

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

AMENDED AND RESTATED FINAL TERMS

Amended and Restated Final Terms dated 21 August 2024 which amend and restate the final terms dated 29 August 2019

First Abu Dhabi Bank PJSC

Legal entity identifier (LEI): 2138002Y3WMK6RZS8H90

Issue of U.S.\$50,000,000 Floating Rate Notes due December 2029

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

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 16 July 2019, the supplemental Base Prospectus dated 19 July 2019, the supplemental Base Prospectus dated 8 October 2019, the supplemental Base Prospectus dated 25 October 2019, the supplemental Base Prospectus dated 28 January 2020 and the supplemental Base Prospectus dated 20 May 2020 which together constitute a base prospectus (the "**Base Prospectus**") for the purposes of the UK Prospectus Regulation. This document constitutes the Final Terms relating to

the issue of Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus and its supplements in order to obtain all the relevant information.

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

1. Issuer: First Abu Dhabi Bank PJSC
2. (i) Series Number: 58
(ii) Tranche Number: 1
3. Specified Currency or Currencies: United States Dollars ("U.S.\$")
4. Aggregate Nominal Amount:
(i) Series: U.S.\$50,000,000
(ii) Tranche: U.S.\$50,000,000
5. Issue Price: 100 per cent. of the Aggregate Nominal Amount
6. (i) Specified Denominations: U.S.\$200,000
(ii) Calculation Amount: U.S.\$100,000
7. (i) Issue Date: 3 September 2019
(ii) Interest Commencement Date: Issue Date
8. Maturity Date: 3 December 2029
9. Interest Basis: 3 month U.S.\$ LIBOR + 0.97 per cent. per annum Floating Rate (in respect of each LIBOR Interest Period (as defined below)) (further particulars specified below)

Secured Overnight Financing Rate ("**SOFR**") + 0.97 per cent. per annum +0.26161 per cent. per annum (in respect of each SOFR Interest Period (as defined below)) (further particulars specified below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.
11. Change of Interest or Not Applicable

Redemption/Payment Basis:

- | | | |
|-----|--|----------------|
| 12. | Put/Call Options: | Not Applicable |
| 13. | (i) Status of the Notes: | Senior |
| | (ii) Date Board approval for issuance of Notes obtained: | Not Applicable |
| | (iii) Date of UAE Central Bank approval for issuance of Subordinated Notes obtained: | Not Applicable |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- | | | |
|-----|---|---|
| 14. | Fixed Rate Note Provisions | Not Applicable |
| 15. | Floating Rate Note Provisions | Applicable |
| | (i) Specified Period: | Quarterly |
| | (ii) Specified Interest Payment Dates: | Interest will be payable quarterly in arrear on 3 March, 3 June, 3 September and 3 December in each year, commencing on the First Interest Payment Date up to and including the Maturity Date, subject to adjustment in accordance with the Business Day Convention set out in (iv) below |
| | (iii) First Interest Payment Date: | 3 December 2019, subject to adjustment in accordance with the Business Day Convention out in (iv) below |
| | (iv) Business Day Convention: | Modified Following Business Day Convention |
| | (v) Additional Business Centre(s): | London and New York |
| | (vi) Manner in which the Rate(s) of Interest is/are to be determined: | <p>In respect of each Interest Period up to (and including) the Interest Payment Date on 3 September 2024 (each such Interest Period a "LIBOR Interest Period"): Screen Rate Determination not Referencing SOFR, SONIA or €STR</p> <p>With effect from (and including) the Interest Period commencing on 4 September 2024 and each Interest Period thereafter (each such Interest Period a "SOFR Interest Period"): Screen Rate Determination Referencing SOFR, SONIA or €STR</p> |
| | (vii) Party responsible for calculating the Rate(s) of | Not Applicable |

Interest and Interest
Amount(s) (if not the Fiscal
Agent:

- (viii) Screen Rate Determination not Referencing SOFR, SONIA or €STR: In respect of each LIBOR Interest Period: Applicable
- Reference Rate: 3 month U.S.\$ LIBOR
 - Interest Determination Date(s): Two London business days prior to the first day of any Interest Period
 - Relevant Screen Page: Reuters Screen LIBOR01
 - Relevant Time: 11:00 a.m. London time
 - Relevant Financial Centre: London
- (ix) Screen Rate Determination Referencing SOFR, SONIA or €STR: In respect of each SOFR Interest Period: Applicable
- Reference Rate: SOFR
 - Interest Determination Date(s): The fifth Business Day immediately preceding the Interest Payment Date for each Interest Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable).
 - Calculation Method: Compounded Daily
 - Observation Method: Observation Shift
 - Observation Look-Back Period: Five U.S. Government Securities Business Days
 - Effective Interest Payment Date: Not Applicable
 - Rate Cut-off Date: Not Applicable
 - Relevant Number: Not Applicable
 - D: 360
 - Relevant Screen Page: Not Applicable
 - Relevant Time: Not Applicable

	• Relevant Financial Centre:	Not Applicable
(x)	Margin(s):	In respect of each LIBOR Interest Period: +0.97 per cent. per annum In respect of each SOFR Interest Period: +0.97 per cent. +0.26161 per cent. per annum
(xi)	Minimum Rate of Interest:	Not Applicable
(xii)	Maximum Rate of Interest:	Not Applicable
(xiii)	Day Count Fraction:	Actual/360 with the Calculation Period being subject to adjustment in accordance with the Business Day Convention set out in (iv) above
(xiv)	Linear Interpolation:	Not Applicable
(xv)	Benchmark Replacement fall back:	Condition 8(e)(2) (ARRC) is applicable
16.	Zero Coupon Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

17.	Call Option	Not Applicable
18.	Put Option	Not Applicable
19.	Final Redemption Amount of each Note	100 per cent. of their nominal amount
20.	Early Redemption Amount	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21.	Form of Notes:	Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on in the limited circumstances specified in the Permanent Global Note.
22.	Additional Financial Centre(s):	London and New York
23.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
24.	RMB Settlement Centre(s):	Not Applicable

25. RMB Currency Event: Not Applicable
26. Relevant Currency for Condition 11(k)/12(d): Not Applicable
27. Relevant Spot Rate Screen Pages for Condition 11(k)/12(d): Not Applicable
28. Party responsible for calculating the Spot Rate for Condition 11(k)/12(d): Not Applicable
29. **THIRD PARTY INFORMATION**
- Not Applicable

ADDITIONAL CONDITION RELATING TO THE NOTES

The following additional condition (the "**Additional Condition**") shall apply to the Notes when the applicable Reference Rate is "SOFR" (as specified in these Final Terms):

- (a) ***Screen Rate Determination for Floating Rate Notes Referencing SOFR, SONIA or €STR (other than where in the relevant Final Terms the Reference Rate is specified as being SONIA and the Calculation Method is specified as being "SONIA Index"):***

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

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

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

"**Applicable Period**" means,

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

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

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

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

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

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

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

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

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

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

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

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

"**Observation Period**" means, in respect of an Interest Period, the period from and including the date falling "**p**" Business Days prior to the first day of the

relevant Interest Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"p" means, for any Interest Period:

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

"r" means:

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

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

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

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

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

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

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

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

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

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

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

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

"Weighted Average Reference Rate" means:

- (A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be

deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

- (B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day;
- (iii) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "SOFR Index", the Rate of Interest for each Interest Period will, subject as provided below, be Compounded SOFR (as defined below) plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

"**Compounded SOFR**" means:

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

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

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

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

- (a) the SOFR Index value as published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) as such index appears on the New York Fed's Website at 5.00 p.m. (New York City time) on such U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or
- (b) if a SOFR Index value does not so appear as specified in (i) above at the SOFR Determination Time, then:

- (i) if a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to the then-current Benchmark, Compounded SOFR shall be the SOFR Index Unavailable value; or
- (ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, then Compounded SOFR shall be the rate determined pursuant to Condition 8(e) (*Floating Rate Note Provisions – Benchmark Replacement*);

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

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

"**SOFR Index Unavailable**" means if a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated Interest Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to the then-current Benchmark, "Compounded SOFR" means, for the relevant Interest Period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR Averages, and definitions required for such formula, published on the New York Federal Reserve's Website at <https://www.newyorkfed.org/markets/treasury-repo-reference-ratesinformation>;

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

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

published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

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

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

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

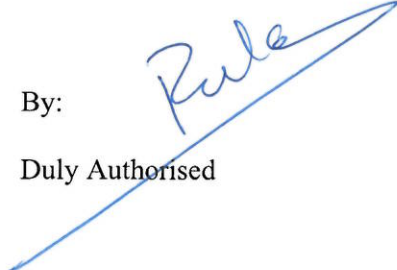
- (viii) For the purposes of this Condition (*Screen Rate Determination for Floating Rate Notes Referencing SOFR, SONIA or €STR (other than where in the relevant Final Terms the Reference Rate is specified as being SONIA and the Calculation Method is specified as being "SONIA Index")*):

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

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

By:

Duly Authorised



By:

Duly Authorised



PART B – OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading: Application has been made by the Bank (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange with effect from the Issue Date.
- (ii) Estimate of total expenses related to admission to trading: GBP 2,185.

2. RATINGS

Ratings: On the Issue Date, the Notes were rated:

Moody's Aa3 (Stable)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

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

4. REASONS FOR THE OFFER

Reasons for the offer: The net proceeds of the issuance of the Notes will be used to fund or refinance, in whole or in part, eligible projects in eligible categories which are defined in the Issuer's Green Bond Framework.

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

- Renewable energy;
- Energy efficiency;
- Pollution prevention and control;
- Sustainable management of living natural resources;
- Terrestrial and aquatic biodiversity conservation;
- Clean transportation;
- Sustainable water management;
- Climate change adaptation; and
- Eco-efficient product technologies

Up to 100% of the proceeds may be applied to refinance existing eligible projects within the eligible categories that are currently funded by the Issuer. Proceeds used for refinancing eligible projects will be substituted in favour of funding new eligible projects within eligible categories as and when these become funded by the Issuer.

The Issuer expects that the proceeds will be allocated to eligible projects within the Middle East region. However, given the nature of the Issuer's business and the international operations of the Issuer's clients, the proceeds may be used globally without geographical restriction.

Where any portion of the proceeds has not been applied to finance eligible projects within eligible categories the proceeds may be invested according to local liquidity management guidelines pending investment in eligible projects.

5. ESTIMATED NET PROCEEDS

U.S.\$50,000,000

6. Fixed Rate Notes only – YIELD

Indication of yield:

Not Applicable

7. U.S. SELLING RESTRICTIONS

Regulation S Compliance Category 2;
TEFRA D

8. OPERATIONAL INFORMATION

ISIN:

XS2047618769

Common Code:

204761876

CFI:

DTVNFB, as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN

FISN:

FIRST ABU DHABI/VAREMTN 20291200, as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN

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

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

Delivery: Delivery against payment

9. **DISTRIBUTION**

(i) Method of distribution: Non-syndicated

(A) If syndicated, names of Managers: Not Applicable

(B) Stabilisation Manager(s) (if any): Not Applicable

(ii) Prohibition of Sales to EEA Retail Investors: Not Applicable

(iii) Prohibition of Sales to United Kingdom Retail Investors: Applicable

(iv) If non-syndicated, name of relevant Dealer: Citigroup Global Markets Limited