

**AMENDED AND RESTATED  
AGENCY AGREEMENT**

**DATED 31 JANUARY 2024**

**DIB SUKUK LIMITED**

**U.S.\$7,500,000,000  
TRUST CERTIFICATE ISSUANCE PROGRAMME**

**ALLEN & OVERY**

Legal Consultants

**Allen & Overy LLP**

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**THIS AMENDED AND RESTATED AGENCY AGREEMENT** is dated 31 January 2024 and made

**BETWEEN:**

- (1) **DIB SUKUK LIMITED** (in its capacities as issuer and trustee for the Certificateholders, the **Trustee**);
- (2) **DUBAI ISLAMIC BANK PJSC (DIB)**;
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the **Delegate**, which expression shall include such company and its successors and all other persons acting from time to time as delegate of the Trustee pursuant to and in accordance with the Master Trust Deed (as defined below) and with the benefit of the protections set out therein);
- (4) **DEUTSCHE BANK AG, LONDON BRANCH** (in its capacity as principal paying agent, the **Principal Paying Agent**, which expression shall include any successor principal paying agent appointed under Clause 24 and, together with any further or other paying agents appointed from time to time in respect of the Certificates, the **Paying Agents** and each a **Paying Agent**), and as a transfer agent, in such capacity and together with any further or other transfer agents appointed from time to time in respect of the Certificates, the **Transfer Agents**); and
- (5) **DEUTSCHE BANK LUXEMBOURG S.A.** (in its capacity as registrar, the **Registrar**, which expression shall include any successor registrar appointed under Clause 24).

**WHEREAS:**

- (A) The Trustee has established a trust certificate issuance programme (the **Programme**) pursuant to which the Trustee may issue from time to time up to U.S.\$7,500,000,000 of trust certificates (**Certificates**) in Series.
- (B) Certificates issued under the Programme will be constituted by an amended and restated master trust deed dated the date hereof (the **Master Trust Deed**) between the Trustee, DIB and the Delegate and, in relation to each Tranche, a supplemental trust deed (each a **Supplemental Trust Deed** and, together with the Master Trust Deed, each a **Trust Deed**). Each Certificate will represent an undivided ownership interest in the relevant Trust Assets (as defined in the relevant Trust Deed).
- (C) In connection with the Programme, the Trustee, DIB, the Delegate, the Principal Paying Agent and the Registrar entered into an amended and restated agency agreement dated 16 November 2022 (the **Original Agency Agreement**).
- (D) The parties to this Agreement have agreed to make certain modifications to the Original Agency Agreement.
- (E) This Agreement amends and restates the Original Agency Agreement. Each Series of Certificates issued on or after the date hereof shall be issued under the Programme pursuant to this Agreement. This does not affect any Series of Certificates issued under the Programme prior to the date hereof.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Master Trust Deed, the Conditions and, with respect to each Tranche only, the

applicable Final Terms and not otherwise defined in this Agreement shall have the same meanings in this Agreement, except where the context otherwise requires.

1.2 In addition, in this Agreement:

**Agents** means the Registrar, the Principal Paying Agent, the other Paying Agents, the other Transfer Agents and any Calculation Agent;

**applicable Final Terms** means, in relation to each Tranche, the final terms of that Tranche in or substantially in the form set out in Schedule 3, as completed by the Trustee and DIB at the time of issue of the relevant Tranche;

**Authorised Person** means any person who is designated in writing by the Trustee from time to time to give Instructions to the Agents under the terms of this Agreement;

**Calculation Agent** means, in relation to any Series, the institution appointed as calculation agent for the purposes of such Series and named as such in the applicable Final Terms, or in the case of the Principal Paying Agent, pursuant to Clause 2, or, in the case of any other institution, pursuant to a letter of appointment in, or substantially in, the form set out in Schedule 2 (and, in any case, any successor to such institution in its capacity as such);

**Calculation Agent Appointment Letter** means the letter substantially in the form set out in Schedule 2;

**Code** means the US Internal Revenue Code of 1986, as amended;

**Dispute** has the meaning given in Clause 34.2;

**FATCA Exempt Party** means, in connection with any payments due on the Certificates, a party that is able to receive such payment free from FATCA Withholding;

**FATCA Withholding** means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law in any jurisdiction implementing such an intergovernmental agreement);

**Instructions** means any written notices, written directions or written instructions received by the Agents in accordance with this Agreement from an Authorised Person or from a person reasonably believed by the Agent to be an Authorised Person;

**LCIA** has the meaning given in Clause 34.2;

**Local Business Day** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the city in which the Principal Paying Agent has its Specified Office;

**Proceedings** has the meaning given in Clause 34.5;

**Put Notice** means a notice in the form set out in Schedule 4;

**Rules** has the meaning given in Clause 34.2; and

**Specified Office** of any Agent means the office specified against its name in Schedule 1 or, in the case of any Agent not originally a party to this Agreement, specified in its terms of appointment or another office specified by the relevant Agent by notice to the Trustee, DIB and the other parties to this Agreement in accordance with Clause 24.7.

- 1.3 In this Agreement, unless the contrary intention appears, a reference to:
- (a) an **amendment** includes a supplement, restatement or novation and **amended** is to be construed accordingly;
  - (b) a **person** includes any individual, company, unincorporated association, government, state agency, international organisation or other entity and, in all cases, includes its successors and assigns;
  - (c) a **Clause**, a **paragraph** or a **Schedule** is a reference to a clause or paragraph of, or a schedule to, this Agreement;
  - (d) any **Transaction Document** or a **document** or any **provision** of any such Transaction Document or other document is a reference to that Transaction Document or other document or provision as amended, novated, supplemented, extended, replaced or restated from time to time; and
  - (e) a time of day is a reference to London time.
- 1.4 The headings in this Agreement do not affect its interpretation.
- 1.5 In this Agreement:
- (a) words denoting the singular shall include the plural and vice versa; and
  - (b) words denoting one gender only shall include the other gender.
- 1.6 All references to an amount falling due in respect of any Certificates shall be deemed to include any amounts which are expressed to be payable under the Certificates.
- 1.7 All references in this Agreement to costs or charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof.
- 1.8 All references in this Agreement to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.
- 1.9 All references to Certificates which are to have a "listing" or to be "listed" (a) on Euronext Dublin, **listing** and **listed** shall be construed to mean that such Certificates have been admitted to the Official List and admitted to trading on the Euronext Dublin Regulated Market, (b) on Nasdaq Dubai, **listing** and **listed** shall be construed to mean that such Certificates have been admitted to the DFSA Official List and admitted to trading on Nasdaq Dubai and (c) on any other Stock Exchange in a jurisdiction within the European Economic Area, **listing** and **listed** shall be construed to mean that the Certificates have been admitted to trading on a market within that jurisdiction which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

- 1.10 All references in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so admits, be deemed to include references to any additional or alternative clearing system in which the relevant Certificates are from time to time accepted for clearance.
- 1.11 For the purposes of this Agreement, the Certificates of each Series shall form a separate series of Certificates and the following provisions of this Agreement (except where the context does not permit) shall apply *mutatis mutandis* separately and independently to the Certificates of each Series and, in this Agreement (except as aforesaid), the expressions **Certificates** and **Certificateholders** and related expressions shall (where appropriate) be construed accordingly.

## **2. APPOINTMENT OF AGENTS**

- 2.1 The Trustee (and for the limited purpose set out in Clause 2.4, the Delegate) hereby appoints, on the terms and subject to the conditions of this Agreement, Deutsche Bank AG, London Branch at its specified office in London as Principal Paying Agent in respect of the Certificates, a Transfer Agent in respect of the Certificates and, subject to Clauses 22.9 and 22.10, as Calculation Agent for the purposes of determining certain Periodic Distribution Amounts payable in respect of the Certificates.
- 2.2 The Trustee (and for the limited purpose set out in Clause 2.4, the Delegate) hereby appoints, on the terms and subject to the conditions of this Agreement, Deutsche Bank Luxembourg S.A. at its specified office in Luxembourg as Registrar.
- 2.3 Each Agent accepts its appointment, and agrees to act, as agent of the Trustee in relation to the Certificates and agrees to comply with the terms of this Agreement and the Conditions. Each Agent shall only be obliged to perform the duties specified for it in this Agreement, the Conditions and the applicable Final Terms and shall have no implied duties. The obligations of the Agents under this Agreement are several and not joint. No Agent shall be obliged to perform additional duties unless it shall have previously agreed in writing to perform such duties. If the Conditions are amended on or after a date on which any Agent accepts any appointment in a way that affects the duties expressed to be performed by such Agent, such Agent shall not be obliged to perform such duties as so amended unless it has first approved in writing the relevant amendment to the Conditions.
- 2.4 Each Agent shall, on demand in writing by the Delegate made at any time after a Dissolution Event or a Potential Dissolution Event shall have occurred or the Certificates shall otherwise have become due and payable and until further notified in writing by the Delegate to the contrary, so far as permitted by applicable law:
- (a) act as agent of the Delegate in relation to payments to be made under the Master Trust Deed, the relevant Supplemental Trust Deed and the Certificates *mutatis mutandis* on the terms of this Agreement (save that the Delegate's liability under any provision of this Agreement for the indemnification, remuneration and payment of any expenses of any Agent shall be limited to the amounts for the time being held on trust under the Master Trust Deed and the relevant Supplemental Trust Deed in relation to the Certificates and available for the purpose) and thereafter hold all Certificates and all sums, documents and records held by them in respect of the Certificates on behalf of the Delegate; and/or
  - (b) deliver up all Certificates and all sums, documents and records held by them in respect of the Certificates to the Delegate or as the Delegate shall direct in such notice, provided that such notice shall be deemed not to apply to any documents or records which the relevant Agent is obliged not to release by any law or regulation.
- 2.5 Pursuant to the Master Trust Deed, the Delegate may, by notice in writing to the Trustee, DIB and the Agents require the Trustee or DIB, as the case may be, to make all subsequent payments in respect of

the Certificates to or to the order of the Delegate and not to the Principal Paying Agent with effect from the issue of any such notice and until such notice is withdrawn. Any such payments shall be in full and final discharge of the Trustee's or DIB's corresponding obligations in respect of the Certificates.

- 2.6 Each Agent hereby agrees to accept its appointment by the Delegate upon receipt of the notice referred to in Clause 2.4.
- 2.7 The Trustee shall forthwith notify the Agents of any change in the person or persons comprising the Delegate.
- 2.8 The Trustee confirms and each Agent acknowledges that the rights of the Trustee under this Agreement are held by the Trustee pursuant to the Master Trust Deed. In accordance with the terms of this Agreement, each Agent hereby agrees to comply with instructions given to it by the Trustee or, as the case may be, the Delegate.

### **3. AUTHENTICATION AND DELIVERY OF CERTIFICATES**

- 3.1 The Trustee authorises and instructs the Registrar (or its agent on its behalf) to authenticate (or procure the authentication of) each Global Certificate in accordance with the terms of the relevant Trust Deed and deliver, on the date the Certificates are issued, such Global Certificate to the depositary common to Euroclear and Clearstream, Luxembourg or to such clearing system or other depositary or custodian for a clearing system as shall have been agreed between the Trustee and the Principal Paying Agent or otherwise, at such time, on such date, to such person and in such place as may have been agreed between the Trustee and the Principal Paying Agent.
- 3.2 The Trustee authorises and instructs the Registrar to cause each Global Certificate to be exchanged for definitive Certificates (if applicable) in accordance with its terms and to instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchanges. Following the exchange of the last interest in a Global Certificate, the Registrar shall cause the relevant Global Certificate to be cancelled and delivered to the Trustee or as it may otherwise direct in writing.
- 3.3 If a Global Certificate is to be exchanged in accordance with its terms for definitive Certificates, the Trustee undertakes that it will deliver to, or to the order of, the Principal Paying Agent as soon as reasonably practicable and in any event not later than the day before the relevant exchange is due to take place, definitive Certificates in an aggregate face amount equal to the face amount of the relevant Global Certificate to be exchanged. Each definitive Certificate so delivered shall be duly executed on behalf of the Trustee.
- 3.4 The Trustee authorises and instructs the Registrar (or its agent on its behalf) to authenticate each definitive Certificate delivered pursuant to Clause 3.3.
- 3.5 Each Agent shall cause any definitive Certificates delivered to and held by it under this Agreement to be maintained in safe custody and shall only issue definitive Certificates in accordance with the terms of the relevant Global Certificate, the Master Trust Deed, the relevant Supplemental Trust Deed, the Conditions, the applicable Final Terms and the provisions of this Agreement.
- 3.6 The Principal Paying Agent shall provide Euroclear and/or Clearstream, Luxembourg with the notifications, instructions or information to be given by the Agent to Euroclear and/or Clearstream, Luxembourg.
- 3.7 So long as any of the Certificates are outstanding (as defined in the Master Trust Deed) the Registrar shall, within seven Local Business Days of any written request by the Trustee or the Delegate, certify

to the Trustee or, as the case may be, the Delegate the number of definitive Certificates held by it under this Agreement.

- 3.8 The Principal Paying Agent shall (a) (where a further Tranche is to be issued which is intended to be consolidated and form a single Series with an existing Tranche at a point after the Issue Date of the further Tranche) ensure that the Certificates of each Tranche are assigned, as applicable, security numbers (including, but not limited to, common codes and ISINs) which are different from the security numbers assigned to Certificates of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series and (b) (in the case of any Tranche of any Series of Certificates which is not the first Tranche) instruct the relevant clearing system(s) to make the appropriate entries in their records to reflect the initial outstanding aggregate face amount of the relevant Tranche of Certificates.

#### **4. ISSUANCE OF CERTIFICATES**

- 4.1 Upon the conclusion of any agreement to issue Certificates, the Trustee shall, as soon as practicable but in any event not later than 5.00 p.m. on the third Business Day prior to the proposed Issue Date:
- (a) confirm by fax or other agreed method to the Principal Paying Agent all such information as the Principal Paying Agent may reasonably require to carry out its functions under this Agreement and, in particular, whether customary eurobond or medium term note settlement and payment procedures will apply to the Certificates and (if medium term note settlement and payment procedures are to apply) the account of the Trustee to which payment should be made;
  - (b) deliver a duly executed copy of the applicable Final Terms to the Principal Paying Agent and the Registrar; and
  - (c) ensure that there is delivered to the Registrar the relevant Global Certificate in unauthenticated form but executed on behalf of the Trustee and otherwise complete.

#### **5. ACCOUNTS AND PAYMENT**

- 5.1 The Trustee undertakes that it shall have opened, prior to the Issue Date, and undertakes that it shall, for as long as any Certificates are outstanding, maintain in its name in London, the Transaction Account which account shall be non-interest bearing and operated by the Principal Paying Agent on behalf of the Trustee for the benefit of the Certificateholders.
- 5.2 The Trustee shall unconditionally cause to be deposited by wire transfer into the relevant Transaction Account by no later than 10.00 a.m. local time in the principal financial centre of the country of the Specified Currency:
- (a) at least one Business Day preceding each Periodic Distribution Date, to the extent paid by the Service Agent pursuant to the Service Agency Agreement an amount equal to the Periodic Distribution Amount due on that Periodic Distribution Date;
  - (b) other than in the case of a Certificateholder Put Option or a Dissolution Event, on the Business Day preceding the relevant Dissolution Date or any earlier date on which, all outstanding Certificates are redeemed in accordance with the Conditions, and to the extent paid by DIB pursuant to the Purchase Undertaking or Sale Undertaking, as the case may be, all amounts paid to it by DIB pursuant to the Purchase Undertaking or Sale Undertaking, as the case may be;



- (c) in the case of a Certificateholder Put Option, on the Business Day preceding the relevant Certificateholder Put Option Date an amount equal to the Optional Dissolution Amount (Certificateholder Put) specified in the applicable Exercise Notice delivered under the Purchase Undertaking; and
- (d) in the case of a Dissolution Event, on the Business Day preceding the relevant Dissolution Date, and to the extent paid by DIB pursuant to the Purchase Undertaking all amounts paid to it by DIB pursuant to the Purchase Undertaking.

5.3 The Trustee shall procure that:

- (a) in the case of Clause 5.2(a), by no later than 1:00 p.m. on the second Business Day preceding each Periodic Distribution Date; and
- (b) in the case of Clauses 5.2(b), 5.2(c) and 5.2(d), by no later than 1:00 p.m. on the second Business Day preceding the relevant Dissolution Date,

the bank effecting payment to the Transaction Account confirms by authenticated SWIFT message to the Principal Paying Agent the irrevocable payment instructions relating to such payment.

5.4 The Trustee hereby instructs the Principal Paying Agent to, and the Principal Paying Agent agrees that it shall, on each Periodic Distribution Date, the Scheduled Dissolution Date and on any Dissolution Date, apply the monies standing to the credit of the Transaction Account in accordance with Condition 4.2.

5.5 The Trustee agrees that it will not issue any instructions to the Principal Paying Agent that conflict with the instructions set out above and further agrees that any contrary instructions it may give to the Principal Paying Agent shall constitute a breach of this Agreement.

5.6 In respect of all Periodic Distribution Amounts, the Principal Paying Agent shall perform its obligations as set out in, and in accordance with the terms of, the Conditions and the applicable Final Terms.

5.7 The Principal Paying Agent shall apply each amount paid to it under this Clause 5 in accordance with the provisions of this Agreement, the Master Trust Deed and the Conditions.

## **6. NOTIFICATION OF NON-RECEIPT OF PAYMENT**

The Principal Paying Agent shall notify each of the other Paying Agents, the Registrar and the Delegate forthwith:

- (a) if by the relevant date specified in Clause 5.2 the full amount (in cleared funds) required to be deposited into the Transaction Account on that date has not been so deposited and such notice shall specify the amount of any shortfall between the amount so falling due and the amount actually deposited. In such event, the Principal Paying Agent may, but shall have no obligation to, make any payment to Certificateholders of such amounts payable under the Master Trust Deed or any other Transaction Document, as the case may be, due on such date; and
- (b) if there is deposited into the Transaction Account the full amount of any sum payable in respect of the Certificates after such date.

The Principal Paying Agent shall, at the expense of the Trustee, forthwith upon receipt of any amount as described in paragraph (b) above, cause notice of that receipt to be published under Condition 17.

## **7. DUTIES OF THE PAYING AGENTS**

- 7.1 The Paying Agents shall, upon receipt of any necessary information from the Registrar, act as paying agents of the Trustee in respect of the Certificates and shall pay or cause to be paid, on behalf of the Trustee or, as the case may be, the Delegate, on and after each date on which any payment becomes due and payable, any Dissolution Amount or Periodic Distribution Amount then payable under the Conditions and this Agreement. If any payment provided for pursuant to Clause 5 is made late but otherwise pursuant to the terms of this Agreement, the Paying Agents shall nevertheless act as paying agents following acknowledgement by them of the receipt of the relevant payment.
- 7.2 If default is made by the Trustee in respect of the amount of any payment required to be made to the Transaction Account pursuant to Clause 5, then unless and until the full amount of the relevant payment has been made in accordance with the provisions of this Agreement (except as to the time of making the same) or other arrangements satisfactory to the Principal Paying Agent have been made, no Paying Agent shall be bound to act as paying agent.
- 7.3 Subject as provided above, the Principal Paying Agent shall pay or cause to be paid on behalf of the Trustee or, in the circumstances contemplated in Clause 2.4, the Delegate, on and after each date on which any payment becomes due and payable, the amounts payable in respect of each Certificate under the Conditions and the provisions of this Agreement and, in the case of a payment of the Dissolution Amount, following receipt of the Certificate at the specified office of any Paying Agent. No Agent shall be obliged to make payment to the holders of Certificates until such time as it has received funds and has been able to identify or confirm receipt of funds.
- 7.4 Whilst any Certificates are represented by a Global Certificate, all payments due in respect of the Certificates shall be made to, or to the order of, the holder of the relevant Global Certificate, subject to and in accordance with the provisions of the relevant Global Certificate. On the occasion of each payment, the Paying Agent to which the relevant Global Certificate was presented for the purpose of making the payment shall notify the Registrar which shall make an appropriate entry in the Register to evidence the amount and date of the relevant payment.
- 7.5 If the amount payable in respect of any Certificate is not paid in full when due (otherwise than as a result of withholding or deduction for or on account of any Taxes as permitted by the Conditions or by reason of a FATCA Withholding) the Registrar shall make a note of the details of such shortfall in payment in the Register.
- 7.6 Each Agent undertakes to inform the Trustee as soon as reasonably practicable if it is not, or ceases to be, a FATCA Exempt Party. If the Trustee determines in its sole discretion that it will be required to withhold or deduct any FATCA Withholding in connection with any payment due on any Certificates, then the Trustee will be entitled to re-direct or re-organise any such payment in any way that it sees fit in order that the payment may be made without FATCA Withholding provided that any such re-direction or re-organisation of any payment is made through a recognised institution of international standing and such payment is otherwise made in accordance with this Agreement.
- 7.7 Notwithstanding any other provision of this Agreement and the Conditions, the Principal Paying Agent shall be entitled to make a withholding or deduction from any payment which it makes under this Agreement for or on account of any present or future taxes, duties or charges if and to the extent so required by any Applicable Law, in which event the Principal Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount(s) so withheld or deducted. For the avoidance of doubt, FATCA Withholding is a withholding

or deduction which is deemed to be required by Applicable Law for the purposes of this Clause 7.7. For the avoidance of doubt, the Principal Paying Agent shall have no obligation to pay any additional amount as a result of such withholding tax. In this Clause 7.7, **Applicable Law** means any law or regulation.

## **8. REIMBURSEMENT OF THE PAYING AGENTS**

8.1 If a Paying Agent other than the Principal Paying Agent makes any payment in accordance with this Agreement:

- (a) it shall notify the Principal Paying Agent of the amount so paid by it and the serial number and outstanding amount of each Certificate in relation to which such payment was made; and
- (b) subject to, and to the extent of, the compliance by the Trustee with Clause 5 (in each case whether or not due at the time), the Principal Paying Agent shall pay to such Paying Agent out of the funds received by it under Clause 5.4 by wire transfer in the Specified Currency and in same day, freely transferable, cleared funds to such account with such bank as such Paying Agent has by notice to the Principal Paying Agent specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

8.2 If the Principal Paying Agent makes any payment in accordance with this Agreement, it shall be entitled to appropriate for its own account out of the funds received by it under Clause 5.4 an amount equal to the amount so paid by it.

8.3 A Paying Agent shall only be under an obligation to make a payment in respect of any Certificates on or after the due date for such payment under the Conditions at a time at which the full amount of the relevant payment due under Clause 5 has been deposited into the Transaction Account. Notwithstanding the foregoing, if a Paying Agent makes a payment in respect of the Certificates on or after the due date for such payment under the Conditions at a time at which the Principal Paying Agent has not received the full amount of the relevant payment due under Clause 5 into the Transaction Account and the Principal Paying Agent is not able out of funds deposited into the Transaction Account under Clause 5 to reimburse such Paying Agent therefor (by appropriation under Clause 8.2 above), the Trustee shall from time to time on demand pay, to the extent of funds available pursuant hereto, to the Principal Paying Agent for the account of such Paying Agent the amount so paid out by such Paying Agent and not so reimbursed to it, provided however that any such payment shall satisfy *pro tanto* the obligations of the Trustee under Clause 5.

## **9. CALCULATION OF RATES, PERIODIC DISTRIBUTION AMOUNTS AND PERIODIC DISTRIBUTION DATES**

9.1 The Calculation Agent shall determine the Rate, the Periodic Distribution Amount and the Periodic Distribution Date for the relevant Return Accumulation Period, all subject to and in accordance with the Conditions and the applicable Final Terms.

9.2 The Calculation Agent will cause its determination of the Rate, the Periodic Distribution Amount and the Periodic Distribution Date for each Return Accumulation Period to be notified to the Trustee, the Delegate, DIB and each Agent as soon as possible after their determination but in any event not later than the first day of the relevant Return Accumulation Period and the Trustee shall arrange for such information to be published in accordance with Condition 17 as soon as practicable after receipt of the information but in no event later than the fourth Local Business Day thereafter. The Calculation Agent will be entitled to recalculate any Periodic Distribution Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Return Accumulation Period and any such recalculation will be notified to the Trustee, the Delegate, DIB, the

Paying Agents and any stock exchange on which the Certificates are for the time being listed and the Trustee shall arrange for notice thereof to be published in accordance with Condition 17 as soon as practicable after such determination but in no event later than the fourth Business Day thereafter.

- 9.3 The Calculation Agent will maintain a record of all quotations obtained by it and of all amounts, rates and other items determined or calculated by it and make such records available for inspection at all reasonable times by the Trustee, the Delegate, DIB and the Paying Agents.
- 9.4 If the Rate is less than the minimum Specified Denomination, the Calculation Agent shall not be obliged to publish each Periodic Distribution Amount but instead may publish only the Rate and the Periodic Distribution Amount in respect of a Certificate having the minimum Specified Denomination. In the event of any such amendment, the Trustee shall notify each Agent and the relevant Stock Exchange by facsimile of the new Periodic Distribution Amount.
- 9.5 If the Calculation Agent does not for any reason determine and/or publish the Rate and/or the Periodic Distribution Amount and/or the Periodic Distribution Date in respect of any Return Accumulation Period as provided in this Clause 9, it shall forthwith notify the Trustee, DIB, the Principal Paying Agent and the Delegate of such fact.
- 9.6 If, following the determination or calculation under Condition 7.6, in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Clause 9, it shall forthwith notify the Trustee and DIB of such fact. If the Calculation Agent is not promptly provided with the necessary direction or clarification, or is otherwise unable to make such determination or calculation under this Clause 9 for any reason, it shall forthwith notify the Trustee, DIB, the Principal Paying Agent and the Delegate of such fact and shall be under no obligation to make such determination or clarification and shall incur no liability for not doing so.
- 9.7 The determination by the Calculation Agent of any amount or of any state of affairs, circumstances, event or other matter, or the formation of any opinion or the exercise of any discretion or the making of any decision required or permitted to be determined, decided, formed or exercised by the Calculation Agent under or pursuant to this Agreement and/or the Conditions shall (in the absence of manifest error) be final and binding on the Trustee, the Delegate, the Agents and the Certificateholders. In the absence of wilful default, gross negligence or fraud, no liability to the Trustee, the Delegate, the Agents or the Certificateholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Agreement or any other Transaction Documents to which it is a party.
- 9.8 The Calculation Agent shall not be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Agreement or the Conditions arising as a direct or indirect result of any force majeure or act of state beyond its control, provided that the Calculation Agent shall notify the Trustee and the Delegate as soon as reasonably practicable after the occurrence of any such event.

## **10. NOTICE OF WITHHOLDING OR DEDUCTION**

- 10.1 If the Trustee is, in respect of any payment, compelled to withhold or deduct any amount for or on account of any Taxes as contemplated by Condition 11, the Trustee shall give notice to the Principal Paying Agent and the Delegate as soon as it becomes aware of the requirement to make the withholding or deduction and shall give to each of the Principal Paying Agent and the Delegate such information as it shall require to enable it to comply with the requirement.

10.2 If any Agent is, in respect of any payment under the Certificates to be made pursuant to this Agreement, compelled to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, other than as arising under Clause 10.1 or by virtue of the relevant holder failing to satisfy any certification or other requirement in respect of its Certificates, it shall give notice of that fact to the Trustee, the Delegate and the Principal Paying Agent as soon as it becomes aware of the compulsion to withhold or deduct.

## 11. DUTIES OF THE REGISTRAR

11.1 The Registrar shall so long as any Certificate is outstanding:

- (a) maintain at its specified office outside the United Kingdom a register (the **Register**) of the Certificateholders which shall show (i) the outstanding face amount of Certificates represented by each Global Certificate, (ii) the outstanding face amounts and the serial numbers of any definitive Certificates, (iii) the dates of issue of the Certificates, (iv) all subsequent transfers and changes of ownership of any Certificates, (v) the names, addresses and account details of Certificateholders holding both Global Certificates and definitive Certificates, (vi) all payments of Periodic Distribution Amounts and any Dissolution Amount made, (vii) all cancellations of Certificates, whether because of their replacement or otherwise, and (viii) all replacements of Certificates (subject, where appropriate in the case of (vii), to the Registrar having been notified as provided in this Agreement);
- (b) effect exchanges of interests in each Global Certificate for definitive Certificates in accordance with the Conditions, the applicable Final Terms and this Agreement, keep a record of all such exchanges and ensure that each of the Principal Paying Agent, the Trustee, DIB and the Delegate is notified forthwith after any such exchange;
- (c) register all transfers of Global and definitive Certificates;
- (d) receive any document in relation to or affecting the title to any Certificates including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney;
- (e) if appropriate, charge to the holder of a Certificate presented for transfer: (i) the costs or expenses (if any) of delivering Certificates issued on transfer other than by regular uninsured mail; and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration;
- (f) procure that all necessary annotations are made on the Global Certificate: (i) representing interests in such Global Certificate, and (ii) including any Periodic Distribution Amounts paid thereon;
- (g) maintain proper records of the details of all documents and certifications received by each Transfer Agent;
- (h) prepare all such lists of Certificateholders as may be required by the Trustee, the Delegate or the Principal Paying Agent or any person authorised by any of them;
- (i) subject to applicable laws and regulations at all reasonable times during office hours make the Register available to the Trustee, DIB, the Delegate or the Principal Paying Agent or any person authorised by any of them or the holder of any Certificate for inspection and for the taking of copies or extracts;
- (j) notify the Principal Paying Agent upon its request not less than seven Business Days before

the relevant Record Date of the names and addresses of all Certificateholders at the close of business on the relevant record date and the amounts of their holdings in order to enable the Principal Paying Agent to make or arrange for due payment to such holders of the amounts due to them;

- (k) comply with the proper and reasonable requests of the Trustee and, as the case may be, the Delegate with respect to the maintenance of the Register and give to the Agents such information as may be required by them for the proper performance of their respective duties; and
- (l) subject to payment of (or the giving of such indemnity as the Trustee and the Registrar may reasonably require in respect of) any stamp duty, tax or other governmental charges which may be imposed in relation to such transfer forthwith, and in any event within five business days (as defined in Condition 2.2) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other regulations), issue Certificates for transfer duly dated and completed in the name of the registered holders and deliver such Certificates at its Specified Office or at the Specified Office of the relevant Transfer Agent or mail the relevant Certificates by uninsured mail at the risk of the holder entitled to the Certificates to the address specified in the form of transfer. In the case of the transfer of part only of a Certificate in definitive form, a new Certificate in definitive form in respect of the balance of the Certificate not transferred will be so delivered or (at the risk of the transferor) sent to the transferor.

11.2 Notwithstanding anything to the contrary in this Agreement, in the event of a partial redemption of Certificates pursuant to Condition 10, the Registrar shall not be required, unless so directed by the Trustee, to register the transfer of definitive Certificates or to effect exchanges of interests in Global Certificates for definitive Certificates during a period of 30 days prior to any Certificateholder Put Option Date.

11.3 The Trustee shall, upon receipt of written request, deliver to the Registrar for the performance of its duties under this Agreement from time to time so long as any Certificates are outstanding, sufficient duly executed definitive Certificates as may be required for the performance of the Registrar's duties.

11.4 Definitive Certificates shall be dated:

- (a) in the case of a definitive Certificate issued in exchange for an interest in a Global Certificate, or upon transfer, with the date of registration in the Register of the relevant exchange or transfer; or
- (b) in the case of a definitive Certificate issued to the transferor upon transfer in part of a definitive Certificate, with the same date as the date of the definitive Certificate transferred; or
- (c) in the case of a definitive Certificate issued pursuant to Clause 17 with the same date as the date of the lost, stolen, mutilated, defaced or destroyed definitive Certificate in replacement of which it is issued.

11.5 The Registrar shall not be required to register the transfer of any definitive Certificate (or part of any definitive Certificate) on which any amount is due and, accordingly, may validly pay such amount to the holder of such definitive Certificate at the date such definitive Certificate is called for redemption as if the purported transfer had not taken place.

## **12. DUTIES OF THE TRANSFER AGENTS**

12.1 The Transfer Agents shall perform such duties as are set out herein and in the Master Trust Deed, the relevant Supplemental Trust Deed, the Conditions and the applicable Final Terms and, in performing those duties, shall act in accordance with the Master Trust Deed, the relevant Supplemental Trust Deed, the Conditions, the applicable Final Terms and the provisions of this Agreement.

12.2 Each Transfer Agent shall:

- (a) accept definitive Certificates delivered to it with the form of transfer thereon duly executed for the transfer of all or part of the definitive Certificate in accordance with the Conditions and shall, in each case, give to the Registrar at its Specified Office within one business day (as defined in Condition 2.2) all relevant details and documents (if any) required pursuant to the Conditions to enable it to effect the relevant transfer and issue definitive Certificates in accordance with each request;
- (b) if appropriate, charge to the holder of a definitive Certificate presented for transfer (i) the costs or expenses (if any) of the Registrar in delivering definitive Certificates issued on such transfer other than by regular uninsured mail and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the transfer and, in each case, account to the Registrar for such charges;
- (c) subject to payment of (or the giving of such indemnity as the Trustee and the Registrar may reasonably require in respect of) any stamp duty, tax or other governmental charges which may be imposed in relation to such transfer forthwith, and in any event within five business days (as defined in Condition 2.2) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other regulations), upon receipt by it of definitive Certificates for transfer deliver such Certificates at its Specified Office or mail the relevant Certificates by uninsured mail at the risk of the holder entitled to the Certificates to the address specified in the form of transfer; and
- (d) comply with the terms of any properly completed transfer request.

None of the Trustee, the Delegate or any of the Agents shall be responsible for the acts or omissions of any clearing system or nominee.

### **13. REGULATIONS FOR TRANSFER OF CERTIFICATES**

Subject as provided below, the Trustee may from time to time agree with the Registrar regulations to govern the transfer and registration of Certificates. The initial regulations, which shall apply until amended in accordance with the Master Trust Deed, are set out in Schedule 3 to the Master Trust Deed. Each Transfer Agent agrees to comply with the regulations as amended from time to time.

### **14. DUTIES OF THE AGENTS IN CONNECTION WITH EARLY REDEMPTION**

14.1 If the Trustee decides to redeem all of the Certificates for the time being outstanding prior to the Scheduled Dissolution Date under Condition 10, it shall give notice of the decision to the Principal Paying Agent, the Registrar and the Delegate not less than five Business Days before the date on which the Trustee will give notice to the Certificateholders in accordance with the Conditions of the redemption in order to enable the Principal Paying Agent and, if applicable, the Registrar to carry out its duties in this Agreement and the Conditions.

14.2 The Registrar will keep a stock of Put Notices and will make them available on demand to holders of definitive Certificates, the Conditions of which provide for redemption at the option of Certificateholders. Upon receipt of any Certificate deposited in the exercise of a put option in

accordance with the Conditions, the Registrar shall hold the Certificate on behalf of the depositing Certificateholder (but shall not, save as provided below, release it) until the due date for redemption of the relevant Certificate consequent upon the exercise of the option, when, subject as provided below, it shall surrender the Certificate to itself for payment of the amount due together with any Periodic Distribution Amount due on the date of redemption in accordance with the Conditions and shall pay those moneys in accordance with the directions of the Certificateholder contained in the relevant Put Notice. If, prior to the due date for its redemption, a Dissolution Event has occurred and is continuing or if the Certificate becomes immediately due and payable or if upon due presentation payment of the redemption moneys is improperly withheld or refused, the Registrar shall post the Certificate by uninsured post to, and at the risk of, the relevant Certificateholder (unless the Certificateholder has otherwise requested and paid the costs of insurance to the Registrar at the time of depositing the Certificates) at the address given by the Certificateholder in the relevant Put Notice. In the case of a partial redemption of Certificates, the Registrar shall post a new Certificate in respect of the balance of the Certificates not redeemed to the registered holder. At the end of each period for the exercise of any put option, the Registrar shall promptly notify the Principal Paying Agent, the Trustee and DIB of the face amount of the Certificates in respect of which the option has been exercised together with their serial numbers.

## **15. PUBLICATION OF NOTICES**

- 15.1 On behalf of and at the written request and expense of the Trustee (failing which DIB), the Principal Paying Agent shall cause to be published all notices required to be given by the Trustee and/or the Delegate under the Conditions. The Principal Paying Agent shall have no obligation to cause to be published any notices unless it is first instructed to do so by the Trustee or, if Clause 2.4 applies, the Delegate, as applicable. Where the Conditions permit notices to be delivered to Certificateholders through the relevant clearing systems, any obligation imposed on the Trustee (or the Principal Paying Agent on its behalf) to publish such a notice shall be met upon delivery of that notice to the relevant clearing system.
- 15.2 Each Agent, on receipt of a notice or other communication addressed to the Trustee, shall promptly forward a copy to each of the Trustee, DIB and the Delegate.
- 15.3 The Principal Paying Agent shall promptly send to each of the Trustee, DIB and the Delegate one copy of the form of every notice given to the Certificateholders in accordance with the Conditions and this Agreement.

## **16. CANCELLATION OF CERTIFICATES**

- 16.1 All Certificates which are surrendered in connection with redemption, exchanged (in the case of a Global Certificate) or transferred (in the case of definitive Certificates) shall be cancelled by the Agent to which they are surrendered. In addition, the Principal Paying Agent will promptly cancel any Certificate delivered to it by DIB for cancellation following the purchase of that Certificate by DIB or any of its Subsidiaries in accordance with Condition 13. Each of the Agents shall give to the Registrar details of all payments made by it and shall deliver all cancelled Certificates to the Registrar (or as the Registrar may specify).
- 16.2 The Registrar or its authorised agent shall destroy all cancelled Certificates and upon written request furnish the Trustee, DIB and the Principal Paying Agent with a certificate of destruction containing written particulars of the serial numbers of the cancelled Certificates.

## **17. ISSUE OF REPLACEMENT CERTIFICATES**

- 17.1 The Trustee shall cause a sufficient quantity of additional forms of definitive Certificates to be



available, upon request, to the Registrar at its Specified Office for the purpose of issuing replacement definitive Certificates as provided below.

- 17.2 The Registrar shall, subject to and in accordance with Condition 16 and the following provisions of this Clause, cause to be delivered any replacement definitive Certificates which the Trustee may determine to issue in place of definitive Certificates which have been lost, stolen, mutilated, defaced or destroyed.
- 17.3 The Registrar shall obtain verification, in the case of an allegedly lost, stolen, mutilated, defaced or destroyed definitive Certificate in respect of which the serial number is known, that the Certificate has not previously been redeemed or paid. The Registrar shall not issue a replacement definitive Certificate unless and until the applicant has:
- (a) paid such expenses and costs as may be incurred in connection with the issue of a replacement;
  - (b) furnished it with such evidence and indemnity as the Trustee and/or the Registrar may require; and
  - (c) in the case of a mutilated or defaced definitive Certificate, surrendered it to the Registrar.
- 17.4 The Registrar shall cancel mutilated or defaced definitive Certificates in respect of which replacement definitive Certificates have been issued pursuant to this Clause. The Registrar shall furnish the Trustee and DIB (upon request) with a certificate stating the serial numbers of the definitive Certificates received by it and cancelled pursuant to this Clause and shall, unless otherwise requested by the Trustee or DIB, destroy all those definitive Certificates and furnish the Trustee and DIB with a destruction certificate containing the information specified in Clause 17.3.
- 17.5 The Registrar shall, on issuing any replacement definitive Certificate, forthwith inform the Trustee and the other Agents of the serial number of the replacement definitive Certificate issued and (if known) of the serial number of the definitive Certificate in place of which the replacement definitive Certificate has been issued.
- 17.6 Whenever a definitive Certificate for which a replacement definitive Certificate has been issued is presented to the Principal Paying Agent for payment or a Transfer Agent for transfer, the relevant Agent shall immediately send notice to the Trustee and (if it is not itself the Principal Paying Agent or the Registrar) the Principal Paying Agent and the Registrar.

## **18. RECORDS AND CERTIFICATES**

Upon written request, the Registrar shall give to the Trustee (with a copy to DIB and the Delegate) and the Principal Paying Agent, as soon as possible and in any event within four months after the date of redemption, cancellation, payment, exchange or replacement of any Certificate, a certificate stating:

- (a) the aggregate face amount of the relevant Certificates which have been redeemed and the aggregate amount paid in respect of them;
- (b) the serial numbers of those Certificates (if in definitive form);
- (c) the aggregate amount of Periodic Distribution Amounts paid;
- (d) the aggregate face amount of the definitive Certificates which have been exchanged or replaced and the serial numbers of those Certificates; and

- (e) the numbers of those Certificates cancelled.

## **19. COPIES OF DOCUMENTS AVAILABLE FOR INSPECTION**

The Principal Paying Agent shall (i) hold available for inspection by Certificateholders at its Specified Office during usual business hours on any weekday (excluding Saturdays, Sundays and public holidays) and/or (ii) following prior written request to the Principal Paying Agent and the provision of evidence satisfactory to the Principal Paying Agent as to its holding of the relevant Certificates and identity, provide by e-mail to a Certificateholder, copies of the documents required by the Base Prospectus to be made available. For this purpose, the Trustee and DIB shall furnish each Paying Agent with sufficient copies of each of the relevant documents.

## **20. REMUNERATION AND INDEMNIFICATION OF THE AGENTS**

- 20.1 The Trustee, DIB and the Principal Paying Agent have separately agreed the fees payable to the Agents in respect of their services under this Agreement and the arrangements for the payment of any out-of-pocket expenses (including legal, printing, postage, fax, cable and advertising expenses) incurred by the Agents in connection with their services. None of the Trustee or DIB shall be concerned with the apportionment of such fees among the Agents. If, in respect of any Series, the Calculation Agent is not the Principal Paying Agent, the arrangements for the payment of the fees and expenses of that Calculation Agent will be agreed between the relevant parties prior to the Issue Date.
- 20.2 DIB hereby undertakes that it shall, on behalf of the Trustee, indemnify each Agent against any actual losses, liabilities, costs (excluding cost of funding and opportunity costs), claims, actions, demands, damages or expenses (together, **Losses**) (including, but not limited to, all properly incurred costs, legal fees, charges and expenses (together, **Expenses**) paid or incurred in disputing or defending any Losses) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this Agreement except for any Losses or Expenses resulting from its own wilful default, gross negligence or fraud or that of its officers, directors or employees. Notwithstanding the foregoing, under no circumstances will the Trustee or DIB, as the case may be, be liable to the Agents for any consequential or indirect loss or consequential or indirect damages (such as loss of business, goodwill, opportunity or profit), in each case arising out of or in connection with this Agreement even if advised of the possibility of such loss or damage.
- 20.3 Each Agent shall severally indemnify DIB against any Losses (including, but not limited to, all reasonably incurred Expenses paid or incurred in disputing or defending any Losses) which the Trustee or DIB may incur or which may be made against the Trustee or DIB as a result of the wilful default, gross negligence or fraud of such Agent or that of its officers, directors or employees. Notwithstanding the foregoing, under no circumstances will the Agents be liable to the Trustee or DIB for any consequential or indirect loss or consequential or indirect damages (such as loss of business, goodwill, opportunity or profit), in each case arising out of or in connection with this Agreement even if advised of the possibility of such loss or damage.
- 20.4 The indemnities set out in this Clause 20 shall survive any termination of this Agreement or the replacement of any Agent.

## **21. REPAYMENT BY PRINCIPAL PAYING AGENT**

Sums paid by or by arrangement with the Trustee or DIB to the Principal Paying Agent pursuant to the terms of this Agreement shall not be required to be repaid to the Trustee or DIB, as the case may be, unless and until any Certificate becomes void under the provisions of Condition 12 but in that event the Principal Paying Agent shall forthwith repay to the Trustee or DIB, as the case may be, by paying the same by wire transfer in the Specified Currency to the Transaction Account, sums

equivalent to the amounts paid by the Trustee or DIB, as the case may be, to the Principal Paying Agent and not disbursed by virtue of the Certificates becoming void.

## **22. CONDITIONS OF APPOINTMENT**

- 22.1 Save as provided in Clause 2.4 and in this Clause 22, the Principal Paying Agent shall be entitled to deal with money paid to it by the Trustee, DIB, or otherwise for the purposes of this Agreement in the same manner as other money paid to a banker by its customers and shall not be liable to account to the Trustee, DIB or any other person for any profit or other amounts in respect of such money. No money held by any Agent need be segregated except as required by law.
- 22.2 Save as provided in Clause 2.4, in acting under this Agreement and in connection with the Certificates, the Agents shall act solely as agents of the Trustee or, in the circumstances set out in Clause 2.4, the Delegate and will not be under any fiduciary duties or assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders.
- 22.3 No Agent shall exercise any right of set-off or lien against the Trustee, DIB, the Delegate or any Certificateholders in respect of any moneys payable to or by it under the terms of this Agreement.
- 22.4 Except as otherwise ordered by a court of competent jurisdiction or required by law, each of the Agents shall be entitled to treat the registered holder of any Certificate as the absolute owner for all purposes (whether or not any payment in respect of the relevant Certificate shall be overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the previous theft or loss of, the relevant Certificate).
- 22.5 Each of the Agents shall be obliged to perform such duties and only such duties as are set out in this Agreement and the Certificates and no implied duties or obligations shall be read into this Agreement or the Certificates against the Agents other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent agent in comparable circumstances.
- 22.6 No Agent shall be responsible for or liable in respect of the legality, validity or enforceability of any Certificate or any act or omission of any other person (including, without limitation, any other Agent or Registrar).
- 22.7 None of the Agents shall have any liability for any stamp duty, tax or other governmental charge that may be imposed in relation to the execution and delivery of this Agreement.
- 22.8 No Agent shall be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Agreement or the Conditions arising as a direct or indirect result of any force majeure or act of state beyond its control, provided that the Agent shall notify the Trustee and the Delegate as soon as reasonably practicable after the occurrence of any such event.
- 22.9 The Principal Paying Agent accepts its appointment as Calculation Agent in relation to each Series of Certificates in respect of which it agrees to be named as such in the applicable Final Terms and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto. The Principal Paying Agent shall be treated as having agreed to act as Calculation Agent in respect of a Series of Certificates if it shall have received the applicable Final Terms (in draft or final forms) naming it as Calculation Agent no later than two Business Days before the relevant Issue Date and shall not have notified the Trustee that it does not wish to be so appointed within one Business Day of such receipt. The Trustee may appoint the relevant Dealer (or one of the relevant Dealers) through whom such Series of Certificates are issued or another institution as calculation agent

for such Series of Certificates; provided, however, that the Principal Paying Agent does not object in writing to such appointment. The Principal Paying Agent shall be treated as having not objected to such appointment if it shall have received the applicable Final Terms (in draft or final forms) naming a Calculation Agent (other than the Principal Paying Agent) no later than two Business Days before the relevant Issue Date and shall not have notified the Trustee in writing that it objects to the appointment of such Calculation Agent within one Business Day of such receipt.

- 22.10 The Calculation Agent shall not be responsible to the Trustee or to any third party (except in the event of wilful default, gross negligence or fraud of the Calculation Agent) as a result of the Calculation Agent having acted on any quotation given by any bank in accordance with the Conditions and which subsequently may be found to be incorrect.
- 22.11 Notwithstanding any other provision of this Agreement, if in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Agreement or the Conditions, the Calculation Agent shall promptly notify the Trustee and DIB thereof and the Trustee, following consultation with the Independent Adviser (if appointed), shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Trustee and DIB thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.
- 22.12 None of the Agents shall have any obligation or duty (i) to monitor or inquire as to the performance of the Trustee of its obligations under the Certificates, this Agreement or any other relevant documents or (ii) to determine or take any steps to ascertain whether any relevant event under the Certificates has occurred.
- 22.13 Each of the Agents may (at the expense of the Trustee) consult with any expert or legal, financial and other professional advisers and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of such advisers.
- 22.14 Each of the Agents shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any information, reports, certificates, instruction, request or order from the Trustee, DIB or the Delegate, or any document which it reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions from the Trustee, DIB or the Delegate.
- 22.15 Any of the Agents, their officers, directors, employees, agents, delegates or controlling persons may become the owner of, or acquire any interest in, Certificates with the same rights that it or he would have if the Agent concerned were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Trustee, DIB or the Delegate and may act on, or as depositary, trustee or agent for, any committee or body of holders of the Certificates or other obligations of the Trustee or DIB as freely as if such Agent were not appointed under this Agreement.
- 22.16 The Trustee shall provide the Agents with a certified copy of the authorised signatures and names of the persons authorised to execute documents and take actions on its behalf in connection with this Agreement and shall notify the Agents immediately in writing if any of those persons ceases to be authorised or if any additional person becomes authorised together, in the case of an additional authorised person, with evidence satisfactory to the Agents that the person has been authorised.
- 22.17 None of the Agents shall be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable

time is not, in its opinion, assured to it.

22.18 The face amount of the Programme may be increased by the Trustee and DIB in accordance with the procedures set out in the Programme Agreement. Upon any increase being effected, all references in this Agreement to the face amount of the Programme shall be deemed to be references to the increased amount.

22.19 The Trustee shall, if:

- (a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; or
- (b) any change in the status of the Trustee or of the composition of the shareholders of the Trustee after the date of this Agreement,

obliges a Paying Agent or the Registrar to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, promptly upon the request of such Paying Agent or Registrar, supply or procure the supply of such documentation and other evidence as is reasonably requested by such Paying Agent or the Registrar in order for such Paying Agent or Registrar to carry out and be satisfied that it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations.

### **23. COMMUNICATION WITH AGENTS**

A copy of all communications relating to the subject matter of this Agreement between the Trustee, DIB or the Delegate and any of the Agents (other than the Principal Paying Agent) shall be sent to the Principal Paying Agent.

### **24. TERMINATION OF APPOINTMENT**

24.1 The Trustee may, with the prior written approval of the Delegate, terminate the appointment of any Agent at any time and/or appoint additional or other Agents by giving to the Agent whose appointment is concerned and, where appropriate, the Principal Paying Agent and the Registrar at least 90 days' prior written notice to that effect, provided that, so long as any Certificates are outstanding:

- (a) in the case of a Paying Agent, the notice shall not expire less than 45 days before any Periodic Distribution Date; and
- (b) notice shall be given to Certificateholders under Condition 17 at least 30 days before the removal or appointment of an Agent.

24.2 Notwithstanding the provisions of Clause 24.1, if at any time (a) an Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a public officer takes charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation or (b) in the case of the Calculation Agent, it fails to determine any Rate, Periodic Distribution Amount, Periodic Distribution Date or Return Accumulation Period as provided in the Conditions and this Agreement, the Trustee may, with the prior written approval of the Delegate,

forthwith without notice terminate the appointment of the Agent, in which event notice shall be given to the Certificateholders under Condition 17 as soon as is practicable.

- 24.3 The termination of the appointment of an Agent under this Agreement shall not entitle the Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.
- 24.4 All or any of the Agents may resign their respective appointments under this Agreement at any time by giving to the Trustee and, where appropriate, the Principal Paying Agent and the Registrar at least 60 days' prior written notice to that effect provided that, in the case of a Paying Agent, so long as any of the Certificates are outstanding, the notice shall not expire less than 45 days before any Periodic Distribution Date. Following receipt of a notice of resignation from an Agent, the Trustee shall promptly, and in any event not less than 30 days before the resignation takes effect, give notice of such resignation to the Certificateholders under Condition 17. If the Principal Paying Agent or the Registrar shall resign or be removed pursuant to Clauses 24.1 or 24.2 above or in accordance with this Clause 24.4, the Trustee shall promptly and in any event within 30 days appoint a successor (being a reputable financial institution of good standing). If the Trustee fails to appoint a successor within such period, the Principal Paying Agent or the Registrar, as the case may be, may select a reputable financial institution of good standing to act as Principal Paying Agent or Registrar, as the case may be, hereunder and the Trustee shall appoint that bank as the successor Principal Paying Agent or Registrar, as the case may be. No such removal or resignation of the Principal Paying Agent or the Registrar shall be effective until a successor has been appointed.
- 24.5 Notwithstanding the provisions of Clauses 24.1 and 24.2 so long as any Certificates are outstanding, the termination of the appointment of any Agent (whether by the Trustee or by the resignation of the Agent) shall not be effective unless upon the expiry of the relevant notice there is:
- (a) a Principal Paying Agent, a Calculation Agent and a Registrar (which may be the same entity);
  - (b) so long as any Certificates are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, there will at all times be a Paying Agent and a Transfer Agent having its specified office in such place (if any) as may be required by the rules of such listing authority, stock exchange and/or quotation system; and
  - (c) a Paying Agent (which may be the Principal Paying Agent) located in a jurisdiction within Europe other than the jurisdiction in which the Trustee or DIB is incorporated.
- 24.6 Any successor Agent shall execute and deliver to its predecessor, the Trustee, DIB, the Delegate and, where appropriate, the Principal Paying Agent an instrument accepting its appointment under this Agreement, and the successor Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of the predecessor with like effect as if originally named as an Agent.
- 24.7 If the Principal Paying Agent or any of the other Agents (other than the Calculation Agent) shall change its Specified Office, it shall give to the Trustee, DIB, the Delegate and the other Agents not less than 45 days' prior written notice to that effect giving the address of the new Specified Office. As soon as practicable thereafter and in any event within 15 days of receipt of the notice, the Principal Paying Agent shall give to the Certificateholders on behalf of and at the expense of the Trustee notice of the change and the address of the new Specified Office under Condition 17.
- 24.8 Notwithstanding any of the provisions in this Clause 24, the Trustee may at any time, subject to consultation with the Agent, without notice appoint additional Agents and/or terminate the appointment of any Agent with 60 days' written notice (or such shorter period as may be agreed with the relevant Agent) if the Trustee determines that it will be required to withhold or deduct any FATCA

Withholding in connection with any payments due on the Certificates and such FATCA Withholding would not have arisen but for the Agent not being, or having ceased to be, a FATCA Exempt Party, in which case notice shall be given to the holders of the Certificates under Condition 17 as soon as is practicable.

- 24.9 None of the parties to this Agreement are permitted to assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the other parties to this Agreement, provided however that each of the Agents may transfer its rights and obligations under this Agreement to any other member of the DB Group without such consent. For the purposes of this Clause 24.9, **DB Group** means Deutsche Bank AG and any of its associated companies, branches and subsidiary undertakings from time to time.
- 24.10 A corporation into which any Agent for the time being may be merged or converted or a corporation with which the Agent may be consolidated or a corporation resulting from a merger, conversion or consolidation to which the Agent shall be a party or any legal entity to which any Agent or the Delegate sells all or substantially all of its corporate trust and agency business shall, to the extent permitted by applicable law, be the successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement. Notice of any merger, conversion or consolidation shall forthwith be given to the Trustee, DIB, the Delegate and, where appropriate, the Principal Paying Agent.
- 24.11 Upon any resignation, revocation or termination taking effect under Clause 24, the relevant Agent, shall:
- (a) be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to Clause 20, Clause 22 and Clause 24); and
  - (b) in the case of any relevant Paying Agent, deliver to the Trustee and to its successor a copy, certified as true and up to date by an officer or authorised signatory of such Paying Agent, of the records maintained by it in accordance with Clause 18; and
  - (c) in the case of the Registrar, deliver to the Trustee and its successor a copy, certified as true and up to date by an officer or authorised signatory of the Registrar, of the records maintained by it in accordance with Clause 11; and
  - (d) in the case of the Principal Paying Agent, deliver to the Trustee and its successor a copy, certified as true and up to date by an officer or authorised signatory of such Principal Paying Agent, of the records maintained by it in accordance with Clause 9; and
  - (e) forthwith (upon payment to it of any amount due to it in accordance with Clause 20) transfer all moneys and papers (including any unissued Certificates and/or Certificates surrendered but not yet destroyed held by it hereunder and any documents held by it pursuant to Clause 19) to its successor and, upon appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder.

## 25. MEETINGS OF CERTIFICATEHOLDERS

The provisions of Schedule 4 to the Master Trust Deed shall apply to meetings of the Certificateholders and shall have effect in the same manner as if set out in this Agreement. Each Agent agrees to perform the duties (if any) imposed on it in that Schedule.

## 26. NOTICES

All notices or other communications under or in connection with this Agreement shall be given in writing, facsimile or e-mail in the English language. Any such notice will be deemed to be given as follows:

- (a) if in writing, when delivered at the relevant address;
- (b) if by facsimile, when sent, unless the recipient contacts the sender to provide evidence that the facsimile has been sent in illegible form in which case the notice will be deemed to be given when re-sent in legible form; and
- (c) if by e-mail, when sent, subject to no delivery failure notification being received by the sender within 24 hours of the time of sending.

However, a notice given in accordance with the above but received on a day which is not a business day or after business hours in the place of receipt will only be deemed to be given on the next business day. The address, facsimile number and e-mail address of each party for all notices under or in connection with this Agreement are:

- (a) in the case of the Trustee, to:

DIB Sukuk Limited  
MaplesFS Limited  
PO Box 1093  
Boundary Hall, Cricket Square  
Grand Cayman KY1-1102  
Cayman Islands

Facsimile No: +1 345 975 7100 / +971 4 511 4100  
E-mail: cayman@maples.com / dubai@maples.com  
Attention: The Directors

- (b) in the case of DIB, to:

Dubai Islamic Bank PJSC  
PO Box 1080  
Dubai  
United Arab Emirates

Facsimile No: +971 4 2112329 / +971 4 294 2423  
E-mail: John.Macedo@dib.ae / Saeed.Wajdi@dib.ae / Shamim.Ahmed@dib.ae /  
Kmoosa@dib.ae  
Attention: John Macedo / Saeed Ahmad Wajdi / Mohammad Shamim Ahmed / Kashif  
Moosa

- (c) in the case of the Principal Paying Agent and Transfer Agent, to:

Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom



E-mail: DAS-EMEA@list.db.com  
Attention: TAS – Debt and Agency Services

(d) in the case of the Registrar, to:

Deutsche Bank Luxembourg S.A.  
2, Boulevard Konrad Adenauer  
L-1115 Luxembourg  
Luxembourg

E-mail: lux.registrar@db.com  
Attention: Coupon Paying Department

(e) in the case of the Delegate, to:

Deutsche Trustee Company Limited  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

E-mail: DAS-EMEA@list.db.com  
Attention: The Managing Director, TAS, Debt & Agency Services

or, in each case, to such other address, facsimile number, e-mail address or marked for the attention of such other person or department as may from time to time be notified by any party to the others by not less than five business days' written notice in accordance with the provisions of this Clause 26. In this Clause 26, **business day** in relation to any place means a day on which commercial banks are open for general business in that place.

## **27. AMENDMENTS**

Any amendment to this Agreement shall be effective only if made in writing by each of the parties hereto provided that this Agreement may only be amended by the Trustee with the consent of the Delegate and the Delegate may agree, without any consent or sanction of any Certificateholder, only in accordance with the Master Trust Deed and the Conditions.

Any such modification may be made on such terms and subject to such conditions (if any) as the Delegate may determine, shall be binding on the Certificateholders and, unless the Delegate otherwise decides, shall as soon as practicable thereafter be notified to Certificateholders by the Trustee in accordance with Condition 17.

## **28. DELEGATE PARTY TO THIS AGREEMENT**

- 28.1 The Delegate has agreed to become a party to this Agreement for the better preservation and enforcement of its rights as the representative of the Trustee under the Master Trust Deed, and in such capacity shall not assume any liabilities or obligations under this Agreement unless such obligation or liability is expressly assumed by the Delegate in this Agreement.
- 28.2 The Delegate shall not have any responsibility for any of the obligations of the other parties to this Agreement and the other parties to this Agreement acknowledge that the Delegate has no such

responsibility and that the Delegate is entitled to the protections contained in and on the terms set out in the Master Trust Deed.

28.3 The provisions of this Agreement shall inure to the benefit of the Delegate and of any replacement Delegate or any co-Delegate appointed from time to time pursuant to the Master Trust Deed and their successors without any need for such replacement Delegate or co-Delegate or successor to expressly adhere to this Agreement and any such replacement Delegate or co-Delegate shall be entitled to enforce the provisions hereof upon its appointment becoming effective pursuant to the Master Trust Deed.

## **29. LIMITED RECOURSE AND NON-PETITION**

29.1 Each Agent, DIB and the Delegate agrees that notwithstanding anything to the contrary contained herein:

- (a) no payment of any amount whatsoever shall be made by the Trustee (acting in any capacity) or any of its shareholders, directors, officers, employees or agents on its behalf except to the extent funds are available therefor from the Trust Assets and further agrees that no recourse shall be had for the payment of any amount owing hereunder, whether for the payment of any fee or other amount hereunder or any other obligation or claim arising out of or based upon this Agreement, against the Trustee (acting in any capacity) to the extent the Trust Assets have been exhausted following which all obligations of the Trustee shall be extinguished;
- (b) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee (acting in any capacity) under the Transaction Documents to which it is a party have been paid in full, it will not institute against, or join with any other person in instituting against, the Trustee (acting in any capacity) any bankruptcy, reorganisation, arrangement or liquidation proceedings or other proceedings under any bankruptcy or similar law; and
- (c) no recourse (whether by institution or enforcement of any legal proceeding or assessment or otherwise) in respect of any breaches of any duty, obligation or undertaking of the Trustee (acting in any capacity) arising under or in connection with this Agreement by virtue of any customary law, statute or otherwise shall be had against any shareholder, member, officer, agent, director or corporate services provider of the Trustee in their capacity as such and any and all personal liability of every such officer or director in their capacity as such for any breaches by the Trustee (acting in any capacity) of any such duty, obligation or undertaking is hereby expressly waived and excluded to the extent permitted by law.

29.2 None of the Agents, DIB or the Delegate shall be entitled to claim or exercise any right of set-off or counterclaim in respect of any sums due under this Agreement or any part thereof with respect to any liability owed by it to the Trustee or claim any lien or other rights over any property held by it on behalf of the Trustee.

29.3 The provisions of this Clause 29 shall survive any termination of this Agreement or any of the Transaction Documents.

## **30. RECOGNITION OF BAIL-IN POWERS**

30.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the Delegate, each Agent, the Trustee and DIB, each of the Trustee and DIB acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any Agent to the Trustee and/or DIB under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
  - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of any Agent or another person, and the issue to or conferral on the Trustee and/or DIB of such shares, securities or obligations;
  - (iii) the cancellation of the BRRD Liability; and
  - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

30.2 For the purposes of this Clause 30:

**Bail-in Legislation** means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

**Bail-in Powers** means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

**BRRD** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

**BRRD Liability** means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

**EU Bail-in Legislation Schedule** means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) on its website from time to time; and

**Relevant Resolution Authority** means the resolution authority with the ability to exercise any Bail-in Powers in relation to any Agent.

## 31. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 32. **GENERAL**

32.1 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

- 32.2 The parties to this Agreement acknowledge and agree that this Agreement may be executed by electronic means by any party and further understands and agrees that its electronic signature manifests its consent to be bound by all terms and conditions set forth in this Agreement.
- 32.3 If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Agreement, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.
- 32.4 The Trustee will pay on written demand by any Agent or the Delegate, any stamp duty, sales, excise, registration and other taxes, duties and fees payable in connection with the execution, delivery, filing, recording or enforcement of this Agreement.
- 32.5 The Trustee undertakes to each Agent that all monies payable by it to that Agent under this Agreement shall be made without any withholding or deduction unless the withholding or deduction is required by law, in which event the Trustee will pay such additional amounts as will result in the receipt by the relevant Agent of the amounts which would otherwise have been payable by the Trustee to that Agent under this Agreement in the absence of such withholding or deduction.
- 32.6 DIB agrees that if the Trustee fails to make any payment required to be made by it under this Agreement or fails to take or procure the taking of any other action required to be taken or procured by it under this Agreement, DIB shall make such payment or take or procure the taking of the relevant action.
- 32.7 Each Agent may collect, use and disclose personal data about the Trustee and/or other transaction parties (if any are an individual) or individuals associated with the Trustee and/or other transaction parties, so that the Agent can carry out its obligations to the Trustee and for other related purposes, including auditing, monitoring and analysis of its business, fraud and crime prevention, anti-money laundering, legal and regulatory compliance. Each Agent will keep the personal data up to date. Each Agent may also transfer the personal data to any country (including countries outside the European Economic Area where there may be less stringent data protection laws) to process information on the Agent's behalf. Wherever it is processed, the personal data will be protected in accordance with data protection laws and by a strict code of secrecy and security to which all members of the Agent's corporate group, their staff and any third parties are subject, and will only be used in accordance with the Agent's instructions.

### **33. SHARI'A COMPLIANCE**

Each of DIB Sukuk Limited and Dubai Islamic Bank PJSC hereby agrees that it has accepted the Shari'a compliant nature of the Transaction Documents to which it is a party and, to the extent permitted by law, further agrees that:

- (a) it shall not claim that any of its obligations under the Transaction Documents to which it is a party (or any provision thereof) is *ultra vires* or not compliant with the principles of Shari'a;
- (b) it shall not take any steps or bring any proceedings in any forum to challenge the Shari'a compliance of the Transaction Documents to which it is a party; and
- (c) none of its obligations under the Transaction Documents to which it is a party shall in any way be diminished, abrogated, impaired, invalidated or otherwise adversely affected by any finding, declaration, pronouncement, order or judgment of any court, tribunal or other body that the Transaction Documents to which it is a party are not compliant with the principles of

Shari'a.

#### 34. GOVERNING LAW AND DISPUTE RESOLUTION

34.1 This Agreement (including the remaining provisions of this Clause 34) and any non-contractual obligations arising out of or in connection with this Agreement are governed by, and shall be construed in accordance with, English law.

34.2 Subject to Clause 34.3, any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement (including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it) (a **Dispute**) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (the **LCIA**) (the **Rules**), which Rules (as amended from time to time) are incorporated by reference into this Clause 34. For these purposes:

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

34.3 Notwithstanding Clause 34.2 above, the Delegate and any Agent may, in the alternative, and at its sole discretion, by notice in writing to the Trustee and DIB:

- (a) within 28 days of service of a Request for Arbitration (as defined in the Rules); or
- (b) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If such notice is given, the Dispute to which such notice refers shall be determined in accordance with Clause 34.5 and, subject as provided below, any arbitration commenced under Clause 34.2 in respect of that Dispute will be terminated. With the exception of the Delegate (whose costs will be borne by DIB), each of the parties to the terminated arbitration will bear its own costs in relation thereto.

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

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

- 34.5 In the event that a notice pursuant to Clause 34.3 is issued, the following provisions shall apply:
- (a) subject to Clause 34.5(c) below, the courts of England or the courts of the Dubai International Financial Centre, at the option of the Delegate or any Agent, shall have exclusive jurisdiction to settle any Dispute and each of the Trustee and DIB submits to the exclusive jurisdiction of such courts;
  - (b) each of the Trustee and DIB agrees that the courts of England or the courts of the Dubai International Financial Centre, as applicable, are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and
  - (c) this Clause 34.5 is for the benefit of the Delegate and the Agents only. As a result, and notwithstanding Clause 34.5(a) above, the Delegate and any Agent may take proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction. To the extent allowed by law, the Delegate and any Agent may take concurrent Proceedings in any number of jurisdictions.
- 34.6 Each of the Trustee and DIB appoints Maples and Calder at its registered office at 11th Floor, 200 Aldersgate Street, London EC1A 4HD as its agent for service of process and undertakes that, in the event of Maples and Calder ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Delegate as its agent for service of process in England in respect of any Proceedings or Disputes. Nothing herein shall affect the right to serve proceedings in any manner permitted by law.
- 34.7 DIB agrees that, to the extent that it may claim for itself or its assets or revenues immunity from jurisdiction, enforcement, pre-judgment proceedings, injunctions and all other legal proceedings and relief and to the extent that such immunity (whether or not claimed) may be attributed to it or its assets or revenues, it will not claim and irrevocably and unconditionally waives such immunity in relation to any Proceedings or Disputes. Further, DIB irrevocably and unconditionally consents to the giving of any relief or the issue of any legal proceedings, including without limitation, jurisdiction, enforcement, pre-judgment, proceedings and injunctions in connection with any Proceedings or Disputes.
- 34.8 If any arbitration is commenced in relation to a Dispute and/or any Proceedings are brought by or on behalf of a party under this Agreement, each party agrees it will:
- (a) not claim interest under, or in connection with, such arbitration and/or Proceedings; and
  - (b) to the fullest extent permitted by law, waive all and any entitlement it may have to interest awarded in its favour by any arbitrator as a result of such arbitration and/or by a court as a result of such Proceedings.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

## **SCHEDULE 1**

### **THE SPECIFIED OFFICES OF THE AGENTS**

#### **The Principal Paying Agent and Transfer Agent:**

Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

E-mail: DAS-EMEA@list.db.com  
Attention: TSS – Debt and Agency Services

#### **The Registrar:**

Deutsche Bank Luxembourg S.A.  
2, Boulevard Konrad Adenauer  
L-1115 Luxembourg  
Luxembourg

E-mail: lux.registrar@db.com  
Attention: Coupon Paying Department

## SCHEDULE 2

### FORM OF CALCULATION AGENT APPOINTMENT LETTER

[*On letterhead of the Trustee*]

[*for use if the Calculation Agent is not Deutsche Bank AG, London Branch*]

[Date]

[Name of Calculation Agent]

[Address]

Dear Sir or Madam

**DIB Sukuk Limited**

**U.S.\$7,500,000,000 Trust Certificate Issuance Programme (the Programme)**

[*specify Series, Specified Currency and amount, if appropriate*]

We refer to the Amended and Restated Agency Agreement dated 31 January 2024 entered into in respect of the above referenced Programme (as amended or supplemented from time to time, the **Agency Agreement**) between ourselves, Deutsche Trustee Company Limited, Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A., a copy of which has been supplied to you by us.

All terms and expressions which have defined meanings in the Agency Agreement shall have the same meanings when used herein.

#### **EITHER**

[We hereby appoint you as Calculation Agent at your Specified Office detailed in the confirmation set out below as our agent in relation to [*specify relevant Series*] (the **Certificates**) upon the terms of the Agency Agreement for the purposes specified in the Agency Agreement, the Conditions and the applicable Final Terms and all matters incidental thereto. Each Certificate represents an undivided ownership interest in the relevant Trust Assets (as defined in the relevant Trust Deed).]

#### **OR**

[We hereby appoint you as Calculation Agent at your Specified Office detailed in the confirmation set out below as our agent in relation to (i) each Series in respect of which you are named as Calculation Agent in the applicable Final Terms upon the terms of the Agency Agreement and the Conditions and (in relation to each such Series) the applicable Final Terms and (ii) all matters incidental thereto.]\*

We hereby agree that, notwithstanding the provisions of the Agency Agreement or the Conditions, your appointment as Calculation Agent may only be revoked in accordance with clause 24 thereof if you have been negligent in the exercise of your obligations thereunder or have failed to exercise or perform your obligations thereunder.

Please complete and return to us the Confirmation on the copy of this letter duly signed by an authorised signatory confirming your acceptance of this appointment.

If any provision in or obligation under this letter is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this letter, and (ii) the validity, legality



or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this letter.

This letter and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law and the provisions of Clause 33 and Clauses 34.2 to 34.8 of the Agency Agreement shall apply to this letter as if set out herein in full.

A person who is not a party to the agreement described in this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Yours faithfully

**DIB SUKUK LIMITED**

By:

**DUBAI ISLAMIC BANK PJSC**

By:

By:

*FORM OF CONFIRMATION*

**EITHER**

[We hereby accept our appointment as Calculation Agent of the Trustee in relation to the Certificates, and shall perform all matters expressed to be performed by the Calculation Agent in, and shall otherwise comply with, the Conditions, the applicable Final Terms and the provisions of the Agency Agreement and, in connection therewith, shall take all such action as may be incidental thereto.]

**OR**

[We hereby accept our appointment as Calculation Agent of the Trustee in relation to each Series in respect of which we are named as Calculation Agent in the applicable Final Terms, and shall perform all matters expressed to be performed by the Calculation Agent in, and shall otherwise comply with, the provisions of the Agency Agreement and the Conditions and (in relation to each such Series) the applicable Final Terms and, in connection therewith, shall take all such action as may be incidental thereto.]\*

For the purposes of [the Certificates] [each such Series] and the Agency Agreement our Specified Office and communication details are as follows:

Address: [ ]

Fax: [ ]

Attention: [ ]

*[Name of Calculation Agent]*

By:

Date:

\* Delete as applicable

## SCHEDULE 3

### FORM OF FINAL TERMS

**[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Certificates has led to the conclusion that: (i) the target market for the Certificates is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), 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**), only; and (ii) all channels for distribution of the Certificates to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Certificates (a **distributor**) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”) - [Notice to be included if classification of the Certificates is not “prescribed capital markets products”, pursuant to Section 309B of the SFA.]]**

[Date]

### DIB SUKUK LIMITED

**Legal Entity Identifier (LEI): 549300U3ZMUHC2JQLL56**

**Issue of [Aggregate Face Amount of Tranche] [Title of Certificates] [to be consolidated and form a single series with the existing [Aggregate Face Amount of Tranche] [Title of Certificates] issued on [ ] (the *Original Certificates*)]<sup>1</sup>**

**under the  
U.S.\$7,500,000,000  
Trust Certificate Issuance 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 31 January 2024 [and the Supplement to the Base Prospectus dated [ ] which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) (the **Base Prospectus**). This document constitutes the Final Terms of the Certificates described herein [for the purposes of the Prospectus Regulation]<sup>2</sup> and must be read in conjunction with the Base

<sup>1</sup> Include only for an issue of further Certificates in accordance with Condition 20.

<sup>2</sup> All references to the Prospectus Regulation, including this reference, to be included only if the Certificates are to be admitted to listing on the official list, and to trading on the regulated market, of Euronext Dublin or other regulated market for the purposes of MiFID II.

Prospectus, in order to obtain all the relevant information. The Base Prospectus has been published on the websites of Euronext Dublin at <https://live.euronext.com/> and Nasdaq Dubai at <http://www.nasdaqdubai.com>. The Base Prospectus is available for viewing during usual business hours at the registered office of the Trustee at P.O. Box 1093, Queensgate House, George Town, Grand Cayman, KY1-1102, Cayman Islands and copies may be obtained from the specified office of the Principal Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom.]

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated *[original date]*. This document constitutes the Final Terms of the Certificates described herein [for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**)]<sup>3</sup> and must be read in conjunction with the base prospectus dated 31 January 2024 [and the Supplement to the Base Prospectus dated [ ] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**) including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all the relevant information. The Base Prospectus has been published on the websites of Euronext Dublin at <https://live.euronext.com/> and Nasdaq Dubai at <http://www.nasdaqdubai.com>. The Base Prospectus is available for viewing during usual business hours at the registered office of the Trustee at P.O. Box 1093, Queensgate House, George Town, Grand Cayman, KY1-1102, Cayman Islands and copies may be obtained from the specified office of the Principal Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom.]

*[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]*

*[If the Certificates have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]*

- |    |                                                                                   |                                                                                                                                                                      |
|----|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Trustee:                                                                          | DIB Sukuk Limited                                                                                                                                                    |
| 2. | Service Agent:                                                                    | Dubai Islamic Bank PJSC ( <b>DIB</b> )                                                                                                                               |
| 3. | Series Number:                                                                    | [ ]                                                                                                                                                                  |
|    | (a) Tranche Number:                                                               | [ ]                                                                                                                                                                  |
|    | (b) Date on which the Certificates will be consolidated and form a single Series: | [The Certificates will be consolidated and form a single Series with <i>[identify earlier Tranche(s)]</i> on <i>[insert date/ the Issue Date]</i> ] [Not Applicable] |
| 4. | Specified Currency:                                                               | [ ]                                                                                                                                                                  |
| 5. | Aggregate Face Amount:                                                            | [ ]                                                                                                                                                                  |
|    | (a) Series                                                                        | [ ]                                                                                                                                                                  |
|    | (b) Tranche                                                                       | [ ]                                                                                                                                                                  |
| 6. | Issue Price:                                                                      | [ ] per cent. of the Aggregate Face Amount [plus <i>specified currency</i> [ ] in respect of [ ] days of accrued Periodic Distribution Amounts from (and             |

<sup>3</sup> All references to the Prospectus Regulation, including this reference, to be included only if the Certificates are to be admitted to listing on the official list, and to trading on the regulated market, of Euronext Dublin or other regulated market for the purposes of MiFID II.

- including) *the issue date of the Original Certificates to (but excluding) the Issue Date*<sup>4</sup>
7. (a) Specified Denominations: [ ]  
*(this means the minimum integral face amount in which transfers can be made)* (N.B. If an issue of Certificates is (i) NOT admitted to trading on an EEA regulated market; and (ii) only offered in the EEA in circumstances where a prospectus is not required to be published under the Prospectus Regulation, the €100,000 minimum denomination is not required.)  
 (N.B. If an issue of Certificates is NOT listed on Nasdaq Dubai, the U.S.\$100,000 minimum denomination is not required.)
- (b) Calculation Amount (in relation to the calculation of the Periodic Distribution Amount whilst the Certificates are in global form, see Conditions): [ ]  
*(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
8. (a) Issue Date: [ ]
- (b) Return Accrual Commencement Date: [Issue Date][specify other]
9. Scheduled Dissolution Date: [Specify date or (for Floating Rate Certificates) Periodic Distribution Date falling in or nearest to the relevant month and year.]  
 (Note that for Renminbi denominated Fixed Rate Certificates where the Periodic Distribution Dates and the Periodic Distribution Amount to be paid on such Periodic Distribution Dates are subject to modification in accordance with a Business Day Convention, it will be necessary to use the following wording: “Periodic Distribution Date falling in or nearest to [specify month and year]”)
10. Periodic Distribution Amount Basis: [[ ] per cent. Fixed Periodic Distribution Amount] [[ ] month [EURIBOR/SHIBOR/HIBOR/SIBOR/KLIBOR/EIBOR/SAIBOR/BBSW/ PRIBOR/CNH HIBOR/TLREF/TIBOR] +/- [ ] per cent. Floating Periodic Distribution Amount]  
 (see paragraph [17]/[18] below)
11. Dissolution Basis: Subject to any purchase and cancellation or early redemption, the Certificates will be redeemed on the Scheduled Dissolution Date at [ ] per cent. of their Aggregate Face Amount

<sup>4</sup> Include only for an issue of further Certificates in accordance with Condition 20.

12. Change of Periodic Distribution Basis: *[Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 17 and 18 below and identify these]* [Not Applicable]
13. Put/Call Options: [Not Applicable]  
[Certificateholder Put Option]  
[Optional Dissolution (Call)]  
[(see paragraph [19]/[20] below)]
14. Status: Unsubordinated
15. Date of Trustee's board approval and date of DIB's board approval for issuance of Certificates: [ ] and [ ], respectively

### PROVISIONS RELATING TO PERIODIC DISTRIBUTIONS PAYABLE

16. Notice periods for Condition 10.2: Minimum period: [30] days  
Maximum period: [60] days
17. Fixed Periodic Distribution Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Rate[s]: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear on each Periodic Distribution Date]
- (b) Periodic Distribution Date(s): [[ ] in each year up to and including the Scheduled Dissolution Date]
- (NB: This will need to be amended in the case of long or short return accumulation periods)*
- (For Renminbi denominated Fixed Rate Certificates where the Periodic Distribution Dates and the Periodic Distribution Amount to be paid on such Periodic Distribution Dates are subject to modification, specify a Business Day Convention in paragraph 17(g) below (which is expected to be the Modified Following Business Day Convention) and add the words “, subject to adjustment in accordance with the Business Day Convention. For these purposes, “Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and currency deposits) in Hong Kong and [ ]” after “Scheduled Dissolution Date” in this subparagraph (b))*
- (c) Fixed Amount(s) for Certificates in definitive form (and in relation to Certificates in global form, see Conditions): [ ] per Calculation Amount

*(For Renminbi denominated Fixed Rate Certificates where the Periodic Distribution Dates and the Periodic Distribution Amount to be paid on such Periodic Distribution Dates are subject to modification in accordance with a Business Day Convention, the following alternative wording is appropriate: “Each Fixed Amount shall be calculated by multiplying the product of the Rate and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005 being rounded upwards”.)*

- (d) Broken Amount(s) for Certificates in [[ ] per Calculation Amount, payable on the definitive form (and in relation to Periodic Distribution Date falling [in/on] [ ] Certificates in global form, see [Not Applicable] Conditions):

*(Insert particulars of any initial or final broken Periodic Distribution Amounts which do not correspond with the Fixed Amount(s) specified under paragraph 17(c))*

- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or Actual/365 (Fixed) (Applicable for Renminbi denominated Fixed Rate Certificates)]

- (f) Determination Date(s): [[ ] in each year/Not Applicable]

*(Insert regular periodic distribution dates, ignoring issue date or scheduled dissolution date in the case of a long or short first or last return accumulation period N.B. This will need to be amended in the case of regular periodic distribution dates which are not of equal duration*

*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*

- (g) Business Day Convention (for the purposes of Condition 6.3): [Not Applicable] [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]

18. Floating Periodic Distribution Provisions: [Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (a) Specified Periodic Distribution Dates: [ ] [Not Applicable]

*(Specified Period and Specified Periodic Distribution Dates are alternatives. If the Business Day Convention is the Floating Rate Convention, insert “Not Applicable”)*

- (b) Specified Period: [ ] [Not Applicable]  
*(Specified Period and Specified Periodic Distribution Dates are alternatives. A Specified Period, rather than Specified Periodic Distribution Dates, will only be relevant if the Business Day Convention is the Floating Rate Convention. Otherwise, insert "Not Applicable")*
- (c) Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / [Not Applicable]]
- (d) Additional Business Centre(s): [Not Applicable/give details]
- (e) Manner in which the Rate(s) is/are to be determined: [Screen Rate Determination not referencing SOFR or SONIA/Screen Rate Determination referencing SOFR or SONIA]
- (f) Party responsible for calculating the Rate and Return Accumulation Amount (if not the Principal Paying Agent) [[ ] (the **Calculation Agent**)/Not Applicable]
- (g) Screen Rate Determination not referencing SOFR or SONIA: [Applicable/Not Applicable]
- (i) Reference Rate: [ ] month  
 [EURIBOR/SHIBOR/HIBOR/SIBOR/KLIBOR/EIBOR/SAIBOR/BBSW/PRIBOR/CNH HIBOR/TLREF/TIBOR]
- (ii) Periodic Distribution Determination Date: [ ]  
*(The second day on which T2 is open prior to the start of each Return Accumulation Period if EURIBOR)*
- (iii) Relevant Screen Page: [ ] *(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iv) Relevant Financial Centre: [ ]
- (v) Relevant Time: [ ]
- (h) Screen Rate Determination referencing SOFR or SONIA: [Applicable/Not Applicable]
- (i) Reference Rate: [SOFR/SONIA]

- (ii) Periodic Distribution Determination Date(s): [[ ]/The date falling [ ] Business Days prior to the first day of each Return Accumulation Period/First day of each Return Accumulation Period]/[The [ ]][*first, second, third etc.*] Business Day immediately preceding the Periodic Distribution Date for each Return Accumulation Period (or immediately preceding such earlier date, if any, on which the Certificates are due and payable).][*provide details*]/[The Periodic Distribution Date at the end of each Return Accumulation Period; provided that the Periodic Distribution Determination Date with respect to the last Return Accumulation Period prior to the Scheduled Dissolution Date or the date fixed for redemption will be the Rate Cut-off Date - *Include this wording for Payment Delay only*]]
- (iii) Calculation Method: [Weighted Average/Compounded Daily/SOFR Index/SONIA Index]
- (iv) Observation Method: [Lag/Lock-out/Observation Shift/Payment Delay/Not Applicable]
- (v) Observation Look-Back Period: [[ ]/Not Applicable]
- (vi) Effective Periodic Distribution Payment Date: [The date falling [ ] Business Days following each Periodic Distribution Date, provided that the Effective Periodic Distribution Date with respect to the last Applicable Period will be the Scheduled Date or, if the Trustee elects to redeem the Certificates before the Scheduled Dissolution Date, the date fixed for redemption - *used for Payment Delay only*]/ Not Applicable]
- (vii) Rate Cut-off Date: [The date falling [ ] Business Days prior to the Scheduled Dissolution Date or the date fixed for redemption, as applicable – *used for Payment Delay only*]/[Not Applicable]
- (viii) Relevant Number: [insert number being [two] or greater][Not Applicable]
- (ix) D: [365/360/[ ]]
- (i) Margin: [+/-][ ] per cent. per annum
- (j) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360][360/360][Bond Basis]  
[30E/360][Eurobond Basis]  
30E/360 (ISDA)



(See Condition 7 for alternatives)

- (k) Benchmark Replacement fallback: [Condition 7.6(1) is applicable/Condition 7.6(2) is applicable]

## PROVISIONS RELATING TO DISSOLUTION

19. Optional Dissolution (Call): [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub paragraphs of this paragraph. N.B. For Sharia reasons, Optional Dissolution (Call) and Certificateholder Put Option cannot both be specified as applicable for a particular Series)*
- (a) Optional Dissolution Amount (Call): [[ ] per Calculation Amount]
- (b) Optional Dissolution Amount (Call) [ ] per cent.  
Percentage:
- (c) Optional Dissolution Date: [Any Periodic Distribution Date] [*specify other*]
- (N.B. If the Floating Periodic Distribution Provisions are applicable, the Optional Dissolution Date must be a Periodic Distribution Date)*
- (d) Notice periods
- Minimum period: [30] days
- Maximum period: [60] days
- [ ]
- (N.B. When setting notice periods, the Trustee is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Trustee and the Principal Paying Agent or Delegate)*
20. Certificateholder Put Option: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph. N.B. For Sharia reasons, Certificateholder Put Option and Optional Dissolution (Call) cannot both be specified as applicable for a particular Series)*
- (a) Optional Dissolution Amount (Certificateholder Put): [[ ] per Calculation Amount]
- (b) Optional Dissolution Amount (Certificateholder Put) Percentage: [ ] per cent.

- (c) Certificateholder Put Option Date(s): [ ]
- (d) Notice Periods Minimum period: [15] days  
Maximum period: [30] days  
[ ]

*(N.B. When setting notice periods, the Trustee is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Trustee and the Principal Paying Agent or Delegate)*

21. Final Dissolution Amount: [[ ] per Calculation Amount] [Note: this must be par]
22. Early Dissolution Amount (Tax): [[ ] per Calculation Amount] [Note: this must be par]
23. Dissolution Amount pursuant to Condition 14: [ ] per Calculation Amount [Note: this must be par]

**GENERAL PROVISIONS APPLICABLE TO THE CERTIFICATES**

24. Form of Certificates: Global Certificate exchangeable for Certificates in definitive registered form in the limited circumstances specified in the Global Certificate
25. Additional Financial Centres: [Not Applicable/give details]  
*(Note that this paragraph relates to the date of payment and not Return Accumulation Period end dates, to which sub-paragraph 18(d) relates)*
26. Details of Transaction Account: DIB Sukuk Limited Transaction Account No: [ ] with [ ] for Series No.: [ ]

**THIRD PARTY INFORMATION**

[[Relevant third party information] has been extracted from [specify source]. Each of the Trustee and DIB confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of

**DIB SUKUK LIMITED**

By: .....

*Duly authorised*

Signed on behalf of

**DUBAI ISLAMIC BANK PJSC**

By: .....

*Duly authorised*

By: .....

*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: [Application [[has been]/[will be]] made by the Trustee (or on its behalf) for the Certificates to be admitted to trading on [Euronext Dublin’s regulated market and to be listed on the official list of Euronext Dublin][*Nasdaq Dubai or specify relevant regulated market and, if relevant, listing on an official list (for example, the Official List maintained by the Dubai Financial Services Authority)*] with effect from [ ].]

[Application is expected to be made by the Trustee (or on its behalf) for the Certificates to be admitted to trading on [Euronext Dublin’s regulated market and to be listed on the official list of Euronext Dublin][*Nasdaq Dubai or specify relevant regulated market and, if relevant, listing on an official list (for example, the Official List maintained by the Dubai Financial Services Authority)*] with effect from [ ].]

[Not Applicable.]

*(Where documenting a fungible issue, it needs to be indicated that the original Certificates are already admitted to trading.)*

- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

Ratings: [The Certificates to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Certificates of this type issued under the Programme generally]:

[Fitch Ratings Limited (**Fitch**): [ ]]

[Moody’s Investors Service Cyprus Ltd. (**Moody’s**): [ ]]

[[Fitch] is established in the UK and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.]

[[Moody’s] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

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

[Save for any fees payable to the [Managers/Dealer], so far as each of the Trustee and DIB is aware, no person involved in the issue of the Certificates has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Trustee and the DIB and their affiliates in the ordinary course of business – *Amend as appropriate if there are other interests.*]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4. **[PROFIT OR RETURN (Fixed Rate Certificates only)]**

Indication of profit or return: [ ]

The profit or return is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future profit or return.]

5. **SUSTAINABLE CERTIFICATES AND REASONS FOR THE OFFER**

(i) Sustainable Certificates: [Yes]/[No]

(ii) Reasons for the offer: [See “Use of Proceeds” in the Base Prospectus]/[ ]

6. **OPERATIONAL INFORMATION**

(i) ISIN: [ ]/[Until the Certificates are consolidated, become fungible with and form a single series with the Original Certificates, the Certificates will have the temporary ISIN [ ]. After that, the Certificates will have the same ISIN as the Original Certificates, which is [ ].]

(ii) Common Code: [ ]/[Until the Certificates are consolidated, become fungible with and form a single series with the Original Certificates, the Certificates will have the temporary ISIN [ ]. After that, the Certificates will have the same ISIN as the Original Certificates, which is [ ].]

(iii) CFI: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]]

(iv) FISN: [[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or

alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable]/[Not Available]]

- (v) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (vi) Delivery: Delivery [against/free of] payment
- (vii) Names and addresses of additional Paying Agent(s) (if any): [ ]
- (viii) Stabilisation Manager(s): [ ]

**7. DISTRIBUTION**

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/give names]
- (iii) If non-syndicated, name of relevant Dealer: [Not Applicable/give name]
- (iv) U.S. Selling Restrictions: Regulation S, Category 2
- (v) Singapore Sales to Institutional Investors and Accredited Investors only: [Applicable/Not Applicable]

*(Delete this line item where Certificates are not offered into Singapore.)*

*Include this line item where Certificates are offered into Singapore. Indicate "Applicable" if Certificates are offered to Institutional Investors and Accredited Investors in Singapore only. Indicate "Not Applicable" if Certificates are also offered to investors other than Institutional Investors and Accredited Investors in Singapore.)*

## SCHEDULE 4

### FORM OF PUT NOTICE

#### **PUT NOTICE**

#### **DIB SUKUK LIMITED**

*[title of relevant Series of Certificates]*

By depositing this duly completed Put Notice with the Registrar for the above Series of Certificates (the **Certificates**) the undersigned holder of the Certificates surrendered with this Put Notice and referred to below irrevocably exercises its option to have [the full/.....]<sup>(1)</sup> face amount of the Certificates redeemed in accordance with Condition 10.4 on [redemption date]. Terms and expressions defined in the Amended and Restated Agency Agreement (the **Agency Agreement**, which expression includes the same as it may be amended, supplemented, novated or restated from time to time) dated 31 January 2024 between, inter alios, DIB Sukuk Limited and Deutsche Bank AG, London Branch shall have the same meanings in this Put Notice, except where the context does not permit.

This Put Notice relates to Certificates in the aggregate face amount of ..... bearing the following serial numbers:

.....

If the Certificates in respect of the balance of the Certificates referred to above are to be returned or delivered (as the case may be)<sup>(2)</sup> to the undersigned under clause 14.2 of the Agency Agreement, they should be returned or delivered (as the case may be) by uninsured post to:

.....

#### **Payment Instructions**

Please make payment in respect of the above-mentioned Certificates by [cheque posted to the above address/transfer to the following bank account]<sup>(1)</sup>:

Bank:

Branch Address:

Branch Code:

Account Number:

Signature of holder:

*[To be completed by Registrar]*

Received by:

*[Signature and stamp of Registrar]*

At its office at:

On:

#### **NOTES:**

- (1) Complete as appropriate.
- (2) The Agency Agreement provides that Certificates so returned or delivered (as the case may be) will be sent by post, uninsured and at the risk of the Certificateholder, unless the Certificateholder otherwise requests and pays the costs of such insurance to the Registrar at the time of depositing the Certificate referred to above.

**N.B. The Registrar will not in any circumstances be liable to the depositing Certificateholder or any other person for any loss or damage arising from any act, default or omission of the Registrar in relation to the said Certificates or any of them unless such loss or damage was caused by the gross negligence, wilful default or fraud of the Registrar or its directors, officers or employees.**

This Put Notice is not valid unless all of the paragraphs requiring completion are duly completed. Once validly given this Put Notice is irrevocable except in the circumstances set out in clause 14.2 of the Agency Agreement.

**SIGNATORIES TO THE AMENDED AND RESTATED AGENCY AGREEMENT**

**The Trustee**

**DIB SUKUK LIMITED**

By: Norbert Neijzen



**DIB**

**DUBAI ISLAMIC BANK PJSC**

By:

By:

**The Delegate**

**DEUTSCHE TRUSTEE COMPANY LIMITED**

By:

By:

Name:

Name:

Title:

Title:

**The Principal Paying Agent and Transfer Agent**

**DEUTSCHE BANK AG, LONDON BRANCH**

By:

By:

Name:

Name:

Title:

Title:

**The Registrar**

**DEUTSCHE BANK LUXEMBOURG S.A.**

By:

By:

Name:

Name:

Title:

Title:

By:



**SIGNATORIES TO THE AMENDED AND RESTATED AGENCY AGREEMENT**

**The Trustee**

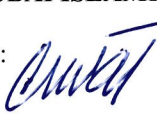
**DIB SUKUK LIMITED**

By:

**DIB**

**DUBAI ISLAMIC BANK PJSC**

By:



By:



**The Delegate**

**DEUTSCHE TRUSTEE COMPANY LIMITED**

By:

By:

Name:

Name:

Title:

Title:

**The Principal Paying Agent and Transfer Agent**

**DEUTSCHE BANK AG, LONDON BRANCH**

By:

By:

Name:

Name:

Title:

Title:

**The Registrar**

**DEUTSCHE BANK LUXEMBOURG S.A.**

By:

By:

Name:

Name:

Title:

Title:

By:

**SIGNATORIES TO THE AMENDED AND RESTATED AGENCY AGREEMENT**

**The Trustee**

**DIB SUKUK LIMITED**

By:

**DIB**

**DUBAI ISLAMIC BANK PJSC**

By:

By:

**The Delegate**

**DEUTSCHE TRUSTEE COMPANY LIMITED**

By: 

By: 

Name:

Name:

Title:

**Ranjit Mather  
Associate Director**

Title:

**Françoise Rivière  
Associate Director**

**The Principal Paying Agent and Transfer Agent**

**DEUTSCHE BANK AG, LONDON BRANCH**

By: 

By: 

Name:

Name:

Title:

**Ranjit Mather  
Director**

Title:

**Françoise Rivière  
Vice President**

**The Registrar**

**DEUTSCHE BANK LUXEMBOURG S.A.**

By: 

By: 

Name:

Name:

Title:

Title:

By:

**Ranjit Mather  
Attorney**

**Françoise Rivière  
Attorney**