fraction	:	[<i>Specify</i>]
	Fallback Interest Rate	:	[<i>Specify / Not applicable</i>]
	Interest Rate Determination	:	[ISDA Determination / Screen Rate Determination / Bank Bill Rate Determination]
	<i>[If ISDA Determination applies, specify the following (otherwise delete provisions)]</i>		
	Floating Rate Option	:	[<i>Specify</i>]
	Designated Maturity	:	[<i>Specify</i>]
	Reset Date	:	[<i>Specify</i>]
	<i>[If Screen Rate Determination applies, specify the following (otherwise delete provisions)]</i>		
	Relevant Screen Page	:	[<i>Specify</i>]
	Relevant Time	:	[<i>Specify</i>]
	Reference Rate	:	[<i>Specify</i>]
	Reference Banks	:	[<i>Specify</i>]
	Interest Determination Date	:	[<i>Specify</i>]

[If Bank Bill Rate Determination applies, specify the following (otherwise delete provision)]

Bank Bill Rate	:	[As per Condition 8.6 (“Bank Bill Rate Determination”)/ <i>specify any variation to the Conditions</i>]
Maximum and Minimum Interest Rate	:	[Specify / Not applicable]
Default Rate	:	[Specify <i>(In the case of interest-bearing Debt Instruments, specify rate of interest applying to overdue amounts (if different to usual Interest Rate))</i>]
Rounding	:	[As per Condition 10.6 (“Rounding”) / <i>specify</i>]
Relevant Financial Centre	:	[Applicable / Not applicable]
Linear Interpolation	:	[Applicable / Not applicable] <i>[If applicable, provide details]</i>
19	Condition 9 (“Structured Debt Instruments”) applies	Debt : [Yes / No] <i>[If “Yes”, specify full interest determination provisions, including rate or calculation basis for interest or actual amounts of interest payable, amount and dates for commencement and payment]</i>
20	Amortisation Yield	: [Specify] <i>[In the case of Zero Coupon Debt Instruments, specify the Reference Price]</i>
21	Instalment Details	: [Specify <i>details of Instalments including Instalment Amount and Instalment Dates</i>] / Not applicable]
22	Details of Partly Paid Debt Instruments	: [Specify <i>details</i>] / Not applicable]
23	Condition 11.5 (“Early redemption at the option of Holders (Holder put)”) applies	: [Yes, the Debt Instruments redeemable before their Maturity Date at the option of the Holders / No] <i>[If “No”, delete following Holder put provisions]</i>
	Early Redemption Date(s) (Put)	: [Specify]
	Minimum / maximum notice period for exercise of Holder put	: [Specify]
	Relevant conditions to exercise of Holder put	: [Specify]

- 24 Condition 11.6 (“Early redemption at the option of the Issuer (Issuer call)”) applies : [Yes, the Debt Instruments redeemable before their Maturity Date at the option of the Issuer / No]
[If “No”, delete following Issuer call provisions]
- Minimum / maximum notice period for exercise of Issuer call : [Specify]
- Relevant conditions to exercise of Issuer call : [Specify]
- 25 Minimum / maximum notice period for early redemption for taxation purposes : [As per Condition 11.4 (“Early redemption for taxation reasons”) / specify]
- 26 Additional Conditions : *[Specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included]*
- 27 Clearing System[s] : [Austraclear System / NZClear/ specify others]
- 28 ISIN : [Specify]
- 29 [Common Code] : [Specify]
- 30 [Selling Restrictions] : *[Specify any variation to the selling restrictions set out in the Information Memorandum]*
- 31 Listing : [Not applicable / Australian Securities Exchange / specify details of other relevant stock or securities exchange]
- 32 Australian Domestic Debt Instruments/New Zealand Domestic Debt Instruments/other] : The Debt Instruments are [Australian Domestic Debt Instruments/New Zealand Domestic Debt Instruments/other]
- 33 [Additional Information] : [Specify]

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

CONFIRMED

For and on behalf of
National Bank of Abu Dhabi P.J.S.C.

By:

Title:

Date: _____

Selling Restrictions

*Under the Dealer Agreement dated 10 November 2010 between the Issuer and the Dealers (as amended and supplemented from time to time, the “**Dealer Agreement**”) and subject to the Conditions contained in the Information Memorandum, the Debt Instruments will be offered by the Issuer through one or more Dealers. The Issuer has the sole right to accept any offer to purchase Debt Instruments and may reject that offer in whole or (subject to the terms of the offer) in part. Each Dealer has the right to reject any offer to purchase Debt Instruments made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more financial institutions as a Dealer for a particular Tranche of Debt Instruments or the Programme generally. At the time of any appointment, each such financial institution will be required to represent and agree to the selling restrictions applicable at that time.*

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree, under the Dealer Agreement to comply with any applicable law, regulation or directive in any jurisdiction in which it may subscribe for, offer, sell or transfer Debt Instruments and that it will not, directly or indirectly, subscribe for, offer, sell or transfer Debt Instruments or distribute any Information Memorandum or other offering material in relation to the Debt Instruments, in any jurisdiction, except in accordance with these selling restrictions, any additional restrictions which are set out in the relevant Pricing Supplement and any applicable law, regulation or directive of that jurisdiction.

Neither the Issuer nor any Dealer has represented that any Debt Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale.

The following selling restrictions apply:

1 General

No action has been taken in any jurisdiction that would permit a public offering any of the Debt Instruments or possession or distribution of the Information Memorandum or any other offering material in any country or jurisdiction where action for that purpose is required.

Persons into whose hands this Information Memorandum comes are required by the Issuer and Dealers to comply with all applicable laws, regulations and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Debt Instruments or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Debt Instruments under any applicable law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and neither the Issuer nor any Dealer has responsibility for such matters. In accordance with the above, any Debt Instruments purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Debt Instruments in such jurisdiction.

In these selling restrictions, “**directive**” includes a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply.

In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Debt Instruments in Australia, the United Arab Emirates, the Dubai International Financial Centre, the United Kingdom, the United States of America, Hong Kong, Japan, Singapore, New Zealand and the European Economic Area as set out below.

1 Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or any Debt Instruments has been, or will be, lodged with ASIC. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Pricing Supplement (or another supplement to any Information Memorandum) otherwise provides, it:

- (a) has not made or invited, and will not make or invite, an offer of the Debt Instruments for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any Information Memorandum or any other offering material or advertisement relating to any Debt Instruments in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act;
- (iii) such action complies with:
 - (A) Banking (Exemption) Order No. 82 (and which, as at the date of this Information Memorandum, requires all offers and transfers to be for a consideration of at least A\$500,000); and
 - (B) any other applicable laws, regulations or directives in Australia; and
- (iv) such action does not require any document to be lodged with ASIC.

2 United Arab Emirates

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Debt Instruments have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities. Furthermore, the information contained in this Information Memorandum does not constitute a public offer of securities in the United Arab Emirates in accordance with the Commercial Companies Law (Federal Law No. 8 of 1984 (as amended)) or otherwise, and is not intended to be a public offer and the information contained in this Information Memorandum is not intended to lead to the conclusion of any contract of whatsoever nature within the territory of the United Arab Emirates.

3 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 Debt Instruments have not been and will not be offered to any person in the Dubai International Financial Centre (“**DIFC**”) unless such offer is (a) deemed to be an “Exempt Offer” in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (“**Rules**”) and (b) made only to persons of a type specified in the Rules.

4 The United Kingdom

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

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (UK) (“**FSMA**”) with respect to anything done by it in relation to any Debt Instruments in, from or otherwise involving the United Kingdom;
- (b) in relation to Debt Instruments with a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold, and will not offer or sell, any Debt Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Debt Instruments would otherwise constitute a contravention of section 19 of the FSMA by the Issuer; and
- (c) 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 such Debt Instruments in circumstances in which section 21(1) of the FSMA does not apply to the Issuer.

5 The United States of America

Regulation S; Category 1

The Debt Instruments have not been and will not be registered under the U.S. Securities Act.

Terms used in the following four paragraphs have the meanings given to them by Regulation S.

The Debt Instruments may not be offered, sold, delivered or transferred within the United States of America, its territories or possessions or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or in transactions exempt from the registration requirements of the U.S. Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted under the Dealer Agreement, it will not offer, sell or deliver the Debt Instruments:

- (a) as part of their distribution at any time; and
- (b) otherwise until 40 days after completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Debt Instruments on a syndicated basis, the Lead Manager,

within the United States of America or to, or for the account or benefit of, U.S. persons.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will have sent to each distributor to which it sells Debt Instruments during the distribution compliance period a confirmation or

other notice setting forth the restrictions on offers and sales of the Debt Instruments within the United States of America or to, or for the account or benefit of, U.S. persons.

Until 40 days after the completion of the distribution of all Debt Instruments of the Tranche of which those Debt Instruments are a part, an offer or sale of Debt Instruments within the United States of America by any Dealer or other distributor (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the U.S. Securities Act.

6 Hong Kong

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

- (a) the Debt Instruments have not been authorised by the Hong Kong Securities and Futures Commission;
- (b) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Debt Instruments other than
 - (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) (as amended) of Hong Kong ("**SFO**") and any rules made under the SFO, or
 - (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) (as amended) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (c) unless it is a person permitted to do so under the applicable securities laws of Hong Kong, 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, (in each case, whether in Hong Kong or elsewhere) any advertisement, invitation or other offering material or other document relating to the Debt Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Debt Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

7 Japan

The Debt Instruments have not been and will not be registered under the Financial Instruments and Exchange Law of Japan ("**Financial Instruments and Exchange Law**") and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Debt Instruments directly or indirectly in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws and regulations of Japan. For the purposes of this paragraph, "**Japanese Person**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

8 Singapore

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell the Debt Instruments, nor make the Debt Instruments the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Information Memorandum or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Debt Instruments, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, as amended ("**Securities and Futures Act**");
- (b) to a relevant person pursuant to Section 275(1) of the Securities and Futures Act, or any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, to notify (whether through the distribution of this Information Memorandum or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Debt Instruments or otherwise) each of the following relevant persons specified in Section 275 of the Securities and Futures Act which has subscribed or purchased Debt Instruments from and through that Dealer, namely a person which is:

- (1) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (2) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

that securities (as defined in Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Debt Instruments pursuant to an offer made under Section 275 of the Securities and Futures Act except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the Securities and Futures Act, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4) of the Securities and Futures Act;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the Securities and Futures Act.

9 New Zealand

Each Dealer has represented and agreed that:

- (a) it has not offered or sold, and will not offer or sell, directly or indirectly, any Debt Instruments; and
- (b) it has not distributed and will not distribute, directly or indirectly, any offering materials or advertisement in relation to any offer of Debt Instruments,

in each case in New Zealand other than:

- (i) to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money; or
- (ii) to persons who in all the circumstances can properly be regarded as having been selected otherwise than as members of the public; or
- (iii) to persons who are each required to pay a minimum subscription price of at least NZ\$500,000 for the Debt Instruments before the allotment of those Debt Instruments (disregarding any amounts payable, or paid, out of money lent by the Issuer or any associated person of the Issuer); or
- (iv) in other circumstances where there is no contravention of the N.Z. Securities Act (or any statutory modification or re-enactment of, or statutory substitution for, the N.Z. Securities Act).

10 Public offer Selling Restriction under the Prospectus Directive

Unless otherwise stated in this “Selling Restrictions” section, in relation to each Member State of the European Economic Area (“**EEA State**”) which has implemented the Prospectus Directive (each, a “**Relevant EEA State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant EEA State (“**Relevant Implementation Date**”) it has not made and will not make an offer of Debt Instruments which are the subject of the offering contemplated by this Information Memorandum in relation thereto to the public in that Relevant EEA State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Debt Instruments to the public in that Relevant EEA State:

- (a) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (b) at any time to any legal entity which has two or more of
 - (1) an average of at least 250 employees during the last financial year;
 - (2) a total balance sheet of more than €43,000,000; and
 - (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (c) at any time to fewer than 100 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;

- (d) at any time if the denomination per Debt Instrument being offered amounts to at least €50,000; or
- (e) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Debt Instruments referred to in (a) to (e) 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 Debt Instruments to the public” in relation to any Debt Instruments in any Relevant EEA State means the communication in any form and by any means of sufficient information on the terms of the offer and the Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the Debt Instruments, as the same may be varied in that EEA State by any measure implementing the Prospectus Directive in that EEA State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant EEA State.

11 Variation

These selling restrictions may be changed by the Issuer after consultation with the Dealers including following a change in any law, regulation or directive or in its interpretation or administration by an authority or the introduction of a new law, regulation or directive. Any change will be set out in the Pricing Supplement issued in respect of the Debt Instruments to which it relates (or in another supplement to this Information Memorandum).

Taxation

Australian Taxation

The following is a summary of the Australian taxation treatment, at the date of this Information Memorandum, of the Debt Instruments to be issued by the Issuer under the Programme and certain other matters. It is a general guide and should be treated with appropriate caution. Prospective holders of Debt Instruments who are in any doubt as to their tax position should consult their professional advisers on the tax implications of an investment in the Debt Instruments for their particular circumstances.

1. Interest withholding tax

So long as the Issuer continues to be a non-resident of Australia and the Debt Instruments issued by it are not attributable to a permanent establishment of the Issuer in Australia, payments of principal and interest made under Debt Instruments issued by it should not be subject to Australian interest withholding tax (“**Australian IWT**”).

2. Other tax matters

Under Australian laws as presently in effect:

- (a) *death duties* - no Debt Instruments will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (b) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Debt Instruments;
- (c) *other withholding taxes on payments in respect of Debt Instruments* - so long as the Issuer continues to be a non-resident of Australia and does not carry on business at or through a permanent establishment in Australia, the tax file number requirements of Part VA of the Australian Income Tax Assessment Act 1936 and section 12-140 of Schedule 1 to the Taxation Administration Act 1953 of Australia (“**Taxation Administration Act**”) should not apply in connection with Debt Instruments issued by the Issuer;
- (d) *supply withholding tax* - payments in respect of the Debt Instruments can be made free and clear of the “supply withholding tax” imposed under section 12-190 of Schedule 1 to the Taxation Administration Act; and
- (e) *goods and services tax (“GST”)* - neither the issue nor receipt of the Debt Instruments will give rise to a liability for GST in Australia on the basis that the supply of Debt Instruments will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Debt Instruments, would give rise to any GST liability in Australia.

3. Recent Developments

Taxation of Financial Arrangements

The Tax Laws Amendment (Taxation of Financial Arrangements) Act 2009 of Australia (“**TOFA Act**”) has been enacted. The TOFA Act contains new rules which represent a new code for the taxation of receipts and payments in relation to “financial arrangements”. The new rules contain a number of different methods for bringing to account gains and losses in relation to “financial arrangements” (including fair value, accruals, retranslation, realization, hedging and financial records).

The new rules apply from the commencement of the first tax year beginning on or after 1 July 2010 (although taxpayers may be able to make an election to apply the rules for a tax year commencing on or after 1 July 2009 if they wish to do so). Further, the new rules are not to apply to “financial arrangements” which are current as at the commencement date. In relation to current “financial arrangements” at that time, taxpayers may elect to apply the proposed new rules if they wish, but certain tax adjustments would need to be made if such an election is made.

The TOFA Act does not affect the provisions relating to the imposition of Australian IWT.

New Zealand Taxation

The following is a summary of the New Zealand taxation treatment at the date of this Information Memorandum of the Debt Instruments to be issued by the Issuer under the Programme and certain other matters. It is a general guide and should be treated with appropriate caution. Prospective holders of Debt Instruments who are in any doubt as to their tax position should consult their professional advisers on the tax implications of an investment in the Debt Instruments for their particular circumstances.

1. Resident withholding tax

Under the New Zealand Income Tax Act 2007 (“**New Zealand Tax Act**”), the resident withholding tax (“**RWT**”) rules potentially apply to interest paid to New Zealand residents (or non-residents engaged in business in New Zealand through a fixed establishment, such as a branch, in New Zealand). Any payment of interest made by the Issuer (through the applicable Issue and Paying Agent) on New Zealand Domestic Notes to a New Zealand resident (or such non-resident with a fixed establishment in New Zealand) will be “resident passive income” subject to the RWT rules.

Under the New Zealand Tax Act, certain categories of persons can apply for certificates of exemption from RWT. Interest paid to holders of valid certificates of exemption is not subject to the RWT rules. In broad terms, for the Issuer to be satisfied that this exemption applies to the payment of interest on a New Zealand Domestic Note:

- (a) the Issuer must be satisfied that the holder of the New Zealand Domestic Note is a registered bank under the Reserve Bank of New Zealand Act 1989; or
- (b) the Issuer must have seen a copy of a certificate of exemption issued to the holder.

If the Issuer is not satisfied that the holder has a valid certificate of exemption, the Issuer will deduct RWT from the payment of interest on the New Zealand Domestic Notes. The rate of RWT deducted from the interest will normally be 30 per cent if the holder is a company or unit trust. Holders must furnish their tax file numbers to the Issuer.

Interest paid on Debt Instruments other than New Zealand Domestic Notes should not be subject to the RWT rules.

2. Non-resident withholding tax

If the holder is not:

- (a) tax resident in New Zealand; nor
- (b) engaged in business in New Zealand through a fixed establishment in New Zealand; nor
- (c) a resident of one of the following countries (which have double taxation agreements (“**DTAs**”) in effect with New Zealand at the date of the Prospectus): Australia; Austria; Belgium; Chile; China; the Czech Republic; Denmark; Finland; France; Germany; India; Indonesia; Ireland; Mexico; Norway; Republic of Korea; Russia; Singapore; Switzerland; Taiwan; Thailand; The

Netherlands; The Philippines; United Arab Emirates; the United Kingdom and the United States of America (“**Relevant DTA Countries**”),

the Issuer must deduct non-resident withholding tax (“**NRWT**”) from the interest paid on the New Zealand Domestic Notes. If the interest is non-resident passive income, it is excluded from resident passive income and RWT does not have to be deducted.

A holder of a New Zealand Domestic Note who is neither tax resident in New Zealand nor engaged in business in New Zealand through a fixed establishment in New Zealand and who is resident in a Relevant DTA Country must provide the Issuer with such evidence of the holder’s residence in a Relevant DTA Country and entitlement to benefit under that DTA as the Issuer may require. If the Issuer is not satisfied accordingly, the Issuer will deduct NRWT from the payment of interest on the New Zealand Domestic Notes.

Interest paid on Debt Instruments other than New Zealand Domestic Notes should not be subject to the NRWT rules.

If NRWT is deducted from interest on any Debt Instruments, that NRWT is a final tax applied by New Zealand provided the holder is not associated with the Issuer. Where the NRWT rules apply, interest is excluded from resident passive income and RWT does not have to be deducted.

As set out in more detail in Condition 14 (“Taxation”) of the Debt Instruments, if the Issuer at any time is compelled by law to deduct or withhold an amount in respect of any withholding taxes, the Issuer will deduct the required withholding tax and there will be no grossing-up of the payment.

3. Financial arrangement rules

New Zealand resident holders of Debt Instruments (or non-residents who hold Debt Instruments for the purposes of a business carried on through a fixed establishment, such as a branch, in New Zealand) will be subject to the financial arrangements rules in Part EW of the New Zealand Tax Act with respect to their investment in the Debt Instruments. This is irrespective of the New Zealand withholding tax treatment of interest in respect of those Debt Instruments. Foreign withholding tax deducted from interest paid to such a holder may reduce the amount of New Zealand income tax payable on income recognised in respect of the relevant Debt Instruments under the financial arrangements rules.

Holders of Debt Instruments who are not resident in New Zealand for tax purposes (or who do not hold their Debt Instruments for the purposes of a business carried on through a fixed establishment in New Zealand) will not be subject to the financial arrangements rules. Non-resident holders of New Zealand Domestic Notes may be (but are unlikely to be) subject to New Zealand income tax on any other gains derived from holding the New Zealand Domestic Notes, such as gains on sale.

4. Other tax matters

The Issuer has been advised that under New Zealand laws as presently in effect:

- (A) as New Zealand does not impose any stamp duty (or similar issue or registration tax) and does not impose death duties, no New Zealand stamp duty or death duty will apply to any Debt Instrument or any holder of a Debt Instrument; and
- (B) New Zealand goods and services tax will not apply in respect of any payments made on a Debt Instrument.

The NZClear System will only pay interest on securities lodged in the NZClear System in gross.

United Arab Emirates Taxation

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) and the Dubai Income Tax Decree 1969 (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 United Arab Emirates. 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 United Arab Emirates, Abu Dhabi or Dubai taxation in respect of payments of interest or principal on debt securities (including the Debt Instruments). In the event of the imposition of any such withholding, the Issuer has undertaken to gross-up any payments subject to such withholding.

The Constitution of the United Arab Emirates specifically reserves to the Federal Government of the United Arab Emirates 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 United Arab Emirates has entered into "Double Taxation Arrangements" with certain other countries, but these are not extensive in number.

Directory

Issuer

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United Arab Emirates

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Attention: GM – Liquidity Management and Interest Rate Product Group,
Financial Markets Division

Dealers

Australia and New Zealand Banking Group Limited

(ABN 11 005 357 522, AFSL No. 234527)

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Australia

Telephone: + 61 2 9227 1296

Facsimile: + 61 2 9227 1113

Attention: Head of Bond Syndicate,
Global Markets

Merrill Lynch International (Australia) Ltd

(ABN 31 002 892 846, AFSL No. 235147)

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Australia

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Attention: Debt Capital Markets

UBS AG, Australia Branch

(ABN 47 088 129 613, AFSL No. 231087)

Level 16, Chifley Tower
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Australia

Telephone: + 61 2 9324 2920

Facsimile: + 61 2 8215 8172

Attention: Head of Debt Capital Markets

Australian Registrar

BTA Institutional Services Australia Limited

Level 4, 35 Clarence Street
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Telephone: + 61 2 8295 8100

Attention: Relationship Management Group

New Zealand Registrar

Computershare Investor Services Limited

Level 2, 159 Hurstmere Road
Takapuna
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New Zealand

Attention: Manager, Fixed Interest Registry

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