IMPORTANT NOTICE

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

IMPORTANT: You must read the following notice before continuing. The following notice applies to the attached base prospectus (the **Base Prospectus**), whether received by email, accessed from an internet page or otherwise received as a result of electronic communication, and you are therefore advised to read this notice carefully before reading, accessing or making any other use of the Base Prospectus. In reading, accessing or making any other use of the Base Prospectus, you agree to be bound by the following terms and conditions and each of the restrictions set out in the Base Prospectus, including any modifications made to them from time to time, each time you receive any information from DIB Sukuk Limited (the **Trustee**) and Dubai Islamic Bank PJSC (the **Bank**) as a result of such access.

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

Any securities described in the Base Prospectus which do not constitute "alternative finance investment bonds" (**AFIBs**) within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2010 will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000, as amended (the **FSMA**)) which has not been authorised, recognised or otherwise approved by the United Kingdom Financial Conduct Authority. Accordingly, the Base Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom (**UK**).

The distribution in the UK of the Base Prospectus, any final terms and any other marketing materials relating to the securities is being addressed to, or directed at: (A) if the distribution of the securities (whether or not such securities are AFIBs) is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the **Financial Promotion Order**), (ii) persons falling within any of the categories of persons described in Article 49 (High net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the securities are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the **Promotion of CISs Order**), (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order.

THIS ELECTRONIC TRANSMISSION IS BEING DIRECTED ONLY AT PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS COMMUNICATION RELATES WILL BE ENGAGED IN ONLY WITH SUCH PERSONS. NO OTHER PERSON SHOULD RELY ON IT.

CONFIRMATION OF YOUR REPRESENTATION: The Base Prospectus is delivered to you at your request and on the basis that by accessing, reading or making any other use of the Base Prospectus you shall be deemed to have represented to the Dealers (as defined in the Base Prospectus), the Trustee and the Bank that: (i) you are located outside the United States and not a U.S. persons, or acting for the account or benefit of any U.S. persons; (ii) you consent to delivery by electronic transmission; (iii) you will not transmit the Base Prospectus (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the prior written consent of the Dealers; (iv) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation or other economic considerations with respect to your decision to subscribe or purchase any of the Certificates (as defined in the Base Prospectus); and (v) you have understood and agree to the other terms set out herein.

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

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

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

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

The Base Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Dealers, the Trustee, the Bank nor any person who controls or is a director, officer, employee or agent of any Dealer, the Trustee, the Bank nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Base Prospectus distributed to you in electronic format and the hard copy version available to you on request from each Dealer.

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



DIB Sukuk Limited

(incorporated in the Cayman Islands with limited liability)

U.S.$12,500,000,000

Trust Certificate Issuance Programme

Under the U.S.$12,500,000,000 trust certificate issuance programme described in this Base Prospectus (the **Programme**), DIB Sukuk Limited (in its capacities as issuer and as trustee, the **Trustee**), subject to compliance with all applicable laws, regulations and directives, may from time to time issue trust certificates (the **Certificates**) in any currency agreed between the Trustee and the relevant Dealer (as defined below).

Certificates may only be issued in registered form. The maximum aggregate face amount of all Certificates from time to time outstanding under the Programme will not exceed U.S.$12,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

Each Series (as defined in the Conditions) of Certificates issued under the Programme will be constituted by (i) an amended and restated master trust deed (the **Master Trust Deed**) dated 15 May 2026 entered into between the Trustee, Dubai Islamic Bank PJSC (**DIB**) and Deutsche Trustee Company Limited as delegate of the Trustee (the **Delegate**, which expression shall include any co-Delegate or any successor) and (ii) a supplemental trust deed (the **Supplemental Trust Deed** and, together with the Master Trust Deed, each a **Trust Deed**) in relation to the relevant Tranche (as defined in the Conditions). Certificates of each Series confer on the holders of the Certificates from time to time (the **Certificateholders**) the right to receive certain payments (as more particularly described herein) arising from a *pro rata* ownership interest in the assets of a trust declared by the Trustee in relation to the relevant Series (the **Trust**) over the Trust Assets (as defined below).

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

The Certificates will be limited recourse obligations of the Trustee. An investment in Certificates issued under the Programme involves certain risks. For a discussion of these risks, see "*Risk Factors*".

This Base Prospectus has been approved as a base prospectus by the Central Bank of Ireland (the **Irish Central Bank**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The Irish Central Bank only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the Irish Central Bank should not be considered as an endorsement of the Trustee or DIB or of the quality of the Certificates. Investors should make their own assessment as to the suitability of investing in the Certificates.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) for Certificates issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list (the **Official List**) and to trading on the regulated market (the **Euronext Dublin Regulated Market**) of Euronext Dublin. The Euronext Dublin Regulated Market is a regulated market for the purposes of Directive 2014/65/EU (**MiFID II**). Such approval relates only to the Certificates which are to be admitted to trading on the Euronext Dublin Regulated Market or on another regulated market for the purposes of MiFID II and/or which are to be offered to the public in any member state of the European Economic Area (the **EEA**) in circumstances that require the publication of a prospectus.

This Base Prospectus has been approved by the Dubai Financial Services Authority (the **DFSA**) under Rule 2.6 of the DFSA's Markets Rules (the **Markets Rules**) and is therefore an approved prospectus for the purposes of Article 14 of the DIFC Law No.1 of 2012 (the **Markets Law**). Application has also been made to the DFSA for Certificates issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of securities (the **DFSA Official List**) maintained by the DFSA and to Nasdaq Dubai for such Certificates to be admitted to trading on Nasdaq Dubai.

The DFSA does not accept any responsibility for the content of the information included in this Base Prospectus, including the accuracy or completeness of such information. The liability for the content of this Base Prospectus lies with the Trustee and DIB. The DFSA has also not assessed the suitability of the Certificates to which this Base Prospectus relates to any particular investor or type of investor and has not determined whether they are Sharia compliant. If you do not understand the contents of this Base Prospectus or are unsure whether the Certificates to which this Base Prospectus relates are suitable for your individual investment objectives and circumstances, you should consult an authorised financial adviser.

References in this Base Prospectus to the Certificates being **listed** (and all related references) shall mean that such Certificates have been (a) admitted to listing on the Official List and admitted to trading on the Euronext Dublin Regulated Market or, as the case may be, another MiFID regulated market and/or (b) admitted to listing on the DFSA Official List and admitted to trading on Nasdaq Dubai.

The Programme provides that Certificates may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Trustee, DIB and the relevant Dealer. The Trustee may also issue unlisted Certificates and/or Certificates not admitted to trading on any market.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Certificates which are to be admitted to trading on a regulated market in the EEA. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Notice of the aggregate face amount of Certificates, profit (if any) payable in respect of the Certificates, the issue price of the Certificates and certain other information which is applicable to each Tranche will be set out in a final terms document (the **applicable Final Terms**) which will be delivered to the Irish Central Bank and, with respect to Certificates to be listed on Euronext Dublin and, with respect to Certificates to be listed on Nasdaq Dubai, the DFSA and Nasdaq Dubai. Copies of Final Terms in relation to Certificates to be listed on (i) Euronext Dublin will also be published on the website of the Irish Central Bank and (ii) Nasdaq Dubai will also be published on the website of the DFSA.

The Certificates have not been nor will be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) nor with any securities regulatory authority of any state or other jurisdiction of the United States and the Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. Accordingly, Certificates may be offered or sold solely to persons who are not U.S. persons (as defined in Regulation S) outside the United States in reliance on Regulation S. Each purchaser of the Certificates is hereby notified that the offer and sale of Certificates to it is being made in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation S.

DIB has been assigned long term ratings of "A" by Fitch Ratings Limited (**Fitch**) with a "stable" outlook and "A3" by Moody's Investors Service Cyprus Ltd. (**Moody's**) with a "stable" outlook. Fitch is established in the United Kingdom (**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 (**EUWA**) (the **UK CRA Regulation**). Fitch is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). The rating issued by Fitch has been endorsed by Fitch Ratings Ireland Limited. Fitch Ratings Ireland Limited is established in the European Union and registered under the CRA Regulation. As such, Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. Moody's is established in the European Union and is registered under the CRA Regulation. As such, Moody's is included in the list of credit rating agencies published by ESMA on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. The rating issued by Moody's has been endorsed by Moody's Investors Service Ltd. Moody's Investors Service Ltd. is established in the UK and is registered under the UK CRA Regulation.

A Series to be issued under the Programme may be rated or unrated. Where a Series is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

The transaction structure relating to the Certificates (as described in this Base Prospectus) has been approved by the Internal Sharia Supervision Committee of DIB and the Sharia Committee of Dar al Sharia Islamic Finance Consultancy LLC and the Global Shariah Supervisory Committee of Standard Chartered Bank as, in their view, complying with Sharia principles as applicable to, and interpreted by, them. Prospective Certificateholders should not rely on the approvals referred to above in deciding whether to make an investment in the Certificates and should consult their own Sharia advisers as to whether the proposed transaction described in the approvals referred to above, including the tradability of the Certificates in the secondary market, is in compliance with Sharia principles (including, without limitation, their individual standards of compliance relating thereto). Prospective Certificateholders are reminded that, as with any Sharia views, differences in opinion are possible and different Sharia standards may be applied by different Sharia advisers.

Amounts payable on Certificates in respect of which the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable will be calculated by reference to one of EURIBOR, SHIBOR, HIBOR, SIBOR, KLIBOR, EIBOR, SAIBOR, BBSW, PRIBOR, CNH HIBOR, TLREF, TIBOR, SOFR and SONIA, as specified in the applicable Final Terms. As at the date of this Base Prospectus, the administrators of EURIBOR, SIBOR, and PRIBOR are included in the register of administrators of ESMA under Article 36 of Regulation (EU) No. 2016/1011 (as amended) (the **EU Benchmarks Regulation**). As at the date of this Base Prospectus, the administrators of SHIBOR, HIBOR, KLIBOR, EIBOR, SAIBOR, BBSW, CNH HIBOR, TLREF, TIBOR, SOFR and SONIA are not included in ESMA's register of administrators under the EU Benchmarks Regulation. As far as the Trustee is aware, SHIBOR, KLIBOR, EIBOR, SOFR and SONIA do not fall within the scope of the EU Benchmarks Regulation by virtue of Article 2 of that regulation. As far as the Trustee is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply, such that ASX Benchmarks, the Treasury Markets Association of Banks, Refinitiv Benchmark Services (UK) Limited, Boursa Istanbul and the JBA TIBOR Administration, are not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).

Arranger

Dubai Islamic Bank

Dealers

Dubai Islamic Bank **Standard Chartered Bank**

The date of this Base Prospectus is 15 May 2026.

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. This Base Prospectus complies with the requirements in Part 2 of the Markets Law and Chapter 2 of the Markets Rules.

Each of the Trustee and DIB accepts responsibility for the information contained in this Base Prospectus and the applicable Final Terms for each Tranche issued under the Programme. To the best of their knowledge, the information contained in this Base Prospectus is in accordance with the facts and that this Base Prospectus makes no omission likely to affect its import.

Certain information under the headings "*Risk Factors*", "*Description of the Group*" and "*The United Arab Emirates Banking Sector and Regulations*" has been extracted from information provided by or obtained from independent third party sources and, in each case, the relevant source of such information is specified where it appears under those headings.

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 the relevant sources referred to, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Base Prospectus should be read and construed together with any amendments or supplements hereto and, in relation to any Tranche of Certificates, should be read and construed together with the applicable Final Terms.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the Irish Central Bank.

No person is or has been authorised by the Trustee or DIB to give any information or to make any representation not contained in or not consistent with this Base Prospectus in connection with the Programme or the Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Trustee, DIB, the Arranger, the Dealers (as defined under "*Overview of the Programme*"), the Delegate, the Agents (each as defined herein) or any other person. Neither the delivery of this document nor any sale of any Certificates shall, under any circumstances, constitute a representation or create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Delegate and the Dealers expressly do not undertake to review the financial condition or affairs of the Trustee or DIB at any point, including during the life of the Programme, or to advise any investor in Certificates issued under the Programme of any information coming to their attention.

None of the Arranger, the Dealers, the Delegate, the Agents or their respective directors, affiliates, advisers or agents has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of them as to the accuracy, adequacy, reasonableness or completeness of the information contained in this Base Prospectus or any other information provided by DIB in connection with the Programme and no responsibility or liability is accepted for the acts or omissions of DIB or any other person in connection with the Programme or the issue and offering of Certificates thereunder.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF CERTIFICATES GENERALLY

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Certificates is (i) intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Trustee, DIB, the Arranger, the Dealers, the Delegate or the Agents that any recipient of this Base Prospectus should purchase any Certificates. Each investor contemplating purchasing any Certificates should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Trustee and DIB. None of the Dealers, the Trustee, the Delegate, the Agents or their respective directors, affiliates, advisers or agents accepts any liability in relation to the information contained in this Base Prospectus or any other information provided by the Trustee and DIB in connection with the Programme.

The Certificates of any Series may not be a suitable investment for all investors. Each prospective investor in Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each prospective investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(a) has sufficient knowledge and experience to make a meaningful evaluation of the relevant Certificates, the merits and risks of investing in the relevant Certificates and the information contained in this Base Prospectus or any applicable supplement;

(b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Certificates and the impact the relevant Certificates will have on its overall investment portfolio;

(c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Certificates, including where the currency of payment is different from the prospective investor's currency;

(d) understands thoroughly the terms of the relevant Certificates and is familiar with the behaviour of financial markets;

(e) is able to evaluate the compliance of the Certificates with Sharia principles (including without limitation, their individual standards of compliance relating thereto); and

(f) is able to evaluate possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should consult its legal advisers to determine whether and to what extent (1) Certificates are legal investments for it, (2) Certificates can be used as collateral for various types of financing and (3) other restrictions apply to its purchase or pledge of any Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules.

No comment is made or advice given by the Trustee, DIB, the Arranger, the Dealers, the Delegate or the Agents in respect of taxation matters relating to any Certificates or the legality of the purchase of the Certificates by an investor under any applicable law.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, SHARIA ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF ANY CERTIFICATES.

None of the Arranger, the Dealers, the Delegate, the Agents or their respective directors, affiliates, advisers or agents makes any representation or provides any assurance as to, or accepts any responsibility for, the suitability of any Certificates which constitute Sustainable Financing Instruments or SL Certificates (each as defined under "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*"), including the listing or admission to trading thereof on any dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of any stock exchange or securities market, or to fulfil any green, social, environmental or sustainability criteria or guidelines with which any prospective investors are required, or intend, to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, the SF Framework or the SLF Framework (each as so defined). None of the Arranger, the Dealers, the Delegate, the Agents or their respective directors, affiliates, advisers or agents has undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Sustainable Projects or SLF Facilities (each as defined under "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*"), any verification of whether the Eligible Sustainable Projects or the SLF Facilities meet such criteria, the monitoring of the use of proceeds of any Certificates which constitute

Sustainable Financing Instruments or SL Certificates (or amounts equal thereto) or the allocation of the proceeds by DIB to particular Eligible Sustainable Projects or SLF Facilities. Prospective investors should have regard to the information set out in "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*" and seek advice from their independent financial adviser or other professional adviser regarding their purchase of Certificates which constitute Sustainable Financing Instruments or SL Certificates before deciding to invest and determine for itself the relevance of such information together with any other investigation it deems necessary for the purposes of an investment in Certificates which constitute Sustainable Financing Instruments or SL Certificates.

Prospective investors should also refer to (i) the SF Framework which DIB may publish from time to time, any second party opinion delivered in respect thereof, and any public reporting by or on behalf of DIB in respect of the application of the proceeds of any issue of Certificates which constitute Sustainable Financing Instruments and (ii) the SLF Framework which DIB may publish from time to time, any second party opinion in respect thereof, and any public reporting by or on behalf of DIB in respect of the application of the proceeds of any issue of SL Certificates for further information. Any such frameworks and/or second party opinions and/or public reporting will not be incorporated by reference in this Base Prospectus. None of the Arranger, the Dealers, the Delegate, the Agents or their respective directors, affiliates, advisers or agents makes any representation as to the suitability or contents of either the SF Framework or the SLF Framework, any second party opinions delivered in respect thereof or any public reporting by or on behalf of DIB in respect of the application of the proceeds of any issue of Certificates which constitute Sustainable Financing Instruments or SL Certificates.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Certificates in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Certificates may be restricted by law in certain jurisdictions. None of the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or their respective directors, affiliates, advisers or agents represents that this Base Prospectus may be lawfully distributed, or that any Certificates may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Trustee, DIB, the Arranger, the Dealers, the Delegate or the Agents which is intended to permit a public offering of any Certificates or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Certificates may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Certificates may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of the Certificates. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Certificates in the United States, the EEA, the UK, the Cayman Islands, Japan, the United Arab Emirates (excluding the Abu Dhabi Global Market (**ADGM**) and the Dubai International Financial Centre (**DIFC**)), the ADGM, the DIFC, the Kingdom of Saudi Arabia, the Kingdom of Bahrain, the State of Kuwait, Singapore, Hong Kong, Malaysia and the People's Republic of China, see "*Subscription and Sale*".

None of the Trustee, DIB, the Arranger, the Dealers, the Delegate or their respective directors, affiliates, advisers or agents makes any representation to any investor in the Certificates regarding the legality of its investment under any applicable laws. Any investor in the Certificates should be able to bear the economic risk of an investment in the Certificates for an indefinite period of time.

This offer document is an Exempt Offer document in accordance with the Market Rulebook of the ADGM Financial Services Regulatory Authority. This Exempt Offer document is intended for distribution only to Persons of a type specified in the Market Rulebook. It must not be delivered to, or relied on by, any other Person. The ADGM Financial Services Regulatory Authority has no responsibility for reviewing or verifying any documents in connection with an Exempt Offer. The ADGM Financial Services Regulatory Authority has not approved this Exempt Offer document nor taken steps to verify the information set out in it, and has no responsibility for it. The Securities to which this Exempt Offer relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Securities offered should conduct their own due

diligence on the Securities. If you do not understand the contents of this Exempt Offer document you should consult an authorised financial advisor.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

PRESENTATION OF FINANCIAL INFORMATION

The financial statements relating to the Group included in this Base Prospectus are as follows:

- the unaudited condensed consolidated interim financial information as at and for the three-month period ended 31 March 2026 (the **Interim Financial Information**);
- the audited consolidated financial statements as at and for the year ended 31 December 2025 together with comparative financial information as at and for the year ended 31 December 2024 (the **2025 Financial Statements**); and
- the audited consolidated financial statements as at and for the year ended 31 December 2024 together with comparative financial information as at and for the year ended 31 December 2023 (the **2024 Financial Statements** and, together with the 2025 Financial Statements, the **Annual Financial Statements**).

The Interim Financial Information and the Annual Financial Statements are together referred to as the **Financial Statements**. The Group's financial year ends on 31 December, and references in this Base Prospectus to any specific year are to the 12-month period ended on 31 December of such year.

The Interim Financial Information has been prepared in accordance with International Accounting Standard 34 "*Interim Financial Reporting*". The Interim Financial Information was reviewed by KPMG Lower Gulf Limited (**KPMG**) in accordance with the International Standard on Review Engagements 2410, "*Review of Interim Financial Information Performed by the Independent Auditor of the Entity*", as stated in their review report appearing therein.

The 2025 Financial Statements were prepared in accordance with IFRS Accounting Standards (**IFRS**) issued by the International Accounting Standards Board (the **IASB**) and in compliance with applicable requirements of the laws of the UAE, including UAE Federal Law No. 32 of 2021 as amended and Federal Decree Law No. (6) of 2025. The 2025 Financial Statements were audited in accordance with International Standards on Auditing by KPMG, without qualification as stated in their audit report appearing therein.

The 2024 Financial Statements were prepared in accordance with International Financial Reporting Standards issued by the IASB and applicable requirements of the laws of the UAE, including UAE Federal Law No. 32 of 2021 on Commercial Companies which came into effect on 2 January 2022 and Decretal Federal Law No. (14) of 2018. The 2024 Financial Statements were audited in accordance with International Standards on Auditing by Deloitte & Touche (M.E.) (**Deloitte**), without qualification as stated in their audit report appearing therein.

The Group publishes its financial statements in dirham (as defined below).

PRESENTATION OF OTHER INFORMATION

In this document, references to:

- **Abu Dhabi** and **Dubai** are to the Emirate of Abu Dhabi and the Emirate of Dubai, respectively;
- **Central Bank** are to the central bank of the UAE;
- **GCC** are to the Gulf Co-operation Council;
- **Group** are to DIB and its consolidated subsidiaries and associates taken as a whole;
- **MENA region** are to the Middle East and North Africa region;
- **UAE** are to the United Arab Emirates;
- **U.S.$** and **U.S. dollars** are to the lawful currency of the United States;

- **euro** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;
- **dirham** and **AED** are to the lawful currency of the UAE; and
- a **billion** are to a thousand million.

The dirham has been pegged to the U.S. dollar since 22 November 1980. The mid-point between the official buying and selling rates for the dirham is a fixed rate of AED 3.6725 = U.S.$1.00. All U.S. dollar translations of dirham amounts appearing in this Base Prospectus have been translated at this fixed exchange rate. Such translations should not be construed as representations that dirham amounts have been or could be converted into U.S. dollars at this or any other rate of exchange.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments. For the purposes of calculating certain figures and percentages, the underlying numbers used have been extracted from the Financial Statements rather than the rounded numbers contained in this Base Prospectus. Accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Information contained in any website referred to herein does not form part of this Base Prospectus.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

Any term which is not compliant with Sharia principles used in this Base Prospectus has been included to give the correct meaning to a particular statement or a Condition and does not impact the Sharia compliant nature of the Transaction Documents or the Certificates.

ALTERNATIVE PERFORMANCE MEASURES

A number of the financial measures presented by DIB in "*Selected Financial Information – Key business ratios"* in this Base Prospectus are not defined in IFRS. However, DIB believes that these measures provide useful supplementary information to both investors and DIB's management, as they facilitate the evaluation of the Group's performance. It is to be noted that, since not all companies calculate financial measures in the same manner, these are not always comparable to similarly titled financial measures used by other companies. Accordingly, these financial measures should not be seen as a substitute for measures defined in IFRS.

VOLCKER RULE

The Volcker Rule, which became effective on 1 April 2014, but was subject to a conformance period for certain entities that concluded on 21 July 2015, generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund", and (iii) entering into certain relationships with "covered funds". The general effects of the Volcker Rule remain uncertain; any prospective investor in the Certificates and any entity that is a "banking entity" as defined under the Volcker Rule which is considering an investment in the Certificates should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Certificates is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Certificates. No assurance can be made as to the effect of the Volcker Rule on the ability of certain investors subject thereto to acquire or retain an interest in the Certificates, and accordingly none of the Trustee, DIB, the Arranger, the Delegate, the Agents or the Dealers, or any of their respective directors, affiliates, advisers or agents makes any representation regarding (a) the status of the Trustee under the Volcker Rule (including whether it is a

"covered fund" for their purposes) or (b) the ability of any purchaser to acquire or hold the Certificates, now or at any time in the future.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

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

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

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Certificates may include a legend entitled "UK MiFIR product governance" which will outline the target market assessment in respect of the Certificates and which channels for distribution of the Certificates are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Certificates (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules any Dealer subscribing for any Certificates is a manufacturer in respect of such Certificates, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME

Unless otherwise stated in the applicable Final Terms all Certificates issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in the Singapore Monetary Authority (the **MAS**) Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Prospectus may be deemed to be "forward-looking statements". Forward-looking statements include statements concerning DIB's plans, objectives, goals, strategies and future operations and performance and the assumptions underlying these forward-looking statements. When used in this Base Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "*Risk Factors*", "*Description of the Group*" and "*Risk Management*" and other sections of this Base Prospectus. DIB has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although DIB believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable, if any of DIB's underlying assumptions prove to be incomplete or inaccurate, DIB's actual results of operation may vary from those expected, estimated or predicted. Investors are therefore strongly advised to read the sections "*Risk Factors*", "*Description of the Group*", "*Risk Management*" and

"*The United Arab Emirates Banking Sector and Regulations*", which include a more detailed description of the factors that might have an impact on DIB's business development and on the industry sector in which DIB operates.

These forward-looking statements speak only as at the date of this Base Prospectus. Without prejudice to any requirements under applicable laws, DIB expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any forward-looking statement is based. Given the uncertainties of forward-looking statements, DIB cannot assure prospective investors that projected results or events will be achieved and DIB cautions prospective investors not to place undue reliance on these statements.

NOTICE TO UK RESIDENTS

Any Certificates to be issued under the Programme which do not constitute "alternative finance investment bonds" (*AFIBs*) within the meaning of Article 77A of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001/544, as amended, will represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000, as amended (the *FSMA*)) which has not been authorised, recognised or otherwise approved by the United Kingdom Financial Conduct Authority (the *FCA*). Accordingly, this Base Prospectus is not being distributed to, and must not be passed on to, the general public in the UK.

The distribution in the UK of this Base Prospectus, any Final Terms and any other marketing materials relating to the Certificates is being addressed to, or directed at: (A) if the distribution of the Certificates (whether or not such Certificates are AFIBs) is being effected by a person who is not an authorised person under the FSMA, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the *Financial Promotion Order*); (ii) persons falling within any of the categories of persons described in Article 49 (High net worth companies, unincorporated associations, etc.) of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order; and (B) if the Certificates are not AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, only the following persons: (i) persons falling within one of the categories of Investment Professional as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the *Promotion of CISs Order*); (ii) persons falling within any of the categories of person described in Article 22 (High net worth companies, unincorporated associations, etc.) of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise be lawfully promoted. Persons of any other description in the UK may not receive and should not act or rely on this Base Prospectus, any Final Terms or any other marketing materials in relation to any Certificates.

Prospective investors in the UK in any Certificates are advised that all, or most, of the protections afforded by the UK regulatory system will not apply to an investment in such Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

Any prospective investor intending to invest in any investment described in this Base Prospectus should consult its professional adviser and ensure that it fully understands all the risks associated with making such an investment and that it has sufficient financial resources to sustain any loss that may arise from such investment.

NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS

No invitation, whether directly or indirectly, may be made to any member of the public of the Cayman Islands to subscribe for any Certificates to be issued under this Programme and this Base Prospectus shall not be construed as an invitation to the public of the Cayman Islands to subscribe for any such Certificates.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

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

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document you should consult an authorised financial advisor.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

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

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

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

NOTICE TO RESIDENTS OF MALAYSIA

Any Certificates to be issued under the Programme may not be offered for subscription or purchase and no invitation to subscribe for or purchase such Certificates in Malaysia may be made, directly or indirectly, and this Base Prospectus or any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within the categories of person set out in Part I of Schedule 6 or Section 229(1)(b), Part I of Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3), read together with Schedule 9 or Section 257(3) of the Capital Market and Services Act 2007 of Malaysia (*CMSA*), as may be amended and/or varied from time to time and subject to any amendments to the applicable laws from time to time.

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Trustee or DIB and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Base Prospectus.

STABILISATION

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF CERTIFICATES, THE DEALER OR DEALERS (IF ANY) NAMED AS STABILISATION MANAGER(S) (OR PERSONS ACTING ON

BEHALF OF ANY STABILISATION MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE ISSUE DATE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF THE CERTIFICATES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF THE CERTIFICATES. ANY STABILISATION ACTION MUST BE CONDUCTED BY THE RELEVANT STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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OVERVIEW OF THE PROGRAMME

The following is an overview of the principal features of the Programme. This overview does not contain all of the information that an investor should consider before investing in Certificates and is qualified in its entirety by the remainder of this Base Prospectus and the applicable Final Terms. Each investor should read the entire Base Prospectus and the applicable Final Terms carefully, especially the risks of investing in Certificates issued under the Programme discussed under "Risk Factors".

This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No. 2019/980.

Words and expressions defined elsewhere in this Base Prospectus shall have the same meanings in this overview.

Issuer and Trustee:	DIB Sukuk Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registered number 268522 and its registered office at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands. The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents (as defined below) to which it is a party.
Legal Entity Identifier (LEI) of the Trustee:	549300U3ZMUHC2JQLL56
Legal Entity Identifier (LEI) of DIB:	5493003E7YRAQY3JGW88
Seller and Service Agent:	Dubai Islamic Bank PJSC
Risk Factors:	There are certain factors that may affect the Trustee's ability to fulfil its obligations under Certificates issued under the Programme, and DIB's obligations under the Transaction Documents to which it is a party. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Certificates issued under the Programme. All of these factors are set out under "*Risk Factors*" above.
Ownership of the Trustee:	The authorised share capital of the Trustee is U.S.$50,000 consisting of 50,000 shares of U.S.$1 each, of which 250 shares are fully paid up and issued. The Trustee's entire issued share capital is held by MaplesFS Limited on trust for charitable purposes.
Administration of the Trustee:	The affairs of the Trustee are managed by MaplesFS Limited (the **Trustee Administrator**), who will provide, amongst other things, certain administrative services for and on behalf of the Trustee pursuant to an Amended and Restated Corporate Services Agreement dated 22 February 2021 between the Trustee and the Trustee Administrator (the **Corporate Services Agreement**). The Trustee Administrator's registered office is P.O. Box 1093, Queensgate House, Grand Cayman KY1 1102, Cayman Islands.
Arranger:	Dubai Islamic Bank PJSC
Dealers:	Dubai Islamic Bank PJSC Standard Chartered Bank

	and any other Dealer appointed from time to time either generally in respect of the Programme or in relation to a particular Tranche of Certificates.
Delegate:	Deutsche Trustee Company Limited Pursuant to the Master Trust Deed, the Trustee shall delegate to the Delegate certain of the present and future duties, powers, trusts, authorities and discretions vested in the Trustee by certain provisions of the Master Trust Deed. In particular, the Delegate shall be entitled to (and, in certain circumstances, shall, subject to being indemnified and/or secured and/or pre-funded to its satisfaction, be obliged to) take enforcement action in the name of the Trustee against the Seller and/or the Service Agent and/or DIB following a Dissolution Event.
Principal Paying Agent and Transfer Agent:	Deutsche Bank AG, London Branch
Registrar:	Deutsche Bank Luxembourg S.A.
Certain Restrictions:	Each Series denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*"). The proceeds of each Series will not be accepted in the UK except in compliance with applicable law, including article 5 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
Programme Size:	Up to U.S.$12,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Trustee and DIB may increase the size of the Programme in accordance with the terms of the Programme Agreement.
Issuance in Series:	The Certificates will be issued in Series. Each Series may comprise one or more Tranches issued on different Issue Dates. The Certificates of each Series will have the same terms and conditions (which will be completed in the applicable Final Terms) or terms and conditions which are the same in all respects save for the amount and date of the first payment of Periodic Distribution Amounts thereon and the date from which Periodic Distribution Amounts start to accrue.
Distribution:	Certificates may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Certificates may be denominated in any currency agreed between the Trustee, DIB and the relevant Dealer.
Maturities:	The Certificates will have such maturities as may be agreed between the Trustee, DIB and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Trustee or the relevant Specified Currency.
Issue Price:	Certificates may be issued at any price on a fully paid basis, as specified in the applicable Final Terms. The price and amount of Certificates to be

	issued under the Programme will be determined by the Trustee, DIB and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
Form of Certificates:	The Certificates will be issued in registered form as described in "*Form of the Certificates*". The Certificates of each Tranche will be represented on issue by ownership interests in a Global Certificate which will be deposited with, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg. Ownership interests in each Global Certificate will be shown on, and transfers thereof will only be effected through, records maintained by each relevant clearing system and its participants. See "*Form of the Certificates*". Definitive Certificates evidencing holdings of Certificates will be issued in exchange for ownership interests in a Global Certificate only in limited circumstances.
Clearance and Settlement:	Holders of the Certificates must hold their interest in the relevant Global Certificate in book-entry form through Euroclear or Clearstream, Luxembourg. Transfers within and between Euroclear and Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearance systems.
Face Amount of Certificates:	The Certificates will be issued in such face amounts as may be agreed between the Trustee, DIB and the relevant Dealer save that the minimum face amount of each Certificate will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions*" above, and save that: (i) the minimum face amount of each Certificate admitted to trading on a regulated market within the EEA or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Certificates are issued in a currency other than euro, the equivalent amount in such currency); and (ii) the minimum face amount of each Certificate listed on the DFSA Official List will be U.S.$100,000 (or, if the Certificates are issued in a currency other than U.S. dollars, the equivalent amount in such currency, as calculated on the Issue Date of such Tranche).
Status of the Certificates:	Each Certificate will evidence an undivided ownership interest of the Certificateholders in the Trust Assets of the relevant Series, will be a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee and will rank *pari passu*, without any preference or priority, with all other Certificates of the relevant Series issued under the Programme.
Trust Assets:	The Trust Assets of the relevant Series will be all of the Trustee's rights, title, interest and benefit, present and future, in, to and under (i) the relevant Portfolio, (ii) the Transaction Documents (other than (A) in relation to any representations given to the Trustee by DIB pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents and (B) the covenant given to the Trustee pursuant to Clause 13.1 of the Master Trust Deed), (iii) all monies standing to the credit of the relevant Transaction Account from time to time, and all proceeds of the foregoing listed (i) to (iii) (the **Trust Assets**), and such Trust Assets will be held upon trust absolutely for the Certificateholders *pro rata* according to the face amount of Certificates held by each Certificateholder for the relevant Series.

Periodic Distributions:	Certificateholders are entitled to receive Periodic Distribution Amounts, out of the amounts transferred to the Transaction Account pursuant to the terms of the Service Agency Agreement and the other Transaction Documents, calculated on the basis specified in the applicable Final Terms.
Redemption of Certificates:	Unless the Certificates are previously redeemed or purchased and cancelled, the Certificates shall be redeemed by the Trustee at the relevant Dissolution Amount and on the relevant Scheduled Dissolution Date specified in the applicable Final Terms and the Trust in relation to the relevant Series will be dissolved by the Trustee.
Dissolution Events:	Upon the occurrence of any Dissolution Event, the Certificates may be redeemed in full on the Dissolution Date at the relevant Dissolution Amount, together with any due but unpaid Periodic Distribution Amount and the relevant Return Accumulation Period may be adjusted accordingly. See Condition 14.
Early Dissolution for Tax Reasons:	Where (i) DIB has determined that the Trustee has or will become obliged to pay any additional amounts in respect of the Certificates pursuant to Condition 11 or (ii) DIB has or will become obliged to pay any additional amounts under the Service Agency Agreement, the Purchase Undertaking and/or the Sale Undertaking, in each case as a result of a change in the laws of a Relevant Jurisdiction (as defined in the Conditions) and such obligation cannot be avoided by the Trustee or DIB, as applicable, taking reasonable measures available to it, the Trustee may, following receipt of an exercise notice from DIB pursuant to the Sale Undertaking, redeem the Certificates in whole but not in part at an amount equal to the relevant Early Dissolution Amount (Tax) together with any due but unpaid Periodic Distribution Amounts on the relevant Dissolution Date and, if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable, the Dissolution Date must be a Periodic Distribution Date.
Optional Dissolution Right:	If so specified in the applicable Final Terms, the Trustee may, following receipt of an exercise notice from DIB pursuant to the Sale Undertaking, redeem in whole but not in part the Certificates of the relevant Series at the relevant Optional Dissolution Amount (Call) on the relevant Optional Dissolution Date and, if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable, the Optional Dissolution Date must be a Periodic Distribution Date. If applicable to the relevant Series, the Optional Dissolution Date(s) will be specified in the applicable Final Terms. For Sharia reasons, the Optional Dissolution (Call) and the Certificateholder Put Right cannot both be specified as applicable in any single Series.
Certificateholder Put Right:	If so specified in the applicable Final Terms, Certificateholders may elect to redeem their Certificates on any Certificateholder Put Right Date(s) specified in the applicable Final Terms at an amount equal to the relevant Optional Dissolution Amount (Certificateholder Put) together with any due but unpaid Periodic Distribution Amounts in accordance with Condition 10.4. Following the payment by DIB of the relevant exercise price under the Purchase Undertaking, the Trustee will redeem the relevant Certificates on the relevant Certificateholder Put Right Date.

	For Sharia reasons, the Certificateholder Put Right and Optional Dissolution (Call) cannot both be specified as applicable in any single Series.
Cancellation of Certificates held by DIB and/or any of its Subsidiaries:	Pursuant to Condition 13, DIB and/or any of its Subsidiaries may at any time purchase Certificates in the open market or otherwise. If DIB wishes to cancel such Certificates purchased by it and/or any of its Subsidiaries, DIB will deliver those Certificates to the Principal Paying Agent for cancellation.
Asset Substitution:	The Service Agent may substitute Assets in accordance with the relevant provisions of the Service Agency Agreement and the Sale Undertaking, provided that no Dissolution Event has occurred and is continuing, the substitute assets are Assets and the Value of such substitute assets shall have an aggregate Value which is not less than the aggregate Value of the Assets to be so substituted.
Withholding Tax:	All payments by DIB under, or pursuant to, the Purchase Undertaking and Sale Undertaking and all payments by the Service Agent under the Service Agency Agreement shall be made without withholding or deduction for, or on account of, any taxes, levies, imposts, duties, fees, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction unless the withholding is required by law. In the event that any such withholding or deduction is made, DIB and/or the Service Agent, as the case may be, will be required to pay additional amounts so that the Trustee will receive the full amounts that it would have received in the absence of such withholding or deduction. All payments in respect of Certificates by the Trustee shall be made without withholding or deduction for, or on account of, any taxes, levies, imposts, duties, fees, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction. In the event that any such withholding or deduction is made, the Trustee will, save in the limited circumstances provided in Condition 11, be required to pay additional amounts so that the holders of the Certificates will receive the full amounts that they would have received in the absence of such withholding or deduction.
Negative Pledge:	The Purchase Undertaking contains a negative pledge given by DIB. See "*Summary of the Principal Transaction Documents – Purchase Undertaking*".
Cross Default:	The Purchase Undertaking contains a cross default provision in relation to DIB. See "*Summary of the Principal Transaction Documents – Purchase Undertaking*".
Trustee Covenants:	The Trustee has agreed to certain restrictive covenants as set out in Condition 5.
Ratings:	DIB has been assigned long term ratings of "A" by Fitch with a "stable" outlook and "A3" by Moody's with a "stable" outlook. A Series to be issued under the Programme may be rated or unrated. Where a Series of Certificates is to be rated, its rating will be specified in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Programme.

	A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.
Certificateholder Meetings:	A summary of the provisions for convening meetings of Certificateholders of each Series to consider matters relating to their interests as such is set out in Condition 18.
Tax Considerations:	See "*Taxation*" for a description of certain tax considerations applicable to the Certificates.
Listing and Admission to Trading:	Application has been made for Certificates issued under the Programme to be listed on the Official List and admitted to trading on the Euronext Dublin Regulated Market. Application has also been made to the DFSA for Certificates issued under this Programme during the period of 12 months after the date hereof to be admitted to the DFSA Official List and to Nasdaq Dubai for such Certificates to be admitted to trading on Nasdaq Dubai. Certificates may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Trustee, DIB and the relevant Dealer in relation to the Series. Certificates which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms will state whether or not the relevant Certificates are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
Transaction Documents:	The Transaction Documents in respect of a Series shall comprise the Master Trust Deed, each Supplemental Trust Deed, the Agency Agreement, the Master Purchase Agreement, each Supplemental Purchase Contract, the Service Agency Agreement, the Purchase Undertaking and the Sale Undertaking.
Governing Law and Dispute Resolution:	The Certificates of each Series and any non-contractual obligations arising out of or in connection with the Certificates of each Series will be governed by, and construed in accordance with, English law. The Master Trust Deed, each Supplemental Trust Deed, the Agency Agreement, the Service Agency Agreement, the Purchase Undertaking, the Sale Undertaking and any non-contractual obligations arising out of or in connection with the same will be governed by English law. In respect of any dispute under any such agreement or deed to which it is a party, DIB has consented to arbitration in London under the Rules. Any dispute may also be referred to the courts in England or the courts of the DIFC (who shall have exclusive jurisdiction to settle any dispute arising from such documents). Each of the Master Purchase Agreement, each Supplemental Purchase Contract, each Sale Agreement entered into under the Purchase Undertaking and each Sale Agreement or Transfer Agreement entered into under the Sale Undertaking will be governed by the laws of Dubai and, to the extent applicable in Dubai, the federal laws of the UAE. In respect of any dispute under any such agreement to which it is a party, DIB has agreed to submit to the exclusive jurisdiction of the Dubai courts.

	The Corporate Services Agreement is governed by the laws of the Cayman Islands and is subject to the non-exclusive jurisdiction of the courts of the Cayman Islands.
Waiver of Immunity:	To the extent that DIB may claim for itself or its assets or revenues immunity from jurisdiction, enforcement, prejudgment 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, DIB will agree in the Transaction Documents to which it is a party not to claim and will irrevocably and unconditionally waive such immunity in relation to any legal proceedings. Further, DIB will irrevocably and unconditionally consent to the giving of any relief or the issue of any legal proceedings, including, without limitation, jurisdiction, enforcement, prejudgment proceedings and injunctions in connection with any legal proceedings.
Limited Recourse:	Each Certificate represents solely an undivided ownership interest in the relevant Trust Assets. No payment of any amount whatsoever shall be made in respect of the Certificates except to the extent that funds for that purpose are available for the relevant Trust Assets. Certificateholders will otherwise have no recourse to any assets of the Trustee or DIB in respect of any shortfall in the expected amounts due under the relevant Trust Assets to the extent the Trust Assets have been exhausted, following which all obligations of the Trustee shall be extinguished.
Selling Restrictions:	There are restrictions on the distribution of this Base Prospectus and the offer or sale of Certificates in the United States, the EEA, the UK, the Cayman Islands, Japan, the United Arab Emirates (excluding the ADGM and the DIFC), the ADGM, the DIFC, Kingdom of Saudi Arabia, Kingdom of Bahrain, the State of Kuwait, Singapore, Hong Kong, Malaysia and the People's Republic of China.
United States Selling Restrictions:	Regulation S, Category 2.

RISK FACTORS

The purchase of any Certificates may involve substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and merits of an investment in the Certificates. Before making an investment decision, prospective purchasers of Certificates should consider carefully, in light of their own financial circumstances and investment objectives, all of the information in this Base Prospectus.

Each of the Trustee and DIB believes that the factors described below represent the principal risks inherent in investing in Certificates, but the inability of the Trustee to pay any amounts on or in connection with any Certificate may occur for other reasons and neither the Trustee nor DIB represents that the statements below regarding the risks of holding any Certificate are exhaustive. There may also be other considerations, including some which may not be presently known to the Trustee or DIB or which the Trustee or DIB currently deems immaterial, that may impact any investment in Certificates.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. Words and expressions defined in "Structure Diagram and Cashflows", "Form of the Certificates" and "Terms and Conditions of the Certificates" shall have the same meanings in this section.

FACTORS THAT MAY AFFECT THE TRUSTEE'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER CERTIFICATES ISSUED UNDER THE PROGRAMME

The Trustee will not engage in any business activity other than the issuance of Certificates under the Programme, the acquisition of the Trust Assets as described herein, acting in the capacity as Trustee and other activities incidental or related to the foregoing as required under the Transaction Documents.

The Trustee's only material assets, which will be held on trust for Certificateholders, will be the Trust Assets relating to each Series of Certificates, including its right to receive payments under the relevant Transaction Documents. The ability of the Trustee to pay amounts due on the Certificates of each Series will primarily be dependent upon receipt by the Trustee of all amounts due from DIB under the relevant Transaction Documents. Therefore the Trustee is subject to all the risks to which DIB is subject to the extent that such risks could limit DIB's ability to satisfy in full and on a timely basis their respective obligations under the Transaction Documents to which they are a party. See "*Risk Factors – Factors that may affect DIB's ability to fulfil its obligations under the Transaction Documents to which it is a party*" below for a further description of these risks.

FACTORS THAT MAY AFFECT DIB'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE TRANSACTION DOCUMENTS TO WHICH IT IS A PARTY

RISKS RELATING TO THE GROUP

The Group's business, financial condition, results of operations and prospects are and will continue to be affected by economic conditions

DIB, in common with other financial institutions, is susceptible to changes in the macro-economic environment and the performance of financial markets generally.

In 2023, changes in the sanctions regime applied to Russia at the end of 2022 contributed to lower oil prices in 2023 compared to 2022. Inflation, both globally and in the UAE, which had increased towards the end of 2022 remained high during 2023 and interest rates around the world generally increased during the same period as authorities sought to control inflation. During 2024, inflation began to decline and as a result interest rates also decreased in some jurisdictions although remained elevated in other jurisdictions where inflation persisted. Quantitative tightening in 2024 and 2025 by some authorities reduced market liquidity. In 2024, 2025 and 2026 conflicts in the Middle East, including the conflict between the United States/Israel and Iran (the **Iran conflict**), which is currently subject to an indefinite ceasefire, heightened risk which, coupled with increased trade protectionism since early 2025, caused volatility in asset prices and widening credit spreads,

with the Iran conflict driving a significant increase in oil prices since 28 February 2026.On 28 April 2026, the UAE announced its decision to leave OPEC with effect from 1 May 2026 to help it meet growing global energy demand in the long term after recent investments to boost its production capacity. It is too early to determine what impact this may have on oil prices in the medium term.

The IMF, in its World Economic Outlook Update, April 2026, noted that the Iran conflict, through its impact on commodity markets, inflation expectations and financial conditions, is likely to adversely impact global growth and inflation. Based on the assumption that the Iran conflict will have limited duration, intensity and scope, such that the disruptions will fade by mid-2026, consistent with commodity futures prices as at 10 March 2026, the IMF projected that global growth would be 3.1 per cent. in 2026 and 3.2 per cent. in 2027, slower than its recent pace of about 3.4 per cent. in 2024 to 2025 and slower than its historical (between 2000 and 2019) average of 3.7 per cent. It also projected global headline inflation to increase to 4.4 per cent. in 2026 and decline to 3.7 per cent. in 2027. In more adverse scenarios, the IMF projected that global growth could fall to between 2.0 and 2.5 per cent. in 2026 and inflation could be between 5.4 per cent. and 6.0 per cent. in 2026, with, in each case, emerging market economies being significantly more adversely impact than advanced economies.

The IMF notes that downside risks dominate the outlook as geopolitical tensions could worsen, domestic political strains could erupt and trade-related disputes could flare up. In addition, a re-evaluation of profit expectations regarding artificial intelligence (**AI**) or lowered expectations of viable markups stemming from more intense competition could lead to a decline in investment and trigger an abrupt correction in financial markets. Larger fiscal deficits and increasing public debt, starting from a position where fiscal buffers are already eroded, could put pressure on long-term interest rates and, in turn, on broader financial conditions. An erosion of institutions, including central bank independence and monetary policy credibility, could raise inflation expectations.

The Group remains exposed to a future economic downturn, whether caused by the Iran conflict or other factors, which could negatively impact many of its customers and result in lower demand for its services as well as increased impairment charges, which would negatively affect its financial position and profitability.

The Group is exposed to credit risk

Risks arising from adverse changes in the credit quality and recoverability of financing, investment securities and amounts due from counterparties are inherent in a wide range of the Group's businesses, principally in its financing and investment activities. In particular, the Group is exposed to the risk that customers may not pay their financing according to their contractual terms and that the collateral securing the payment of these financings may be insufficient. This risk is heightened in times of economic downturn, as was evidenced by a significant increase in the Group's impairment charges, net in 2020 as a result of the COVID-19 pandemic. The Group continuously reviews and analyses its financing portfolio and credit risks, and its provision for credit losses is based on, among other things, its analysis of current and historical delinquency rates and Islamic financing asset management and the valuation of the underlying assets, as well as numerous other management assumptions. However, these internal analyses and assumptions may give rise to inaccurate predictions of credit performance, particularly in a volatile economic climate.

Credit losses could also arise from a deterioration in the credit quality of specific customers, issuers and other counterparties of the Group, or from a general deterioration in local or global economic conditions, or from systemic risks within financial systems, any or all of which could affect the recoverability and value of the Group's assets and require an increase in the Group's provisions for the impairment of Islamic financing, investment securities and other credit exposures.

As at 31 December 2025, the Group had provisions for impairment in relation to its Islamic financing and investing assets amounting to AED 5,915 million compared to AED 6,761 million as at 31 December 2024 and AED 8,903 million as at 31 December 2023. Any failure by the Group to maintain the quality of its assets through effective risk management policies could lead to higher Islamic financing loss provisioning and result in higher levels of defaults and write-offs. In addition, the Central Bank may, at any time, amend or supplement its guidelines and require additional provisions to be made in respect of the Group's Islamic financing and investing assets if it determines (acting in its role as the prudential regulator for the UAE banking sector) that

it is appropriate to do so. If any additional provisions were required to be made, then depending on the exact quantum and timing, such provisions could have an adverse impact on the Group's results of operations and financial condition.

The Group's Islamic financing and investing activities, its investments in sukuk and its customers' deposits have significant concentrations

Concentrations in the Group's financing, investing and deposit portfolios subject it to risks of default by its larger customers, to significant exposure to the UAE economy and to particular sectors of the UAE economy that may underperform and to the withdrawal of large deposits (see "*– The Group is subject to the risk that liquidity may not always be readily available or may only be available at significant cost*" below). The Group's financing and investment portfolios show country, industry and customer concentrations.

The Group's consolidated portfolio of Islamic financing and investing assets, net of impairment provisions, constituted 63 per cent. of its consolidated total assets, or AED 262,055 million, as at 31 December 2025. As at the same date, 83 per cent. of the Group's Islamic financing and investing assets, before impairment provisions, were concentrated in the UAE. In addition, the Group's investments in sukuk, net of impairment provisions, constituted a further 22 per cent. of its consolidated total assets, or AED 90,589 million, as at 31 December 2025. As at the same date, 31 per cent. of the Group's investments in sukuk (before provision for impairment) were also concentrated in the UAE.

The Group's customers' deposits are geographically concentrated, with 96 per cent. of its customers' deposits being UAE deposits as at 31 December 2025. In addition, the Group's Islamic financing and investing assets portfolio has sector concentrations, including to the services and others, real estate and consumer financing sectors, see "*– Risk Management – Credit Risk – Portfolio concentrations*" and "*– The Group is exposed to adverse changes in the real estate market in the UAE*" below.

As a result, any deterioration in general economic conditions in the UAE or any failure by the Group to manage effectively its geographic risk concentration, or a default by any of the Group's larger financing and investment counterparties could lead to a deterioration in the credit quality of the Group's financing and investing portfolios. See "*– The Group's business, financial condition, results of operations and prospects are and will continue to be affected by economic conditions*" above.

A significant decrease in the quality of the Group's Islamic financing and investing assets could materially adversely affect its business

The Group's IFRS stage 3 Islamic financing and investing assets (including purchased or originated credit impaired (**POCI**) assets), which together comprise its **impaired financing and investing assets**, were AED 7,167 million as at 31 December 2025 compared to AED 9,138 million as at 31 December 2024 and AED 11,497 million as at 31 December 2023. The Group's impaired ratio (defined as the ratio of its impaired financing and investing assets to the aggregate of gross Islamic financing and investing assets and investments in bilateral sukuk) amounted to 2.7 per cent. as at 31 December 2025 compared to 4.1 per cent. as at 31 December 2024 and 5.4 per cent. as at 31 December 2023.

The Group's IFRS stage 1, stage 2 and stage 3 (including POCI) expected credit loss (**ECL**) amounted to AED 1,106 million, AED 736 million and AED 4,074 million, respectively, as at 31 December 2025 compared to AED 792 million, AED 846 million and AED 5,123 million, respectively, as at 31 December 2024 and AED 951 million, AED 1,274 million and AED 6,678 million, respectively, as at 31 December 2023. The Group's stage 2 ECL as a percentage of its stage 2 gross exposure was 7.3 per cent. as at 31 December 2025, 7.8 per cent. as at 31 December 2024 and 8.9 per cent. as at 31 December 2023. The Group's stage 3 (including POCI) ECL as a percentage of its stage 3 gross exposure was 56.8 per cent. as at 31 December 2025, 56.1 per cent. as at 31 December 2024 and 58.1 per cent. as at 31 December 2023.

In the three months ended 31 March 2026, the Group's impairment charges, net were AED 420 million compared to AED 163 million in the corresponding period of 2025. The Group's impairment charges, net are sensitive to macro-economic and geopolitical conditions and in determining the ECL for the period ended 31 March 2026, the Group considered the potential effects of the ongoing geopolitical developments in the region,

based on the best available information and relief measures announced by the Central Bank. The Group continues to reassess the long-term viability of affected customers, and stage classification is determined in accordance with IFRS 9, the Credit Risk Management Standards, the Group's internal policies and applicable Central Bank guidelines.

Any significant deterioration in the Group's Islamic financing and investing assets in future periods could result in increased provisions for impairment and thus materially adversely affect its business.

The Group is exposed to adverse changes in the real estate market in the UAE

As at 31 December 2025, the Group's gross maximum exposure to credit risk (before taking into account collateral or other credit enhancements held) to customers operating in the real estate sector was AED 58,568 million, or 13 per cent. of its total gross maximum exposure to credit risk. In addition, the Group's gross maximum exposure to credit risk to consumer home finance customers and customers operating in the contracting sector was AED 33,850 million and AED 7,541 million, respectively, equal to 8 per cent. and 2 per cent., respectively, of its total gross maximum exposure to credit risk. The Group is exposed to the consumer home finance sector both directly and through its subsidiary, Tamweel P.S.C. (**Tamweel**), whose core business is the provision of Shari'a-compliant home financing solutions within the UAE.

The Group has a secondary exposure to the real estate market where its Islamic financing and investing assets which are not advanced to customers in the sectors described above are secured by real estate collateral.

Any significant downturn in the UAE real estate market, which is cyclical, could weaken the credit quality of the Group's real estate and contracting clients resulting in increased provisions for impairment and reduced profitability and would also be likely to reduce the value of the real estate collateral securing the Group's consumer home financing or any of its other Islamic financing and investing assets secured by real estate collateral, again potentially resulting in increased provisions for impairment and therefore reduced profitability.

The Group has significant credit-related contingent liabilities and commitments that may lead to substantial potential losses

As part of the Group's financing and trade-related activities, the Group provides guarantees and letters of credit, which are commitments to make payments on behalf of customers contingent upon the failure of the customer to satisfy its obligations supported by the commitment, and the Group also makes irrevocable commitments to make financing available to customers. Although these commitments are contingent and therefore off-balance sheet, they nonetheless subject the Group to related credit risk. Credit-related commitments are subject to the same credit approval and compliance procedures as financing advanced to customers and commitments to extend financing are contingent on customers maintaining specific credit standards. As at 31 December 2025, the Group had AED 34,595 million of credit-related contingent liabilities and commitments outstanding, being 7.7 per cent. of its total assets plus credit-related contingent liabilities and commitments. Although the Group anticipates that only a portion of its obligations in respect of these commitments will be triggered, it may become obliged to make payments in respect of a greater portion of such commitments than originally anticipated, which could have a material adverse effect on its business, results of operations and financial condition.

The Group could be adversely affected by the weakness or the perceived weakness of other financial institutions and counterparties, which could result in significant systemic liquidity problems, losses or defaults

Against the backdrop of constraints on liquidity and the high cost of funds in the interbank market and given the high level of interdependence between financial institutions, the Group is subject to the risk of deterioration of the commercial and financial soundness, or perceived soundness, of other financial institutions. Within the financial services industry, the default of any one institution could lead to significant losses, and potentially defaults, by other institutions. Most recently, the failures in the first half of 2023 of Silicon Valley Bank and Signature Bank in the United States and Credit Suisse in Europe indicate the potential for this type of systemic risk. Concerns about, or a default by, one institution could also lead to significant liquidity problems, losses

or defaults by other institutions, because the commercial and financial soundness of many financial institutions is closely related due to their credit, trading, clearing or other relationships. Even the perceived lack of creditworthiness of, or questions about, a counterparty may lead to market-wide liquidity problems and losses or defaults by the Group or other institutions. This risk, often referred to as "systemic risk", may also adversely affect other financial intermediaries, such as clearing agencies, clearing houses, securities firms and exchanges, with whom the Group interacts daily. Systemic risk, should it materialise, could have a material adverse effect on the Group's ability to raise new funding and on its business and prospects.

The Group is subject to the risk that liquidity may not always be readily available or may only be available at significant cost

Liquidity risk is the risk that the Group may be unable to meet its payment obligations when they fall due under normal and stressed circumstances. Liquidity risks could arise from the inability of the Group to anticipate and provide for unforeseen decreases or changes in funding sources which could have adverse consequences on the Group's ability to meet its obligations when they fall due.

The Group's customers' deposits, which are its principal source of funding, constituted 88 per cent. of its total liabilities, or AED 320,184 million, as at 31 December 2025, of which the majority were located in the UAE. As is the normal practice in the UAE banking industry, the Group accepts deposits from its customers which are mainly short-term and generally low cost in nature, to meet most of its funding needs. The availability of deposits is subject to fluctuation due to factors outside the Group's control, including possible loss of confidence and competitive pressures, and this could result in a significant outflow of deposits within a short period of time which may adversely impact the Group's financial position and its ability to meet Central Bank regulations relating to liquidity. Any such loss of deposits could require the Group to seek additional sources of funding (whether in the form of deposits or wholesale funding), which may not be available to the Group on commercially acceptable terms or at all. Any failure to obtain replacement funding would be likely to negatively impact the Group's ability to maintain or grow its Islamic financing portfolio or otherwise increase its overall cost of funding, each of which could have a material adverse effect on its business. Accordingly, there is a risk, which is heightened in periods where liquidity is constrained, that, if a significant number of the Group's customers do not choose to roll over their deposits at any time, the Group could experience difficulties in repaying those deposits.

An inability on the Group's part to access funds or to access the markets from which it raises funds may lead to the Group being unable to finance its operations adequately. A dislocated credit environment compounds the risk that the Group will not be able to access funds on favourable commercial terms (including profit payable thereon). These and other factors could also lead creditors to form a negative view of the Group's liquidity, which could result in less favourable credit ratings, higher funding costs and less accessible funds.

In addition, there are timing differences between the cash payments the Group owes on its liabilities and the cash payments due to it on its financing advanced and investments made. The Group's ability to overcome these cash mismatches may be adversely affected if the fixed income markets were to experience significant liquidity problems. Also, under certain market conditions, the Group could be unable to sell additional products or be unable to sell its portfolio investments in sufficient amounts to raise the cash required to fulfil its obligations under the Transaction Documents when due.

There can be no assurance that the Group will be able to obtain additional funding as and when required or at prices that will not affect the Group's ability to compete effectively and, if the Group is forced to sell assets to meet its funding requirements, it may suffer material losses as a result. In extreme cases, if the Group is unable to secure funding to meet its liquidity needs, through customers' deposits, interbank financing, financing in the capital markets or asset sales, this would have a material adverse effect on the Group's business and prospects and could, potentially, result in its insolvency.

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

The Group is subject to prudential and regulatory controls designed to maintain the safety and soundness of banks, ensure their compliance with economic, social and other objectives and limit their exposure to risk. Some of these controls are described further in "*The United Arab Emirates Banking Sector and Regulations*". These regulations include UAE federal laws and regulations (particularly those of the UAE federal government and the Central Bank), as well as the laws and regulations of the other countries in which the Group operates. In particular (but without limitation), the Group is subject to restrictions on credit limits in respect of real estate and construction financing, major shareholders and large exposures to a single customer or group of connected customers (based on the Group's customers' deposits and/or capital and reserves, as prescribed by the Central Bank).

These regulations may limit the Group's ability to increase its Islamic financing portfolio or may increase its cost of doing business. For example, since 1 January 2019, DIB, as a domestic systemically important bank, has been required to maintain an additional 50 basis points of capital which is to be met in its entirety by Common Equity Tier 1 capital. Most recently, the UAE has a new banking law that was implemented in September 2025 and contains new requirements impacting Islamic financial institutions and bank resolution and recovery in the UAE, see "*The United Arab Emirates Banking Sector and Regulations*".

Any future changes in laws or in Central Bank regulations or policy and/or the way they are interpreted or enforced may affect the Group's reserves, revenue and performance and may have a material adverse effect on its business, results of operations, financial condition and prospects, including its ability to compete successfully in the geographies where it operates. Furthermore, non-compliance with regulatory guidelines could expose the Group to potential liabilities and fines. Although the Group works closely with its regulators and continually monitors its compliance with Central Bank regulations and policy, future changes in regulation, fiscal or other policies cannot be predicted and are beyond its control.

The Group's financial condition and results of operations could be adversely affected by market risks, including volatility in benchmark rates, prices of securities and foreign exchange rates

The Group's financial condition and results of operations could be affected by market risks that are outside its control, including, without limitation, volatility in benchmark rates, prices of securities and foreign exchange rates. Fluctuations in benchmark rates could adversely affect the Group's financial condition and results of operations in many ways. For example, an increase in benchmark rates generally may decrease the value of the Group's fixed-income Islamic financing and investing assets and its investments in sukuk and may raise the Group's funding costs. As a result, the Group may experience a reduction in its net income. For an illustration of the possible scale of this risk, see note 47.4.1 to each of the Annual Financial Statements which contains sensitivity analyses in relation to changes in profit rates. Profit rates are sensitive to many factors beyond the Group's control, including the policies of central banks, such as the Central Bank and, given the fixed exchange rate between the dirham and the U.S. dollar, the U.S. Federal Reserve, political factors and domestic and international economic conditions.

The Group's financial condition and results of operations may also be affected by changes in the market value of its equity investment securities. The Group earns dividend income on these securities and realises gains and losses on the sale of these securities which are recorded in its statement of income and also records unrealised gains and losses resulting from the fair valuation of these securities at each balance sheet date in its statement of comprehensive income. The level of the Group's income from its equity investment securities depends on numerous factors beyond the Group's control, such as overall market trading activity, interest rate levels, fluctuations in currency exchange rates and general market volatility.

Adverse movements in foreign exchange rates may also adversely impact the revenue and financial condition of the Group's depositors and customers, including those who are financed in, or make deposits in, foreign currencies or whose businesses have foreign currency exposures, which, in turn, may impact the Group's deposit base and the quality of its exposures to certain customers. For an illustration of the possible scale of this risk, see note 47.4.2 to each of the Annual Financial Statements which includes tables summarising the

Group's exposure to foreign currency exchange rate risk as at 31 December in each of 2025, 2024 and 2023. In general, the Group aims to advance foreign currency financing on terms that are generally similar to its foreign currency funding, thereby naturally hedging its exposure. Where this is not possible, it generally relies on derivative instruments to match the currencies of its assets and liabilities. Any open currency position is maintained within the limits set by the Central Bank. However, where the Group is not hedged, it is exposed to fluctuations in foreign exchange rates and any hedging strategy that it uses may not always be effective. Adverse movements in foreign exchange rates also may impact the income recorded by the Group in dirham from its subsidiaries with different reporting currencies, see note 47.4.3 to each of the Annual Financial Statements.

The Group depends on complex information technology systems, the failure, ineffectiveness or disruption of which could have a material adverse effect on the Group

The Group is dependent on sophisticated information technology (**IT**) systems, the failure, ineffectiveness or disruption of which could materially adversely affect its business.

The proper functioning of the Group's financial control, risk management, credit analysis and reporting, accounting, customer service and other IT systems, as well as the communication networks between its branches and main data processing centres, are critical to its business and ability to compete effectively. The Group's business activities would be materially disrupted if there is a partial or complete failure of any of these IT systems or communications networks. Such failures can be caused by a variety of factors, many of which are wholly or partially outside the Group's control including natural disasters, extended power outages and computer viruses or other malicious intrusions, see "*– The Group's business is dependent on its IT systems which are subject to potential cyber-attack*" below.

The proper functioning of the Group's IT systems also depends on accurate and reliable data and other system input, which are subject to human errors. Any failure or delay in recording or processing the Group's transaction data could subject it to claims for losses and regulatory fines and penalties.

The Group relies on third party service providers for certain aspects of its business operations. Any interruption or deterioration in the performance of these third parties or failures of their information systems and technology could impair the quality of the Group's operations and could impact its reputation.

The Group has implemented and tested business continuity plans and processes as well as disaster recovery procedures and these remain under continuous evolution, optimisation and validation. However, there can be no assurance that these safeguards will be fully effective, and any failure may have a material adverse effect on the Group's business and reputation.

The Group's business is dependent on its IT systems which are subject to potential cyber-attack

DIB recognises the importance of technology in building the Group's business capabilities and achieving its objectives of growth, expansion and competitive market positioning. Technology is at the core of the Group's strategy and for that reason a digital technology roadmap is embedded within its business plans.

However, in common with other financial institutions globally, the threat to the security of the Group's information and customer data from security breaches and cyber-attacks presents a real and growing risk to its business. Activists, rogue states and cyber criminals are among those targeting IT systems around the world. Risks to technology and cyber-security evolve and change rapidly and require continued focus, monitoring and investment in preventative measures. Given the increasing sophistication and scope of potential cyber-attack, it is possible that future attacks may lead to significant breaches of security.

A failure to adequately manage cyber-security risk and continually monitor, review and update current processes in response to new threats could have a material adverse effect on the Group, including disruption to its business, unauthorised disclosure of confidential information, significant financial and/or legal exposure and damage to its reputation.

The Group's ability to manage operational risks is dependent upon its internal control systems, which might not be fully effective in all circumstances

Operational risks and losses can result from fraud, error by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with regulatory requirements or conduct of business rules, failure of internal systems, equipment and external systems (including those of the Group's counterparties or vendors) and the occurrence of natural disasters. The Group has a detailed operational risk framework which defines the roles and responsibilities of individuals and units across different Group functions that are involved in performing operational risk management tasks. The operational risk management framework aims to ensure that operational risks across its business are properly identified, monitored, managed and reported.

The Group's ability to manage operational risk, including its ability to comply with all applicable regulations, is largely dependent on its maintenance of compliance, audit and reporting systems and procedures, and its ability to attract and retain personnel qualified to manage and monitor such systems and procedures. Although the Group is subject to external audit and oversight by regulatory authorities, including regular examination activity, and performs regular internal audits to monitor and test its compliance systems, the Group cannot be certain that these systems and procedures will be fully effective in all circumstances, particularly in the case of frauds which could be perpetrated by both external parties or by the Group's employees who could be tricked into disclosing sensitive information or performing actions that lead to fraudulent activity or who could engage in deliberate employee misconduct. In the case of actual or alleged non-compliance with applicable regulations, the Group could be subject to investigations and judicial or administrative proceedings that may result in substantial penalties or civil lawsuits for damages, which could have a material adverse effect on the Group's business.

The Group's risk management policies and procedures may not be effective in all circumstances and may leave it exposed to unidentified or unanticipated risks

The Group's risk management strategies and internal controls may not be effective in all circumstances and may leave the Group exposed to unidentified or unanticipated risks. There can be no assurance that the Group's risk management and internal control policies and procedures will adequately control, or protect the Group against, all credit, liquidity, market, operational and other risks. In addition, certain risks may not be accurately quantified by the Group's risk management systems. Some of the Group's methods of managing risk are based upon the use of historical market data which, as evidenced by events caused by the global financial crisis and the COVID-19 pandemic, may not always accurately predict future risk exposures, which could be significantly greater than historical measures indicate. In addition, certain risks could be greater than the Group's empirical data would otherwise indicate.

Other risk management methods depend upon evaluation of information regarding the markets in which the Group operates, its clients or other matters that are publicly available or information otherwise accessible to the Group. This information may not be accurate, complete, up-to-date or properly evaluated in all cases. Any material deficiency in the Group's risk management or other internal control policies or procedures may expose it to significant credit, liquidity, market or operational risk, which may in turn have a material adverse effect on the Group's business.

The Group's business may be influenced by DIB's principal shareholder

DIB's principal shareholder is the Government of Dubai, which directly and indirectly held 27.97 per cent. of DIB's share capital as at 31 March 2026. By virtue of this shareholding, the Government of Dubai can appoint the chairman of DIB's Board of Directors (the **Board**) and influence the Group's business through its influence on the Board and its ability to control certain actions that require 75 per cent. shareholder approval. If circumstances were to arise where the interests of the Government of Dubai or any future major shareholder conflict with the interests of the Certificateholders, the Certificateholders could be disadvantaged.

A negative change in DIB's credit ratings could limit its ability to raise funding and may increase its funding costs

DIB is rated A by Fitch with a "stable" outlook and A3 by Moody's with a "stable" outlook. These ratings, which are intended to measure DIB's ability to meet its debt obligations as they mature, are an important factor in determining DIB's cost of wholesale funding.

According to Fitch's 19 June 2025 report on DIB, DIB's rating would be downgraded if Fitch determined that there was either a weaker ability of the sovereign to support DIB, which would be reflected in a UAE sovereign downgrade, or a weaker propensity of the sovereign to support banks. In addition, a material deterioration in DIB's asset quality metrics or higher appetite towards riskier segments, combined with a weakening in core capitalisation, could also impact its rating. According to Moody's 1 May 2025 credit opinion on DIB, downward pressure on DIB's ratings could develop if (1) there is a deterioration in DIB's asset quality; or (2) there is a significant financing growth that could lead to reduced capital buffers; or (3) the notches of government support uplift are reduced.

A downgrade of any of DIB's credit ratings, or a negative change in outlook, may limit the Group's ability to raise wholesale funding and increase its cost of wholesale funding, which could adversely affect its business, financial condition, results of operations and prospects. A downgrade of any of DIB's credit ratings (or announcement of a negative change in ratings outlook) may also limit the Group's ability to raise capital. Moreover, actual or anticipated changes in DIB's credit rating could adversely affect the price at which the Certificates are traded in the secondary market.

The Group may become subject to increasingly intense competition

The Group faces competition in all its business areas from locally incorporated and foreign banks, including new digital banking platforms, including those offered by many major banks operating in the UAE. The Group also faces competition from both Islamic banks and conventional banks. According to the Central Bank Register as of March 2026 published on the Central Bank's website, there were 62 banks (comprising 25 locally incorporated banks and 37 foreign banks (of which 11 were wholesale banks)) licensed to operate inside the UAE (excluding the DIFC). There are also an increasing number of institutions offering Islamic financial products and services within the UAE. As of March 2026, there were eight Islamic retail banks, in addition to other financial institutions, offering Islamic products and solutions. Other financial institutions may also consider offering Sharia-compliant products in the future.

The financial institutions market in the UAE has generally been a relatively protected market with high regulatory and other barriers to entry for foreign financial institutions. However, to the extent that these barriers are removed or eased in the future, either voluntarily or as a result of the UAE's obligations to the World Trade Organisation, the GCC or any other similar entities, this would create a more competitive environment for the Group and other domestic financial institutions and could have an adverse effect on the Group's business, financial condition, results of operations and prospects.

Any alteration to, or abolition of, the foreign exchange "peg" of the dirham at a fixed exchange rate to the U.S. dollar will expose the Group to U.S. dollar foreign exchange movements against the dirham

The Group maintains its accounts, and reports its results, in dirham. The dirham has been pegged at a fixed exchange rate to the U.S. dollar since 22 November 1980. However, there can be no assurance that the dirham will not be de-pegged in the future or that the existing peg will not be adjusted in a manner that adversely affects the Group's results of operations and financial condition. Any such de-pegging or adjustment, particularly if the dirham weakens against the U.S. dollar as a result, could have an adverse effect on the Group's business, results of operations, financial condition and prospects. For example, the 2025 Financial Statements, in note 47.4.2, contain a sensitivity analysis that shows that a 2 per cent. change in the exchange rate of the U.S. dollar against the dirham (with all other variables held constant) in 2025 would have impacted the Group's statement of profit or loss (due to the changes in the fair values of currency sensitive non-trading monetary assets and liabilities) by AED 4.0 million.

The Group is party to litigation related to the terrorist attacks on New York City on 11 September 2001

In 2002, DIB was named as a defendant in eight civil lawsuits filed in various federal district courts in the United States that relate to the terrorist attacks on 11 September 2001. The plaintiffs in these lawsuits include victims of the terrorist attacks, the families or estates of deceased victims, the leaseholders of the World Trade Center properties, and certain insurance companies that suffered losses as a result of the attacks. In total, the lawsuits named hundreds of defendants. The defendants included, among other entities and organisations, Islamic charities, other major financial institutions in the Middle East and individuals. The complaints filed in these lawsuits made allegations against DIB, including that DIB provided material support and assistance to Al Qaeda and that it knew or should have known it was aiding and abetting, and enabling the terrorists that perpetrated the attacks. The plaintiffs have not enumerated all of their alleged damages that they are seeking to recover in these cases.

In December 2003, the United States Judicial Panel on Multi-District Litigation consolidated the actions against DIB and the other defendants in the Federal District Court in the Southern District of New York (the **New York Federal Court**). In May 2005, DIB filed a motion to dismiss all eight actions with the New York Federal Court. In June 2010, the New York Federal Court denied DIB's motion to dismiss due to the allegations by the plaintiffs that DIB intentionally and knowingly provided support to Al Qaeda.

On 9 March 2023, the New York Federal Court issued a judgment holding that all claims against DIB were dismissed. The Court held that the "facts are materially different from the allegations on which this Court premised personal jurisdiction in 2010", and concluded that the New York Federal Court had no personal jurisdiction over DIB.

The Plaintiffs have filed an appeal to the United States Second Circuit of Appeals. Oral arguments took place on 23 February 2026 and the parties are awaiting the court's judgment.

DIB believes that it has meritorious defences to all claims and will continue to defend itself vigorously during any appeals process.

Changes in applicable tax legislation may adversely affect the Group

Under Federal Decree-Law No 47 of 2022 on the Taxation of Corporations and Businesses (the **Corporate Tax Law**), a new corporate tax regime in the UAE became effective for accounting periods beginning on or after 1 June 2023. The Corporate Tax Law sets a rate of 9 per cent. to be applied to taxable income generated in the UAE exceeding AED 375,000.

In alignment with the Base Erosion Profit Shifting Pillar Two rules introduced by the Organisation for Economic Co-Operation and Development (**OECD**), the UAE has introduced a qualified domestic minimum top up tax (**DMTT**) through Cabinet Decision No. 142 of 2023, effective for financial years beginning on or after 1 January 2025. This decision implements a 15 per cent. minimum effective tax rate for in-scope multinational enterprise groups. The Group is within the scope of Pillar Two legislation and as such is subject to the Pillar Two rules. The effective tax rate for the year ended 31 December 2025 is 13.3 per cent., which includes the DMTT.

Reflecting the introduction of the Corporate Tax Law, the Group's effective tax rate for the year ended 31 December 2024 was 9.3 per cent. compared to 1.37 per cent. in 2023. The deviation from the statutory rate in 2024 was primarily driven by the geographical mix and partly offset by certain exempt income and exempt gains under the Corporate Tax Law in the UAE.

The Group is subject to changes in the political, economic and other conditions in the region where it conducts most of its business

As at 31 December 2025, 71 per cent. of the Group's total assets were in the UAE. Given that the Group has the majority of its operations in the UAE, its operations have previously been and may continue to be affected by economic and political developments impacting the UAE, in particular, the level of economic activity in the UAE as discussed under "*– The Group's business, financial condition, results of operations and prospects are and will continue to be affected by economic conditions*" above.

Although Dubai and the UAE enjoy domestic political stability and generally healthy international relations, as they are in the MENA region, there is a risk that regional geopolitical instability could impact them. Current conflicts in the MENA region include the Iran conflict, the multinational conflict with Islamic State (also known as Daesh, ISIS or ISIL), Israeli military operations in Lebanon, Syria and Gaza and the civil wars in Libya and Yemen as well as periodic attacks by Houthis on shipping in the Red Sea. These events have given rise to increased political uncertainty across the region. In addition, DIB's wholly-owned subsidiary, DIB Pakistan Ltd., and its associate, the Bank of Khartoum, are, in common with all other industries in the Islamic Republic of Pakistan and Sudan, respectively, affected by ongoing political uncertainty, including an ongoing conflict between rival factions of the military government in Sudan that commenced in April 2023.

There have been numerous terrorist attacks affecting GCC countries, including Saudi Arabia which most recently experienced attacks on Saudi Aramco refineries in Riyadh and Yasref and petroleum products distribution terminals in the Jeddah and Jizan regions in March 2022. There have also been airborne attacks targeted at UAE oil infrastructure in recent years. More recently, the Iran conflict has resulted in missile and drone attacks by Iran on neighbouring countries, including attacks targeting the UAE which have caused deaths, personal injury and damage to property, including oil and gas infrastructure.

Whilst DIB's business has not been directly impacted by any political unrest to date, it is not possible to predict the occurrence of events or circumstances such as war or hostilities, or the impact of such occurrences, and no assurance can be given that DIB would be able to sustain its current profit levels if adverse political events or circumstances were to occur in the UAE or any other country in which it had material operations at the time. For example, it is possible that any sustained decline in GDP growth rates or increase in inflation in the UAE arising from the Iran conflict could adversely impact the ability of one or more of DIB's significant customers to repay in a timely manner the financing which DIB has provided to it, which could result in DIB recognising increased ECL provisions or write offs.

Investors should also note that the Group's business and financial performance could be adversely affected by political, economic or related developments both within and outside the MENA region because of interrelationships within the global financial markets.

The economic and/or political factors which could adversely affect the Group's business, financial condition, results of operations and prospects include:

- regional political instability, including government or military regime change, riots or other forms of civil disturbance or violence, including through acts of terrorism;
- military strikes or the outbreak of war or other hostilities involving nations in the region, including the Iran conflict which has disrupted air travel in the MENA region, limited the UAE's ability to export oil and is currently disrupting its tourist industry;
- a material curtailment of the industrial and economic infrastructure development that is currently underway across the MENA region;
- a material increase in costs of funds in the UAE resulting from a material reduction in liquidity in the UAE financial markets;
- government intervention, including expropriation or nationalisation of assets or increased levels of protectionism;
- an increase in inflation and the cost of living;
- cancellation of contractual rights, expropriation of assets and/or inability to repatriate profits and/or dividends;
- increased government regulations, or adverse governmental activities, with respect to price, import and export controls, the environment, customs and immigration, capital transfers, foreign exchange and currency controls, labour policies and land and water use and foreign ownership;

- arbitrary, inconsistent or unlawful government action;
- changing tax regimes, including the imposition of taxes in tax favourable jurisdictions such as the UAE;
- difficulties and delays in obtaining governmental and other approvals for operations or renewing existing ones; and
- inability to repatriate profits or dividends.

Trade tensions and unpredictable foreign trade policy, including uncertainty around trade policy, among major economies, in particular the United States and China, may have an adverse impact on the performance of the Group. Trade disputes and protectionist measures, such as tariffs, anti-dumping duties and other trade barriers, may increase the costs, reduce the availability, or disrupt the supply chains of the raw materials, intermediate goods or finished products produced or used by the Group's customers in the UAE and elsewhere. Unpredictable tariff policy may also increase the volatility of commodity, raw material, intermediate goods or finished product prices, and result in new inflationary pressures.

There can be no assurance that either the economic performance of, or political stability in, the countries in which the Group currently operates, or may in the future operate, can or will be sustained. To the extent that economic growth or performance in these countries or the MENA region slows or declines, or political conditions deteriorate materially in any of those countries, the Group's business, financial condition, results of operations and prospects may be adversely affected.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH CERTIFICATES ISSUED UNDER THE PROGRAMME

Risks relating to the Assets

Ownership of the Assets

In order to comply with the requirements of Sharia, an ownership interest in the Assets comprised within the relevant Portfolio will pass to the Trustee under the relevant Purchase Agreement. The Trustee will declare a trust in respect of such Portfolio and the other Trust Assets in favour of the Certificateholders of the relevant Series pursuant to the relevant Trust Deed. Accordingly, Certificateholders will, through the ownership interest of the Trustee, have an undivided ownership interest in the relevant Portfolio (see "*– Transfer, possession, custody or control of the Assets*" below).

No investigation or enquiry will be made and no due diligence will be conducted in respect of any Assets comprised within any Portfolio. Such Assets will be selected by DIB and the Certificateholders, the Trustee and the Delegate will have no ability to influence such selection. Only limited representations will be obtained from DIB in respect of the Assets of any Series. In particular, the precise terms of the Assets will not be known (including whether there are any restrictions on transfer or any further obligations required to be performed by DIB to give effect to the transfer of the Assets). No steps are intended to be taken to perfect the transfer of the ownership interest (including registration) in the Assets with any relevant regulatory authority in the UAE or otherwise give notice to any lessee or obligor in respect thereof. As a result, absent all relevant perfection formalities being completed, any right that the Certificateholders may have in relation to the Assets shall be limited to the extent provided for in the Transaction Documents.

Transfer, possession, custody or control of the Assets

Limited investigation has been or will be made by (i) the Trustee, DIB, the Arranger, the Dealers or the Delegate as to whether any legal interest in any Assets may be transferred as contemplated pursuant to the relevant Purchase Agreement as a matter of the law governing the contracts (if any) underlying such Assets, the law of the jurisdiction where such assets are located or any other relevant law; or (ii) the Trustee, the Arranger, the Dealers or the Delegate as to whether DIB has or will continue to have actual or constructive possession, custody or control of any Assets.

Limitations relating to the indemnity provisions under the Purchase Undertaking and the Master Trust Deed

DIB has undertaken in the Purchase Undertaking and the Master Trust Deed that:

(a) if, at the time of delivery of an exercise notice in accordance with the provisions of the Purchase Undertaking, Dubai Islamic Bank PJSC remains in actual or constructive possession, custody or control of all or any part of the Assets comprising the Portfolio; and

(b) if, following delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, the Portfolio Exercise Price is not paid in accordance with the provisions of the Purchase Undertaking, whether as a result of a dispute or challenge in relation to the rights, title, interest, benefits and entitlements of the Trustee in, to and under the Portfolio or any of the Assets comprising the Portfolio or for any other reason, and thereby resulting in DIB's failure to comply with its obligations under the Purchase Undertaking,

DIB shall (as an independent, severable and separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the outstanding Certificates and, accordingly, the amount payable under any such indemnity claim will equal the Portfolio Exercise Price.

Subject to the satisfaction of the conditions in (a) and (b) as described above, if DIB fails to pay the Portfolio Exercise Price in accordance with the Purchase Undertaking, the Delegate (on behalf of the Certificateholders) may, subject to the matters set out in Condition 14 and the terms of the Master Trust Deed, seek to enforce, *inter alia*, the provisions of the Purchase Undertaking and the Master Trust Deed against DIB by commencing arbitral or legal proceedings. See "– *Risk factors relating to enforcement".*

However, prospective investors should note that, in the event that Dubai Islamic Bank PJSC does not remain in actual or constructive possession, custody or control of all or any part of the Assets comprising the Portfolio at the time of delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, the condition in (a) as described above will not be satisfied and, therefore, no amounts will be payable by DIB under the separate indemnity provisions. For the avoidance of doubt, no investigation has been or will be made by the Trustee, the Arranger, the Dealers, or the Agents as to whether Dubai Islamic Bank PJSC has or will remain in actual or constructive possession, custody or control of any of the Assets.

Accordingly, in such event, the Delegate (on behalf of the Certificateholders) may be required to establish that there has been a breach of contract by DIB in order to prove for damages. Such breach of contract may be due to (i) a breach by DIB of the requirement to purchase the Trustee's rights, title, interests, benefits and entitlements in, to and under the Portfolio on the relevant Scheduled Dissolution Date or Dissolution Date pursuant to the provisions of the Purchase Undertaking; and/or (ii) a breach by DIB (acting in its capacity as Service Agent pursuant to the provisions of the Service Agency Agreement) of its undertaking to maintain actual or constructive possession, custody or control of all or any of the Assets comprising the Portfolio, provided that (i) it is legally possible for the Service Agent to so maintain; and (ii) such maintenance shall not result in a breach of the terms of the relevant Asset Contracts.

As a result, the Delegate (on behalf of the Certificateholders) may not be able to recover, or may face significant challenges in recovering, an amount equal to the Portfolio Exercise Price, and in turn, the amount payable to the Certificateholders upon redemption.

Risks Relating to the Certificates

The Certificates are limited recourse obligations

Certificates to be issued under the Programme are not debt obligations of the Trustee. Instead, the Certificates represent an undivided ownership interest solely in the relevant Trust Assets. Recourse to the Trustee in respect of each Series is limited to the Trust Assets of that Series and proceeds of such Trust Assets are the sole source of payments on the relevant Certificates. Upon the occurrence of a Dissolution Event, the sole rights of each of the Delegate and, through the Delegate, the Certificateholders of the relevant Series will be against DIB to perform its obligations under the Transaction Documents to which it is a party. Certificateholders will have

no recourse to any assets of the Trustee or DIB in respect of any shortfall in the expected amounts due under the relevant Trust Assets. DIB is obliged to make certain payments under the Transaction Documents to which it is a party directly to the Trustee, and the Delegate will have direct recourse against DIB to recover such payments due to the Trustee pursuant to the Transaction Documents to which it is a party. In the absence of default by the Delegate, investors have no direct recourse to DIB and there is no assurance that the net proceeds of the realisation of any enforcement action with respect to the Trust Assets (which, as described above, will be by way of enforcing DIB's and the Trustee's respective obligations under the Transaction Documents to which they are a party) will be sufficient to make all payments due in respect of the relevant Certificates. After enforcing or realising the rights in respect of the Trust Assets of a Series (in the manner described above) and distributing the net proceeds of such Trust Assets in accordance with Condition 4.2, the obligations of the Trustee in respect of the Certificates of the relevant Series shall be satisfied and neither the Delegate nor any Certificateholder may take any further steps against the Trustee to recover any further sums in respect of such Certificates and the right to receive any such sums unpaid shall be extinguished. The sole right of the Trustee, the Delegate and the Certificateholders against DIB shall be to enforce the obligation of DIB to perform its obligations under the Transaction Documents to which it is a party.

Absence of secondary market/limited liquidity

There is no assurance that a secondary market for the Certificates of any Series will develop or, if it does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of those Certificates. Accordingly, a Certificateholder may not be able to find a buyer to buy its Certificates readily or at prices that will enable the Certificateholder to realise a desired yield. The market value of Certificates may fluctuate and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Certificates. Accordingly, the purchase of Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the relevant Certificates and the financial and other risks associated with an investment in the relevant Certificates. An investor in Certificates must be prepared to hold the relevant Certificates for an indefinite period of time or until their maturity. Application has been made for the listing of certain Series to be issued under the Programme on Euronext Dublin and/or Nasdaq Dubai, as the case may be, but there can be no assurance that any such listing will occur or will enhance the liquidity of the Certificates of the relevant Series.

The Certificates may be subject to early redemption

In the event that the amount payable on the Certificates of any Series is required to be increased to include additional amounts in certain circumstances and/or DIB is required to pay additional amounts pursuant to certain Transaction Documents, in each case as a result of certain changes affecting taxation in the Cayman Islands (in the case of the Trustee) or the UAE (in the case of DIB), or in each case any political subdivision or any authority thereof or therein having power to tax, the Trustee may redeem all but not some only of the Certificates upon giving notice in accordance with the Terms and Conditions of the relevant Certificates.

If so provided in the applicable Final Terms, a Tranche may be redeemed early at the option of the Trustee. Any such early redemption feature of any Certificate is likely to limit its market value. During any period when the Trustee may elect to redeem Certificates, the market value of those Certificates generally will not rise substantially above the dissolution amount payable. This also may be true prior to any redemption period. The Trustee may be expected to redeem Certificates when DIB's cost of funding is lower than the profit rate on the Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective profit rate as high as the profit rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider re-investment risk in light of other investments available at that time.

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

Rates and indices which are deemed to be "benchmarks" (including, EURIBOR) are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective, whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently

than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Certificates referencing such a benchmark.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of in-scope benchmarks, the contribution of input data to an in-scope benchmark and the use of an in-scope benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of in-scope benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) No. 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) amongst other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Certificates linked to, or referencing, a benchmark which is in-scope of one or both regulations, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

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

The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 December 2023, the group issued its final statement, announcing completion of its mandate.

Such factors may have (without limitation) the following effects on certain benchmarks: (a) discouraging market participants from continuing to administer or contribute to a benchmark; (b) triggering changes in the rules or methodologies used in the benchmark; and/or (c) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Certificates linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark. On 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates had been mandated with implementing a broad-based transition to the Sterling Overnight Index Average (**SONIA**) across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk free rates recommended the new Euro short-term rate (**€STR**) as the new risk free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The Conditions provide that, where the applicable Final Terms specifies that Condition 7.6(1) is applicable, there are certain fallback arrangements in the event that an original Reference Rate and/or any page on which an original Reference Rate may be published, (or any other successor service) becomes unavailable or a

Benchmark Event otherwise occurs. Such fallback arrangements include the possibility that the Rate (or the relevant component part thereof) could be set by reference to a Successor Rate or an Alternative Reference Rate, with or without the application of an Adjustment Spread, and may include amendments to the Conditions, the Master Trust Deed and/or any other Transaction Document to ensure the proper operation of the successor or replacement benchmark, all as determined by an Independent Adviser, acting in good faith and following consultation with the Trustee and DIB, or DIB (acting in good faith and in a commercially reasonable manner), as applicable, and without the requirement for the consent or sanction of Certificateholders. An Adjustment Spread, if applied, is a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread which (a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the original Reference Rate with the Successor Rate by any Relevant Nominating Body (which may include a relevant central bank, supervisory authority or group of central banks/supervisory authorities), or (b) (if no such recommendation has been made, or in the case of an Alternative Reference Rate) the Independent Adviser (following consultation with the Trustee and DIB) determines is customarily applied to the relevant Successor Rate or the Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the original Reference Rate, or (c) (if the Independent Adviser (following consultation with the Trustee and DIB) determines that no such spread, formula or methodology is customarily applied) the Independent Adviser (following consultation with the Trustee and DIB) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate, as the case may be, or (d) (if the Independent Adviser (following consultation with the Trustee and DIB) determines that there is no such industry standard) the Independent Adviser (following consultation with the Trustee and DIB) or DIB (as applicable) determines (acting in good faith and in a commercially reasonable manner) in their sole discretion to be appropriate. Accordingly, the application of an Adjustment Spread may result in the Certificates performing differently (which may include payment of a lower Rate) than they would do if the original Reference Rate were to continue to apply in its current form. If no Adjustment Spread can be determined, a Successor Rate or Alternative Reference Rate may nonetheless be used to determine the Rate (or the relevant component part thereof). The use of a Successor Rate or Alternative Reference Rate (including with or without the application of an Adjustment Spread) may still result in any Certificates linked to or referencing an original Reference Rate performing differently (which may include payment of a lower Rate) than they would if the original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Reference Rate is determined, the ultimate fallback for the purposes of the calculation of the Rate (or the relevant component part thereof) for the relevant immediately following Return Accumulation Period may result in the use of a Rate (or the relevant component part thereof) equal to the sum of the Margin and the rate (or as the case may be) the arithmetic mean last determined in relation to the Certificates in respect of a preceding Return Accumulation Period. Due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

The Conditions provide that, where the applicable Final Terms specifies that Condition 7.6(2) is applicable, if the Trustee and DIB determines that a Benchmark Transition Event and its related Benchmark Replacement Date has occurred, the then-current Benchmark will be replaced by a Benchmark Replacement (determined by the Trustee and DIB in accordance with the Conditions) for all purposes relating to the relevant Certificates in respect of all determinations on such date and for all determinations on all subsequent dates. The Trustee and DIB will have to exercise its discretion to determine (or to elect not to determine) a Benchmark Replacement and, if applicable, a Benchmark Replacement Adjustment, in a situation in which it is presented with a conflict of interest.

Prospective investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark

replacement provisions of Certificates in making any investment decision with respect to any Certificates linked to or referencing a benchmark.

The market continues to develop in relation to risk free rates (including overnight rates) which are possible reference rates for Floating Rate Certificates

Investors should be aware that the market continues to develop in relation to risk free rates, such as the Secured Overnight Financing Rate (**SOFR**) and SONIA, as reference rates in the capital markets for sterling or U.S. dollar bonds, as applicable, and their adoption as alternatives to the relevant interbank offered rates. This relates to the development both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such risk free rates. In addition, market participants and relevant working groups are exploring alternative reference rates based on risk free rates, including term SOFR and SONIA reference rates (which seek to measure the market's forward expectation of an average SOFR and SONIA over a designated term). For example, on 2 March 2020, the Federal Reserve Bank of New York, as administrator of SOFR, began publishing the SOFR Compounded Index and on 3 August 2020, the Bank of England, as the administrator of SONIA, began publishing the SONIA Compounded Index.

The continued development of risk free reference rates for the Eurobond markets, as well as the continued development of SOFR and SONIA based rates and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Certificates.

The substance of the calculation of, and the adoption of market infrastructure for the issuing and trading of Eurobonds referencing, SOFR and SONIA continues to develop. In particular, investors should be aware that several different SOFR methodologies have been used in instruments referencing SOFR issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions, will gain widespread market acceptance.

The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Conditions and used in relation to Floating Rate Certificates that reference a risk free rate issued under this Base Prospectus.

The development of risk free rates for the Eurobond markets could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Certificates that reference a risk free rate issued under the Programme from time to time. In addition, the manner of adoption or application of risk free rates in the Eurobond markets may differ materially compared with the application and adoption of risk free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Certificates referencing such risk free rates.

The use of risk free rates as reference rates in the international debt capital markets is nascent, and may be subject to change and development in terms of the methodology used to calculate such rates, the development of rates based on risk free rates and the development and adoption of market infrastructure for the issuance and trading of sukuk referencing risk free rates. In particular, investors should be aware that several different methodologies have been used in sukuk linked to such risk free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the profit rate in respect of certain Certificates could change during the life of such Certificates.

Certificates referencing risk free rates may also have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for sukuk referencing such risk free rates, such as the spread over the index reflected in profit rate provisions, may evolve over time, and trading prices of such Certificates may be lower than those of later-issued indexed debt securities as a result. Further, if the relevant risk free rates do not prove to be widely used in securities like the Certificates, the trading price of such Certificates linked to such risk free rates may be lower than those of Certificates referencing indices that are more widely used. Investors in such Certificates may not be able to sell such

Certificates at all or may not be able to sell such Certificates at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Certain administrators of risk free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk free rates.

Prospective investors should consider these matters when making their investment decision with respect to any Certificates which reference SONIA or SOFR.

Risk free rates differ from interbank offered rates in a number of material respects and have a limited history

Risk free rates may differ from interbank offered rates in a number of material respects, including (without limitation) by, in most cases, being backwards looking, calculated on a compounded or weighted average basis and risk free overnight rates, whereas such interbank offered rates are generally expressed on the basis of a forward looking term and include a risk element based on interbank lending. As such, investors should be aware that interbank offered rates and any risk free rates may behave materially differently as interest reference rates for the Certificates.

Profit on Certificates which reference a backwards looking risk free rate is only capable of being determined immediately prior to or on the relevant Periodic Distribution Date. It may be difficult for investors in Certificates which reference such risk free rates to reliably estimate the amount of profit which will be payable on such Certificates and some investors may be unable or unwilling to trade such Certificates without changes to their IT systems, both of which could adversely impact the liquidity of such Certificates. Further, in contrast to Certificates referencing interbank offered rates, if the Certificates become due and payable as a result of a Dissolution Event under Condition 14, the Rate payable shall be determined on the date the Certificates became due and payable and shall not be reset thereafter. In addition, the manner of adoption or application of such risk free rates in the Eurobond markets may differ materially compared with the application and adoption of such risk free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such risk free rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Certificates. The use of risk free rates as a reference rate for Eurobonds is nascent, and may be subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such risk free rates.

SONIA and SOFR are, in the case of SONIA, recently reformed and in the case of SOFR, newly established risk free rates. Therefore, such risk free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Certificates may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. For example, since publication of SOFR began, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

The administrators of SOFR or SONIA may make changes that could change the value of SOFR or SONIA or discontinue SOFR or SONIA

As SOFR and SONIA are published and calculated by third parties based on data received from other sources, the Trustee and DIB have no control over their determination, calculation or publication. There can be no guarantee that SOFR and/or SONIA will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Floating Rate Certificates linked to or which reference SOFR or SONIA (or that any applicable benchmark fallback provisions provided for in the Conditions will provide a rate which is economically equivalent for Certificateholders). Each of the Federal Reserve, Bank of New

York or the Bank of England (or their respective successors), as the administrators of SOFR or SONIA, respectively, may make methodological or other changes that could change the value of SOFR or SONIA and/or a related index, including changes related to the method by which each of SOFR or SONIA is calculated, eligibility criteria applicable to the transactions used to calculate SOFR or SONIA or timing related to the publication of SOFR or SONIA and/or a related index. In addition, each such administrator may alter, discontinue or suspend calculation or dissemination of SOFR or SONIA or a related index (in which case a fallback method of determining the profit rate on the Certificates will apply). Each administrator has no obligation to consider the interests of Certificateholders when calculating, adjusting, converting, revising or discontinuing SOFR or SONIA or a related index. Any of the foregoing could have a material adverse effect on the value or liquidity of, and return on, any Certificates which reference SOFR or SONIA.

DIB may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Reference Rate in accordance with the Conditions

Where, in respect of any given Return Accumulation Period, DIB is unable to appoint an Independent Adviser or the Independent Adviser appointed by DIB has failed to determine a Successor Rate or, failing which, an Alternative Reference Rate, prior to the relevant IA Determination Cut-Off Date, DIB (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, failing which an Alternative Reference Rate and, in either case, an Adjustment Spread in accordance with the Conditions, provided that in respect of any subsequent Return Accumulation Period it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Periodic Distribution Determination Date and/or to determine a Successor Rate or Alternative Reference Rate to apply to the next succeeding and any subsequent Return Accumulation Period, as necessary.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Reference Rate is duly determined, the Rate for the next succeeding Return Accumulation Period will be equal to the Rate last determined in relation to the Certificates in respect of the immediately preceding Return Accumulation Period (through substituting, where applicable, the Margin relating to that last preceding Return Accumulation Period). This may result in Certificates linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate) than they would do if the relevant benchmark were to continue to apply. Due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates, the involvement of an Independent Adviser and the potential for further regulatory developments there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Risks relating to Certificates denominated in Renminbi

A description of risks which may be relevant to an investor in Certificates denominated in Renminbi (**Renminbi Certificates**) are set out below.

Renminbi is not completely freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Certificates

Renminbi is not completely freely convertible at present. The government of the PRC (the **PRC Government**) continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar despite significant reduction in control by it in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items. Currently, participating banks in Hong Kong and a number of other jurisdictions (the **Applicable Jurisdictions**) have been permitted to engage in the settlement of current account trade transactions in Renminbi. However, remittance of Renminbi by foreign investors into and outside of the PRC for purposes such as capital contributions, known as capital account items, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities or the relevant banks on a case-by-case basis and subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although, starting from 1 October 2016, the Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund (the **IMF**) and policies further improving accessibility to

Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China (**PBOC**) in 2018, there is no assurance that the PRC Government will liberalise its control over cross-border remittance of Renminbi in the future or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside of the PRC. In the event that funds cannot be repatriated outside of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Trustee to source Renminbi to finance its obligations under Certificates denominated in Renminbi.

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

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

While PBOC has established Renminbi clearing and settlement mechanics for participating banks in the Applicable Jurisdictions through settlement agreements (the **Settlement Agreements**) on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (each a **RMB Clearing Bank**) and these RMB Clearing Banks have been permitted to engage in the settlement of Renminbi trade transactions, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The relevant RMB Clearing Bank only has access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from outside the PRC to square such open positions.

The offshore Renminbi market is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreements will not be terminated or amended so as to have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Certificates. To the extent the Trustee is required to source Renminbi in the offshore market to service its Renminbi Certificates, there is no assurance that the Trustee will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described in the Conditions applicable to the Renminbi Certificates, the Trustee can make payments in U.S. dollars.

Investment in the Renminbi Certificates is subject to exchange rate risks

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. The Trustee will make all payments of profit and dissolution amounts with respect to the Renminbi Certificates in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of the investment made by a holder of the Renminbi Certificates in U.S. dollar or other applicable foreign currency will decline.

In the event that access to Renminbi becomes restricted to the extent that, by reason of RMB Inconvertibility, RMB Non-transferability or RMB Illiquidity (as defined in the Conditions), the Trustee is unable, or it is impractical for it, to pay profit or any dissolution amount in Renminbi, the Conditions allow the Trustee to make payment in U.S. dollars at the prevailing spot rate of exchange, all as provided in more detail in the Conditions. As a result, the value of these Renminbi payments may vary with the prevailing exchange rates in the marketplace. If the value of the Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of a Certificateholder's investment in U.S. dollar or other foreign currency terms will decline.

Payments with respect to the Renminbi Certificates may be made only in the manner designated in the Renminbi Certificates

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

All payments to investors in respect of the Renminbi Certificates will be made solely (i) for so long as the Renminbi Certificates are represented by global certificates held with the common depositary for Clearstream Banking S.A. (**Clearstream, Luxembourg**) and Euroclear Bank SA/NV (**Euroclear**) or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or (ii) for so long as the Renminbi Certificates are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. Other than described in the Conditions, the Trustee cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

There may be PRC tax consequences with respect to investment in the Renminbi Certificates

In considering whether to invest in the Renminbi Certificates, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Certificateholder's investment in the Renminbi Certificates may be materially and adversely affected if the Certificateholder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Certificates.

Risk factors relating to enforcement

Investors may experience difficulties in enforcing arbitral awards and foreign judgments in Dubai

The payments under the Certificates are dependent upon DIB making payments to the Trustee in the manner contemplated under the Transaction Documents. If DIB fails to do so, it may be necessary to bring an action against DIB to enforce its obligations under the Transaction Documents to which it is a party, which may be costly and time consuming.

Furthermore, to the extent that the enforcement of remedies must be pursued in the UAE, it should be borne in mind that there is limited scope for self-help remedies under UAE law and that generally enforcement of remedies in the UAE must be pursued through the courts.

DIB has agreed to refer any unresolved dispute in relation to the Transaction Documents to arbitration under the Arbitration Rules of the London Court of International Arbitration (the **LCIA**) (the **Rules**) with an arbitral tribunal with its seat in London. In addition, subject to the exercise of an option to litigate given to certain parties, the courts of England or the DIFC courts, at the option of the Trustee or the Delegate, are stated to have exclusive jurisdiction to settle any disputes in respect of the Transaction Documents (other than the Master Purchase Agreement, each Supplemental Purchase Contract and each Sale Agreement). Notwithstanding that an arbitral award may be obtained from an arbitral tribunal in London or that a judgment may be obtained in an English court, there is no assurance that DIB has, or would at the relevant time have, assets in the UK against which such arbitral award or judgment could be enforced, and it is therefore likely that proceedings would need to be commenced for the enforcement of any such award or judgment in Dubai (where the substantial majority of DIB's assets are located).

The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the **New York Convention**) entered into force in the UAE on 19 November 2006. Accordingly, an arbitral award obtained in a London-seated arbitration should, in principle, be enforceable in Dubai in accordance with the terms of the New York Convention. In this regard, it should be noted that recognition and enforcement of an arbitral award may be refused by the Dubai courts on the grounds set out in Article V of the New York Convention.

However, there is no consistent track record to demonstrate how the provisions of the New York Convention will be applied by the Dubai courts in practice and, accordingly, whether the Dubai courts will enforce a foreign arbitral award in accordance with the New York Convention (or any other applicable multilateral or bilateral enforcement treaties). This is reinforced by the lack of a system of binding judicial precedent in the UAE and the independent existence of different Emirates within the UAE, some with their own court systems, whose rulings may have no more than persuasive force cross border. Although there are examples of foreign arbitral awards being enforced in the UAE under the New York Convention, there are other cases where the enforcement of foreign arbitral awards have been refused.

Federal Decree Law No. 42 of 2022 regarding the Law of Civil Procedure (the **Civil Procedure Law**) also governs the enforcement of foreign arbitral awards in the UAE. Article 223 of the Civil Procedure Law provides that arbitral awards issued in a foreign state may be enforced in the UAE subject to the conditions provided under Article 222 of the Civil Procedure Law. Article 225 of the Civil Procedure Law provides that the rules on enforcement of foreign arbitral awards shall not prejudice the provisions of treaties for the enforcement of foreign judgments, orders and instruments with foreign states, which, by virtue of the operation of Article 223 of the Civil Procedure Law, should also apply in respect of foreign arbitral awards, and accordingly include the New York Convention. However, there is no established track record to demonstrate how the Dubai courts will apply the Civil Procedure Law alongside the provisions of such treaties in practice.

In addition, Federal Law No. 6 of 2018 (as amended) (the **UAE Arbitration Law**) provides certain conditions to the enforcement of domestic arbitral awards in the UAE. There is no established track record to demonstrate how the Dubai courts will apply the UAE Arbitration Law in practice and there is a risk that, notwithstanding the Civil Procedure Law or the terms of applicable enforcement treaties, the Dubai courts may also apply such conditions to the enforcement of foreign arbitral awards in the UAE.

Accordingly, there is a risk that an arbitral award obtained in a London-seated arbitration would not be enforced by the Dubai courts.

Where an English judgment has been obtained, there is no assurance that DIB has or would at the relevant time have assets in the UK against which such a judgment could be enforced. DIB is incorporated in and has its operations and the majority of its assets located in the UAE. A judgment or order of a foreign court may be enforced in the UAE, subject to the conditions provided under Article 222 of the Civil Procedure Law. However, there is no established track record to demonstrate how the Dubai courts will apply the Civil Procedure Law in practice.

Under current UAE law and court practice, there is a risk that the courts in the UAE may not enforce an English court judgment without re-examining the merits of the claim and may not observe the parties' choice of English law as the governing law of the relevant Transaction Documents or the Certificates. In the UAE, foreign law is required to be established as a question of fact and the interpretation of English law by a court in the UAE may not accord with the interpretation of an English court. In principle, courts in the UAE recognise the choice of foreign law if they are satisfied that an appropriate connection exists between the relevant transaction agreement and the foreign law which has been chosen. In addition, even if English law is accepted as the governing law of a contract, this will only be applied to the extent that it is compatible with the laws of Dubai and the UAE, and public policy, order or morals in the UAE. This may mean that the UAE courts may seek to interpret English law governed Transaction Documents as if they were governed by UAE law and there can therefore be no certainty that in those circumstances the UAE courts would give effect to such Transaction Documents in the same manner as the parties may intend.

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

In the case of any dispute under the Conditions and/or the relevant Transaction Documents, which at the option of the Trustee or the Delegate has been referred to the DIFC courts pursuant to Article 32(A) of Dubai Law No. 2 of 2025 Concerning the Dubai International Financial Centre Courts (the **DIFC Courts Law**), any final and unappealable judgment, order or award made by the DIFC courts in favour of the Delegate (on behalf of the Certificateholders) can, upon application to the enforcement judge of the Dubai courts, be enforced against

DIB and/or its assets situated in Dubai by the enforcement judge of the Dubai courts. Pursuant to Article 32(B) of the DIFC Courts Law, the enforcement judge of the Dubai courts should not reconsider the merits of the case provided that the conditions specified in Article 32(A) of the DIFC Courts Law are satisfied and the procedure for enforcement under the DIFC Courts Law is adhered to.

None of the Trustee, DIB or the Delegate are connected to the DIFC. However, pursuant to Article 14(B) of the DIFC Courts Law, the DIFC courts, have *inter alia* jurisdiction over all civil and commercial disputes where the parties to the relevant dispute have expressly agreed to submit to the jurisdiction of the DIFC courts, even where such parties are unconnected to the DIFC.

Prospective investors should note however that, as at the date of this Base Prospectus, the DIFC Courts Law is a relatively new law and remains largely untested and there is therefore some uncertainty as to how the DIFC courts would exercise their jurisdiction under this law should any party dispute the right of the DIFC courts to hear a particular dispute where any party is unconnected to the DIFC. There is also uncertainty as to whether, and in what circumstances, the enforcement judge of the Dubai courts would enforce a judgment of the DIFC courts without reconsidering the merits of the particular case.

Moreover, claims may become time-barred or become subject to a counterclaim. This creates further uncertainty with respect to enforcement.

Finally, prospective investors should note that there have been conflicting decisions of the onshore UAE courts with respect to the validity of asymmetrical dispute resolution clauses which provide one party with the option to choose the applicable dispute resolution forum. The relevant decisions have not involved asymmetrical dispute resolution clauses providing a mutual agreement to arbitrate with a unilateral option to litigate in the form contained in the Conditions and the relevant Transaction Documents. However, the decisions give rise to a risk that the UAE courts may find other types of asymmetrical dispute resolution clauses to be invalid, and that the Dubai courts may find that the unilateral option to litigate in the Conditions and the relevant Transaction Documents is invalid, that its inclusion invalidates the arbitration agreement in the dispute resolution provisions thereof, or otherwise does not deprive the Dubai courts of jurisdiction in respect of any dispute thereunder. In such circumstances, the Dubai courts may accept jurisdiction in contravention of the dispute resolution provisions of the Conditions and the relevant Transaction Documents, or potentially refuse to enforce an arbitral award or court judgment obtained pursuant to the dispute resolution provisions thereof.

Compliance with UAE bankruptcy law may affect DIB's ability to perform its obligations under the Transaction Documents to which it is a party

In the event of DIB's insolvency, UAE bankruptcy law may adversely affect DIB's ability to perform its obligations under the Transaction Documents to which it is a party and, in turn, affect the Trustee's ability to perform its obligations in respect of the Certificates. There is little precedent to predict how claims by or on behalf of the Certificateholders and/or the Delegate would be resolved, and therefore there can be no assurance that Certificateholders will receive payment of their claims in full or at all in these circumstances.

Considerations relating to the non-recognition of trusts under the laws of the UAE

Notwithstanding the introduction of Federal Decree Law No. 31 of 2023 on trusts, UAE law does not recognise the concept of trust as commonly understood in common law jurisdictions and may construe a trust as an agency relationship. Accordingly, if a Dubai court were to consider the merits of a claim in respect of the Declaration of Trust and apply UAE law principles in doing so, there is no certainty that all of the terms of the Declaration of Trust (which is governed by English law) would be enforced by the Dubai courts and the trust arrangements set out therein may be re-characterised as an agency arrangement by the Dubai courts.

A court may not grant an order for specific performance

In the event that DIB fails to perform its obligations under any Transaction Document to which it is a party, the potential remedies available to the Trustee and the Delegate include (i) obtaining an order for specific performance of DIB's obligations, or (ii) a claim for damages.

There is no assurance that a court will provide an order for specific performance, as this is generally a matter for the discretion of the relevant court. The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors, including an obligation on the Trustee and the Delegate to mitigate any loss arising as a result of such breach. No assurance is provided on the level of damages which a court may award in the event of a failure by DIB to perform its obligations set out in the Transaction Documents to which it is a party.

DIB's waiver of immunity may not be effective under UAE law

DIB has waived its rights in relation to sovereign immunity under the Transaction Documents to which it is a party however, there can be no assurance as to whether such waivers of immunity from execution or attachment or other legal process by it under the Transaction Documents to which it is a party are valid and binding under the laws of Dubai and, to the extent applicable in Dubai, the federal laws of the UAE.

Change of law

The structure of each issue of Certificates under the Programme is based on English law, the laws of Dubai and, to the extent applicable in Dubai, the federal laws of the UAE and administrative practices in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to, or interpretation of, English, Dubai or UAE law or administrative practices in such jurisdiction after the date of this Base Prospectus, nor can any assurance be given as to whether any such change could adversely affect the ability of the Trustee to make payments under the Certificates or of DIB, to comply with its obligations under the Transaction Documents to which it is a party.

Additional risk factors

Reliance on Euroclear and Clearstream, Luxembourg procedures

The Certificates of each Series will be represented on issue by a Global Certificate that will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in each Global Certificate, investors will not be entitled to receive Certificates in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the ownership interests in Global Certificates. While the Certificates of any Series are represented by a Global Certificate, investors will be able to trade their ownership interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

While the Certificates of any Series are represented by a Global Certificate, the Trustee will discharge its payment obligations under the Certificates by making payments through the relevant clearing systems. A holder of an ownership interest in a Global Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the relevant Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, ownership interests in any Global Certificate.

Holders of ownership interests in a Global Certificate will not have a direct right to vote in respect of the relevant Certificates. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Certificates. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the

case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Certificates changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Certificates may have a different regulatory treatment, which may impact the value of the Certificates and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings will be disclosed in the applicable Final Terms.

Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade

In relation to any issue of Certificates which have a denomination consisting of the minimum Specified Denomination (as defined in the Conditions) plus a higher integral multiple of another smaller amount, it is possible that the Certificates may be traded in amounts in excess of such minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a Certificateholder who, as a result of trading such amounts, holds a face amount of less than the minimum Specified Denomination would need to purchase an additional amount of Certificates such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Certificates. Certificateholders should be aware that Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

If a Certificateholder holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time such Certificateholder may not receive a definitive Certificate in respect of such holding (should definitive Certificates be printed) and would need to purchase a face amount of Certificates such that its holding amounts to at least a Specified Denomination in order to be eligible to receive a definitive Certificate.

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

The use of proceeds of the Certificates of any Series identified as Sustainable Financing Instruments or SL Certificates in the applicable Final Terms may not meet investor expectations or requirements or be suitable for an investor's investment criteria

DIB intends to use an amount at least equal to the net proceeds from the issue of the Certificates of each Series identified as Sustainable Financing Instruments in the applicable Final Terms (the **SF equivalent amount**) in achieving objectives set out in DIB's SF Framework. Investors should note that Sustainable Financing Instruments comprise Certificates that will be identified in the applicable Final Terms as "green", "social" or "sustainable". DIB also intends to allocate an amount equivalent to the net proceeds from the issue of the Certificates of each Series identified as SL Certificates in the applicable Final Terms (the **SL Certificate**

equivalent amount) in achieving objectives set out in DIB's SLF Framework. See "*Use of Proceeds*" and "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*". Each prospective investor in these Certificates should determine for itself the relevance of this information together with any other investigation it deems necessary for the purpose of assessing the suitability of an investment in these Certificates in light of its investment criteria, guidelines, requirements or expectations.

For each relevant issue, DIB will exercise its judgement and sole discretion in determining the Eligible Sustainable Projects that will be financed by the SF equivalent amount or, as the case may be, the SLF Facilities that will be financed or refinanced by the SL Certificate equivalent amount. If the use of the proceeds of Certificates which constitute Sustainable Financing Instruments or SL Certificates is a factor in any prospective investor's decision to invest in those Certificates, that investor should carefully consider the disclosure in "*Use of Proceeds*" and "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*" and consult with its legal or other advisers before making an investment in the relevant Certificates. In particular, no assurance is given by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person that either (i) the use of the SF equivalent amount for any Eligible Sustainable Projects or (ii) the use of the SL Certificate equivalent amount for any SLF Facilities will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. In addition, the SF Framework and the SLF Framework are subject to change at any time without notice.

Furthermore, notwithstanding DIB's intention stated above, prospective investors should be aware that DIB has no contractual obligation to use either the SF equivalent amount or the SL Certificate equivalent amount as stated in, or to provide the reports described in, "*Use of Proceeds*" and "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*". Any failure by DIB to use either such amount as stated or to provide the reports will not constitute a Dissolution Event under Condition 14 with respect to the Certificates which constitute Sustainable Financing Instruments or SL Certificates but may affect the value and/or the trading price of those Certificates and/or have adverse consequences for certain investors with portfolio mandates to invest in those Certificates.

Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "sustainable" or "sustainability-linked" or an equivalently labelled (for example, "green" or "social") project or asset or as to what precise attributes are required for a particular project to be defined as "sustainable" or a particular asset to be defined as "sustainability-linked" or such other equivalent label and no assurance can be given that such a clear definition or consensus will develop over time or that any prevailing market consensus will not change significantly. As such, no assurance is or can be given by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person that Certificates which constitute Sustainable Financing Instruments or SL Certificates will comply with any present or future standards or requirements regarding any "sustainable" or "sustainability-linked" or an equivalently labelled performance objectives, including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the **EU Taxonomy** including the supplemental delegated regulations related thereto) and, accordingly, the status of any such Certificates as being "sustainable" (or equivalent) could be withdrawn at any time.

In addition, any Certificates which constitute Sustainable Financing Instruments issued under this Programme will not be compliant with Regulation (EU) 2023/2631 (the **EU Green Bond Regulation**) and are only intended to comply with the criteria and processes set out in the SF Framework. It is not clear if the establishment under the EU Green Bond Regulation of the "European Green Bond" or "EuGB" label and the optional disclosures regime for securities issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds securities that do not comply with the requirements of the "EuGB" label or the optional disclosures regime, such as the Certificates which constitute Sustainable Financing Instruments. It could result in lower demand or reduced liquidity or could otherwise affect the market price of any Certificates which constitute Sustainable Financing Instruments that do not comply with those standards proposed under the EU Green Bond Regulation.

Accordingly, no assurance is or can be given (whether by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person) to investors that:

- in relation to Certificates which constitute Sustainable Financing Instruments: (a) any projects or uses the subject of, or related to, any Eligible Sustainable Projects will meet any or all investor expectations regarding such "sustainable" or other equivalently labelled performance objectives; (b) any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Sustainable Projects; or (c) the SF Framework will be aligned with any sustainability framework or guidelines; and

- in relation to SL Certificates: (a) any financings the subject of, or related to, any SLF Facilities will meet any or all investor expectations regarding their "sustainability-linked" or other equivalently labelled performance characteristics; or (b) the SLF Framework will be aligned with any sustainability framework or guidelines.

No assurance or representation is given (including, for the avoidance of doubt, by the Arranger, any of the Dealers or the Delegate) as to the suitability or reliability for any purpose whatsoever of (i) any opinion or certification of any third party (whether or not solicited by DIB) which may be made available in connection with the issue of the Certificates which constitute Sustainable Financing Instruments and in particular with any of the businesses and projects funded with the SF equivalent amount to fulfil any environmental, sustainability, social and/or other criteria or (ii) any opinion or certification of any third party (whether or not solicited by DIB) which may be made available in connection with the issue of the SL Certificates and in particular with any SLF Facilities financed or refinanced with the SL Certificate equivalent amount to satisfy any sustainability-linked and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus and none of the Arranger, any of the Dealers, the Delegate or their respective directors, affiliates, advisers or agents makes any representation as to the suitability or contents thereof.

Any such opinion or certification is not, nor should it be deemed to be, a recommendation by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person to buy, sell or hold Certificates which constitute Sustainable Financing Instruments or SL Certificates. Any such opinion or certification is only current as at the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in Certificates which constitute Sustainable Financing Instruments or SL Certificates. The providers of such opinions and certifications are not currently subject to any specific regulatory or other regime or oversight.

If Certificates which constitute Sustainable Financing Instruments or SL Certificates are at any time listed or admitted to trading on any dedicated "green", "environmental", "social", "sustainable", "sustainability-linked" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated) or included in any dedicated "green", "environmental", "social", "sustainable", "sustainability-linked" or other equivalently labelled index, no representation or assurance is given by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person that such listing, admission or inclusion satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, green, social or sustainability impact of any projects or uses, the subject of or related to, any of the projects and/or assets funded with the proceeds from any Certificates which constitute Sustainable Financing Instruments or SL Certificates. Furthermore, it should be noted that the criteria for any such listings, admission to trading or index inclusion may vary from one stock exchange, securities market or index provider to another. Nor is any representation or assurance given or made by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person that any such listing, admission to trading or inclusion will be obtained in respect of any Certificates which constitute Sustainable Financing Instruments or SL Certificates or, if obtained, that any such listing or admission to trading will be maintained during the life of the Certificates concerned. If, in relation to any issue of Certificates which constitute Sustainable Financing Instruments or SL Certificates, an

expected listing, admission to trading or index inclusion is not obtained or is obtained but not maintained this may affect the value of those Certificates and/or may have adverse consequences for investors with portfolio mandates to invest in securities to be used for a particular purpose.

While it is DIB's intention to apply each SF equivalent amount and SL Certificate equivalent amount and obtain and publish the relevant reports and opinions in, or substantially in, the manner described in "*Use of Proceeds*" and "*Description of the Group – Sustainable Finance and Sustainability-Linked Finance Facilities financing Frameworks*", there can be no assurance (whether by the Trustee, DIB, the Arranger, the Dealers, the Delegate, the Agents or any other person) that DIB will be able to do this. Nor can there be any assurance (i) in the case of Certificates which constitute Sustainable Financing Instruments, that any Eligible Sustainable Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by DIB or (ii) in the case of Certificates which constitute Sustainable Financing Instruments and SL Certificates, that any event with an adverse environmental, social or other connotation will not occur during the life of such Certificates. Any of the foregoing may affect the value of the Certificates which constitute Sustainable Financing Instruments or SL Certificates and/or have adverse consequences for investors with portfolio mandates to invest in securities to be used for a particular purpose.

Any such event as described in the last sentence of the preceding paragraph or failure by DIB to (i) apply the SF equivalent amount to any Eligible Sustainable Projects, (ii) allocate the SL Certificate equivalent amount to SLF Facilities or (iii) to obtain and publish any such reports and opinions, will not give rise to any claim in contract of a holder of Certificates which constitutes Sustainable Financing Instruments or SL Certificates against the Trustee, DIB, the Arranger, any Dealer, the Delegate, the Agents or any other person. The withdrawal of any such report or opinion, or any report, assessment, opinion or certification attesting that DIB is not complying in whole or in part with any matters for which that report, assessment, opinion or certification is reporting, assessing, opining or certifying, and/or any Certificates which constitute Sustainable Financing Instruments or SL Certificates no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of the Certificates concerned and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

The net proceeds of the issue of any Certificates which constitute Sustainable Financing Instruments or SL Certificates which, from time to time, are not allocated as funding for Eligible Sustainable Projects or SLF Facilities, as the case may be, are intended by DIB to be invested according to its standard liquidity policy into cash or cash equivalents with detail recorded in DIB's register of Sustainable Financing Instruments or its Sustainability-Linked Finance register, as the case may be. There can be no assurance that the Certificates which constitute Sustainable Financing Instruments or SL Certificates or any proceeds therefrom will not be used to absorb any and all losses of DIB, regardless of whether or not such losses stem from green, sustainable or other assets, in the same way as DIB's other Certificates not classified as Sustainable Financing Instruments or SL Certificates may be called upon to cover all losses on the balance sheet.

Consents to variation of Transaction Documents and other matters

The Conditions of the Certificates contain provisions for calling meetings of Certificateholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or by way of electronic consents. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Certificateholders who voted in a manner contrary to the majority.

The Master Trust Deed contains provisions permitting the Delegate from time to time and at any time without any consent or sanction of the Certificateholders to make any modification to the Master Trust Deed if, in the opinion of the Delegate, such modification (a) is of a formal, minor or technical nature, or (b) is made to correct a manifest error, or (c) is not materially prejudicial to the interests of the relevant Certificateholders and is other than in respect of a Reserved Matter (as defined in the Master Trust Deed). Unless the Delegate otherwise agrees, any such modification shall as soon as practicable thereafter be notified to the relevant Certificateholders and shall in any event be binding upon the relevant Certificateholders.

Exchange rate risks and exchange controls

The Trustee will make all payments on the Certificates. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls which could adversely affect an applicable exchange rate. The Trustee does not have any control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for applicable currencies. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Certificates, (2) the Investor's Currency equivalent value of the principal payable on the Certificates and (3) the Investor's Currency equivalent market value of the Certificates.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate as well as the availability of a specified foreign currency at the time of any payment of any Periodic Distribution Amount or Dissolution Amount on a Certificate. As a result, investors may receive less amounts under the Certificates than expected, or no such amounts. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Certificate may not be available at such Certificate's maturity.

Risk factors relating to taxation

Taxation risks on payments

Payments made by DIB to the Trustee under the Transaction Documents and payments by the Trustee in respect of the Certificates could become subject to taxation. The Service Agency Agreement requires the Service Agent, each of the Purchase Undertaking and the Sale Undertaking requires DIB, and the Master Trust Deed requires DIB to pay additional amounts in the event that any withholding or deduction is required by applicable law to be made in respect of payments made by it to the Trustee which are intended to fund Periodic Distribution Amounts and Dissolution Amounts. Condition 11 provides that the Trustee is required to pay additional amounts in respect of any such withholding or deduction imposed by Cayman Islands law in certain circumstances. In the event that the Trustee fails to pay any such additional amounts in respect of any such withholding or deduction on payments due in respect of the Certificates to Certificateholders, DIB has unconditionally and irrevocably undertaken (irrespective of the payment of any fee), as a continuing obligation, to pay to the Trustee (for the benefit of the Certificateholders) an amount equal to the liabilities of the Trustee in respect of any and all additional amounts required to be paid in respect of the Certificates pursuant to Condition 11 in respect of any withholding or deduction in respect of any tax as set out in that Condition.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published shall be incorporated in, and form part of, this Base Prospectus:

(a) the auditors' review report and unaudited condensed consolidated interim financial information of DIB as at and for the three-month period ended 31 March 2026 (available at: https://www.dib.ae/docs/default-source/financial-reports/dib-fs-q1-2026-en.pdf?sfvrsn=3148e48a_2);

(b) the auditors' report and audited consolidated financial statements of DIB as at and for the financial year ended 31 December 2025 (available at: available at: https://www.dib.ae/docs/default-source/financial-reports/dib-fs-ye-2025-en.pdf?sfvrsn=a683b014_2);

(c) the auditors' report and audited consolidated financial statements of DIB as at and for the financial year ended 31 December 2024 (available at: https://www.dib.ae/docs/default-source/financial-reports/dib-fs-dec-2024-en.pdf?sfvrsn=546dcf94_3);

(d) the Terms and Conditions of the Certificates contained on pages 50 to 82 (inclusive) in the base prospectus dated 14 June 2021 prepared by the Trustee and DIB in connection with the Programme (available at: https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202106/63f42d25-ba58-48d2-8f1d-a0a28bc08fd2.PDF);

(e) the Terms and Conditions of the Certificates contained on pages 49 to 81 (inclusive) in the base prospectus dated 16 November 2022 prepared by the Trustee and DIB in connection with the Programme (available at: https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202211/a86714d7-2e1b-4d7b-a52a-dc7e9ede6ae7.PDF);

(f) the Terms and Conditions of the Certificates contained on pages 54 to 94 (inclusive) in the base prospectus dated 31 January 2024 prepared by the Trustee and DIB in connection with the Programme (available at: https://feeds.nasdaqdubai.com/resources/2024/Mar/01/8560c278-af60-4e88-97d7-e6d782b5a267/Project%20ESG%20%E2%80%93%20Base%20Prospectus.pdf); and

(g) the Terms and Conditions of the Certificates contained on pages 54 to 94 (inclusive) in the base prospectus dated 25 February 2026 prepared by the Trustee and DIB in connection with the Programme (available at: https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202502/c204ba18-5c97-4036-83ee-606dc90e5101.pdf).

Following the publication of this Base Prospectus, a supplement may be prepared by the Issuer and approved by the Irish Central Bank in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

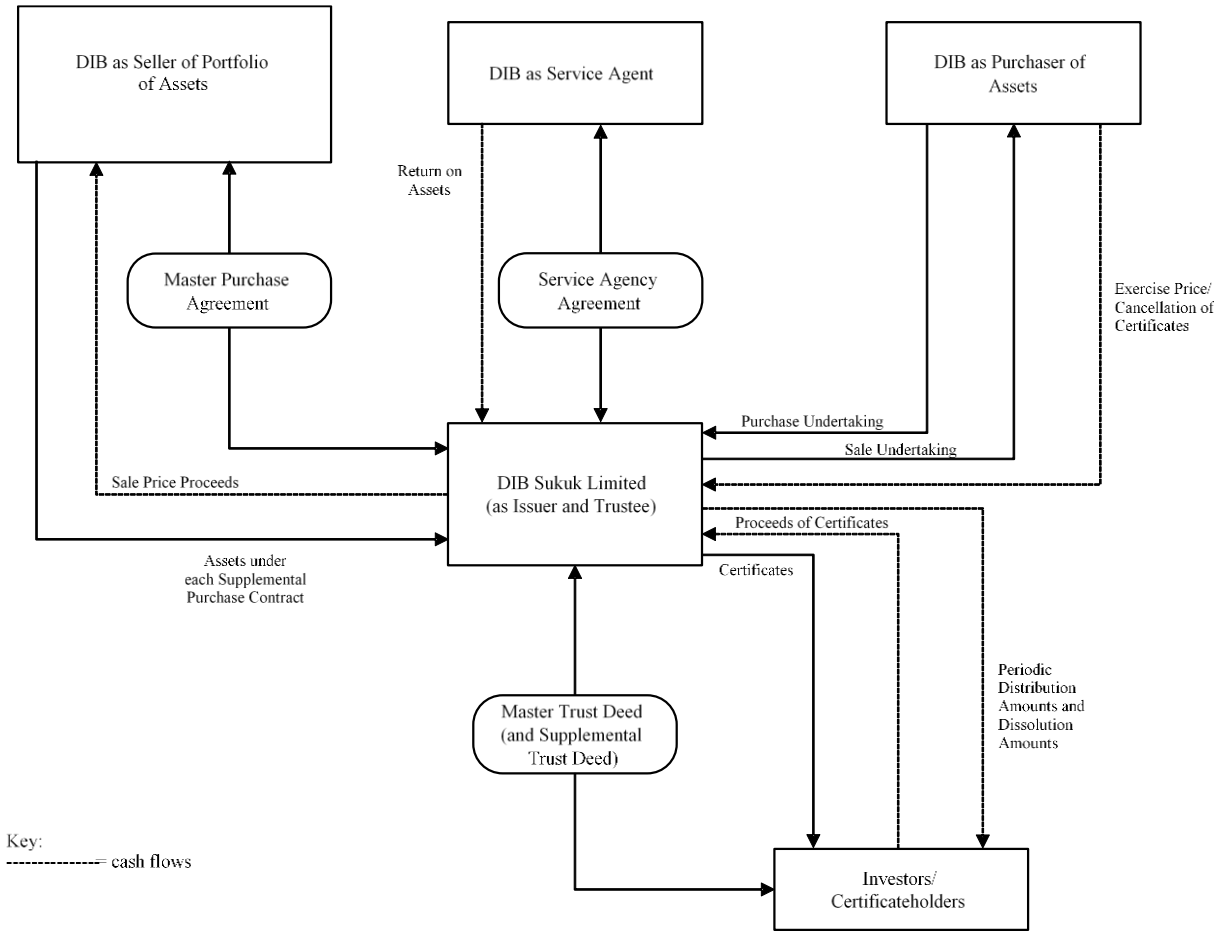
Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

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

STRUCTURE DIAGRAM AND CASHFLOWS

Set out below is a simplified structure diagram and description of the principal cash flows underlying each Series issued. Prospective investors are referred to the terms and conditions of the Certificates and the detailed descriptions of the relevant Transaction Documents and the Terms and Conditions of the Certificates set out elsewhere in this Base Prospectus for a fuller description of certain cashflows and for an explanation of the meaning of certain capitalised terms used below.

Structure Diagram



Principal cash flows

Payments by the Certificateholders and the Trustee

On the Issue Date of the first Tranche of any Series, the Trustee (in its capacity as purchaser, the **Purchaser**) will use the proceeds for the relevant Series to purchase from DIB (in its capacity as seller, the **Seller**) a portfolio (the **Initial Portfolio**) of (i) real estate assets located in Dubai (excluding the DIFC) (**Real Estate Ijara Assets**) (including the related real estate *ijara* contracts and all rights thereunder; provided, however, that such real estate asset is in existence on the date on which it enters the relevant Initial Portfolio), (ii) non-real estate Ijara assets located in Dubai (excluding the DIFC) (each such asset, a **Non-Real Estate Ijara Asset** and, together with the Real Estate Ijara Assets, each an **Ijara Asset**) (including the related non-real estate *ijara* contracts and all rights thereunder; provided, however, that such non-real estate asset is in existence on the date on which it enters the relevant Initial Portfolio); and (iii) any asset, other than an Ijara Asset, which is an income generating asset (including, without limitation, any *sukuk* or trust certificates) (A) that has associated with it underlying tangible assets and all of such underlying assets are comprised of tangible assets and (B) which is originated, held or owned by DIB in accordance with the Sharia principles laid down by DIB's Internal Sharia Supervision Committee (including any agreements or documents relating to such asset) (each such asset, an **Other Tangible Asset** and, together with the Ijara Assets, each a **Tangible Asset** or an **Asset**).

In the case of any subsequent Tranche of Certificates of a Series, the relevant Certificateholders will pay the issue price (as set out in the applicable Final Terms) in respect of the issuance of additional Certificates to the Trustee, and the Trustee will use such proceeds to purchase from DIB the relevant Additional Portfolio pursuant to the terms of the Master Purchase Agreement.

The Assets which comprise the portfolio from time to time are together referred to in this Base Prospectus as the **Portfolio**. The Trustee will appoint DIB (in its capacity as service agent, the **Service Agent**) to service each Portfolio under the terms of the Service Agency Agreement.

Periodic Distribution Payments

Prior to each Periodic Distribution Date, the Service Agent will pay to the Trustee (by way of a payment into the relevant Transaction Account) an amount reflecting returns generated (other than returns in the nature of sale, capital or principal payments) by the relevant Portfolio (**Portfolio Income Revenues**) during the relevant Distribution Period, which is intended to be sufficient to fund the Periodic Distribution Amounts payable by the Trustee under the relevant Series and shall be applied by the Trustee for that purpose.

In the event that the Portfolio Income Revenues to be paid by the Service Agent into the relevant Transaction Account on any Distribution Determination Date are greater than the Required Amount (as defined below) (having first paid (i) any Liquidity Facility and/or (ii) any Service Agency Liability Amounts for the relevant Distribution Period) for the relevant Series on the immediately following Periodic Distribution Date, the amount of any excess shall be retained by the Service Agent as a reserve and credited to a separate ledger account (in respect of each Series, the **Income Reserve Collection Account**) maintained by the Service Agent.

If there is a shortfall on any Distribution Determination Date (after transfer of the Portfolio Income Revenues into the relevant Transaction Account as described above) between (i) the amounts standing to the credit of the relevant Transaction Account and (ii) an amount (the **Required Amount**) equal to the aggregate of the Periodic Distribution Amounts and any other amounts payable by the Trustee in respect of the relevant Certificates on the immediately following Periodic Distribution Date (a **Shortfall**), the Service Agent shall first apply the amounts standing to the credit of the relevant Income Reserve Collection Account (if any) towards such Shortfall by transferring into the relevant Transaction Account from such Income Reserve Collection Account on that Distribution Determination Date an amount equal to the Shortfall (or such lesser amount as is then standing to the credit of such Income Reserve Collection Account). If, having applied such amounts standing to the credit of the relevant Reserve Collection Account (if any) and after payment to the relevant Transaction Account of all other amounts payable pursuant to any other Transaction Document, any part of the Shortfall still remains, the Service Agent may either:

(a) provide Sharia compliant funding to the Trustee itself; or

(b) procure Sharia compliant funding from a third party to be paid to the Trustee,

in each case in the amount required to ensure that there is no Shortfall and on terms that such funding is payable from Portfolio Income Revenues in the future or Portfolio Revenues on the date on which the Certificates of the relevant Series are redeemed in full (each a **Liquidity Facility**).

Dissolution Payments

On each Scheduled Dissolution Date, the Trustee will have the right under the Purchase Undertaking to require DIB to purchase all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the relevant Portfolio. The exercise price payable by DIB is intended to fund the Final Dissolution Amount payable by the Trustee under the relevant Certificates.

The Trust in relation to any Series may be dissolved prior to the relevant Scheduled Dissolution Date for the following reasons: (i) redemption following a Dissolution Event, (ii) an early redemption for tax reasons, (iii) if so specified in the applicable Final Terms, at the option of the Trustee (following the receipt of an exercise notice from DIB in accordance with the terms of the Sale Undertaking) on an Optional Dissolution Date and (iv) if so specified in the applicable Final Terms, at the option of the Certificateholders on any Certificateholder Put Right Date.

In the case of sub-paragraphs (i) to (iii) above inclusive, the amounts payable by the Trustee on the due date for dissolution will be funded in a similar manner as for the payment of the Final Dissolution Amount. Upon the exercise by Certificateholders of the option described in sub-paragraph (iv), the Trustee will redeem the relevant Certificates on the Certificateholder Put Right Date at the Optional Dissolution Amount (Certificateholder Put). Any such redemption shall be funded through the exercise by the Trustee of its right under the Purchase Undertaking to require DIB to purchase all of the Trustee's rights, title, interests, benefits and entitlements in, to and under a portion of the relevant Portfolio at the relevant exercise price.

FORM OF THE CERTIFICATES

The Certificates of each Series will be in registered form. Certificates will be issued outside the United States to persons who are not U.S. persons in reliance on Regulation S.

Each Tranche of Certificates will initially be represented by a global certificate in registered form (a **Global Certificate**). Global Certificates will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg and will be registered in the name of a nominee for the common depositary. Persons holding ownership interests in Global Certificates will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Certificates in fully registered form.

Payments of any amount in respect of each Global Certificate will, in the absence of any provision to the contrary, be made to the person shown on the relevant Register (as defined in Condition 1.2) as the registered holder of the relevant Global Certificate. None of the Trustee, the Delegate, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

Payment of any amounts in respect of Certificates in definitive form will, in the absence of any provision to the contrary, be made to the persons shown on the relevant Register on the relevant Record Date (as defined in Condition 8.1) immediately preceding the due date for payment in the manner provided in the Conditions.

Interests in a Global Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Certificates only upon the occurrence of an Exchange Event. The Trustee will promptly give notice to Certificateholders in accordance with Condition 17 if an Exchange Event occurs. For these purposes, **Exchange Event** means that (i) a Dissolution Event (as defined in Condition 14) has occurred and is continuing, or (ii) the Trustee has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available. In the event of the occurrence of an Exchange Event, any of the Trustee or Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Global Certificate) may give notice to the Registrar requesting exchange.

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Trustee will, at its own cost (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar within 15 days following the request for exchange for completion and dispatch to the relevant Certificateholders. A person having an interest in a Global Certificate must provide the Registrar with a written order containing instructions and such other information as the Trustee and the Registrar may require to complete, execute and deliver such Definitive Certificates.

General

For so long as any of the Certificates is represented by a Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular face amount of such Certificates in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes (save in the case of manifest error) shall be treated by the Trustee, the Delegate and their respective agents as the holder of such face amount of such Certificates for all purposes other than with respect to any payment on such face amount of such Certificates, for which purpose the registered holder of the relevant Global Certificate shall be treated by the Trustee, the Delegate and their respective agents as the holder of such face amount of such Certificates in accordance with and subject to the terms of the relevant Global Certificate and the expressions **Certificateholder** and **holder of Certificates** and related expressions shall be construed accordingly.

Pursuant to the Agency Agreement (as defined herein), the Principal Paying Agent shall arrange that, where a further Tranche is issued which is intended to form a single Series with an existing Tranche at a point after the Issue Date of the further Tranche, the Certificates of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Certificates of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

FORM OF FINAL TERMS

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

[**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*)][1]

under the
U.S.$12,500,000,000
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 15 May 2026 [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][2] and must be read in conjunction with 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

[1] Include only for an issue of further Certificates in accordance with Condition 20.

[2] 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.

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 21 Moorfields, London EC2Y 9DB, 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**)][3] and must be read in conjunction with the base prospectus dated 15 May 2026 [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 21 Moorfields, London EC2Y 9DB, 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 (**DIB**)
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 [*identify earlier Tranche(s)*] on [*insert date*/ the Issue Date]] [Not Applicable]
4.	Specified Currency:		[ ]
5.	Aggregate Face Amount:		[ ]
	(a)	Series	[ ]
	(b)	Tranche	[ ]
6.	Issue Price:		[ ] per cent. of the Aggregate Face Amount [plus *specified currency* [ ] in respect of [ ] days of accrued Periodic Distribution Amounts from (and including) *the issue date of the Original Certificates* to (but excluding) the Issue Date][4]

[3] 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.

[4] Include only for an issue of further Certificates in accordance with Condition 20.

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
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 Rights:	[Not Applicable] [Certificateholder Put Right] [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 definitive form (and in relation to Certificates in global form, see Conditions):	[[ ] per Calculation Amount, payable on the Periodic Distribution Date falling [in/on] [ ]] [Not Applicable] *(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 Right cannot both be specified as applicable for a particular Series*)
	(a)	Optional Dissolution Amount (Call):	[[ ] per Calculation Amount]
	(b)	Optional Dissolution Amount (Call) Percentage:	[ ] per cent.

	(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 Right:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph. N.B. For Sharia reasons, Certificateholder Put Right 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 Right 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 FINANCING INSTRUMENTS, SL CERTIFICATES AND REASONS FOR THE OFFER**

(i)	Sustainable Financing Instruments:	[Yes]/[No]
(ii)	Type of Sustainable Financing Instrument:	[Green Certificates]/[Social Certificates]/ [Sustainability Certificates]
(iii)	SL Certificates:	[Yes]/[No]
(iv)	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

TERMS AND CONDITIONS OF THE CERTIFICATES

The following is the text of the Terms and Conditions of the Certificates which (subject to modification and except for the text in italics) will be endorsed on each Certificate in definitive form issued under the Programme and will apply to each Global Certificate.

DIB Sukuk Limited (in its capacities as issuer and trustee, the **Trustee**) has established a programme (the **Programme**) for the issuance of up to U.S.$12,500,000,000 in aggregate face amount of trust certificates. In these Terms and Conditions (the **Conditions**), references to **Certificates** shall be references to the trust certificates which are the subject of the applicable Final Terms and references to the **applicable Final Terms** are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Certificate.

Certificates issued under the Programme are issued in Series (as defined below). The applicable Final Terms complete these Conditions.

In these Conditions:

Fixed Rate Certificates means a Series in respect of which Fixed Periodic Distribution Provisions is specified as applicable in the applicable Final Terms;

Floating Rate Certificates means a Series in respect of which Floating Periodic Distribution Provisions is specified as applicable in the applicable Final Terms;

Series means a Tranche (as defined below) of Certificates together with any additional Tranche or Tranches of Certificates which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of Periodic Distribution Amounts (as defined herein) thereon and the date from which Periodic Distribution Amounts start to accrue;

Tranche means Certificates which are identical in all respects (including as to listing and admission to trading); and

Transaction Account means, in relation to each Series, the non-interest bearing account maintained in London in the Trustee's name held with the Principal Paying Agent, details of which are specified in the applicable Final Terms.

All references in these Conditions to **U.S. dollars** are to the lawful currency of the United Sates.

The Certificates of each Series will represent an undivided ownership interest in the Trust Assets (as defined in Condition 4.1) which are held by the Trustee on trust (the **Trust**) for, *inter alia*, the benefit of the registered holders of the Certificates pursuant to (i) an amended and restated master trust deed (the **Master Trust Deed**) dated 15 May 2026 and made between the Trustee, Dubai Islamic Bank PJSC (**DIB**) and Deutsche Trustee Company Limited (the **Delegate** which expression shall include any co-Delegate or any successor) and (ii) in respect of each Tranche, a supplemental trust deed dated the issue date (the **Issue Date**) of such Tranche of Certificates (the **Supplemental Trust Deed** and, together with the Master Trust Deed, the **Trust Deed**).

Payments relating to the Certificates will be made pursuant to an amended and restated agency agreement dated 15 May 2026 (the **Agency Agreement**) made between the Trustee, the Delegate, DIB, Deutsche Bank AG, London Branch in its capacities as principal paying agent (in such capacity, the **Principal Paying Agent**, which expression shall include any successor and, together with any further or other paying agents appointed from time to time in accordance with the Agency Agreement, the **Paying Agents**, which expression shall include any successors), as calculation agent (in such capacity, the **Calculation Agent**, which expression shall include any successor) and as transfer agent (in such capacity, the **Transfer Agent**, which expression shall include any successors) and Deutsche Bank Luxembourg S.A. in its capacities as a registrar (in such capacity, the **Registrar**, which expression shall include any successor). The Paying Agents, the Calculation Agent, the Transfer Agent and the Registrar are together referred to in these Conditions as the **Agents**.

Words and expressions defined in the Trust Deed and the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or

unless otherwise stated and provided that, in the event of inconsistency between any such document and the applicable Final Terms, the applicable Final Terms will prevail. In addition, in these Conditions:

(a) any reference to face amount shall be deemed to include the relevant Dissolution Amount (as defined in Condition 8.1), any additional amounts (other than relating to Periodic Distribution Amounts (as defined in Condition 6.2)) which may be payable under Condition 11, and any other amount in the nature of face amounts payable pursuant to these Conditions;

(b) any reference to Periodic Distribution Amounts shall be deemed to include any additional amounts in respect of profit distributions which may be payable under Condition 11 and any other amount in the nature of a profit distribution payable pursuant to these Conditions;

(c) references to Certificates being "outstanding" shall be construed in accordance with the Master Trust Deed; and

(d) any reference to a Transaction Document (as defined below) shall be construed as a reference to that Transaction Document as amended and/or supplemented from time to time.

Subject as set out below, copies of the documents set out below (i) are available for inspection and obtainable free of charge by the Certificateholders during normal business hours at the specified office for the time being of the Principal Paying Agent and/or (ii) may be provided by email to a Certificateholder following its 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. The holders of the Certificates (the **Certificateholders**) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the documents set out below:

(a) an amended and restated master purchase agreement between DIB Sukuk Limited (in its capacity as Trustee and in its capacity as purchaser, the **Purchaser**) and DIB (in its capacity as seller, the **Seller**) dated 15 May 2026 (the **Master Purchase Agreement**);

(b) the supplemental purchase contract (the **Supplemental Purchase Contract** and, together with the Master Purchase Agreement, the **Purchase Agreement**) having the details set out in the applicable Final Terms;

(c) the amended and restated service agency agreement between the Trustee and DIB (in its capacity as service agent, the **Service Agent**) dated 15 May 2026 (the **Service Agency Agreement**);

(d) the amended and restated purchase undertaking made by DIB for the benefit of the Trustee and the Delegate dated 15 May 2026 (the **Purchase Undertaking**);

(e) the amended and restated sale undertaking made by the Trustee for the benefit of DIB dated 15 May 2026 (the **Sale Undertaking**);

(f) the Trust Deed;

(g) the Agency Agreement; and

(h) the applicable Final Terms.

The documents listed above are referred to in these Conditions as the **Transaction Documents**. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Each initial Certificateholder, by its acquisition and holding of its interest in a Certificate, shall be deemed to authorise and direct DIB Sukuk Limited, on behalf of the Certificateholders, (i) to apply the sums paid by it in respect of its Certificates to the Purchaser in accordance with the Purchase Agreement and (ii) to enter into each Transaction Document to which it is a party, subject to the provisions of the Trust Deed and these Conditions.

1. FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Certificates are issued in registered form in the Specified Denominations and, in the case of Certificates in definitive form, are serially numbered. The Certificates may be Fixed Rate Certificates, Floating Rate Certificates or a combination of the foregoing depending on the profit basis specified in the applicable Final Terms.

For so long as any of the Certificates is represented by a Global Certificate held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than another clearing system) who is for the time being shown in the records of either such clearing system as the holder of a particular face amount of such Certificates (in which regard any certificate or other document issued by a clearing system as to the face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Trustee, the Delegate, DIB and the Agents as the holder of such face amount of such Certificates for all purposes other than with respect to payment in respect of such Certificates, for which purpose the registered holder of the Global Certificate shall be treated by the Trustee, the Delegate, DIB and any Agent as the holder of such face amount of such Certificates in accordance with and subject to the terms of the relevant Global Certificate and the expressions **Certificateholder** and **holder** in relation to any Certificates and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular face amount of Certificates as aforesaid, the Delegate may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Each holder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the registered holder of the Global Certificate. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

1.2 Register

The Registrar will maintain a register (the **Register**) of Certificateholders in respect of the Certificates in accordance with the provisions of the Agency Agreement. In the case of Certificates in definitive form, a definitive Certificate will be issued to each Certificateholder in respect of its registered holding of Certificates.

1.3 Title

The Trustee, the Delegate, DIB and the Agents may (to the fullest extent permitted by applicable laws) deem and treat the person in whose name any outstanding Certificate is for the time being registered (as set out in the Register) as the holder of such Certificate or of a particular face amount of the Certificates for all purposes (whether or not such Certificate or face amount shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, and any notice of loss or theft or any writing thereon), and the Trustee, the Delegate, DIB and the Agents shall not be affected by any notice to the contrary.

All payments made to such registered holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for moneys payable in respect of such Certificate or face amount.

2. TRANSFERS OF CERTIFICATES

2.1 Transfers of interests in the Global Certificate

Transfers of interests in the Global Certificate will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. An interest in the Global Certificate will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Certificates in definitive form only in the Specified Denomination or integral multiples thereof and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement.

2.2 Transfers of Certificates in definitive form

Upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Certificate in definitive form may be transferred in whole or in part (in the Specified Denomination or an integral multiple thereof). In order to effect any such transfer (a) the holder or holders must (i) surrender the definitive Certificate for registration of the transfer thereof (or the relevant part thereof) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such regulations as DIB Sukuk Limited, DIB, the Delegate and the Registrar may from time to time prescribe (the initial such regulations being scheduled to the Master Trust Deed).

Subject as provided above, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), deliver at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request a new Certificate in definitive form of a like aggregate face amount to the Certificate (or the relevant part of the Certificate) transferred. 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.

No Certificateholder may require the transfer of a Certificate in definitive form to be registered during the period of 15 days ending on a Periodic Distribution Date, the Scheduled Dissolution Date, a Dissolution Date or any other date on which any payment of the face amount or payment of any profit in respect of a Certificate falls due.

2.3 Costs of registration

Certificateholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Trustee may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

3. STATUS AND LIMITED RECOURSE

3.1 Status

Each Certificate evidences an undivided ownership interest in the Trust Assets, subject to the terms of the Trust Deed and these Conditions, and is a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee. Each Certificate ranks *pari passu*, without any preference or priority, with the other Certificates.

3.2 **Limited Recourse**

The proceeds of the Trust Assets are the sole source of payments on the Certificates. Save as provided in the next sentence, the Certificates do not represent an interest in or obligation of any of the Trustee, DIB, the Delegate, the Agents or any of their respective affiliates. Accordingly, Certificateholders, by subscribing for or acquiring the Certificates, acknowledge that they will have no recourse to any assets of the Trustee (including, in particular, other assets comprised in other trusts, if any), DIB (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), or the Delegate, or the Agents, or any of their respective affiliates in respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted following which all obligations of the Trustee shall be extinguished.

DIB is obliged to make certain payments under the Transaction Documents to which it is a party directly to the Trustee (for and on behalf of the Certificateholders), and the Delegate will have direct recourse against DIB to recover such payments.

The net proceeds of realisation of, or enforcement with respect to, the Trust Assets may not be sufficient to make all payments due in respect of the Certificates. If, following the distribution of such proceeds, there remains a shortfall in payments due under the Certificates, subject to Condition 14, no holder of Certificates will have any claim against the Trustee, DIB (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), or the Delegate, or the Agents, or any of their respective affiliates or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall and any unsatisfied claims of Certificateholders shall be extinguished. In particular, no holder of Certificates will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of the Trustee, DIB (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), the Delegate, the Agents or any of their respective affiliates as a consequence of such shortfall or otherwise.

3.3 **Agreement of Certificateholders**

By purchasing Certificates, each Certificateholder is deemed to have agreed that notwithstanding anything to the contrary contained in these Conditions or any Transaction Document:

(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 or under any Transaction Document to which it is a party, whether for the payment of any fee or other amount hereunder or any other obligation or claim arising out of or based upon any Transaction Document, 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 under the Transaction Documents 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 proceedings 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 these Conditions 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 shareholder, member, officer, agent, director or corporate services provider 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.

4. THE TRUST

4.1 The Trust Assets

Pursuant to the Trust Deed, the Trustee holds the Trust Assets upon trust absolutely for the holders of the Certificates *pro rata* according to the face amount of Certificates held by each holder. The term **Trust Assets** means:

(a) all of the Trustee's rights, title, interest and benefit, present and future, in, to and under the assets from time to time constituting the Portfolio;

(b) all of the Trustee's rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than (i) in relation to any representations given to the Trustee by DIB pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents and (ii) the covenant given to the Trustee pursuant to Clause 13.1 of the Master Trust Deed); and

(c) all monies standing to the credit of the Transaction Account from time to time,

and all proceeds of the foregoing.

4.2 Application of Proceeds from the Trust Assets

On each Periodic Distribution Date and on the Scheduled Dissolution Date or any earlier Dissolution Date, the monies standing to the credit of the Transaction Account shall be applied in the following order of priority:

(a) *first*, to the Delegate in respect of all amounts owing to it under the Transaction Documents in its capacity as Delegate;

(b) *second*, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts due and unpaid;

(c) *third,* only if such payment is made on the Scheduled Dissolution Date or a Dissolution Date, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of the relevant Dissolution Amount;

(d) *fourth*, only if such payment is made on the Scheduled Dissolution Date or the final Dissolution Date, to the Service Agent to pay any amounts advanced by way of a Liquidity Facility (as defined in the Service Agency Agreement);

(e) *fifth*, only if such payment is made on the Scheduled Dissolution Date or the final Dissolution Date, to the Service Agent in or towards payment of any outstanding Service Agency Liability Amounts (as defined in the Service Agency Agreement); and

(f) *sixth*, only after all necessary payments above have been made in full, to DIB.

5. COVENANTS

The Trustee covenants that, for so long as any Certificate is outstanding, it will not (without the prior written consent of the Delegate):

(a) incur any indebtedness in respect of borrowed money whatsoever (whether structured in accordance with the principles of the Sharia or otherwise), or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates except, in all cases, as contemplated in the Transaction Documents;

(b) grant or permit to be outstanding any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law);

(c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its ownership interest in any of the Trust Assets except pursuant to the Transaction Documents;

(d) use the proceeds of the issue of the Certificates for any purpose other than as stated in the Transaction Documents;

(e) amend or agree to any amendment of any Transaction Document to which it is a party (other than in accordance with the terms thereof) or its memorandum and articles of association;

(f) act as trustee in respect of any trust other than a trust corresponding to any other Series issued under the Programme;

(g) have any subsidiaries or employees;

(h) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders;

(i) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents to which it is a party have been paid in full, put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; and

(j) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents to which it is a party or any permitted amendment or supplement thereto or as expressly permitted or required thereunder or engage in any business or activity other than:

(i) as provided for or permitted in the Transaction Documents;

(ii) the ownership, management and disposal of Trust Assets as provided in the Transaction Documents; and

(iii) such other matters which are incidental thereto.

6. FIXED PERIODIC DISTRIBUTION PROVISIONS

6.1 Application

This Condition is applicable to Fixed Rate Certificates only.

6.2 Periodic Distribution Amount

Subject to Condition 4.2 and Condition 8, the Principal Paying Agent shall distribute to holders *pro rata* to their respective holdings, out of amounts transferred to the Transaction Account pursuant to the terms of the Service Agency Agreement and the other Transaction Documents, a distribution in relation to the Certificates on each Periodic Distribution Date equal to the Periodic Distribution Amount payable in respect of the Return Accumulation Period ending immediately before that Periodic Distribution Date.

In these Conditions:

Periodic Distribution Amount means, in relation to a Certificate and a Return Accumulation Period, the amount of profit distribution payable in respect of that Certificate for that Return Accumulation Period which amount may be a Fixed Amount, a Broken Amount or an amount otherwise calculated in accordance with this Condition 6 or Condition 7; and

Return Accumulation Period means the period from (and including) a Periodic Distribution Date (or the Return Accrual Commencement Date) to (but excluding) the next (or first) Periodic Distribution Date.

6.3 **Determination of Periodic Distribution Amount**

Except as provided in the applicable Final Terms, the Periodic Distribution Amount payable in respect of each Certificate in definitive form for any Return Accumulation Period shall be the Fixed Amount or, if so specified in the applicable Final Terms, the Broken Amount so specified.

In the case of a Certificate where the Specified Currency is Renminbi and the applicable Final Terms specifies a Business Day Convention to be applicable (an **Adjusted Renminbi Fixed Rate Certificate**), each Periodic Distribution Date (and, accordingly, the relevant Return Accumulation Period) will be adjusted (if required) in accordance with the relevant Business Day Convention. For this purpose, the provisions relating to the application of a Business Day Convention set out in Condition 7.2 below shall apply to this Condition 6, *mutatis mutandis*, save that, for the purposes of the Conditions relating to an Adjusted Renminbi Fixed Rate Certificate, the term **Business Day** shall mean a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in Hong Kong.

Except in the case of Certificates in definitive form where a Fixed Amount or Broken Amount is specified in the applicable Final Terms, the Periodic Distribution Amount payable in respect of each Certificate shall be calculated by applying the rate or rates (expressed as a percentage per annum) specified in the applicable Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the applicable Final Terms (the **Rate**) applicable to the relevant Return Accumulation Period to:

(a) in the case of Certificates which are represented by a Global Certificate, the aggregate outstanding face amount of the Certificates represented by such Global Certificate; or

(b) in the case of Certificates in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Certificate in definitive form is a multiple of the Calculation Amount, the amount of profit distribution payable in respect of such Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of Periodic Distribution Amount in accordance with this Condition:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(i) in the case of Certificates where the number of days in the relevant period from (and including) the most recent Periodic Distribution Date (or, if none, the Return Accrual Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of

Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Periodic Distribution Date (or, if none, the Return Accrual Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Conditions:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Return Accrual Commencement Date or the final Periodic Distribution Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

6.4 Cessation of Profit Entitlement

No further amounts will be payable on any Certificate from and including the Scheduled Dissolution Date or, as the case may be, the relevant Dissolution Date, unless default is made in the payment of the relevant Dissolution Amount as a result of the failure of DIB to pay the relevant Exercise Price and enter into a sale agreement in accordance with the terms of the Purchase Undertaking or the Sale Undertaking, as the case may be, in which case Periodic Distribution Amounts will continue to accrue in respect of the Certificates in the manner provided in this Condition to the earlier of: (i) the Relevant Date or (ii) the date on which a sale agreement is executed in accordance with the terms of the Purchase Undertaking or the Sale Undertaking, as the case may be.

7. FLOATING PERIODIC DISTRIBUTION PROVISIONS

7.1 Application

This Condition is applicable to Floating Rate Certificates only.

7.2 Periodic Distribution Amount

Subject to Condition 4.2 and 8, the Principal Paying Agent shall distribute to holders *pro rata* to their respective holdings, out of amounts transferred to the Transaction Account pursuant to the terms of the Service Agency Agreement and the other Transaction Documents, a distribution in relation to the Certificates on either:

(a) the Specified Periodic Distribution Date(s) in each year specified in the applicable Final Terms; or

(b) if no Specified Periodic Distribution Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Periodic Distribution Date, a **Periodic Distribution Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Periodic Distribution Date or, in the case of the first Periodic Distribution Date, after the Return Accrual Commencement Date.

In relation to each Periodic Distribution Date, the distribution payable will be equal to the Periodic Distribution Amount payable in respect of the Return Accumulation Period ending immediately before that Periodic Distribution Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Periodic Distribution Date should occur or (y) if any Periodic Distribution Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 7.2(b), the Floating Rate Convention, such Periodic Distribution Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Periodic Distribution Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Periodic Distribution Date occurred; or

(B) the Following Business Day Convention, such Periodic Distribution Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Periodic Distribution Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

Business Day means:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre (other than T2) specified in the applicable Final Terms;

(b) if T2 is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (T2) System (**T2**) is open for the settlement of payments in euro (**T2 Settlement Day**); and

(c) either (i) in relation to any sum payable in a Specified Currency other than euro or Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre and which if the specified currency is Australian dollars or New Zealand dollars shall be Melbourne an Wellington, respectively), (ii) in relation to any sum payable in euro, a T2 Settlement Day; or (iii) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which

commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong.

7.3 **Screen Rate Determination for Floating Rate Certificates not referencing SOFR or SONIA**

If Screen Rate Determination not referencing SOFR or SONIA is specified in the applicable Final Terms as the manner in which the rate or rates (expressed as a percentage per annum) specified in the applicable Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the applicable Final Terms (the **Rate**) is to be determined, and the Reference Rate is specified in the applicable Final Terms as being a Reference Rate other than SONIA or SOFR, the Rate applicable to the Certificates for each Return Accumulation Period will be determined by the Calculation Agent on the following basis:

(a) if the Reference Rate specified in the applicable Final Terms is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;

(b) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;

(c) if, in the case of (a) above, such rate does not appear on that page or, in the case of (b) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(i) request each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Periodic Distribution Determination Date to prime banks in the London or Eurozone interbank market, as the case may be, in an amount that is representative for a single transaction in that market at that time; and

(ii) determine the arithmetic mean of such quotations; and

(d) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the principal financial centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the first day of the relevant Return Accumulation Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Return Accumulation Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate for such Return Accumulation Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Return Accumulation Period, but without prejudice to Condition 7.6 below, the Rate applicable to the Certificates during such Return Accumulation Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Certificates in respect of a preceding Return Accumulation Period.

If the Rate cannot be determined because of the occurrence of a Benchmark Event (or, if applicable, a Benchmark Transition Event and its related Benchmark Replacement Date), the Rate shall be calculated in accordance with the terms of Condition 7.6.

In these Conditions:

Reference Banks means the principal office of four major banks selected by or on behalf of the Trustee in the inter-bank market of the Relevant Financial Centre;

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

(A) Euro-zone interbank offered rate (**EURIBOR**);

(B) Shanghai interbank offered rate (**SHIBOR**);

(C) Hong Kong interbank offered rate (**HIBOR**);

(D) Singapore interbank offered rate (**SIBOR**);

(E) Kuala Lumpur interbank offered rate (**KLIBOR**);

(F) Emirates interbank offered rate (**EIBOR**);

(G) Saudi Arabia interbank offered rate (**SAIBOR**);

(H) Australia Bank Bill Swap (**BBSW**);

(I) Prague interbank offered rate (**PRIBOR**);

(J) CNH Hong Kong interbank offered rate (**CNH HIBOR**);

(K) Turkish Lira interbank offered rate (**TLREF**);

(L) Tokyo interbank offered rate (**TIBOR**);

(M) SOFR; and

(N) SONIA;

Relevant Financial Centre means the financial centre specified in the applicable Final Terms;

Relevant Screen Page means the page, section or other part of a particular information service specified as the Relevant Screen Page in the applicable Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate; and

Relevant Time means the time specified as such in the applicable Final Terms.

7.4 **Screen Rate Determination for Floating Rate Certificates referencing SOFR or SONIA (other than where in the applicable Final Terms the Reference Rate is specified as being SONIA and the Calculation Method is specified as being "SONIA Index")**

If Screen Rate Determination referencing SOFR or SONIA is specified in the applicable Final Terms for Certificates referencing SOFR or SONIA as the manner in which the Rate is to be determined and the Reference Rate is specified in the applicable Final Terms as being SONIA or SOFR (other than where the Calculation Method is specified as being "SONIA Index"):

(a) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of for each Return Accumulation Period will, subject as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the applicable Final Terms) the Margin, all as determined by the Calculation Agent, where:

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

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_i-pBD\times n_i}{D}\right)-1\right]\times\frac{D}{d}$$

where:

Applicable Period means,

(i) where **Lag**, **Lock-out** or **Payment Delay** is specified as the Observation Method in the applicable Final Terms, the relevant Return Accumulation Period; and

(ii) where **Observation Shift** is specified as the Observation Method in the applicable Final Terms, the Observation Period relating to such Return Accumulation Period;

Business Day or **BD**, in this Condition 7.4 means (i) where "SOFR" is specified as the Reference Rate, a U.S. Government Securities Business Day or (ii) where "SONIA" is specified as the Reference Rate in the applicable Final Terms, a London Business Day;

D is the number specified in the applicable Final Terms;

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

d_o means, for the relevant Applicable Period, the number of Business Days in such Applicable Period;

Effective Periodic Distribution Date means any date or dates specified as such in the applicable Final Terms;

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

Lock-out Period means the period from, and including, the day following the Periodic Distribution Determination Date to, but excluding, the corresponding Periodic Distribution Date;

London Business Day means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London;

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

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

Observation Period means, in respect of a Return Accumulation Period, the period from and including the date falling "p" Business Days prior to the first day of the relevant Return Accumulation Period and ending on, but excluding, the date which is "p" Business Days prior to the Periodic Distribution Date for such Return Accumulation Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Certificates become due and payable);

p means, for any Return Accumulation Period:

(i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of Business Days included in the Observation Look-back Period specified in the applicable Final Terms (or, if no such number is specified five Business Days);

(ii) where "Lock-out" or "Payment Delay" is specified as the Observation Method in the applicable Final Terms, zero; or

(iii) where "Observation Shift" or "SOFR Index" is specified as the Observation Method in the applicable Final Terms, the number of Business Days included in the Observation Look-back Period specified in the applicable Final Terms (which shall not be less than five Business Days without the consent of the Principal Paying Agent);

r means:

(i) where in the applicable Final Terms "SONIA" is specified as the Reference Rate and either "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

(ii) where in the applicable Final Terms "SOFR" is specified as the Reference Rate and either "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

(iii) where in the applicable Final Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(a) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

(b) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Return Accumulation Period (such last Reference Day coinciding with the Periodic Distribution Determination Date);

(iv) where in the applicable Final Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(a) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

(b) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Return Accumulation Period (such last Reference Day coinciding with the Periodic Distribution Determination Date);

(v) where in the applicable Final Terms "SONIA" is specified as the Reference Rate and "Payment Delay" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day, provided however that, in the case of the last Return Accumulation Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Scheduled Dissolution Date or the date fixed for redemption, as applicable, "r" shall be the SONIA rate in respect of the Rate Cut-off Date;

(vi) where in the applicable Final Terms "SOFR" is specified as the Reference Rate and "Payment Delay" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day, provided however that, in the case of the last Return Accumulation Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Scheduled Dissolution Date or the date fixed for

redemption, as applicable, "r" shall be the SOFR in respect of the Rate Cut-off Date;

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

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

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

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

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

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

(b) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate for each Return Accumulation Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the applicable Final Terms) the Margin and will be calculated by the Calculation Agent on the Periodic Distribution Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

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

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

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

Weighted Average Reference Rate means:

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

(ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Return Accumulation Period, calculated by multiplying each relevant Reference Rate by the number of days such rate is in effect, determining the

sum of such products and dividing such sum by the number of calendar days in the relevant Return Accumulation Period, provided however that for any calendar day of such Return Accumulation Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(c) Where the Calculation Method is specified in the applicable Final Terms as being "SOFR Index", the Rate for each Return Accumulation Period will, subject as provided below, be Compounded SOFR (as defined below) plus or minus (as indicated in the applicable Final Terms) the Margin and will be calculated by the Calculation Agent, on the Periodic Distribution Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

Compounded SOFR means:

$$\left(\frac{\text{SOFR Index}_{\text{End}}}{\text{SOFR Index}_{\text{start}}} - 1\right) \times \left(\frac{360}{d_c}\right)$$

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

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

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

(i) the SOFR Index value as published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) as such index appears on the New York Fed's Website at 5.00 p.m. (New York City time) on such U.S. Government Securities Business Day (the **SOFR Determination Time**); or

(ii) if a SOFR Index value does not so appear as specified in paragraph (a) above at the SOFR Determination Time, then:

(a) if a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to the then-current Benchmark, Compounded SOFR shall be the SOFR Index Unavailable value; or

(b) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, Compounded SOFR shall be the rate determined pursuant to Condition 7.6;

SOFR $\text{Index}_{\text{End}}$ is the SOFR Index value for the day which is "p" U.S. Government Securities Business Days preceding the Periodic Distribution Date relating to such Return Accumulation Period;

SOFR $\text{Index}_{\text{Start}}$ is the SOFR Index value for the day which is "p" U.S. Government Securities Business Days preceding the first date of the relevant Return Accumulation Period;

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

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

(d) Where "SONIA" is specified as the Reference Rate in the applicable Final Terms, if, in respect of any Business Day, SONIA (as defined in paragraph (a) above) is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at close of business on the relevant Business Day; plus the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(ii) subject to Condition 7.6, if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

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

(e) Where "SOFR" is specified as the Reference Rate in the applicable Final Terms, if, in respect of any Business Day, SOFR (as defined in paragraph (a) above), is not available, subject to Condition 7.6, such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website (as defined in paragraph (a) above) and "r" shall be interpreted accordingly;

(f) In the event that the Rate cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 7.6, the Rate shall be that determined (i) as at the last preceding Periodic Distribution Determination Date (though substituting, where a different Margin is to be applied to the relevant Return Accumulation Period from that which applied to the last preceding Return Accumulation Period, the Margin relating to the relevant Return Accumulation Period, in place of the Margin relating to that last preceding Return Accumulation Period) or (ii) if there is no such preceding Periodic Distribution Determination Date, the initial Rate which would have been applicable to such Series for the first Return Accumulation Period had the Certificates been in issue for a period equal in duration to the scheduled first Return Accumulation Period but ending on (and excluding) the Return Accrual Commencement Date (but applying the Margin applicable to the first Return Accumulation Period).

(g) If the relevant Series of Certificates become due and payable in accordance with Condition 14, the final Periodic Distribution Determination Date shall, notwithstanding any Periodic Distribution Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Certificates became due and payable and the Rate on such Certificates shall, for so long as any such Certificates remains outstanding, be that determined on such date.

For the purposes of this Condition 7.4:

If "Payment Delay" is specified in the applicable Final Terms as being applicable, all references in these Conditions to profit on the Certificates being payable on a Periodic

Distribution Date shall be read as references to profit on the Certificates being payable on an Effective Periodic Distribution Date instead.

7.5 **Screen Rate Determination for Floating Rate Certificates referencing SONIA where in the applicable Final Terms the Calculation Method is specified as being "SONIA Index"**

If Screen Rate Determination referencing SOFR or SONIA is specified in the applicable Final Terms for Certificates as the manner in which the Rate is to be determined, the Reference Rate is specified in the applicable Final Terms as being SONIA and the Calculation Method specified in the applicable Final Terms is "SONIA Index", the Rate for each Return Accumulation Period will, subject as provided below, be the Compounded Daily SONIA Rate (as defined below) plus or minus (as specified in the applicable Final Terms) the Margin (if any), all as determined and calculated by the Calculation Agent:

Compounded Daily SONIA Rate means, with respect to a Return Accumulation Period, as determined by reference to the screen rate or index for compounded daily SONIA administered by the administrator of the SONIA reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant Periodic Distribution Determination Date, as further specified in the applicable Final Terms (the **SONIA Compounded Index**) and in accordance with the following formula:

Compounded Daily SONIA Rate =

$$\left(\frac{\text{SONIA CompoundedIndex}_{\text{End}}}{\text{SONIA CompoundedIndex}_{\text{Start}}} - 1\right) \times \frac{365}{d}$$

and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards, where:

d is the number of calendar days from (and including) the day in relation to which SONIA Compounded $\text{Index}_{\text{Start}}$ is determined to (but excluding) the day in relation to which SONIA Compounded $\text{Index}_{\text{End}}$ is determined;

London Banking Day means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

Relevant Number is as specified in the applicable Final Terms (or, if no such number is specified, five);

SONIA Compounded $\text{Index}_{\text{Start}}$ means, with respect to a Return Accumulation Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to (A) the first day of the relevant Return Accumulation Period, or (B) in the case of the first Return Accumulation Period, the Issue Date; and

SONIA Compounded $\text{Index}_{\text{End}}$ means, with respect to a Return Accumulation Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to (A) the Periodic Distribution Date for such Return Accumulation Period, or (B) such other date on which the relevant payment of profit falls due (but which by its definition or the operation of the relevant provisions is excluded from such Return Accumulation Period).

(a) In the event that the Rate cannot be determined in accordance with the foregoing provisions (unless the Calculation Agent has been notified of any Successor Rate or Alternative Reference Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 7.6, if applicable), the Rate shall be determined in accordance with Condition 7.4(d).

(b) If the Certificates become due and payable in accordance with Condition 14, the final Rate shall be calculated for the Return Accumulation Period from (and including) the most recent Periodic Distribution Date (or, if none, the Return Accrual Commencement Date) to (but excluding) the date on which the Certificates become so due and payable, and such Rate shall

continue to apply to the Certificates for so long as profit continues to accrue thereon as provided in Condition 7.7.

7.6 **Benchmark Replacement**

(1) Independent Adviser

Notwithstanding the other provisions of this Condition 7.6 but subject, in the case of Certificates linked to SONIA, to Condition 7.4(d) or Condition 7.5, as applicable, taking precedence if the Trustee and DIB, following consultation with the Calculation Agent, determine that a Benchmark Event has occurred in relation to the relevant Reference Rate specified in the applicable Final Terms when any Rate (or the relevant component part thereof) applicable to the Certificates for any Return Accumulation Period remains to be determined by such Reference Rate, then the following provisions shall apply:

(a) the Trustee and DIB shall use their reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine no later than ten Business Days prior to the relevant Periodic Distribution Determination Date relating to the next succeeding Return Accumulation Period (the **IA Determination Cut-Off Date**), a Successor Rate or, alternatively, if there is no Successor Rate, an Alternative Reference Rate and, in either case, and if applicable an Adjustment Spread for the purposes of determining the Rate (or the relevant component part thereof) applicable to the Certificates;

(b) if (A) the Trustee and DIB are unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by the Trustee and DIB fails to determine a Successor Rate or, failing which, an Alternative Reference Rate and/or, in either case, an Adjustment Spread in accordance with this Condition 7.6 prior to the relevant IA Determination Cut-Off Date, then DIB (acting in good faith and in a commercially reasonable manner) may elect to determine the Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and/or, in either case, an Adjustment Spread itself for the purposes of determining the Rate (or the relevant component part thereof) applicable to the Certificates or, if applicable, any Benchmark Amendments, to ensure the proper operation of such Successor Rate or Alternative Reference Rate and/or (in either case) the applicable Adjustment Spread (with the relevant provisions in this Condition 7.6 applying *mutatis mutandis*) to allow such determinations to be made by DIB without consultation with the Independent Adviser;

(c) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Return Accumulation Periods in respect of such Certificates (subject to the subsequent operation of, and to adjustment as provided in, this Condition 7.6);

(d) the Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Reference Rate (as the case may be) provided however, if the Independent Adviser (following consultation with the Trustee and DIB), or DIB (acting in good faith and in a commercially reasonable manner) fails to determine the Adjustment Spread in accordance with this Condition 7.6 prior to the relevant Periodic Distribution Determination Date then the Successor Rate or Alternative Reference Rate as determined in accordance with this Condition 7.6 will apply without an Adjustment Spread;

(e) if any Successor Rate, Alternative Reference Rate or Adjustment Spread is determined in accordance with this Condition 7.6 and the Independent Adviser (following consultation with the Trustee and DIB), or DIB (acting in good faith and in a commercially reasonable manner), as applicable, determines: (A) that amendments to these Conditions, the Master Trust Deed and/or any other Transaction Document (including, without limitation, amendments to the definitions of Day Count Fraction, Business Day, Business Day Convention, Periodic

Distribution Determination Date or Relevant Screen Page) are necessary to ensure the proper operation of such Successor Rate, Alternative Reference Rate and/or Adjustment Spread (such amendments, the **Benchmark Amendments**) and (B) the terms of the Benchmark Amendments, then, at the direction and expense of DIB and subject to delivery of a notice in accordance with Condition 7.6(f) and the certificate in accordance with this Condition 7.6(e): (x) the Trustee and DIB shall vary these Conditions, the Master Trust Deed and/or any other Transaction Document to give effect to such Benchmark Amendments with effect from the date specified in such notice; and (y) the Delegate and the Agents shall (at DIB's expense), without any requirement for the consent or sanction of the Certificateholders, be obliged to concur with the Trustee and DIB in effecting such Benchmark Amendments, provided that none of the Delegate nor any Agent shall be required to effect any such Benchmark Amendments if the same would impose, in its opinion, more onerous obligations upon it or expose it to any liability against which it is not adequately indemnified and/or secured and/or prefunded to its satisfaction or impose any additional duties, responsibilities or liabilities or reduce or amend its rights and/or the protective provisions afforded to it.

Prior to any such Benchmark Amendments taking effect, DIB shall provide a certificate signed by two Authorised Signatories of DIB to the Trustee, the Delegate and the Principal Paying Agent, certifying that such Benchmark Amendments are: (x) in DIB's reasonable opinion (following consultation with the Trustee and the Independent Adviser), necessary to give effect to any application of this Condition 7.6; and (y) in each case, have been drafted solely to such effect, and the Trustee, the Delegate and the Agents shall be entitled to rely on such certificates without further enquiry or liability to any person. For the avoidance of doubt, none of the Delegate or any Agent shall be liable to the Certificateholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such Certificateholder or person;

(f) the Trustee (failing which, DIB) shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable) and the specific terms of any Benchmark Amendments, give notice to the Delegate, the Agents (such notice to be delivered not less than 10 Business Days prior to the date on which such Benchmark Amendments are due to come into effect) and, in accordance with Condition 17, the Certificateholders confirming: (A) that a Benchmark Event has occurred; (B) the Successor Rate or Alternative Reference Rate (as applicable); (C) any applicable Adjustment Spread; and (D) the specific terms of the Benchmark Amendments (if any), in each case, as determined in accordance with the provisions of this Condition 7.6;

(g) if, following the occurrence of a Benchmark Event and in relation to the determination of the Rate (or the relevant component part thereof) on the immediately following Periodic Distribution Determination Date, no Successor Rate or Alternative Reference Rate (as applicable) is determined pursuant to this provision, then the Rate (or the relevant component part thereof) applicable to the Certificates during the relevant Return Accumulation Period will be the sum of the Margin and the rate (or as the case may be) the arithmetic mean last determined in relation to the Certificates in respect of a preceding Return Accumulation Period. For the avoidance of doubt, this Condition 7.6(g) shall apply to the relevant Return Accumulation Period only and any subsequent Return Accumulation Periods are subject to the subsequent operation of and to adjustment as provided in, this Condition 7.6; and

(h) the Independent Adviser appointed pursuant to this Condition 7.6 shall act and make all determinations pursuant to this Condition 7.6 in good faith and the Independent Adviser shall act as an expert. In the absence of , bad faith, wilful default or fraud, none of the Independent Adviser, the Trustee and DIB shall have any liability whatsoever to the Certificateholders in connection with any determination made by it or, in the case of the Independent Adviser, for any advice given to DIB in connection with any determination made by DIB pursuant to this Condition 7.6.

Notwithstanding any other provision of this Condition 7, 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 Condition 7, 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.

In these Conditions:

Adjustment Spread means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in each case, to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be) and is the spread, formula or methodology which:

(a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the relevant Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(b) (if no such recommendation has been made, or in the case of an Alternative Reference Rate) the Independent Adviser (following consultation with the Trustee and DIB) determine is customarily applied to the relevant Successor Rate or the Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the relevant Reference Rate; or

(c) (if the Independent Adviser (following consultation with the Trustee and DIB) determines that no such spread, formula or methodology is customarily applied) the Independent Adviser (following consultation with the Trustee and DIB) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the relevant Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be); or

(d) (if the Independent Adviser (following consultation with the Trustee and DIB) determines that there is no such industry standard) the Independent Adviser (following consultation with the Trustee and DIB) or DIB (as applicable) determines (acting in good faith and in a commercially reasonable manner) in their sole discretion to be appropriate;

Alternative Reference Rate means an alternative benchmark or screen rate which the Independent Adviser (following consultation with the Trustee and DIB) determines, in accordance with this Condition 7.6, is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Certificates and of a comparable duration to the relevant Return Accumulation Period or, if the Independent Adviser or DIB (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or DIB (as applicable) determines in their sole discretion is most comparable to the relevant Reference Rate;

Benchmark Event means: (i) the relevant Reference Rate ceasing to be published as a result of such benchmark ceasing to be calculated or administered or ceasing to exist for at least five Business Days; or (ii) a public statement by the administrator of the relevant Reference Rate that it has ceased or that it will, by a specified future date, cease publishing the relevant Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the relevant Reference Rate); or (iii) a public statement by the supervisor of the administrator of the relevant Reference Rate, that the relevant Reference Rate has been or will be, by a specified future date, permanently or indefinitely discontinued; or (iv) a public statement by the supervisor of the administrator of the relevant Reference Rate as a consequence of which, by a specified future date, the relevant Reference Rate will be prohibited from being used either generally,

or in respect of the Certificates; or (v) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of an underlying market or (vi) it has become unlawful for the Trustee, DIB, the Calculation Agent or any Paying Agent to calculate any payments due to be made to any Certificateholder using the relevant Reference Rate, provided that, where the relevant Benchmark Event is a public statement within sub-paragraphs (ii), (iii), (iv) and (v) above, and the relevant specified future date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such specified future date;

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

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

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

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

(2) ARRC

This Condition 7.6(2) shall apply, in the case of Certificates for which the Specified Currency specified in the applicable Final Terms is U.S. dollars and the Reference Rate specified in the applicable Final Terms is SOFR, if in the applicable Final Terms "Condition 7.6(2) is applicable" is specified as the Benchmark Replacement fallback.

If the Trustee and DIB determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Certificates in respect of all determinations on such date and for all determinations on all subsequent dates.

In connection with the implementation of a Benchmark Replacement, the Trustee and DIB shall have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of Certificateholders. The Delegate and each of the Agents shall, at the direction and expense of DIB effect such consequential amendments to these Conditions, the Master Trust Deed and the other Transaction Documents as may be required to give effect to this Condition 7.6(2), provided that none of the Delegate nor any Agent shall be required to effect any such amendments if the same would impose, in its opinion, more onerous obligations upon it or expose it to any liability against which it is not adequately indemnified and/or secured and/or prefunded to its satisfaction or impose any additional duties, responsibilities or liabilities or reduce or amend its rights and/or the protective provisions afforded to it.

Any determination, decision or election that may be made by the Trustee and DIB pursuant to this Condition 7.6(2), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

(a) will be conclusive and binding absent manifest error;

(b) will be made in the sole discretion of the Trustee and DIB (acting in good faith and in a commercially reasonable manner); and

(c) notwithstanding anything to the contrary in the documentation relating to the Certificates, shall become effective without consent from the holders of the Certificates or any other party.

DIB shall promptly, following the determination of any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, give notice to the Trustee, the Delegate and the Principal Paying Agent and, in accordance with Condition 17, the Certificateholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Certificateholders of the same, DIB shall deliver to the Trustee, the Delegate and the Principal Paying Agent a certificate signed by two Authorised Signatories of DIB;

(a) confirming (x) that a Benchmark Transition Event has occurred; (y) the relevant Benchmark Replacement; and (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 7.6(2); and

(b) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

In these Conditions:

Benchmark means, initially, SOFR; provided that if the Trustee and DIB determine on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then Benchmark shall mean the applicable Benchmark Replacement;

Benchmark Replacement means the first alternative set forth in the order below that can be determined by the Trustee and DIB as of the Benchmark Replacement Date:

(a) the sum of: (i) the alternate rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (ii) the Benchmark Replacement Adjustment;

(b) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment; or

(c) the sum of: (i) the alternate rate that has been selected by the Trustee and DIB as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate instruments at such time and (ii) the Benchmark Replacement Adjustment;

Benchmark Replacement Adjustment means the first alternative set forth in the order below that can be determined by the Trustee and DIB as of the Benchmark Replacement Date:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Trustee and DIB giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the

replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate instruments at such time;

Benchmark Replacement Conforming Changes means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of profit, rounding of amounts or tenors, and other administrative matters) that the Trustee and DIB decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Trustee decides that adoption of any portion of such market practice is not administratively feasible or if the Trustee and DIB determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Trustee and DIB determine is reasonably necessary);

Benchmark Replacement Date means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of paragraph (a) or (b) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

(b) in the case of paragraph (c) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

Benchmark Transition Event means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component), which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

ISDA means the International Swaps and Derivative Association, Inc. or any successor thereto;

ISDA Definitions means (a) if "2006 ISDA Definitions" is specified in the applicable Final Terms, the 2006 ISDA Definitions, as published by ISDA and as amended and updated as at the Issue Date of the first Tranche of the Certificates; or (b) if "2021 ISDA Definitions" is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Certificates;

ISDA Fallback Adjustment means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

ISDA Fallback Rate means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

Reference Time with respect to any determination of the Benchmark means (i) if the Benchmark is SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not SOFR, the time determined by the Trustee and DIB after giving effect to the Benchmark Replacement Conforming Changes;

Relevant Governmental Body means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

Unadjusted Benchmark Replacement means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

7.7 **Cessation of Profit Entitlement**

No further amounts will be payable on any Certificate from and including the Scheduled Dissolution Date or, as the case may be, the relevant Dissolution Date, unless default is made in the payment of the relevant Dissolution Amount, as a result of the failure of DIB to pay the relevant Exercise Price and enter into a sale agreement in accordance with the terms of the Purchase Undertaking or the Sale Undertaking, as the case may be, in which case Periodic Distribution Amounts will continue to accrue in respect of the Certificates in the manner provided in this Condition to the earlier of (i) the Relevant Date or (ii) the date on which a sale agreement is executed in accordance with the terms of the Purchase Undertaking or the Sale Undertaking, as the case may be.

7.8 **Calculation of Periodic Distribution Amount**

The Calculation Agent will, as soon as practicable after the time at which the Rate is to be determined in relation to each Return Accumulation Period, calculate the Periodic Distribution Amount payable in respect of each Certificate for such Return Accumulation Period. The Periodic Distribution Amount will be calculated by applying the Rate applicable to the relevant Return Accumulation Period to:

(a) in the case of Certificates which are represented by a Global Certificate, the aggregate outstanding face amount of the Certificates represented by such Global Certificate; or

(b) in the case of Certificates in definitive form, the Calculation Amount;

and, in each case, multiplying the product by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). Where the Specified Denomination of a Certificate in definitive form is a multiple of the Calculation Amount, the Periodic Distribution Amount payable in respect of such Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions:

Day Count Fraction means, in respect of the calculation of a Periodic Distribution Amount in accordance with this Condition:

(a) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365 (or, if any portion of that Return Accumulation Period falls in a leap year, the sum of (A) the actual number of

days in that portion of the Return Accumulation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Return Accumulation Period falling in a non-leap year divided by 365);

(b) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365;

(c) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365 or, in the case of a Periodic Distribution Date falling in a leap year, 366;

(d) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 360;

(e) if "30/360" "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless such number is 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

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

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31, in which case D_2 will be 30;

(g) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless (i) that day is the last day of February but not the Scheduled Dissolution Date or (ii) such number would be 31, in which case D_2 will be 30.

7.9 **Calculation of Other Amounts**

If the applicable Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent.

7.10 **Publication**

The Calculation Agent will cause each Rate and Periodic Distribution Amount determined by it, together with the relevant Periodic Distribution Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Trustee, DIB, the Delegate, the Paying Agents as soon as practicable after such determination but (in the case of each Rate, Periodic Distribution Amount and Periodic Distribution Date) in any event not later than the fourth day after such determination. Notice thereof shall also promptly be given to the Certificateholders. The Calculation Agent will be required 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, DIB, the Delegate, the Paying Agents and the Certificateholders as soon as practicable after such determination.

7.11 **Notifications, etc. to be final**

All communications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition by the

Calculation Agent will (in the absence of wilful default, bad faith or manifest or proven error) be binding on the Trustee, the Delegate, DIB, the Agents and all Certificateholders and (in the absence of wilful default or bad faith) no liability shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

7.12 **Calculation Agent**

If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent or (without prejudice to Condition 7.11) fails duly to determine any Rate, Periodic Distribution Amount and/or Periodic Distribution Date in accordance with the above provisions, the Trustee shall forthwith appoint another leading investment, merchant or commercial bank or financial institution to act as such in its place. The Calculation Agent may not be removed without a successor having been appointed as aforesaid.

8. PAYMENT

8.1 **Payments in respect of the Certificates**

Subject to Condition 8.2:

(a) payment in a Specified Currency other than Renminbi of any Dissolution Amount and any Periodic Distribution Amount will be made by transfer to the registered account of each Certificateholder; and

(b) payments in Renminbi will be made by transfer to a Renminbi account maintained by or on behalf of the Certificateholder with a bank in Hong Kong.

Payments of any Dissolution Amount will only be made against surrender of the relevant Certificate at the specified office of any of the Paying Agents. Each Dissolution Amount and each Periodic Distribution Amount will be paid to the holder shown on the Register at the close of business on the relevant Record Date.

In these Conditions:

(a) **Dissolution Amount** means, as appropriate, the Final Dissolution Amount, the Early Dissolution Amount (Tax), the Optional Dissolution Amount (Call), the Optional Dissolution Amount (Certificateholder Put), the Dissolution Amount for the purposes of Condition 14 or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the applicable Final Terms;

(b) **Payment Business Day** means:

(i) in the case where presentation and surrender of a definitive Certificate is required before payment can be made, a day on which banks in the relevant place of surrender of the definitive Certificate are open for presentation and payment of securities and for dealings in foreign currencies; and

(ii) in the case of payment by transfer to an account:

(A) if the currency of payment is euro, day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(B) if the currency of payment is not euro or Renminbi, any day which is a day on which dealings in foreign currencies may be carried on in the principal financial centre of the currency of payment and in each (if any) Additional Financial Centre; or

(C) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong; or

(D) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open;

(c) a Certificateholder's **registered account** means, in the case of payment in Renminbi, the Renminbi account maintained by or on behalf of the Certificateholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the relevant Record, Date or, in the case of a payment in a specified Currency other than Renminbi, the account maintained by or on behalf of such Certificateholder with a bank that processes such payments, details of which appear on the Register at the close of business on the relevant Record Date;

(d) a Certificateholder's **registered address** means its address appearing on the Register at that time; and

(e) **Record Date** means (i) (where the Certificate is represented by a Global Certificate), at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the Periodic Distribution Date, Scheduled Dissolution Date or Dissolution Date, as the case may be; or (ii) (where the Certificate is in definitive form), in the case of the payment of a Periodic Distribution Amount, the date falling at the close of business on the fifth day (in the case of Renminbi) and on the fifteenth day (in the case of a specified currency other than Renminbi) (whether or not such fifth day fifteenth day is a business day) before the relevant Periodic Distribution Date and, in the case of the payment of a Dissolution Amount, the date falling two Payment Business Days before the Scheduled Dissolution Date or Dissolution Date, as the case may be.

8.2 **Payments subject to Applicable Laws**

Payments in respect of Certificates are subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 11, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 11) any law implementing an intergovernmental approach thereto.

8.3 **Payment only on a Payment Business Day**

Payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated on the due date for payment or, in the case of a payment of any Dissolution Amount, if later, on the Payment Business Day on which the relevant definitive Certificate is surrendered at the specified office of a Paying Agent for value as soon as practicable thereafter.

Certificateholders will not be entitled to any additional payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day or if the relevant Certificateholder is late in surrendering its definitive Certificate (if required to do so).

If the amount of any Dissolution Amount or Periodic Distribution Amount is not paid in full when due, the Registrar will annotate the Register with a record of the amount in fact paid.

8.4 **RMB account**

All payments in respect of any Certificate or Periodic Distribution Amount in RMB will be made solely by credit to a registered RMB account maintained by or on behalf of the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of RMB in Hong Kong).

RMB Currency Event

If the Specified Currency of the Certificates is RMB and an RMB Currency Event, as determined by DIB or the Trustee acting in good faith, exists on a date for payment of any Dissolution Amount or Periodic Distribution Amount (in whole or in part) in respect of any Certificate, the Trustee's obligation to make a payment in RMB under the terms of the Certificates may be replaced by an obligation to pay such amount (in whole or in part) in the Relevant Currency and converted using the Spot Rate for the relevant Determination Date as promptly notified to the Trustee and the Paying Agents.

Upon the occurrence of an RMB Currency Event, the Trustee shall give notice as soon as practicable to the Certificates in accordance with Condition 17 stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

In such event, any payment of U.S. dollars will be made by transfer to a U.S. dollar denominated account maintained by the payee with a bank in New York City; and the definition of **Payment Business Day** in Condition 8.1 shall mean any day which (subject to Condition 12) is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in: (A) in the case of Certificates in definitive form only, the relevant place of presentation; and (B) London and New York City.

For the purpose of this Condition 8:

Determination Business Day means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and New York City;

Determination Date means the day which is two Determination Business Days before the due date of the relevant payment under the Certificates, other than where the Trustee properly determines that a RMB Currency Event has occurred at any time during the period from and including 10:01 a.m. (Hong Kong time) on the second Determination Business Day preceding the original due date to and including 11:59 p.m. (Hong Kong time) on the original due date, in which case the **Determination Date** will be the Determination Business Day immediately following the date on which the determination of the occurrence of a RMB Currency Event has been made;

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

Relevant Currency means U.S. dollars;

RMB Currency Events means any one of RMB Illiquidity, RMB Non-Transferability and RMB Inconvertibility;

RMB Illiquidity means the general RMB exchange market in Hong Kong becomes illiquid as a result of which the Trustee cannot obtain sufficient RMB in order to satisfy its obligation to pay an Periodic Distribution Amount or Dissolution Amount (in whole or in part) in respect of the Certificates, as determined by DIB or the Trustee acting in good faith and in a commercially reasonable manner following consultation with two independent foreign exchange dealers of international repute active in the RMB exchange market in Hong Kong;

RMB Inconvertibility means the occurrence of any event that makes it impossible for the Trustee to convert any amount due in respect of the Certificates into RMB on any payment date in the general RMB exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Trustee to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant

Series and it is impossible for the Trustee, due to an event beyond its control, to comply with such law, rule or regulation);

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

Spot Rate means the spot CNY/U.S.$ exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent shall determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by the State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8.4 by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Trustee, the Agents and all RMB Certificateholders.

9. AGENTS

9.1 Agents of Trustee

In acting under the Agency Agreement and in connection with the Certificates, the Agents act solely as agents of the Trustee and (to the extent provided therein) the Delegate and do not assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

9.2 Specified Offices

The initial Agents are set out in the Agency Agreement. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms. The Trustee reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents provided, however, that*:*

(a) there will at all times be a Principal Paying Agent;

(b) there will at all times be a Registrar;

(c) if a Calculation Agent (other than the Principal Paying Agent) has been appointed in the applicable Final Terms, there will at all times be a Calculation Agent; and

(d) 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,

Registrar 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

(e) there will at all times be 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.

Notice of any termination or appointment and of any changes in specified offices will be given to the Certificateholders promptly by the Trustee in accordance with Condition 17.

10. CAPITAL DISTRIBUTIONS OF THE TRUST

10.1 Scheduled Dissolution

Unless the Certificates are previously redeemed, or purchased and cancelled, in full, the Trustee will redeem each Certificate on the Scheduled Dissolution Date at the Final Dissolution Amount together with any Periodic Distribution Amounts payable. Upon payment in full of such amounts to the Certificateholders, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

10.2 Early Dissolution for Tax Reasons

The Certificates may be redeemed by the Trustee in whole, but not in part:

(a) at any time (if the Fixed Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable); or

(b) on any Periodic Distribution Date (if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable),

(such date, the **Tax Dissolution Date**) on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Certificateholders in accordance with Condition 17 (which notice shall be irrevocable), at the Early Dissolution Amount (Tax) together with any due but unpaid Periodic Distribution Amount, if a Tax Event occurs where **Tax Event** means:

(a) the determination by DIB that (1) the Trustee has or will become obliged to pay additional amounts as provided or referred to in Condition 11 as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction (as defined in Condition 11) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the relevant Series and (2) such obligation cannot be avoided by the Trustee taking reasonable measures available to it; or

(b) the receipt by the Trustee of notice from DIB that (1) DIB has or will become obliged to pay additional amounts pursuant to the terms of the Service Agency Agreement, the Purchase Undertaking and/or the Sale Undertaking as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the relevant Series and (2) such obligation cannot be avoided by DIB taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given unless an exercise notice has been received by the Trustee from DIB under the Sale Undertaking and no such notice of redemption shall be given earlier than 60 days prior to the earliest date on which (in the case of (a) above) the Trustee would be obliged to pay such additional amounts if a payment in respect of the Certificates were then due or (in the case of (b) above) DIB would be obliged to pay such additional amounts if a payment to the Trustee under the Service Agency Agreement was then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Trustee shall deliver to the Delegate (i) a certificate signed by one director of the Trustee (in the case of (a) above) or two Authorised Signatories of DIB (in the case of (b) above) stating that the Trustee is entitled to effect such dissolution and redemption and setting forth a statement of facts showing that the conditions precedent in (a) or (b) above to the right of the Trustee so to dissolve have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Trustee or DIB, as the case may be, has or will become obliged to pay such additional amounts as a result of such change or amendment. The Delegate shall be entitled to accept (without further investigation) any such certificate and opinion as sufficient evidence thereof in which event it shall be conclusive and binding on the Certificateholders. Upon the expiry of any such notice as is referred to in this Condition 10.2, the Trustee shall be bound to redeem the Certificates at the Early Dissolution Amount (Tax) together with any due but unpaid Periodic Distribution Amount and, upon payment in full of such amounts to the Certificateholders, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

10.3 **Dissolution at the Option of the Trustee**

If Optional Dissolution (Call) is specified in the applicable Final Terms as being applicable, the Certificates may be redeemed in whole but not in part on any Optional Dissolution Date, which must be a Periodic Distribution Date if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms, at the relevant Optional Dissolution Amount (Call) together with any due but unpaid Periodic Distribution Amounts on the Trustee giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Certificateholders in accordance with Condition 17 (which notice shall be irrevocable and shall oblige the Trustee to redeem the Certificates on the relevant Optional Dissolution Date). Upon such redemption, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof; provided, however, that no such notice of redemption shall be given unless the Trustee has received an exercise notice from DIB under the Sale Undertaking.

Optional Dissolution (Call) and Certificateholder Put Right may not both be specified as applicable in the applicable Final Terms.

10.4 **Dissolution at the option of the Certificateholders**

If Certificateholder Put Right is specified in the applicable Final Terms as being applicable, upon the holder of any Certificate giving to the Trustee in accordance with Condition 17 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms the Trustee will, upon the expiry of such notice, redeem such Certificate on the Certificateholder Put Right Date and at the Optional Dissolution Amount (Certificateholder Put) together with any due but unpaid Periodic Distribution Amounts. Certificates may be redeemed under this Condition 10.4 in any multiple of their lowest Specified Denomination.

To exercise the right to require redemption of this Certificate the holder of this Certificate must, if this Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of the Registrar at any time during normal business hours of the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of the Registrar (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition 10.4 and the face amount thereof to be redeemed and, if less than the full amount of the Certificates so surrendered is to be redeemed, an address to which a new Certificate in respect of the balance of such Certificate is to be sent subject to and in accordance with the provisions of Condition 2.2.

If this Certificate is represented by a Global Certificate or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Certificate

the holder of this Certificate must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on such Certificateholder's instruction by Euroclear, Clearstream, Luxembourg or any depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and if this Certificate is represented by a Global Certificate, at the same time present or procure the presentation of the relevant Global Certificate to the Principal Paying Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg by a holder of any Certificate pursuant to this Condition 10.4 shall be irrevocable except where, prior to the due date of redemption, a Dissolution Event has occurred and the Delegate has declared the Certificates to be redeemed pursuant to Condition 14, in which event such holder, at its option, may elect by notice to the Trustee to withdraw the notice given pursuant to this Condition 10.4.

Certificateholder Put Right and Optional Dissolution (Call) may not both be specified as applicable in the applicable Final Terms.

10.5 **No other Dissolution**

The Trustee shall not be entitled to redeem the Certificates or dissolve the Trust, otherwise than as provided in this Condition, Condition 13 and Condition 14.

10.6 **Dissolution Date**

In these Conditions, the expression **Dissolution Date** means, as the case may be, (a) following the occurrence of a Dissolution Event (as defined in Condition 14), the date on which the Certificates are redeemed in accordance with the provisions of Condition 14, (b) the date on which the Certificates are redeemed in accordance with the provisions of Condition 10.2, (c) any Optional Dissolution Date or (d) any Certificateholder Put Right Date.

11. TAXATION

All payments in respect of the Certificates shall be made free and clear of and without withholding or deduction for, or on account of, any present or future Taxes, unless the withholding or deduction of the Taxes is required by law. In such event, the Trustee will pay additional amounts so that the full amount which otherwise would have been due and payable under the Certificates is received by the parties entitled thereto, except that no such additional amount shall be payable in relation to any payment in respect of any Certificate:

(a) presented for payment (where presentation is required) in a Relevant Jurisdiction; or

(b) the holder of which is liable for such Taxes in respect of such Certificate by reason of having some connection with a Relevant Jurisdiction other than the mere holding of such Certificate; or

(c) presented for payment (where presentation is required) more than 30 days after the Relevant Date (as defined below) except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Business Day.

As used in these Conditions:

Relevant Date means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the principal financial centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which the full amount has been so received and notice to that effect has duly been given to the Certificate holders in accordance with Condition 17;

Relevant Jurisdiction means: (i) in the case of payments to be made by the Trustee, the Cayman Islands; or (ii) in the case of payments to be made by DIB (acting in any capacity), the United Arab Emirates or any Emirate therein or, in each case, any political subdivision or authority thereof or therein having the power to tax; and

Taxes means any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction.

The Purchase Undertaking, the Sale Undertaking and the Service Agency Agreement provide that payments and transfers thereunder by DIB, shall be made free and clear of and without withholding or deduction for, or on account of, any present or future Taxes, unless the withholding or deduction of the Taxes is required by law and, in such case, provide for the payment or transfer, as the case may be, by DIB of additional amounts so that the full amount which would otherwise have been due and payable or transferable, as the case may be, is received by the Trustee.

12. PRESCRIPTION

The right to receive distributions in respect of the Certificates will be forfeited unless claimed within a period of 10 years (in the case of Dissolution Amounts) and a period of five years (in the case of Periodic Distribution Amounts) from the Relevant Date in respect thereof, subject to the provisions of Condition 8.

13. PURCHASE AND CANCELLATION OF CERTIFICATES

13.1 Purchases

DIB or any of its Subsidiaries may at any time purchase Certificates at any price in the open market or otherwise.

For the purposes of these Conditions, **Subsidiary** means, in relation to DIB, any entity whose financial statements at any time are required by law or in accordance with provisions of generally accepted accounting principles to be fully consolidated with those of DIB.

13.2 Cancellation of Certificates

All Certificates which are redeemed, and all Certificates purchased by or on behalf of DIB or any of its Subsidiaries and delivered by DIB to the Principal Paying Agent for cancellation, will forthwith be cancelled and accordingly such Certificates may not be held, reissued or resold.

14. DISSOLUTION EVENTS

Upon the occurrence and continuation of any of the following events (**Dissolution Events**):

(a) default is made in the payment of any Dissolution Amount or any Periodic Distribution Amount on the due date for payment thereof and such default continues unremedied for a period of seven days; or

(b) the Trustee fails to perform or observe any of its other duties, obligations or undertakings under the Transaction Documents and (except in any case where, in the opinion of the Delegate, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days following the service by the Delegate of a notice on the Trustee requiring the same to be remedied; or

(c) a DIB Event (as defined in the Purchase Undertaking) occurs; or

(d) the Trustee repudiates any Transaction Document or does or causes to be done any act or thing evidencing an intention to repudiate any Transaction Document; or

(e) at any time it is or will become unlawful or impossible for the Trustee to perform or comply with any or all of its obligations under the Transaction Documents to which it is party or any of the obligations of the Trustee under the Transaction Documents to which it is a party are not or cease to be legal, valid, and binding; or

(f) either (i) the Trustee becomes insolvent or is unable to pay its debts as they fall due or (ii) an administrator or liquidator of the whole or substantially the whole of the undertaking, assets and revenues of the Trustee is appointed (or application for any such appointment is made) or (iii) the Trustee takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or (iv) the Trustee ceases or threatens to cease to carry on all or substantially the whole of its business (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

(g) an order or decree is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Trustee; or

(h) any event occurs which under the laws of the Cayman Islands has an analogous effect to any of the events referred to in paragraph (f) and (g) above,

the Delegate (subject to it being indemnified and/or secured and/or prefunded to its satisfaction), if notified in writing of the occurrence of such Dissolution Event, shall give notice of the occurrence of such Dissolution Event to the holders of Certificates in accordance with Condition 17 with a request to such holders to indicate if they wish the Certificates to be redeemed and the Trust to be dissolved. If so requested in writing by the holders of at least one-fifth of the then aggregate face amount of the Certificates outstanding or if so directed by an Extraordinary Resolution of the holders of the Certificates (each a **Dissolution Request**), the Delegate shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice of the Dissolution Request to the Trustee, DIB and all the holders of the Certificates in accordance with Condition 17 whereupon the Certificates shall be immediately redeemed at the Dissolution Amount specified in the applicable Final Terms, together with any due but unpaid Periodic Distribution Amounts on the date of such notice. Upon payment in full of such amounts, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

15. ENFORCEMENT AND EXERCISE OF RIGHTS

15.1 Enforcement

Upon the occurrence of a Dissolution Event and the giving of notice of a Dissolution Request to the Trustee by the Delegate, to the extent that the amounts payable in respect of the Certificates have not been paid in full pursuant to Condition 14, subject to Condition 15.2 the Delegate shall (subject to being indemnified and/or secured and/or prefunded to its satisfaction), take one or more of the following steps:

(a) enforce the provisions of the Purchase Undertaking and/or the Service Agency Agreement against DIB; and/or

(b) take such other steps as the Delegate may consider necessary in its absolute discretion to protect the interests of the Certificateholders.

Notwithstanding the foregoing but subject to Condition 15.2, the Delegate may at any time, at its discretion and without notice, take such proceedings and/or other steps as it may think fit against or in relation to each of the Trustee and/or DIB to enforce their respective obligations under the Transaction Documents, these Conditions and the Certificates.

15.2 **Delegate not obliged to take Action**

The Delegate shall not be bound in any circumstances to take any action to enforce or to realise the Trust Assets or take any action against the Trustee and/or DIB under any Transaction Document unless directed or requested to do so (a) by an Extraordinary Resolution or (b) in writing by the holders of at least one-fifth of the then aggregate face amount of the Certificates outstanding and in either case then only if it shall be indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing provided that the Delegate shall not be liable for the consequences of exercising its discretion or taking any such action and may do so without having regard to the effect of such action on individual Certificateholders.

15.3 **Direct Enforcement by Certificateholder**

No Certificateholder shall be entitled to proceed directly against the Trustee and/or DIB or provide instructions (not otherwise permitted by the Trust Deed) to the Delegate to proceed against the Trustee and/or DIB under any Transaction Document unless the Delegate, having become bound to proceed (a) fails to do so within a reasonable period or (b) is unable by reason of an order of a court having competent jurisdiction) to do so, and such failure or inability is continuing. Under no circumstances shall the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets (other than pursuant to the Transaction Documents) and the sole right of the Delegate and the Certificateholders against the Trustee and DIB shall be to enforce their respective obligations under the Transaction Documents.

15.4 **Limited Recourse**

The foregoing paragraphs in this Condition are subject to this paragraph. After enforcing or realising the Trust Assets and distributing the proceeds of the Trust Assets in accordance with Condition 4.2 and the Trust Deed, the obligations of the Trustee in respect of the Certificates shall be satisfied and no holder of the Certificates may take any further steps against the Trustee, the Delegate or any other person to recover any further sums in respect of the Certificates and the right to receive any sums unpaid shall be extinguished. In particular, no holder of the Certificates shall be entitled in respect thereof to petition or to take any other steps for the winding-up of DIB Sukuk Limited.

16. REPLACEMENT OF DEFINITIVE CERTIFICATES

Should any definitive Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Registrar (and if the Certificates are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its specified office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Trustee, DIB, the Registrar, the Paying Agent or the Transfer Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

17. NOTICES

All notices to Certificateholders will be valid if:

(a) published in a daily newspaper having general circulation in the Republic of Ireland (which is expected to be the *Irish Times*) approved by the Delegate or published on the website of Euronext Dublin (*https://live.euronext.com/*) or, if in either case such publication is not practicable, in a leading English language newspaper having general circulation in Europe approved by the Delegate; or

(b) mailed to them by first class pre-paid registered mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective registered addresses.

The Trustee shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system (if any) by which the Certificates have then been admitted to listing, trading and/or quotation including publication on the website of the relevant listing authority, relevant stock exchange or relevant quotation system if required by those rules. Any notice shall be deemed to have been given on the day after being so mailed or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

Until such time as any definitive Certificates are issued, there may, so long as any Global Certificate representing the Certificates is held on behalf of one or more clearing systems, be substituted for such publication in such newspaper(s) or such website(s) the delivery of the relevant notice to the relevant clearing systems for communication by them to the Certificateholders and, in addition, for so long as any Certificates are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the Certificateholders on the day after the day on which the said notice was given to the relevant clearing systems.

Notices to be given by any Certificateholder shall be in writing and given by lodging the same with the Principal Paying Agent. Whilst any of the Certificates are represented by a Global Certificate held on behalf of one or more clearing systems, such notice may be given by any holder of a Certificate to the Principal Paying Agent through the clearing system in which its interest in the Certificates is held in such manner as the Principal Paying Agent and the relevant clearing system may approve for this purpose.

18. MEETINGS OF CERTIFICATEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

18.1 The Master Trust Deed contains provisions for convening meetings of Certificateholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or the provisions of the Trust Deed. The quorum at any meeting for passing an Extraordinary Resolution will be one or more Eligible Persons (as defined in the Master Trust Deed) present holding or representing in the aggregate more than 50 per cent. of the then outstanding aggregate face amount of the Certificates, or at any adjourned such meeting one or more Eligible Persons present whatever the outstanding face amount of the Certificates held or represented by them, except that any meeting the business of which includes the modification of certain provisions of the Certificates (including modifying the Scheduled Dissolution Date, reducing or cancelling any amount payable in respect of the Certificates or altering the currency of payment of the Certificates or amending Condition 5 and certain covenants given by DIB in the Transaction Documents), the quorum shall be one or more Eligible Persons present holding or representing not less than two-thirds in the outstanding face amount of the Certificates, or at any adjourned such meeting one or more Eligible Persons present holding or representing not less than one-third in the outstanding face amount of the Certificates. The expression **Extraordinary Resolution** is defined in the Master Trust Deed to mean any of (i) a resolution passed at a meeting duly convened and held by a majority consisting of not less than 75 per cent. of the votes cast, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in face amount of the Certificates or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Delegate) by or on behalf of not less than 75 per cent. in face amount of the Certificates for the time being outstanding.

18.2 The Delegate may agree, without the consent or sanction of the Certificateholders, to any modification (other than in respect of a Reserved Matter) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent or sanction as aforesaid, that any Dissolution Event or an event which, with the giving of notice, lapse of time, determination of materiality or

fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a Dissolution Event shall not be treated as such if, in the opinion of the Delegate, (a) such modification is of a formal, minor or technical nature, (b) such modification is made to correct a manifest error or (c) such modification, waiver, authorisation or determination is not, in the opinion of the Delegate, materially prejudicial to the interests of the Certificateholders. No such direction or request will affect a previous consent, waiver, authorisation or determination.

18.3 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Delegate shall have regard to the general interests of the Certificateholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof) and the Delegate shall not be entitled to require, nor shall any Certificateholder be entitled to claim from the Delegate or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders.

18.4 Any modification, abrogation, waiver, authorisation or determination shall be binding on all the Certificateholders and shall be notified to the Certificateholders as soon as practicable thereafter in accordance with Condition 17.

19. INDEMNIFICATION AND LIABILITY OF THE DELEGATE AND THE TRUSTEE

19.1 The Trust Deed contains provisions for the indemnification of each of the Delegate and the Trustee in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction as well as provisions entitling the Delegate to be paid its costs and expenses in priority to the claims of the Certificateholders.

19.2 Neither the Delegate nor the Trustee makes any representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of DIB under the Transaction Documents and shall not under any circumstances have any liability or be obliged to account to the Certificateholders in respect of any payments which should have been made by DIB but are not so made and shall not in any circumstances have any liability arising from or in relation to the Trust Assets other than as expressly provided in these Conditions or in the Trust Deed.

19.3 Each of the Trustee and the Delegate is exempted from (i) any liability in respect of any loss or theft of the Trust Assets or any cash, (ii) any obligation to insure the Trust Assets or any cash and (iii) any claim arising from the fact that the Trust Assets or any cash are held by or on behalf of the Trustee or on deposit or in an account with any depositary or clearing system or are registered in the name of the Trustee or its nominee, unless such loss or theft arises as a result of wilful default by the Trustee or the Delegate, as the case may be.

19.4 The Trust Deed also contains provisions pursuant to which the Delegate is entitled, *inter alia*, (a) to enter into business transactions with DIB and/or any of its Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to DIB and/or any of its Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Certificateholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

20. FURTHER ISSUES

In respect of any Series, the Trustee may from time to time (but subject always to the provisions of the Master Trust Deed) without the consent of the Certificateholders create and issue additional

Certificates having the same terms and conditions as the outstanding Certificates of such Series or terms and conditions which are the same in all respects save for the date and amount of the first payment of the Periodic Distribution Amount and the date from which Periodic Distribution Amounts start to accrue, and so that the same shall be consolidated and form a single Series with the outstanding Certificates of such Series. Any additional Certificates which are to form a single Series with the outstanding Certificates of a particular Series shall be constituted by a deed supplemental to the Trust Deed. References in these Conditions to the Certificates include (unless the context requires otherwise) any other Certificates issued pursuant to this Condition and forming a single Series with such Certificates.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 The Trust Deed, the Certificates and these Conditions (including the remaining provisions of this Condition 22) and any non-contractual obligations arising out of or in connection with the Trust Deed, the Certificates and these Conditions are governed by, and shall be construed in accordance with, English law.

22.2 Subject to Condition 22.3, any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Trust Deed, the Certificates and these Conditions (including any dispute as to their existence, validity, interpretation, performance, breach or termination of the Trust Deed, the Certificates and these Conditions or the consequences of the nullity of any of them or a dispute relating to any non-contractual obligations arising out of or in connection with them) (a **Dispute**) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (the **LCIA**) (the **Rules**), which Rules (as amended from time to time) are incorporated by reference into this Condition. 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.

22.3 Notwithstanding Condition 22.2 above, the Delegate (or, but only where permitted to take action in accordance with the terms of the Trust Deed, any Certificateholder) may, in the alternative, and at its sole discretion, by notice in writing to the Trustee:

(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 Condition 22.4 and, subject as provided below, any arbitration commenced under Condition 22.2 in respect of that Dispute will be terminated. With the exception of the Delegate (whose costs will be borne by the Trustee, failing which DIB), each of the parties to the terminated arbitration will bear its own costs in relation thereto.

If any notice to terminate is given after service of any Request for Arbitration in respect of any Dispute, the Trustee must 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 their appointment is terminated;

(b) their entitlement to be paid their 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.

22.4 In the event that a notice pursuant to Condition 22.3 is issued, the following provisions shall apply:

(a) subject to Condition 22.4(c) below, the courts of England or the courts of the Dubai International Financial Centre, at the option of the Delegate, 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, at the option of the Delegate, are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and

(c) this Condition 22.4 is for the benefit of the Delegate and the Certificateholders only. As a result, and notwithstanding Condition 22.4(a) above, the Delegate and any Certificateholder (where permitted so to do) may take proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction. To the extent allowed by law, the Delegate and the Certificateholders may take concurrent Proceedings in any number of jurisdictions.

22.5 Each of the Trustee and DIB has in the Trust Deed appointed Maples and Calder at its registered office at 6th Floor, DUO, 280 Bishopsgate, London EC2M 4RB as its agent for service of process and has undertaken 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 matter permitted by law.

22.6 Under the Trust Deed, DIB has agreed that, to the extent that it may claim for itself or its assets or revenues immunity from jurisdiction, enforcement, prejudgment 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 has irrevocably and unconditionally waived such immunity in relation to any Proceedings or Disputes. Further, DIB has irrevocably and unconditionally consented to the giving of any relief or the issue of any legal proceedings, including, without limitation, jurisdiction, enforcement, prejudgment proceedings and injunctions in connection with any Proceedings or Disputes.

22.7 Each of the Trustee, the Delegate and DIB has agreed in the Trust Deed that if any arbitration is commenced in relation to a Dispute and/or any Proceedings are brought by or on behalf of a party under the Trust Deed, 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 an arbitrator as a result of such arbitration and/or by a court as a result of such Proceedings.

USE OF PROCEEDS

The net proceeds of each Tranche of Certificates issued will be paid by the Trustee (as Purchaser) to DIB, for the purchase from DIB of all of its rights, title, interests, benefits and entitlements in, to and under (in the case of the first Tranche of the relevant Series of Certificates) the relevant Initial Portfolio, and (in the case of any subsequent Tranche of such Series) the relevant Additional Portfolio.

Save in respect of Certificates that are Sustainable Financing Instruments and SL Certificates, DIB will use the net proceeds from the issue of each Tranche of Certificates for its general corporate purposes, including for its general financing and refinancing requirements, or for any other purpose specified in the applicable Final Terms.

Certificates that are Sustainable Financing Instruments

In relation to each Tranche of Certificates that are Sustainable Financing Instruments, the SF equivalent amount will be applied by DIB to finance and/or refinance, in whole or in part, Eligible Sustainable Projects (for the avoidance of doubt, the SF equivalent amount in respect of Certificates identified as (i) Green Certificates in the applicable Final Terms will be used to finance and/or refinance only green categories of Eligible Sustainable Projects, (ii) Social Certificates in the applicable Final Terms will be used to finance and/or refinance only social categories of Eligible Sustainable Projects and (ii) Sustainability Certificates in the applicable Final Terms will be used to finance and/or refinance either or both the green and social categories of Eligible Sustainable Projects). For a discussion of the types of project included in the definition of Eligible Sustainable Projects and the manner in which they will be identified, monitored and managed, see "*Description of the Group – Sustainable Finance and Sustainability-linked Finance Facilities financing Frameworks*".

The SF Framework is aligned with (i) the International Capital Market Association (**ICMA**) Green Bond Principles (**GBPs**) 2025, Social Bond Principles (**SBPs**) 2025 and Sustainability Bond Guidelines (**SBGs**) 2021 published by ICMA from time to time and (ii) the Loan Market Association (**LMA**) Green Loan Principles (**GLPs**) 2025 and Social Loan Principles (**SLPs**) 2025 published by the LMA from time to time (together, the **Principles**). It also follows the ICMA Guidance on Green, Social and Sustainability Sukuk 2024.

DIB has appointed ISS ESG to assess the SF Framework and its alignment with the Principles and to issue a Second Party Opinion accordingly. The Second Party Opinion, which concludes that the SF Framework is in line with the Principles, has been published on DIB's website, https://www.dib.ae/about-us/investor-relations.

If a project to which all or part of the equivalent amount has been applied ceases for any reason to be an Eligible Sustainable Project, DIB shall endeavour to substitute such project for a replacement Eligible Sustainable Project as soon as practicable once an appropriate replacement Eligible Sustainable Project has been identified.

DIB intends to publish a Sustainable Finance Report that will include allocation and impact reporting on its Eligible Sustainable Projects on an annual or more frequent basis in line with the approach described in the SF Framework.

None of the SF Framework, the Principles, the Second Party Opinion, or any of the above reports, verification assessments or the contents of any of the above websites are incorporated in or form part of this Base Prospectus. See also "*Risk Factors – Factors which are material for the purpose of assessing the market risks associated with Certificates Issued under the Programme – The use of proceeds of the Certificates of any Series identified as Sustainable Certificates in the applicable Final Terms may not meet investor expectations or requirements or be suitable for an investor's investment criteria*".

SL Certificates

In relation to each Tranche of SL Certificates, the SL Certificate equivalent amount will be applied by DIB to finance and/or refinance, in whole or in part, the SLF Facilities Portfolio, which is a portfolio of general corporate purpose sustainability-linked facilities, see "*Description of the Group – Sustainable Finance and*

Sustainability-linked Financing Frameworks". The SLF Framework follows the Guidelines for Sustainability-Linked Loans financing Bonds published by ICMA.

The SLF Framework does not seek alignment with the Principles and SL Certificates are not "green", "sustainable" or "social" instruments.

DIB has appointed Institutional Shareholder Services (ISS) Corporate Solutions Inc to provide an external review of the SLF Framework. This review and the SLF Framework have been published on DIB's Sustainability and Investor Relations website pages, https://www.dib.ae/sustainability and https://www.dib.ae/about-us/investor-relations.

If an SLF Facility ceases to be eligible in any year it will be excluded from the SLF Facilities Portfolio but may be reinstated in any subsequent year in which it becomes eligible.

DIB intends to publish an annual Sustainable Finance Report that will include allocation and impact reporting on its SLF Facilities Portfolio on an annual or more frequent basis in line with the approach described in the SLF Framework.

None of the SLF Framework or any of the above reports, including the external review or the contents of DIB's website are incorporated in or form part of this Base Prospectus. See also "*Risk Factors – Factors which are material for the purpose of assessing the market risks associated with Certificates Issued under the Programme – The use of proceeds of the Certificates of any Series identified as Sustainable Certificates in the applicable Final Terms may not meet investor expectations or requirements or be suitable for an investor's investment criteria"*.

DESCRIPTION OF THE TRUSTEE

General

DIB Sukuk Limited, a Cayman Islands exempted company with limited liability, was incorporated on 30 April 2012 under the Companies Act (As Revised) of the Cayman Islands with company registration number 268522. The Trustee has been established as a special purpose vehicle for the sole purpose of issuing Certificates under the Programme and entering into the transactions contemplated by the Transaction Documents. The registered office of the Trustee is at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands and its telephone number is +1 345 945 7099.

The authorised share capital of the Trustee is U.S.$50,000 divided into 50,000 ordinary shares of U.S.$1.00 par value each, 250 of which have been issued. All of the issued shares (the **Shares**) are fully-paid and are held by MaplesFS Limited as share trustee (the **Share Trustee**) under the terms of a trust deed (the **Share Trust Deed**) dated 10 May 2012 under which the Share Trustee holds the Shares in trust until the termination of the period commencing on 10 May 2012 and ending 149 years from such date or such earlier date as the trustees of the Share Declaration of Trust may determine (the **Termination Date**). Prior to the Termination Date, the trust is an accumulation trust, but the Share Trustee has the power to benefit Qualified Charities (as defined in the Share Trust Deed). It is not anticipated that any distribution will be made whilst any Certificate is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Shares.

Business of the Trustee

The Trustee has no prior operating history or prior business other than in connection with the Certificates issued thus far under the Programme and will not have any substantial liabilities other than in connection with the Certificates issued and, to be issued, under the Programme. The Certificates are the obligations of the Trustee alone and not the Share Trustee.

The objects for which the Trustee is established are set out in clause 3 of its Memorandum of Association as registered or adopted on 30 April 2012.

Financial Statements

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements.

Directors of the Trustee

The Directors of the Trustee are as follows:

Name:	Principal Occupation:
Jamie Sanford.....	Vice President at MaplesFS Limited
Anand VinodKumar	Vice President at MaplesFS Limited

The business address of Jamie Sanford and Anand VinodKumar is MaplesFS Limited, P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands.

There are no potential conflicts of interest between the private interests or other duties of the Directors listed above and their duties to the Trustee.

The Trustee Administrator

MaplesFS Limited acts as the administrator of the Trustee (in such capacity, the **Trustee Administrator**). The office of the Trustee Administrator serves as the general business office of the Trustee. Through the office, and pursuant to the terms of the Corporate Services Agreement, the Trustee Administrator has agreed to perform in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time

various management functions on behalf of the Trustee and the provision of certain clerical, administrative and other services until termination of the Corporate Services Agreement. The Trustee and the Trustee Administrator have also entered into a registered office agreement (the **Registered Office Agreement**) for the provision of registered office facilities to the Trustee. In consideration of the foregoing, the Trustee Administrator receives various fees payable by the Trustee at rates agreed upon from time to time, plus expenses. The terms of the Corporate Services Agreement and the Registered Office Agreement provide that either the Trustee or the Trustee Administrator may terminate such agreements upon the occurrence of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Corporate Services Agreement and the Registered Office Agreement provide that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party with a copy to any applicable rating agency.

The Trustee Administrator is subject to the overview of the Trustee's Board of Directors.

The Trustee Administrator's principal office is P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman KY1-1102, Cayman Islands.

The Directors of the Trustee are all employees or officers of the Trustee Administrator (or an affiliate thereof). The Trustee has no employees and is not expected to have any employees in the future.

SELECTED FINANCIAL INFORMATION

The following information has been extracted from, and should be read in conjunction with, and is qualified in its entirety by reference to, the Annual Financial Statements and the other information contained in this Base Prospectus. The Annual Financial Statements have been prepared in accordance with IFRS.

The following table sets forth selected consolidated financial information and business ratios for the Group as at 31 December in, and for each of, 2025, 2024 and 2023. The statement of profit or loss data and statement of financial position data have been extracted from the Annual Financial Statements or the Group's management accounts and have been presented in separate tables in AED and, for convenience only, in U.S. dollars.

	For the year ended 31 December		
Statement of profit or loss highlights	**2025**	**2024**	**2023**
		(AED millions)	
Income from Islamic financing and investing transactions	19,548	19,454	17,227
Total income	23,827	23,341	20,142
Depositors' and sukuk holders' share of profit	(10,576)	(10,505)	(8,477)
Impairment charges, net	(485)	(407)	(1,396)
Profit for the year before income tax expense	9,003	9,005	7,108
Net profit for the year	7,808	8,165	7,010
Net profit attributable to owners of the Bank	7,500	7,934	6,798

	As at 31 December		
Statement of financial position highlights	**2025**	**2024**	**2023**
		(AED millions)	
Total assets	415,948	344,687	314,292
Total liabilities	362,813	291,834	266,857
Total equity	53,135	52,853	47,434
Gross financing and investing assets and investments in bilateral sukuk[(1)]	270,555	223,848	213,017
Impaired financing and investing assets[(2)]	7,167	9,138	11,497
Collateral held relating to facilities individually determined to be impaired[(3)]	7,085	8,083	7,996
Provisions for impairment[(4)]	5,915	6,761	8,903
Customers' deposits	320,184	248,546	222,054

	For the year ended 31 December		
Statement of profit or loss highlights	**2025**	**2024**	**2023**
		(U.S.$ millions)	
Income from Islamic financing and investing transactions	5,323	5,297	4,691
Total income	6,488	6,356	5,485
Depositors' and sukuk holders' share of profit	(2,880)	(2,860)	(2,308)
Impairment charges, net	(132)	(111)	(380)
Profit for the year before income tax expense	2,451	2,452	1,935
Net profit for the year	2,126	2,223	1,909
Net profit attributable to owners of the Bank	2,042	2,160	1,851

	As at 31 December		
Statement of financial position highlights	**2025**	**2024**	**2023**
		(U.S.$ millions)	
Total assets	113,260	93,856	85,580
Total liabilities	98,792	79,465	72,664
Total equity	14,468	14,392	12,916
Gross financing and investing assets and investments in bilateral sukuk[(1)]	73,671	60,953	58,003
Impaired financing and investing assets[(2)]	1,952	2,488	3,130
Collateral held relating to facilities individually determined to be impaired[(3)]	1,929	2,201	2,177
Provisions for impairment[(4)]	1,611	1,841	2,424

Statement of financial position highlights	As at 31 December 2025	2024	2023
		(U.S.$ millions)	
Customers' deposits	87,184	67,678	60,464

Key business ratios	As at and for the year ended 31 December 2025	2024	2023
		(%)	
Impaired ratio[5]	2.7	4.1	5.4
Provision coverage ratio[6]	120	97	90
Overall coverage ratio[7]	160	138	121
Total capital adequacy ratio[8]	15.5	18.3	17.3
Common Equity Tier 1 ratio[8]	12.3	13.2	12.8
Return on tangible equity[9]	19	22	20
Return on assets[10]	2.1	2.5	2.3
Net profit margin[11]	2.6	3.0	3.1
Financing /customers' deposits[12]	82	85.5	90
Cost to income ratio[13]	28	26.7	27.1

Notes:

(1) Comprises total Islamic financing and investing assets amounting to AED 267,970 million (31 December 2025), AED 219,187 million (31 December 2024) and AED 208,356 million (31 December 2023) and investments in bilateral sukuk amounting to AED 2,585 million (31 December 2025), AED 4,661 million (31 December 2024) and AED 4,661 million (31 December 2023). See note 9.1 to each of the Annual Financial Statements (for Islamic financing and investing assets) and note 10.1 to the each of Annual Financial Statements for investments in bilateral sukuk).

(2) Impaired financing and investing assets comprises the sum of the gross book value of Stage 3 and POCI Islamic financing and investing assets, net as shown in note 9.2 to each of the Annual Financial Statements.

(3) See note 9.5 to the 2025 Financial Statements and note 9.4 to the 2024 Financial Statements.

(4) See note 9.1 to each of the Annual Financial Statements.

(5) Impaired ratio is the ratio of impaired Islamic financing and investing assets (including POCI assets) to gross financing and investing assets and investments in bilateral sukuk.

(6) Provision coverage ratio is the ratio of provisions for impairment to impaired investing and financing assets.

(7) Overall coverage ratio is the ratio of the aggregate of (i) provisions for impairment and (ii) the discounted value of collateral (which amounted to AED 2,891 million (31 December 2025), AED 3,767 million (31 December 2024) and AED 3,580 million (31 December 2023)) to impaired investing and financing assets.

(8) Calculated according to Central Bank methodology.

(9) Return on tangible equity is the ratio of (i) net profit attributable to owners of the Bank after deduction of profit distribution on Tier 1 Sukuk to (ii) average equity, with the result adjusted for estimated distribution (with average equity for each of 2025, 2024 and 2023 calculated as the sum of equity excluding Tier 1 Sukuk as at 31 December immediately preceding the relevant year plus equity excluding Tier 1 Sukuk as at 31 December in the relevant year divided by two and estimated distribution amounting to AED 3,252 million (31 December 2025), AED 3,252 million (31 December 2024) and AED 3,252 million (31 December 2023)).

(10) Return on assets is the ratio of net profit for the year to average total assets, with the result adjusted for estimated distribution (with average total assets for each of 2025, 2024 and 2023 calculated as the sum of total assets as at 31 December immediately preceding the relevant year plus total assets as at 31 December in the relevant year divided by two).

(11) Net profit margin is the ratio of net funded income (being income from Islamic financing and investing transactions less depositors' and sukuk holders' share of profit) to average earning assets (being the aggregate of Islamic financing and investing assets, net, investment in Islamic sukuk measured at amortised cost (as identified in note 46.1 to each of the Financial Statements), due from banks and financial institutions (in the form of wakala deposits and treasury placements (commodity murabaha) – short term (as identified in note 8.1 to each of the Annual Financial Statements) and certificates of deposit with the Central Bank of the UAE (as identified in note 7.1 to each of the Annual Financial Statements), with the average calculated as the sum of the respective totals as at 31 December immediately preceding the relevant year plus the sum of the respective totals as at 31 December in the relevant year divided by two).

(12) Financing/customers' deposits is the ratio of Islamic financing and investing assets, net to customers' deposits.

(13) Cost to income ratio is the ratio of total operating expenses to net income.

DESCRIPTION OF THE GROUP

OVERVIEW

DIB is the world's first full service Islamic bank and is one of the largest Islamic banks in the world, in terms of assets. As at 31 March 2026, the Group's total assets were AED 419,916 million (U.S.$114,341 million). DIB was established in the Emirate of Dubai on 12 March 1975, with the objective of providing banking and other financial services tailored to adhere to the principles of Islamic Sharia.

The core business areas of the Group are Consumer Banking, Commercial Banking, Corporate Banking, Real Estate & Contracting Finance, Investment Banking and Treasury. The Group offers a wide range of Sharia-compliant retail, SME and wholesale banking, treasury, investment banking and capital markets products and services to more than five million retail, corporate and institutional clients through a network of 56 branches across the UAE and approximately 480 branches internationally across six countries outside the UAE. In addition to its main office and branches in Dubai, the Group operates across all the other Emirates of the UAE, namely Abu Dhabi, Ajman, Fujairah, Ras Al Khaimah, Sharjah and Umm Al Quwain. Outside the UAE, the Group has operations through subsidiaries in Pakistan and Kenya, and associates in Indonesia, Sudan and Bosnia. The Group also has a representative office in Türkiye and acquired a 20 per cent. shareholding in a Turkish digital financial services group in 2023 which it increased to 25 per cent. in 2025.

The head office of DIB is located on Al Maktoum Street, Deira, P.O. Box 1080, Dubai, UAE and its telephone number is +971 4 295 3000. DIB is regulated by the Central Bank. DIB's licence number, as set out in its commercial license and commercial registration certificate, is 208098.

The Group has received numerous awards in recent years in recognition of its leading position within the markets in which it operates, including:

- "Among the Top 100 Listed Companies 2025", by Forbes Middle East.
- "Best Overall Islamic Consumer Finance in the Middle East", " Best Sukuk Deal of the Year" and "Best Cybersecurity Implementation" by MEA Finance Industry Awards 2025.
- "Best Islamic Bank in the UAE", "Best Islamic Investment Bank" and "Best Islamic Bank in Kenya", by Islamic Finance News Awards 2025.
- "Best Islamic Banking System Implementation" for DIB alt and "Best Innovation in User Experience in Islamic Finance", by MEA Finance Banking Technology 2025.

History

DIB was incorporated in 1975, in Dubai, by a decree issued by the then Ruler of Dubai, H.H. Sheikh Rashid bin Saeed Al Maktoum. In March 2000, DIB was registered as a public joint stock company under the Commercial Companies Law No. 8 of 1984.

In 1998, following the discovery of a significant fraud, the Government of Dubai enhanced its shareholding to become DIB's largest shareholder (increasing its stake from 6 per cent. to 30 per cent.). DIB subsequently recruited a number of professional managers from international and large local financial institutions to improve its management and processes. As at 31 March 2026, the Government of Dubai's direct and indirect stake in DIB was 27.97 per cent.

In 2001, the Group acquired a 27.3 per cent. stake in Bosna Bank, the first Sharia-compliant bank in Europe, which was established in 2000.

As part of its then current strategy to expand in select niche Islamic markets in the Middle East, Africa and Asia, the Group acquired a 60 per cent. stake in the Bank of Khartoum (**BoK**) in 2005, one of the largest banks in Sudan (measured by the number of branches and ATMs), which stake was subsequently reduced to 52.3 per cent. in 2006 and further reduced to 28.4 per cent. in 2008. As at 31 March 2026, the Group's stake in BoK stood at 29.5 per cent.

Following approval obtained in January 2005 from the Banking Regulation & Supervision Agency in Türkiye, the Group established a representative office in Türkiye in April 2005 to assist in marketing and promoting the Group's business in Türkiye. Since its establishment, the representative office has been referring new customers and transactions to various business groups within the Group.

In 2006, the Group established DIB Pakistan Ltd (**DIB Pakistan**), a 100 per cent. owned subsidiary, to offer Islamic banking services in Pakistan.

In addition, the Group has incorporated several subsidiaries in real estate development, including Deyaar Development P.J.S.C. (**Deyaar Development**) in 2002 in which it had a 44.9 per cent. shareholding as at 31 March 2026 and which is a fully consolidated subsidiary, other related financial services companies and Dar Al Sharia Islamic Finance Consultancy LLC (**Dar Al Sharia**) in 2007.

In November 2010, the Group increased its stake in Tamweel to 58.3 per cent. to acquire a controlling interest in the company. In 2013 and 2015, the Group increased its shareholding to 86.5 per cent. and 92.0 per cent., respectively, through tender offers made to minority shareholders. The Group's shareholding in Tamweel stood at 92.0 per cent. as at 31 March 2026.

In May 2014, the Group acquired a 24.9 per cent. stake in PT Bank Panin Dubai Syariah Tbk (**Bank Panin Syariah**) of Indonesia. In 2015, the Group increased its shareholding in Bank Panin Syariah to 38.3 per cent. and, as at 31 March 2026, its shareholding was 25.1 per cent.

In April 2017, the Group obtained a banking licence from the Central Bank of Kenya to operate its wholly owned subsidiary, DIB Bank Kenya Ltd. (**DIB Bank of Kenya**), which commenced commercial operations on 5 June 2017.

In January 2020, the Group completed the acquisition of 99.999 per cent. of Noor Bank through a share swap. During September 2020, the remaining minority percentage shareholding in Noor Bank was acquired and it became a wholly owned subsidiary of DIB.

In September 2023, DIB acquired a 20 per cent. shareholding in the T.O.M. group of companies (the **T.O.M. Group**), an integrated, comprehensive financial services group with expertise in digital solutions. The T.O.M. Group includes T.O.M. Katilim Bankasi Anonim Sirketi (Türkiye's first licensed digital retail bank), T.O.M. Pay Elektronik Para Ve Odeme Hizmetleri Anonim Sirketi (a licensed e-money company with a fast-growing customer base in Türkiye), and T.O.M. Finansman Anonim Şirketi (a licensed financing company specialised in developing innovative digital products) and their subsidiaries. In January 2025, DIB exercised an option to increase its shareholding in the T.O.M. Group to 25 per cent.

Strategy

DIB's primary objective is to maintain its position as the leading Islamic financial institution in the Middle East region as well as in other selected strategic markets. DIB unveiled its five-year Group strategy, DRIVE, for the period 2022-2026 in December 2021. DRIVE stands for:

- DIGITAL Transformation;
- ROBUST Foundation;
- INCREASE Value;
- VERSATILE Operation; and
- ENGAGING Experience.

Within the overarching strategic guidance, a strategic theme for each year focuses on short-term strategic and tactical areas to recalibrate direction and efforts with respect to the five-year strategy.

After the successful acquisition of Noor Bank and the significant global events that unfolded in 2020 and against the economic backdrop of a recovering economy based on higher oil prices, government support and

reform policies and easing COVID-19 pressures, DIB reset its strategy in 2021 to cover the five years from 2022 through 2026.

The Group's strategy is continually monitored and reviewed by its management and is formally approved by the Board. The Balance Scorecard (**BSC**) approach is used to integrate the strategic plans into individual and departmental goals and helps the Group manage and monitor its performance.

The BSC enables the Group to identify goals, manage and measure performance, and report on achievements with respect to the priorities of each key stakeholder group. The Group implements quantitative measures wherever feasible but tracks both qualitative and quantitative indicators of performance in terms of both financial and non-financial outcomes. The BSC framework forms an integral part of the Group's performance management system.

DIGITAL Transformation

DIB launched DIB alt in 2023, a digital banking solution that integrates DIB's digital offerings and capabilities into one platform which brings together more than 135 digital services via the DIB Mobile Application, Online Banking, WhatsApp, and ATMs. DIB alt caters to the growing demand of a segment of customers who require digital-only models that address their financial needs and DIB believes that these customers' engagement with DIB on this digital proposition will lead to higher loyalty and advocacy (in the form of improved net promoter scores).

DIB is optimising its existing channels to reduce foot traffic at touchpoints by enhancing digital channels and capabilities and achieving an appropriate mix of physical and digital interactions to address the full array of its customers' needs and provide them with a seamless and intuitive customer journey. In addition, it is establishing a suite of AI and machine learning models and a real time decision making and communication engine to generate predictive insights that allow it to anticipate customer needs.

DIB expects these initiatives will help it achieve its goal of reducing costs and increasing revenue, particularly as it offloads and migrates non-value generating services and transactions from physical to digital channels and increases the contribution of digital channels to new-to-bank customers and improves its cross-selling and up-selling efforts.

ROBUST Foundation

With increased global and business risk, DIB intends to enhance its asset quality by arresting non-performing financing growth through reducing its exposure to, and mitigating risks from, stressed sectors (such as real estate) and customer segments and expanding its market coverage, in part by utilising data and analytics to inform business decision making. It is carefully calibrating its exposure to newer sectors and risk segments to help diversify its risk weighted assets. This is expected to help the business achieve more sustainable profit growth in the future.

In addition, DIB continues to strengthen its capital base and enhance operational efficiencies as reflected in its market-leading cost to income ratio.

DIB is overhauling its technology backbone by upgrading its core banking system and modernising legacy platforms such as its card management system, payment switch and general ledger system. During 2024, DIB implemented a major upgrade of its core banking system platform following months of development. The new system aims to strengthen DIB's ecosystem, integrating a wide range of specialised upgrades giving access to more product features and enhanced customer experience. It will also facilitate the implementation of modern business models and leverage the use of advanced technologies.

DIB's asset quality continued to improve in 2024, 2025 and the first three months of 2026, with its impaired ratio improving from 5.4 per cent. as at 31 December 2023 to 4.1 per cent. as at 31 December 2024, 2.7 per cent. as at 31 December 2025 and 2.5 per cent. as at 31 March 2026 and its overall coverage ratio increasing from 121 per cent. as at 31 December 2023 to 138 per cent. as at 31 December 2024 and 160 per cent. as at each of 31 December 2025 and 31 March 2026. The Group's operating expenses continue to be controlled in line with DIB's growth ambitions.

DIB continues to upgrade its technology across systems and processes to make it agile and efficient with a focus on business growth, improvement of customer experience and strengthening of controls and regulatory posture.

INCREASE Value

DIB aims to increase value through attracting new to bank customers and increasing its market share in earning assets (such as financing and sukuk), as well as from ancillary business and identifying new revenue streams from existing product and services.

DIB also aims to enhance the profitability of its international operations and to explore international opportunities through acquisitions (such as the acquisition of a significant shareholding in the T.O.M. Group in 2023), establishing subsidiaries and branches, and pursuing strategic partnerships and/or co-operation agreements with local partners in Asia, Africa and the Gulf.

DIB attracted more than 200,000 new to bank customers in 2025, of which 78 per cent. were sourced from digital channels. Furthermore, a broad array of transaction banking initiatives have been launched in recent years, including UAE Trade Connect (a blockchain-enabled consortium for offering trade-enabled solutions to the Group's customers), Trade Club Alliance (a unique global network of banks aiming to make international trade simpler and better) to nurture corporate banking customers. In 2025, consumer banking launched its flexi salary product, a short-term financing facility to meet urgent financial needs of customers at nominal pricing, with customers availing the facility through digital platforms providing immediate access to funds in their accounts.

VERSATILE Operation

In addition to stabilising and improving its IT infrastructure to ensure undisrupted connectivity, accessibility and security and ensuring compliance with a wide spectrum of regulatory-driven changes, DIB is focusing on managing efficiencies by maintaining its robust cost to income ratio and ensuring high quality and timely execution of key business priorities, including capitalising on economies of scale from its resources (such as its human resources, physical footprint, channels and working models) as it grows and leveraging modern technology to automate and streamlines processes.

Further, DIB is embedding its environmental, social and governance (**ESG**) philosophy across the Group following a newly developed ESG strategy and roadmap in alignment with UAE aspirations and regulatory direction.

Overall, DIB intends to maintain a paramount focus on customer service and experience in alignment with its customer service charter and ICARE values which emphasise simplicity and convenience whilst prioritising customers and clients.

DIB's ESG ambitions continue to progress strongly with continued growth of the ESG asset portfolio and the launch of sustainable auto and home finance solutions as well as social initiatives that promote social well-being and support people of determination. The team has been strengthened to bring in more resources to support DIB's various on-going ESG initiatives.

In early 2024, DIB successfully priced its third sustainable sukuk, a landmark U.S.$1 billion five-year senior issue with a profit rate of 5.24 per cent. per annum representing a spread of 95 basis points over five-year US Treasuries. The issuance was 2.5 times oversubscribed. In addition, in November 2025, issued its first sustainability-linked sukuk, a U.S.$1 billion five-year senior issue with a profit rate of 4.572 per cent. per annum representing a spread of 90 basis points over five-year US Treasuries. The issuance was more than two times oversubscribed.

ENGAGING Experience

DIB is fostering better internal collaboration to deliver a customer-centric organisation that inspires its staff to focus on customer needs while delivering a seamless experience to customers. As part of this, DIB is focusing on customer interactions across touchpoints ensuring that they are simple, transparent and unified

and ensuring that the voice of customers is actively considered and incorporated into wider business decisions. The success of this element of the strategy is expected to be evidenced through achieving a brand positioning that is the best in class for customer experience.

The Group's branch network continues to be recalibrated to drive superior customer service and experience. Geographic coverage has been optimised by opening two new branches, relocating 10 branches and renovating four branches over the last two years.

With a view to further enhancing customer experience, DIB initiated a business process re-engineering and the onboarding of new-to-bank customers was updated and launched in 2024 under the umbrella of the newly launched core banking system. Other more recent initiatives included the digitalisation of know your customer and Foreign Account Tax Compliance Act and Common Reporting Standard procedures to ensure regulatory compliance while reducing the risk of errors or omissions. In addition, the commercial banking segment launched a mobile banking app aimed at meeting the day-to-day banking needs of its customers and also revamped the onboarding experience of SME customers by enabling them to open low risk accounts in less than three working days.

COMPETITION AND COMPETITIVE ADVANTAGES

The Group faces competition from both Islamic and conventional banks operating in the UAE. Within its investment banking and capital market activities, DIB also competes with major international banks and investment firms for transaction mandates.

DIB believes that the Group's key competitive advantages include:

Strong and trusted brand

The Group has a strong and trusted brand, built around its vision as a progressive and innovative player and the modern face of Islamic banking and finance. Management believes that the Group's market position and strong brand recognition reflect the Group's focus on high-quality customer service (see below), its established track record in both consumer and wholesale banking, its targeted marketing to consumers and its involvement in numerous prominent infrastructure and other development projects in the UAE.

Established track record and knowhow

As the first Islamic bank in the UAE, the Group has a proven track record in developing and offering Islamic finance products to meet the increasingly sophisticated needs of its customers.

Innovative and extensive product range

The Group endeavours to provide its customers with a wide range of innovative products, which allows it to meet their diversified and sophisticated needs. DIB believes that the Group offers its customer base all the banking products that they may require and, accordingly, that there is little need for them to approach the Group's competitors for alternative products.

Sharia-compliance credibility

DIB maintains a highly reputed Internal Sharia Supervisory Committee (the **ISSC**). DIB aims for high levels of Sharia compliance by offering all its products and services in strict conformity with the parameters approved by the ISSC. This helps to ensure that DIB's reputation as a premier Islamic bank is maintained.

Stable funding base

The Group has a diversified deposit base that includes retail and corporate customers, government bodies and public sector agencies which, taken together, are regarded by the Group as a relatively stable and low-cost source of funding.

Strong financial performance

The Group has consistently benefitted from strong financial performance and robust financial metrics (see "*Selected Financial Information*" for further information).

Quality of service and speed of response time

DIB believes that the high quality of customer service which the Group provides distinguishes the Group from its principal competitors. Employees are trained regularly in managing clients, new products and market developments to provide a better service to clients and to enable new products and services to be introduced to the market. Furthermore, the Group continues to enhance its systems and platforms to provide clients with a seamless experience.

Experienced and committed management

The majority of DIB's senior management team have been with DIB for several years and, prior to joining DIB, have had many years of regional and global experience with other leading international banks. The team has considerable experience in the Islamic finance industry and knowledge of the requirements relating to the operation of Islamic finance institutions, see "*Management and Employees*" below.

Strength in staff training

The Group provides regular and comprehensive training to staff at all levels to enable them to improve their skills. This is done through a dedicated training division within the Group. The Group regularly sends its staff on courses, conferences and workshops on Islamic banking products to ensure that they are well informed about international and regional developments.

Systematic approach to developing strategy

The Group adopts a systematic approach in developing its strategy through comprehensive analyses of the domestic and international macroeconomic and business environments and aligning its strategy with any major trends identified. This formalised approach is then used to link the overall strategic plan and agenda to the BSC performance management system (which is the primary tool used to measure individual and departmental performance) and thus to ensure that the Group meets its short-, medium- and long-term strategic objectives.

Links with the Government of Dubai

DIB has a good relationship with its principal shareholder, the Government of Dubai, which enables it to be at the forefront of the ongoing financing of the development of Dubai.

Links with the community

DIB maintains strong links with the local community and intends to continue to promote the development of society in the UAE. It sees this as an important feature in enhancing its position as a premier Islamic bank. For example, it has been active in promoting "Emiratisation", the process of employing and nurturing UAE nationals with a view to encouraging them to participate in and improve the economy of the UAE.

SHAREHOLDERS AND CAPITAL STRUCTURE

Shareholders

As at 31 March 2026, the Government of Dubai held directly and indirectly 27.97 per cent. of the share capital of DIB. DIB is not aware of any other significant holdings in its shares. DIB's articles of association provide that no single shareholder other than the Government of Dubai is entitled to own more than 10 per cent. of the share capital of DIB and that the maximum foreign ownership level in DIB is 40 per cent.

The Government of Dubai's shareholding is held through Investment Corporation of Dubai (**ICD**). The Chairman of DIB is a representative of ICD and the other members of the Board are independent of ICD.

Decisions are made by voting whereby each board member, including the Chairman, has an equal vote. Some of the key corporate governance functions have been delegated to board committees such as the Board Credit & Investment Committee, Board Audit Committee, Board Risk Management Committee and Board Remuneration Committee. The Chairman is not represented in any of these committees and each of these committees acts independently.

Capital structure

During 2020, DIB issued 651,159,198 new shares in consideration for the acquisition of Noor Bank, bringing its paid up share capital from AED 6.6 billion to its current level of AED 7.2 billion (U.S.$2.0 billion). DIB's shares have been listed on the Dubai Financial Market (the **DFM)** since March 2000.

See "– *Capital Adequacy*" below for a description of the Group's capital adequacy ratios as at 31 December 2025, 31 December 2024 and 31 December 2023.

BUSINESS ACTIVITIES

Business and reporting segments

The principal activities of the Group are focused around five core business areas: (i) Consumer Banking; (ii) Corporate Banking; (iii) Real Estate & Contracting Finance; (iv) Investment Banking; and (v) Treasury.

For accounting purposes and with effect from 1 January 2025, the Group divides its business into the following primary reporting segments: (a) consumer banking (which reflects the consumer banking and home finance business lines); (b) corporate banking (which reflects the corporate banking, institutional and contracting finance business lines); (c) treasury (which reflects the treasury-related business line); and (d) others (comprising the Group's investments (including subsidiaries not specifically allocated to other segments), certain investment banking activities, real estate development activities and unallocated internal assets and liabilities of the Group which are not related to those of its external customers). Prior to 1 January 2025, the Group had an additional primary reporting segment, real estate development (which reflected real estate investment by subsidiaries such as Deyaar Development), which was combined with the others reporting segment with effect from 1 January 2025.

The table below shows a breakdown of certain statement of profit or loss information for each of the Group's reporting segments for each of the years ended 31 December 2025 and 31 December 2024.

	Consumer banking	**Corporate banking**	**Treasury**	**Others**
		(*AED millions*)		
2025				
Net operating revenue	4,851	3,279	2,624	2,497
Operating expenses	(1,898)	(642)	(117)	(1,105)
Net operating income	**2,953**	**2,637**	**2,507**	**1,392**
2024				
Net operating revenue	4,392	3,390	2,542	2,513
Operating expenses	(1,609)	(642)	(111)	(1,063)
Net operating income	**2,783**	**2,748**	**2,431**	**1,450**

Note:

Financial information for the year ended 31 December 2024 has been derived from the comparative information in the 2025 Financial Statements and reflects the combination of the two reporting segments as well as certain other limited adjustments.

The table below shows a breakdown of certain statement of financial position information for each of the Group's reporting segments as at 31 December 2025, 31 December 2024 and 31 December 2023.

	Consumer banking	**Corporate banking**	**Treasury**	**Others**

			(*AED millions*)	
As at 31 December 2025				
Segment assets	78,385	178,403	97,448	61,712
Segment liabilities	105,208	216,967	3,970	36,667
As at 31 December 2024				
Segment assets	63,127	145,347	86,305	49,908
Segment liabilities	89,524	160,868	3,289	38,153

Note:

Financial information for the year ended 31 December 2024 has been derived from the comparative information in the 2025 Financial Statements and reflects the combination of the two reporting segments as well as certain other limited adjustments.

Consumer Banking

Consumer Banking is the largest business area within the Group in terms of net operating income and represented 31 per cent. of the Group's net operating income in 2025. The Group offers its retail and business banking services through a network of 56 branches spread across all of the Emirates and more than 530 automated teller machines (**ATMs**) and cash and cheque deposit machines across the UAE (each as at the date of this Base Prospectus) as well as through online and phone banking services (including mobile banking).

The Group offers its consumer banking customers a broad range of retail products and services, including:

- ***Auto finance***

  The Group's auto finance product finances vehicle purchasing for individuals and businesses in a Sharia-compliant manner. The Group has established itself as one of the leading providers of auto financing in the UAE and its "eVolve" auto finance solution aims to contribute to a cleaner environment by providing solutions around buying electric and hybrid cars, encouraging the Group's customers to invest in environmentally friendly vehicles. In 2024, the Group launched DIB ACCESS, a dedicated auto finance offering for people of determination.

- ***Sharia-compliant cards***

  In pursuit of its strategy of growth through key strategic alliances, the Group continues to expand its product offerings through building its Sharia-compliant cards product portfolio, with a number of new offerings in the pipeline including those built around ESG.

  In early 2024, DIB launched its "SHAMS" credit card in partnership with Visa. The SHAMS Visa credit card is tailored for the diverse needs of every segment, including the affluent and emerging affluent. The card offers benefits including 5 per cent. cashback on dining spends, 5 per cent. cashback on travel expenditure, complimentary Fitness First access, Costa Coffee, golf rounds and valet parking. SHAMS cardholders can also collect Wala'a rewards on their spends, with the flexibility to redeem them against flights, hotels, cash, retail transactions and other options.

- ***Green offerings***

  In line with its commitment to sustainability and sustainable finance, DIB also provides sustainable products such as green auto finance (eVolve) and sustainable home finance (Nest) solutions.

- ***Personal finance***

  The Group's personal finance product caters to the personal financing needs of individuals and is provided in the form of *murabaha* and *ijara* products to address all the personal financing needs of the Group's customers. The Group also offers NBC sukuk-based deferred sale, which provides customers with an upfront cash payment. The product is based on a fixed price sale contract whereby the customer gets the full price as a cash payment upfront and delivers the relevant goods on a deferred basis. In 2024, DIB launched "Life", a sustainable personal finance product combining easy and convenient financing solutions with value added benefits for the customer, their family and the

community at large. DIB's "Care" product launched in 2025 for people of determination offering additional pricing benefits to facilitate their financing needs.

- ***Retail home finance***

  As the leading home finance provider for both residential and commercial properties in the UAE, DIB's Home Finance provides the most comprehensive, unique and transparent offering across all seven Emirates. Customers can obtain home finance for both freehold and non-freehold properties and can finance either ready or under-construction properties as well as obtain financing to self-construct their properties either themselves or through tie-ups with Government housing schemes.

  Building on the momentum of COP28 and DIB's commitment to sustainability, Nest - a sustainable home finance programme is a tangible embodiment of DIB's pledge to support the creation of sustainable communities. Nest offers a suite of financial products tailored to empower customers to invest in green homes, as well as ancillary finance for solar panels and sustainable construction materials, fostering an environmentally conscious lifestyle.

- ***SME Business Solutions***

  The Group's "SME Business Solutions" suite of Sharia-compliant products and services support the growth of small- and medium-sized enterprises. The solutions offered are based on a combination of *murabaha* and *sukuk*-based structures.

- ***Investment funds***

  The Group offers a range of Sharia-compliant investment products to suit its clients' investing needs across various asset classes, including cash, commodities, fixed income securities and equities. Along with structures developed in-house, the Group has also partnered with leading investment houses to provide a range of investment choices with varied currencies and maturities, exposures to different markets and capital protection options.

- ***IPO/capital markets subscription services***

  The Group offers subscription services on selected IPOs. The Group provides this service to companies approved for investment in accordance with Sharia law.

- ***Wajaha private banking***

  Wealth management services are provided through four exclusive *Wajaha* centres in Abu Dhabi, Al Ain, Dubai and Sharjah. These centres offer personal relationship managers, financial planning services and tailor-made products, as well as offering other benefits which are exclusive to the Group's *Wajaha* clients, including international concierge services, travel insurance, ticket exchange and travel desk and cash services.

- ***Ayaan exclusive banking***

  Ayaan exclusive banking targets high net worth customers, catering to their specific investment and financial needs. In the UAE, there are main *Ayaan* centres in 10 DIB branches and nine *Ayaan* service points in other DIB branches.

- ***Additional retail segments***

  Consumer Banking also has additional business segments (broadly based on customer deposits) named *Mumayyaz* (effectively the upper mass segment), the mass segment and the lower mass segment. Specific offerings have been developed to cater to these segments.

In addition to its branches in the UAE, the Group also offers self-service electronic delivery channels such as online banking, phone banking and mobile application to its consumer banking customers, giving customers greater flexibility to deal with their accounts through a range of account enquiry and payment services. DIB's

mobile application offers over 135 services in both English and Arabic and is integrated with advanced customer-centric technologies.

Corporate Banking

Corporate Banking is the second largest business area within the Group in terms of net operating income and represented 27.8 per cent. of the Group's net operating income in 2025. The Group offers a range of Sharia-compliant solutions to its corporate banking clients in the UAE, the GCC and other markets. Corporate Banking comprises the following teams (which are organised on both a geographic and product-specific basis):

- private sector (Dubai, Jebel Ali and Northern Emirates), which supports the Group's corporate clients based in and around Dubai and the Northern Emirates;
- public sector (Dubai region and Northern Emirates), which supports the Group's public sector clients based in and around Dubai and the Northern Emirates;
- corporate banking unit (Abu Dhabi), which supports and manages business from clients based in Abu Dhabi as well as adjoining areas and cities in the southern and eastern region (including Al Ain); and
- transaction banking unit, which provides specialist product advice (through the Ahlan Banking Service) to cater to clients' daily banking needs and handles customer queries, auto faxing and electronic reporting. Internet banking solutions for cash management and trade finance are also available on the Al Islamic connect platform.

The Group believes that the strengths of Corporate Banking are:

- its in-depth specialisation within the UAE and GCC sectors;
- its deep understanding of its customers' businesses;
- the comprehensive and innovative range of services and strategic, solution-driven capabilities offered to its corporate clients (see below); and
- innovative financial solutions covering corporate finance, investment banking, capital markets and syndications products, project finance, trade and commodity finance, treasury and corporate banking, international banking services and securities.

The Group has designed and implemented a range of modern, Islamic financing instruments which are intended to meet the needs of its corporate clients. The products offered by Corporate Banking include goods financing and specific Islamic financing products such as *ijara* financing, *mudaraba* financing and *wakala/wakala murabaha* financing to cater to its clients' trade, working capital and medium- to long-term financing requirements. The categories of products and services offered by Corporate Banking are:

- financial products and solutions, which include *murabaha, mudaraba* and *musharaka* products tailored to the needs of the Group's wholesale banking customers;
- trade finance services, which provide an extensive range of trade-related services covering sectors such as manufacturing, services, construction, retail and transportation; and
- transaction banking solutions, covering the cash management and trade products described below to address the needs of the Group's corporate customers across the working capital cycle. Value addition from these products is achieved through increased profitability, process efficiencies, risk mitigation and enhanced controls:
  - liquidity and investment management (including a separate institutional liabilities unit with dedicated relationship managers);
  - payments and collections (delivered through electronic and physical channels with a focus on customised solutions such as escrow and structured receivables management);

- information services (customised integrated enterprise resource planning (ERP) solutions and an online platform, Al Islami Connect, to perform online account management, electronic payments and generate reports);
- trade services (a full range of import and export services as well as structured solutions); and
- the Ahlan Banking Service, a dedicated customer service unit to handle all day-to-day operating account transactions.

Corporate Banking manages various relationships (including middle market, contracting finance and real estate finance companies) and is instrumental in leveraging its client relationships to cross-sell other products offered by the Group, including investment banking and treasury services.

Treasury

Treasury is the third largest business area within the Group in terms of net operating income and represented 26.4 per cent. of the Group's net operating income in 2025. Treasury forms an essential part of the Group's commitment to the Sharia-compliant banking industry. Treasury offers a comprehensive range of products backed by the Group's expert understanding of domestic and international financial markets. Treasury works closely with Corporate Banking, Consumer Banking and Investment Banking to address their client's foreign exchange, Islamic derivatives, fixed income (sukuk), structured investment products, liabilities and funding requirements. Its principal customers are the Group's corporate customers, financial institutions, high net worth individuals, small and medium size companies and similar businesses. The products offered to these customers include plain vanilla currency contracts, flexible delivery currency contracts, profit-enhanced products, multi-currency hedging instruments and other bespoke Sharia-compliant financial solutions.

Treasury is also responsible for building and maintaining relationships with the financial institutions sector across the globe to assist with smooth trade inflows and outflows. Relations range from authenticated communication links by way of SWIFT RMA to trade, treasury and account maintenance in different currencies. The Group's network of correspondent banks comprises leading financial institutions which provide trade services, which add value and service to the Group's branches and business units. The Group's correspondent banks offer one or more of the following services: remittance and payments, advisory and confirmations.

Treasury also manages the Group's liquidity requirements, sukuk investment portfolio and funding through the capital markets, and acts under the supervision of the Asset and Liability Management Committee (**ALCO**). Asset and liability management is conducted by Treasury in accordance with Central Bank liquidity ratios. Treasury is also responsible for the implementation of risk management initiatives as directed by ALCO.

Real Estate & Contracting Finance and Investment Banking

Each of the real estate finance, contracting finance and investment banking businesses are reported in the Others reporting segment.

Real estate finance

The Group provides real estate finance services in the UAE and supports corporate real estate developments, including the construction of commercial property and residential estates. The real estate finance group is managed by a specialist team with extensive experience in this field.

Standard Islamic financing products offered include *istisna* financing, *murabaha* acquisition finance, diminishing *musharaka* and *ijara* lease financing.

Contracting finance

The contracting finance group provides financing to contractors executing building, electrical and mechanical infrastructure works across a range of sectors (including the oil, gas, power and water sectors). The contracting

finance group's customer base includes local, regional and international construction groups, and the contracting finance group supports its customers in executing projects within the UAE and regionally in the GCC and in other Arab countries.

The product range offered by the contracting finance group includes Islamic financing products such as *mudaraba, murabaha, Ijara,* letters of guarantee and letters of credit (**LCs**). DIB believes that the Group's large underwriting capability and its close association with other local and international banks allows it to support the majority of its clients' projects.

Investment banking

DIB's Investment Banking division is a leading regional and global participant in the Islamic finance markets, assisting its clients, which include sovereigns, government-related entities, corporates and financial institutions, with every aspect of their funding requirements.

The division's dedicated professionals provide innovative Sharia-compliant capital raising and structured financing solutions in line with evolving customer requirements and market conditions. It offers a diversified product suite with a particular focus on sukuk structuring and execution and syndicated and club financing transactions that are configured and documented in accordance with Sharia principles. The division also offers a comprehensive suite of structured finance services, such as mezzanine and structured equity, asset monetisation, leveraged recapitalisation and advisory.

The Investment Banking division pioneered the Islamic debt capital markets and has been involved in the capacity of joint lead manager and bookrunner in most of the landmark international sukuk issuances, with DIB consistently ranking within the top five globally in the Bloomberg sukuk league tables. DIB has also been a significant player in the Islamic syndicated financing market, acting as mandated lead arranger and bookrunner on many major transactions in the region and working closely with local and international banks.

SUBSIDIARIES AND ASSOCIATES

As at 31 December 2025, the Group had 14 material consolidated subsidiaries (and four special purpose vehicles) details of which are set out in note 17 to the 2025 Financial Statements. As at 31 December 2025, the Group also had 11 significant associates and joint ventures. Of these, the Group considers the following to be its most important subsidiaries and associates in terms of revenue and future growth potential:

Tamweel P.S.C.

Tamweel was established in Dubai in November 2000 and is the specialist mortgage financing institution for the Group. Tamweel's core business is the provision of Sharia-compliant home financing solutions to real estate buyers in the UAE. Tamweel is licensed by the Central Bank to operate as an Islamic finance company. As at 31 December 2025, the Group owned 92.0 per cent. of the share capital in Tamweel.

DIB Pakistan

DIB Pakistan was incorporated as a wholly owned subsidiary of the Group in 2006. It currently has 310 branches and express centres in 60 cities across Pakistan. DIB Pakistan's team comprises experienced professionals with previous experience at leading banks (situated within and outside Pakistan). DIB Pakistan offers a full range of Sharia-compliant banking products in consumer banking, corporate and investment banking and wealth management. DIB Pakistan had share capital of Pakistani Rupee (**PR**) 11,652 million (U.S.$41.6 million) as at 31 December 2025. As at 31 December 2025, DIB Pakistan's net assets were PR 48,178 million (U.S.$172.0 million) compared to PR 44,947 million (U.S.$161.4 million) as at 31 December 2024. For the year ended 31 December 2025, DIB Pakistan's profit after taxation was PR 4,090 million (U.S.$14.6 million) compared to its profit after taxation of PR 6,672 million (U.S.$23.9 million) for the year ended 31 December 2024. For the purposes of this paragraph: (i) DIB Pakistan's financial information has been extracted from the financial statements of DIB Pakistan as at and for the year ended 31 December 2025 (which are available on its website at https://www.dibpak.com/index.php/financials/); and (ii) PR amounts

have been converted into U.S. dollars based on the closing rates on the dates stated. None of the information in the above website is incorporated in or forms part of this Base Prospectus.

Deyaar Development

Deyaar Development was incorporated as a wholly owned subsidiary of the Group in 2002 and engages in real estate development and property management business in the UAE. As at 31 December 2025, the Group owned 44.9 per cent. of the share capital in Deyaar Development (which is a fully consolidated subsidiary). As at 31 December 2025, Deyaar Development's total assets were AED 8,028 million (U.S.$2,186 million) compared to AED 6,833 million (U.S.$1,861 million) as at 31 December 2024. For the year ended 31 December 2025, Deyaar Development's net profit was AED 602 million (U.S.$164 million) compared to a net profit of AED 474 million (U.S.$129 million) for the year ended 31 December 2024. Deyaar Development's authorised and paid up capital was AED 4,376 million (U.S.$1,192 million) as at 31 December 2025. For the purposes of this paragraph, Deyaar Development's financial information has been extracted from the reviewed consolidated financial statements of Deyaar Development as at and for the year ended 30 September 2025 (which are available on its website at https://www.deyaar.ae/en/investor-relations/). None of the information in this website is incorporated in or forms part of this Base Prospectus.

Dar Al Sharia Islamic Finance Consultancy LLC

Dar Al Sharia was incorporated as a subsidiary of the Group in 2007 and has expertise in all types of Sharia advisory, certification, product structuring, restructuring and documentation, conversion of conventional financial institutions as well as providing a full range of products for new Islamic financial institutions and specialising in the structuring and documentation of Sukuk, Islamic syndications and Islamic funds to the market in general (see "– *Fatwa and Sharia Supervisory Board*" below). As at 31 December 2025, the Group owned 100 per cent. of the issued share capital of Dar Al Sharia.

Bank Panin Syariah

The core principle behind the Group's growth strategy in key strategic international markets is to connect East Asia and South Asia with East Africa through Dubai. In accordance with this principle, known internally as 'PIK', which stands for 'Pakistan, Indonesia, Kenya', the Group has established hubs in Pakistan, Indonesia and Kenya and is looking to strengthen these hubs in the coming years and connect them to other regions and countries that fall within the PIK triangle.

As part of the PIK strategy, the Group acquired a 24.9 per cent. stake in Bank Panin Syariah in May 2014 which, as at 31 December 2025, was 25.1 per cent. The Group provides technical assistance to Bank Panin Syariah in a bid to increase Sharia banking in Indonesia through the introduction of new and innovative products and services. As at 31 December 2025, Bank Panin Syariah operates through a network of 10 branches and 48 Sharia bank windows at conventional bank branches (with its head office located at Panin Life Center Building, Jakarta, Indonesia) that offer Islamic banking services in the country.

DIB Bank Kenya

As part of the PIK strategy, the Group obtained an 'in principle' approval from the Central Bank of Kenya in December 2014 to establish a Sharia-compliant bank in Kenya and, accordingly, expand its business to cover East Africa. In April 2017, the Group obtained a banking licence from the Central Bank of Kenya to operate DIB Bank Kenya as a wholly owned subsidiary and DIB Bank Kenya commenced commercial operations on 5 June 2017. DIB Bank Kenya offers an extensive range of Sharia-compliant products and services. With its head office in Nairobi, DIB Bank Kenya operates through a network of eight branches in Kenya.

T.O.M. Group

In December 2023, DIB acquired a 20 per cent. shareholding in the T.O.M. Group, an integrated, comprehensive financial services group established in the digital space. After exercising an option enabling it to increase its shareholding, DIB’s stake in the T.O.M. Group increased to 25 per cent. in January 2025.

Aydın Group, the T.O.M. Group's founding shareholder with its new partner DIB, aims to make the T.O.M. Group a national leader with an aspiration to grow regionally in the digital banking and financial technology sector. The shareholders core mandate is to promote financial inclusion by facilitating, easing and enhancing access to digital financial services in Türkiye.

RECENT DEVELOPMENTS

On 28 April 2026, the Group published the Interim Financial Information.

The Group's total income in the three-month period ended 31 March 2026 amounted to AED 6,296 million compared to AED 5,512 million in the corresponding period in 2025. The AED 784 million, or 14 per cent., increase in the Group's total income in the 2026 period compared to the 2025 period principally reflected broad-based momentum across key revenue streams, including funded and non-funded income.

The Group's operating expenses in the three-month period ended 31 March 2026 amounted to AED 1,002 million compared to AED 883 million in the corresponding period in 2025. The AED 119 million, or 14 per cent., increase principally reflected continued investment in technology and digital infrastructure.

The Group's impairment charges, net in the three-month period ended 31 March 2026 amounted to AED 420 million compared to AED 163 million in the corresponding period in 2025. The AED 257 million, or 158 per cent., increase principally reflected additional ECL to account for volatile macro-economic factors due to geopolitical developments.

Reflecting the above factors, the Group reported a net profit for the three-month period ended 31 March 2026 of AED 1,799 million (U.S.$490 million) compared to AED 1,797 million (U.S.$489 million) for the three-month period ended 31 March 2025.

ISLAMIC FINANCING AND INVESTING ASSETS

The table below shows a breakdown of the Group's gross Islamic financing and investing assets by product type as at 31 December in each of 2025, 2024 and 2023.

	As at 31 December					
	2025		**2024**		**2023**	
	(AED millions)	*%*	*(AED millions)*	*%*	*(AED millions)*	*%*
Islamic financing assets						
Commodity murabaha (long term)	102,626	39	64,369	30	47,072	24
Vehicles murabaha	16,550	6	13,205	6	10,761	5
Other murabaha	2,430	1	3,389	2	3,367	2
Total murabaha	**121,605**	**46**	**80,962**	**38**	**61,199**	**31**
Istisna'	474	0	594	0	630	0
Ijarah	35,080	13	36,353	17	45,466	23
Home finance – Ijarah	33,530	13	27,133	13	23,856	12
Islamic credit cards	4,235	2	3,611	2	2,796	1
Personal finance	29,693	11	24,423	11	22,859	11
	224,617	**86**	**173,076**	**81**	**156,805**	**79**
Less: deferred income	(5,441)	(2)	(4,848)	(2)	(4,472)	(2)
Less: contractors and consultants' istisna' contracts	-	-	-	-	-[(1)]	-
Total Islamic financing assets	**219,176**	**84**	**168,228**	**79**	**152,333**	**76**
Islamic investing assets						
Musharaka	4,241	2	4,375	2	5,066	3
Mudaraba	8,610	3	8,189	4	8,241	4
Wakala	35,655	14	38,121	18	42,715	21
Total Islamic investing assets	**48,507**	**19**	**50,685**	**24**	**56,023**	**28**
Total Islamic financing and investment assets	**267,683**	**102**	**218,912**	**103**	**208,356**	**104**
Less: provisions for impairment	(5,915)	(2)	(6,761)	(3)	(8,903)	(4)

	As at 31 December					
	2025		2024		2023	
	(AED millions)	*%*	*(AED millions)*	*%*	*(AED millions)*	*%*
Islamic financing and investment assets at amortised cost, net	**261,768**	**100**	**212,152**	**100**	**199,453**	**100**
Islamic financing and investment assets at FVTPL	288	0	275	0	-	-
Total Islamic financing and investment assets, net	**262,055**	**100**	**212,427**	**100**	**199,453**	**100**

The Group's total portfolio of Islamic financing and investing assets (net of provisions) was AED 262,055 million (U.S.$71,346 million) as at 31 December 2025, an increase of 23 per cent. from AED 212,427 million (U.S.$57,835 million) as at 31 December 2024, which itself was an increase of 6.5 per cent. from AED 199,453 million (U.S.$54,302 million) as at 31 December 2023. The increase as at 31 December 2025 compared to 31 December 2024 principally reflected higher commodity Murabaha (long-term) financing assets. The increase as at 31 December 2024 compared to 31 December 2023 principally reflected higher commodity murabaha (long-term) financing assets offset by a decrease in ijarah financing assets. The distribution of the Group's total portfolio of Islamic financing assets across economic sectors is oriented towards consumer financing (including consumer home financing), services, real estate, aviation, government, trade, financial institutions and contracting, which is in line with the domestic economy.

A description of the concentrations in the Group's Islamic financing and investing assets portfolio is set out below under "*– Risk Management – **Credit Risk** – **Portfolio concentrations***".

As at 31 December 2025, 17 per cent. of the Group's total Islamic financing and investing assets portfolio was located outside the UAE. The Group has implemented risk management methods to mitigate and control the risks associated with this portfolio and other market risks to which the Group is exposed, see "*– Risk Management*" below.

INVESTMENTS IN ISLAMIC SUKUK AND OTHER INVESTMENTS MEASURED AT FAIR VALUE

The Group maintains a sukuk portfolio of high credit quality. This portfolio is concentrated in the GCC (see further note 10 to each of the Annual Financial Statements) and 30.6 per cent. of the sukuk portfolio (before provisions for impairment) was concentrated in the UAE as at 31 December 2025.

The table below shows a breakdown of the Group's investment portfolio (including its sukuk portfolio) as at 31 December 2025, 31 December 2024 and 31 December 2023.

	As at 31 December					
	2025		2024		2023	
	(AED millions)	*%*	*(AED millions)*	*%*	*(AED millions)*	*%*
Investments in sukuk						
Amortised cost	90,368	100	81,941	100	67,952	100
FVTOCI[(1)]	220	0	220	0	220	0
	90,589	**100**	**82,161**	**100**	**68,172**	**100**
Other investments						
Investments carried at FVTOCI[(1)]	607	100	785	100	847	100
	607	**100**	**785**	**100**	**847**	**100**

Note:
(1) Fair value through other comprehensive income.

FUNDING

The table below shows the sources of the Group's funding as at 31 December 2025, 31 December 2024 and 31 December 2023.

	As at 31 December					
	2025		2024		2023	
	(AED millions)	*%*	*(AED millions)*	*%*	*(AED millions)*	*%*
Customers' deposits	320,184	80	248,546	75	222,054	73
Due to banks and financial institutions	1,966	1	5,854	2	12,967	4
Sukuk issued	25,071	6	24,154	7	20,481	7
Total equity	53,135	13	52,853	16	47,434	16
Total funding	**400,357**	**100**	**331,408**	**100**	**302,936**	**100**

Customers' deposits and due to banks and financial institutions

The Group's customer's deposits and bank deposits (recorded as due to banks and financial institutions in its consolidated statement of financial position) together totalled AED 322,151 million (U.S.$87,720 million), AED 254,400 million (U.S.$69,272 million) and AED 235,021 million (U.S.$63,995 million) as at 31 December 2025, 31 December 2024 and 31 December 2023, respectively. The Group's customers' deposits represented 99 per cent., 98 per cent. and 94 per cent., respectively, of its total bank and customers' deposits as at those dates.

The Group's principal source of funding is its customers' deposits. The table below shows a breakdown of the Group's customer deposits as at 31 December 2025, 31 December 2024 and 31 December 2023.

	31 December		
	2025	2024	2023
		(AED millions)	
Customers' deposits			
Current accounts	47,525	40,813	40,936
Saving accounts	62,197	53,121	40,382
Investment deposits (term deposits based on mudaraba)	209,737	153,945	140,220
Margin accounts	485	391	434
Depositors' investment risk reserve	22	21	19
Depositors' share of profit payable	218	254	63
Total	**320,184**	**248,545**	**222,054**

SUKUK ISSUED

Sukuk issuance by DIB under the Programme

In May 2012, DIB, through a Sharia-compliant financing arrangement, established the Programme. As at 31 December 2025, DIB had three series of certificates outstanding under the Programme, with an aggregate outstanding amount of AED 7,346 million. The outstanding sukuk under the Programme have expected profit rates of between 3.38 per cent. and 5.25 per cent. and mature between May 2026 and April 2030.

Sukuk issuance by DIB Pakistan

In 2018, DIB Pakistan issued its rated, unsecured, subordinated and privately placed Additional Tier 1 Mudaraba sukuk. The sukuk issue is rated A+ by VIS Credit Rating Company Limited (formerly JCR-VIS Credit Rating Company Limited). The sukuk issue is a perpetual instrument and carries an expected profit rate of 1.75 per cent. per annum over the three-month Karachi Interbank Offered Rate.

In 2022, DIB Pakistan issued its rated, unsecured, subordinated and privately placed Tier-II Mudaraba sukuk. The sukuk issue is rated A+ by JCR-VIS Credit Rating Company Limited. The sukuk issue has a 10-year tenor

and carries an expected profit rate of 70 basis points per annum over the six-month Karachi Interbank Offered Rate. The sukuk issue is redeemable at maturity and has a call right which is exercisable after five years.

Total equity

The Group's equity funding takes the form of its share capital and reserves (including retained earnings) and its Tier 1 sukuk issued which are accounted as equity. As at 31 December 2025, the Group's share capital and reserves (including retained earnings) amounted to AED 45,789 million and its Tier 1 sukuk amounted to AED 7,346 million.

Tier 1 sukuk issuances

The Group has issued Tier 1 sukuk, which are accounted as equity, through Sharia-compliant structures. The outstanding Tier 1 sukuk as at 31 December 2025 are set out in the table below.

SPV (the Issuer)	Date of issuance	Issuance amount Equivalent AED '000	Discretionary profit rate	Callable period
DIB Tier 1 Sukuk (4) Limited.....	November 2020	3,673,000 (U.S.$ 1 billion)	4.63% per annum to be paid semi-annually	On or after May 2026
DIB Tier 1 Sukuk (5) Limited.....	April 2021	1,836,500 (U.S.$500 million)	3.38% per annum to be paid semi-annually	On or after October 2026
DIB Tier 1 Sukuk (6) Limited.....	October 2024	1,836,500 (U.S.$500 million)	5.25% per annum to be paid semi-annually	On or after April 2030

The Tier 1 sukuk are perpetual securities in respect of which there are no fixed redemption dates and which constitute direct, unsecured, subordinated and conditional payment obligations (senior only to share capital), subject to the terms and conditions of the relevant mudaraba agreement. In the case of each issuance, at the relevant issuer's sole discretion, it may elect not to make any mudaraba profit distributions and the event is not considered a dissolution event. In such event, the mudaraba profit will not be accumulated but forfeited to the relevant issuer. Each Tier 1 sukuk issuance is listed on the regulated market of Euronext Dublin and the sukuk issued in April 2021 and October 2024 are also listed on Nasdaq Dubai.

The net proceeds of the Tier 1 sukuk are invested by way of mudaraba with DIB (as mudareb), on an unrestricted co-mingling basis, in DIB's general business activities carried out through its general mudaraba pool.

Repo facility

In the event of a liquidity crisis, the Group has a large portfolio of rated sukuk that could be used as collateral for repo facilities provided by the Central Bank as part of its measures intended to ensure that UAE banks have sufficient liquidity including through access to the Central Bank's Islamic-compliant CD repo facility.

Capital Adequacy

The Group calculates its capital adequacy ratio in accordance with the capital adequacy regulations, standards and guidelines issued by the Central Bank in line with Basel III requirements (see further "*The United Arab Emirates Banking Sector and Regulations – **Recent Trends in Banking** – **Prudential Regulation***"). The Central Bank introduced the Basel III Regulations (as defined herein) introducing minimum capital requirements at three levels: common equity tier 1 (**CET1**), tier 1 and total capital. The Group must maintain a minimum CET1 ratio of 7 per cent. and a minimum total capital ratio of at least 10.5 per cent.

The Central Bank has also introduced capital buffers which must be maintained in addition to the total capital ratio which are:

- a capital conservation buffer (**CCB**) of 2.5 per cent. of total risk weighted assets together with a domestic systemically important bank buffer (**D-SIBB**) of 0.5 per cent. of total risk weighted assets; and

- a countercyclical capital buffer (**CCyB**) that varies between 0 and 2.5 per cent. of total risk weighted assets. The CCyB is currently at 0.0062 per cent. for DIB with respect to credit exposures in jurisdictions attracting countercyclical buffer. The Central Bank has increased the CCyB requirement on private sector credit exposures in the UAE from 0 per cent. to 0.5 per cent. This requirement became effective on 1 January 2026 following a 12-month phase-in period that began on 1 January 2025.

The table below shows the Group's capital ratios determined in accordance with Basel III as at 31 December 2025, 31 December 2024 and 31 December 2023.

	As at 31 December		
	2025	**2024**	**2023**
	(AED millions, except percentages)		
Capital base	46,350	47,062	42,936
Risk weighted assets			
Credit risk	272,840	234,034	227,642
Market risk	3,204	2,110	2,292
Operational risk	22,863	21,063	18,689
Risk weighted assets	**298,907**	**257,207**	**248,623**
Capital ratios			
Tier 1 capital ratio	14.8%	17.2%	16.1%
Capital adequacy ratio	15.5%	18.3%	17.3%
Common equity tier 1 ratio	12.3%	13.2%	12.8%

RELATED PARTIES

Certain related parties (principally major shareholders, associated companies, directors and senior management of DIB and companies of which they are principal owners) are customers of the Group in the ordinary course of business. The transactions with these parties were made on substantially the same terms (including profit and commission rates and the requirements for collateral) as those prevailing at the same time for comparable transactions with unrelated parties and did not involve an amount of risk which was more than the amount of risk relating to such comparable transactions. The impairment allowance was immaterial as at 31 December 2025 and 31 December 2024.

The table below shows the amounts outstanding as at 31 December 2025, 31 December 2024 and 31 December 2023 in respect of transactions entered into by the Group with related parties:

	As at 31 December		
	2025	**2024**	**2023**
		(*AED millions*)	
Islamic financing and investing assets	2,150	2,103	1,249
Investment in sukuk	817	821	823
Customers' deposits	1,451	540	1,904
Contingent liabilities and commitments	421	156	96

The table below shows income earned from and profit paid to related parties in each of the years ended 31 December 2025, 31 December 2024 and 31 December 2023.

	Year ended 31 December		
	2025	**2024**	**2023**
		(*AED millions*)	
Income from Islamic financing and investing	111	81	84
Income from investment in sukuk	40	37	33
Depositors' share of profits	69	55	68

See further, note 43 to each of the Annual Financial Statements.

SUSTAINABILITY

DIB's 2030 Sustainability Strategy outlines its ambition and approach to a more sustainable future and supports the UAE's sustainability agenda. DIB's ESG Vision to 'Own the Space' is built on the framework of two main strategic pillars where it aims to focus its main ESG efforts to meet its ESG Vision. These pillars are:

- Lead by Example - to become a role model in sustainable practices and behaviours in DIB's own operations and towards its employees; and
- Finance a Sustainable Future - to embrace sustainable business practices in serving DIB's customers and communities.

Each pillar has four priority areas for which individual objectives and goals have been defined.

DIB's Sustainability department develops and implements its Sustainability Strategy, policies, frameworks and related sustainability and sustainable finance initiatives. The sustainability department also actively tracks progress against the objectives set in the Sustainability Strategy and coordinates efforts across responsible departments.

The sustainability department is led by the Chief Sustainability Officer and a team of sustainability leads and professionals. Progress towards the Sustainability Strategy is overseen by both the Management Sustainability Committee and the Board Nomination, Remuneration and Sustainability Committee.

DIB has designed its ESG efforts to contribute to the United Nations Sustainable Development Goals (**UN SDGs**) and is a participant in the United Nations Global Compact.

In 2023, DIB was an associate pathway partner for the COP 28 UAE event. DIB also committed to the UAE climate responsible companies pledge under which DIB will aim to strengthen its sustainability ambitions and reduce its carbon footprint to contribute to achieving the national net-zero target by 2050 or earlier. Complementing this commitment, DIB has introduced a suite of ESG-focused offerings enabling customers to contribute to positive environmental outcomes, including “EVolve” (sustainable auto finance), "One Tree for Everyone" and "Nest" (sustainable home finance).

DIB is committed to advancing sustainable development by financing companies and projects aligned with its environmental and social objectives. In 2025, DIB established a dedicated Sustainable Finance Commercial Growth vertical to accelerate this agenda. These efforts contributed to the expansion of DIB's sustainable finance portfolio to over AED 19 billion, comprising sustainable and sustainability-linked assets. Additionally, DIB has arranged over U.S.$27 billion in total deal volume for ESG-related capital market transactions. DIB has been a consistent pioneer in the ESG capital markets, successfully issuing over U.S.$3.75 billion sustainable and sustainability-linked sukuk since its landmark debut in 2022. The Bank continues to leverage its leadership in the Islamic finance space to expand its footprint in the green and social sukuk markets.

Sharia principles are fundamental to DIB's ESG approach, providing a built-in ethical framework that ensures the exclusion of high-impact or controversial sectors. DIB applies strict negative ESG screens across all operations and financing activities. In accordance with Sharia rules and principles, DIB maintains a zero-exposure policy to sectors and activities that do not meet its ethical criteria, including but not limited to:

- alcohol;
- adult entertainment;
- gambling;
- tobacco; and
- interest-based loans.

These exclusions ensure that all proceeds raised under DIB's Sustainable Finance and Sustainability-Linked Financing Frameworks are directed toward assets that meet both global ESG standards and DIB's Sharia-compliant ethical baseline.

Additionally, DIB is focused on delivering meaningful and lasting impact to communities, guided by principles rooted in Sharia. In 2025, DIB provided AED 640 million of charitable contributions which impacted the lives of over 316,000 beneficiaries. DIB maps the impact of its business activities and charitable contributions to the following 10 UN SDGs: good health and well-being; quality education; gender equality; clean water and sanitation; affordable and clean energy; decent work and economic growth; responsible consumption and production; sustainable cities and communities; climate action; and peace, justice and strong institutions.

INFORMATION TECHNOLOGY

In the current era of AI-driven innovation and disruption, DIB acknowledges the pivotal role of technology in enhancing the Group's business capabilities to achieve its objectives of growth, expansion and competitive market positioning. Technology is the cornerstone of the Group's strategic framework, underscored by the integration of a digital technology roadmap into its business plans. This roadmap is dedicated to delivering enhanced customer experiences, resilient business architecture and growth opportunities through data monetisation and digital products.

Central to the Group's strategy is its IT infrastructure, designed to offer cutting-edge customer engagement platforms integrated with robust, scalable data analytics and core product processors. These capabilities are bolstered by advanced AI and machine learning technologies as discussed under "*Strategy – DIGITAL Transformation*" above and are hosted on resilient, cloud-enabled data centres prioritising sustainability. This infrastructure aims to ensure seamless customer experiences across all touchpoints.

Through its IT initiatives, the Group aims to secure a sustained competitive advantage for its businesses. To achieve this goal, it has formulated a robust transformation plan committed to deliver operational efficiencies, enhanced productivity and best-in-class risk management capabilities.

Group Compliance

The Group's compliance function is headed by an experienced Group Chief Compliance Officer (the **GCCO**). The GCCO reports to the Group CEO of DIB, has direct access to the Board through the Board Risk, Compliance & Governance Committee and has access to other board committees, as needed. The GCCO is responsible for coordinating and overseeing the effective implementation of the compliance programme and related policies across the Group.

The Group's compliance policies aim to meet the requirements of applicable laws and regulations and adopting international best practices. The policies have been devised to prevent exposure to various risks (including money laundering, terrorist financing and proliferation financing). They also aim to ensure compliance with sanction programmes including those of the UAE, the United Nations, the United States and the EU.

The Group follows a risk-based approach and conducts risk-based assessments in respect of its activities and provides advice to its UAE businesses and financial subsidiaries to ensure compliance with applicable laws and regulations. DIB requires that its anti-money laundering (**AML**), counter financing of terrorism (**CFT**), sanctions compliance, client acceptance, U.S. Foreign Account Tax Compliance Act (**FATCA**) and common reporting standard (**CRS**) policies and practices are adopted by all businesses and financial subsidiaries within the Group to the extent relevant to their operations.

The Group also carries out enhanced due diligence on customers who are classified as increased risk (including politically exposed persons (PEPs)) at the time of onboarding and subsequently at the time of know your customer (KYC) renewals of existing customers. The Group also monitors transaction activity to detect unusual customer transactions.

DIB is committed to strengthening its compliance function in line with regulatory expectations.

INTERNAL AUDIT

The Group Internal Audit (**GIA**) function is headed by the Group Chief of Internal Audit (**GCIA**) who reports to the Board Audit Committee, while maintaining appropriate coordination with senior management and business functions. GIA's mandate is to strengthen the Group's ability to create, protect and sustain value by providing the Board and management with independent, objective and risk-based assurance, advice and insight.

Through a systematic and disciplined approach, GIA supports the achievement of organisational objectives by evaluating and enhancing the effectiveness of risk management, internal control and governance processes.

As the third line of defence, GIA is positioned within the organisation at a level that enables it to fulfil its responsibilities independently and without undue influence. To safeguard its objectivity and independence, the GCIA reports to the Board Audit Committee, and internal auditors remain organisationally separate from operational activities, with no involvement in day-to-day management or decision-making. In performing its work, GIA has unrestricted access to all records, personnel and physical properties relevant to the execution of its responsibilities.

GIA is committed to continuous performance improvement and invests in the professional development of its staff through internal and external training opportunities, with a focus on strengthening technical capabilities, judgment and professional competence.

The GIA function operates in accordance with applicable regulatory requirements issued by the Central Bank and the Securities and Commodities Authority, as well as the mandatory elements of the Institute of Internal Auditors' Global Internal Audit Standards (**IIA GIAS**) and related topical requirements. In line with the IIA GIAS, GIA maintains a quality assurance and improvement programme, which includes ongoing internal monitoring, periodic internal assessments and independent external quality assessments to provide assurance on conformance with professional standards and to support continuous improvement.

GIA executes its responsibilities in line with the Internal Audit Charter approved by the Board Audit Committee, which is publicly available on DIB's website. Risk-based internal audits are performed throughout the year in accordance with the annual audit plan approved by the Board Audit Committee. In addition, GIA undertakes mandatory regulatory reviews and validations as well as ad-hoc assignments and investigations when required. Audit observations identifying control gaps and opportunities for process and control enhancements, together with agreed management actions, are documented in internal audit reports submitted to the Board Audit Committee. The status of open audit observations is actively monitored by GIA, with regular progress updates reported to the GCEO and the Board Audit Committee.

GIA also seeks to enhance oversight of subsidiaries and affiliates from an internal audit perspective by promoting risk-based auditing, alignment with Group standards, and providing appropriate guidance and support to local internal audit teams.

BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

The Group has implemented a business continuity planning (**BCP**) and disaster recovery (**DR**) framework to prepare for unexpected business disruption events. Business continuity testing is carried out on an annual basis for the Group's critical systems. In addition, each year a plan is put in place to perform DR drills for such critical systems. The Group reviews its BCP and DR capabilities on an ongoing basis and updates them to include the latest technologies and any new threats to the Group's business.

The Group's BCP policy is derived from BCP best practices, including the UAE local standard, ISO 22301 and the British standard. The Group has also adopted the BCP guidelines of the Central Bank.

The Group has set-up dedicated business continuity sites at different locations within the UAE. The Group's DR site is kept separate and distant from its primary IT systems site. The Group also complies with the UAE's local emergency management practices. The Group has enhanced its BCP capacity by adding a work from home framework as an additional tool to the business continuity infrastructure.

The Group's crisis management committee is responsible for managing BCP and DR within the Group. The committee also oversees the handling of any cyber incidents within DIB.

SUSTAINABLE FINANCE AND SUSTAINABILITY-LINKED FINANCING FRAMEWORKS

Overview

DIB has two sustainable finance frameworks, the Sustainable Finance Framework (the **SF Framework**) and the Sustainability-Linked Financing Framework (the **SLF Framework**), which are available on DIB's website. Each of these frameworks contains the eligibility criteria that DIB uses to allocate the proceeds raised from the issue of:

- in the case of the SF Framework, Certificates identified in the applicable Final Terms as green Certificates, social Certificates or sustainability Certificates (together **Sustainable Financing Instruments**) to fund Eligible Sustainable Projects (as defined below); and
- in the case of the SLF Framework, Certificates identified as SL Certificates in the applicable Final Terms (**SL Certificates**) to finance new and/or refinance existing SLF Facilities (as defined below).

Use of the SF Framework

DIB believes the SF Framework accelerates its sustainability efforts by permitting it to raise financing which is allocated to a broader spectrum of eligible categories designed to accelerate the decarbonisation of the real economy and social impact. The SF Framework encompasses low-carbon infrastructure and efficiency projects that meet rigorous performance thresholds. All eligible green assets are subject to eligibility criteria that ensure alignment with the UAE's Net-Zero 2050 ambitions. Similarly, eligible social assets are subject to eligibility criteria intended to promote and support selected societal impacts.

Sustainable Financing Instruments issued under the SF Framework fund Eligible Sustainable Projects and conform to the sustainable finance principles of:

- the ICMA GBPs 2025, SBPs 2025 and SBGs 2021; and/or
- the LMA GLPs 2025 and SLPs 2025; and/or
- the ICMA Guidance on Green, Social and Sustainability Sukuk 2024,

to the extent they are in conformity with Sharia rules and principles and each as updated from time to time. The SF Framework makes use of global leading practices, including but not limited to ICMA, LMA, Climate Bonds Initiative (CBI), International Sustainability Standards Board (ISSB), Circular Carbon Economy (CCE) and the International Finance Corporation (IFC) Sustainability Framework. Furthermore, the SF Framework takes account of emerging regulatory requirements and taxonomies, including the EU Taxonomy, Sustainable Finance Disclosure Regulation (SFDR) and Corporate Sustainability Reporting Directive (CSRD), as well as the Kenya Green Finance Taxonomy and the Pakistan Green Taxonomy. This ensures that DIB is strategically positioned to finance eligible projects as it expands its sustainable footprint across its key international markets, provided such assets remain in strict compliance with Sharia rules and principles.

Under the SF Framework, the proceeds of green Certificates will be allocated to green projects exclusively, the proceeds of social Certificates will be allocated to social projects exclusively and the proceeds of sustainability Certificates may be allocated to either or both green and social projects, as further described below.

In aligning with the above principles and guidelines, the SF Framework is presented through the core components of the GBPs, SBPs, SBGs, GLPs and SLPs. These components are (i) use of proceeds, "*—Use of Proceeds*" below, (ii) process for evaluation and selection, see "*—SF Framework and SLF Framework—Process for evaluation and selection*", (iii) management of proceeds, see "*—SF Framework and SLF Framework—Management of proceeds*", (iv) reporting, see "*—SF Framework and SLF Framework—*

Reporting" below and (v) external review, see "*—SF Framework and SLF Framework—External review*" below.

Use of proceeds

DIB will allocate an amount at least equivalent to the net proceeds of the Sustainable Financing Instruments issued under the SF Framework to finance and/or re-finance, in whole or in part, green and social projects and businesses* across their full life-cycle which meet the eligibility criteria of the eligible green project and/or eligible social project categories (**Eligible Sustainable Projects**). A maximum three-year look-back period applies for financed and refinanced projects and DIB expects each issue under the SF Framework to be fully allocated within two years from the date of issuance.

Eligibility criteria

The SF Framework includes 10 categories for green projects and seven categories for social projects. The Green categories are (i) clean energy, (ii) energy efficiency, (iii) clean transportation, (iv) green buildings, (v) pollution prevention and control, (vi) sustainable water and wastewater management, (vii) biodiversity, (viii) circular economy, (ix) sustainable industries and (x) climate change adaptation, The social categories are (a) employment generation, (b) affordable and social housing, (c) essential infrastructure, (iv) essential services, (v) empowered society, (vi) food security and (vii) sustainable digitalisation. The relevant eligible assets and associated eligibility criteria for each category are described in detail in the SF Framework. Financing towards any expenditure or projects involving certain activities described in the SF Framework will be excluded.

Use of the SLF Framework

The SLF Framework sets out DIB's methodology for governing, allocating, managing and reporting on Sustainability-Linked Finance instruments and other financings towards financing existing or new eligible sustainability-linked finance facilities (each an **SLF Facility** and together the **SLF Facilities Portfolio**) of clients. The SLF Framework is in line with ICMA's Sustainability-Linked Loans financing Bonds Guidelines (the **SLLBG**).

DIB provides sustainability-linked financing to customers who are committed to developing their business practices towards greater sustainability. When DIB agrees a sustainability-linked financing, it supports the customer in setting material, measurable and benchmarkable key performance indicators (**KPI**s) that align with one of DIB's impact objectives. Furthermore, DIB and its counterparty shall agree sustainability performance targets (**SPTs**). These targets are determined based on historical performance baselines and defined target dates, ensuring they are comparable to industry peers and supported by an implementation action plan. In aligning with the SLLBG, the SLF Framework is presented through the specified core components. These components are (i) use of proceeds, "*—Use of Proceeds*" below, (ii) process for evaluation and selection, see "*—SF Framework and SLF Framework—Process for evaluation and selection*", (iii) management of proceeds, see "*—SF Framework and SLF Framework—Management of proceeds*", (iv) reporting, see "*—SF Framework and SLF Framework—Reporting*" below and (v) external review, see "*—SF Framework and SLF Framework—External review*" below.

Use of proceeds

In respect of each Tranche of SL Certificates, DIB intends to allocate an amount equivalent to the net proceeds of such SL Certificates (the **SL Certificate equivalent amount**) to finance new and/or refinance existing SLF Facilities. SLF Facilities align with the Loan Market Association (LMA), Asia Pacific Loan Market Association (APLMA) and Loan Syndications and Trading Association (LSTA) Sustainability-Linked Loan Principles (**SLLPs**) to the extent they conform to Sharia rules and principles. SLF Facilities are intended to contribute to one of DIB's impact objectives described under "*—Eligibility criteria*" below, although no assurance can be given that they will do so. DIB commits to fully allocate net proceeds of an issuance of SL Certificates to SLF Facilities within two years from the date of issuance.

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* If more than 90 per cent. of the client's business revenue comes from activities that align with the Sustainable Finance Eligibility Criteria, DIB may classify the client's general-purpose financing as Eligible under this framework.

Eligibility criteria

The SLF Facilities Portfolio Eligibility Criteria are set out in the SLF Framework and include (i) alignment of the relevant SLF Facility with the SLLPs, (ii) the obligor under the relevant SLF Facility is operating in an Eligible Industry Sector as specified in the SLF Framework, (iii) the SLF Facility is contributing to one of DIB's impact objectives, which are climate change mitigation, biodiversity, pollution prevention and control, empowered society and sustainable business practices based on the UN's Sustainable Development Goals as well as international and national sustainability objectives provided these are in line with the principles of Sharia, (iv) the relevant SLF Facility being linked to at least one KPI selected from DIB's or another relevant registry that is (a) relevant, (b) core and (c) material for the client's business and industry and (iv) measurable or quantifiable with a consistent methodology, (v) the relevant SLF Facility's KPI(s) having SPTs which (a) are based on recent performance and clear target dates, (b) are ambitious, (c) can be benchmarked and (d) are linked to an action plan to ensure achievement and (vi) the relevant SLF Facility achieving at least a moderate score or equivalent in an internal or external review.

An SLF Facility will be disqualified from inclusion in the Eligible SLF Facilities Portfolio if it already qualifies as an eligible green or eligible social project and has been allocated proceeds under the SF Framework. To maintain reporting integrity, an SLF Facility cannot be simultaneously recognised in both the Sustainability-Linked and Sustainable Finance asset registers.

SF Framework and SLF Framework

Process for evaluation and selection

DIB's process for Eligible Sustainable Project and SLF Facility evaluation and selection comprises the following steps:

- identification, screening and analysis by the responsible business areas;
- presentation to DIB's Sustainable Finance Committee (**SFC**) on a monthly basis and approval by the SFC. The current SFC members are the Chief Sustainability Officer (Chair), the Vice President, Sustainable Finance, Innovation and Regulatory Excellence (Vice Chair), Vice President, Sustainable Finance Commercial Growth, the Head of Financial Control, the Head of Corporate Credit and the Head of Wholesale Credit Policy and Portfolio Management; and
- addition to (i) DIB's Sustainable Asset Register (in the case of Eligible Sustainable Projects) or (ii) DIB's Sustainability-Linked Finance Register (in the case of SLF Facilities) with annual calibration of the SPTs.

The annual calibration of SPTs is based on the following principles:

- SLF Facilities which meet the selection criteria are included in Sustainability-Linked Finance Register.
- When an SLF Facility is included in the Sustainability-Linked Finance Register, DIB selects one or more KPIs and related SPTs with which the SLF Facility must be annually compliant. To be compliant, the SLF Facility must achieve the SPT level(s) as originally agreed in the SLF Facility documentation.
- DIB performs an annual compliance test for the selected KPIs and SPTs of each SLF Facility based on annual KPI and SPT reporting by the client, which is externally verified.
- SLF Facilities that fail to meet their SPTs are tagged as non-compliant and are temporarily reclassified in the SLF Facilities Register until the next reporting period when compliance is again verified.
- Only outstanding amounts for compliant SLF Facilities are considered when calculating SLF Facilities for the Sustainability-Linked Finance Register.

Management of proceeds

The net proceeds of each Sustainable Financing Instrument and SL Certificate are tracked internally in a manner that is equivalent to depositing them into separate sustainability-related funding accounts and earmarked for allocation towards either Eligible Sustainable Projects using the Sustainable Asset Register or SLF Facilities using the Sustainability-Linked Finance Register.

Each register includes relevant information that enables DIB to closely monitor allocation of proceeds as well as information on the amount of unallocated proceeds and each Sustainable Financing Instrument and SL Certificate (for example, its type, name, ISIN and maturity).

In addition, any proceeds temporarily unallocated will be invested according to DIB's standard treasury processes into cash or cash equivalents.

Reporting

Internal reporting: Both registers are circulated to business heads monthly and are reported to the Management Sustainability Committee and the Board Nomination, Remuneration and Sustainability Committee quarterly.

External reporting: DIB intends to publish a Sustainable Finance Report at least annually on its website. The external reporting includes both allocation reporting and impact reporting, based on ICMA guidance.

External review

DIB engages with external reviewers in connection with its frameworks. These reviewers may issue a second party opinion (**SPO**) in relation to the alignment of a framework with relevant industry guidance. Any such external reviews and SPOs have been published on DIB's website. Neither framework or any reports or SPOs published on DIB's website are incorporated in or form part of this Base Prospectus.

The Sustainable Finance Report is subject to a limited assurance by a qualified external third-party.

Future changes

Each framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version may differ from any description given herein. The criteria and/or considerations that formed the basis of any SPO or any other report or verification assessment which may be made available in connection with either framework or any issue of a Sustainable Financing Instrument or SL Certificate may also change at any time and any SPO may be amended, updated, supplemented, replaced and/or withdrawn.

RISK MANAGEMENT

OVERVIEW

Risk is inherent in the Group's activities and is managed through a process of ongoing identification, measurement and monitoring, subjecting risk to limits and the implementation of other risk controls, as described below. This process of risk management is critical to the Group's continuing profitability and each individual within the Group is accountable for the risk exposures relating to his or her responsibilities.

The Group is exposed to numerous risks, including credit risk, liquidity risk and market risk, the latter being subdivided into trading and non-trading risks. The Group is also subject to operating risks, as well as other risks, including Sharia non-compliance risk, reputational risk, strategic risk, compliance risk, financial crime risk, information and cyber security risk, model risk and ESG risk.

The Group's independent risk control process does not include business risks such as changes in the environment, technology and industry. These risks are monitored through the Group's strategic planning process.

RISK MANAGEMENT STRUCTURE

The Board, supported by the Board Risk, Compliance and Governance Committee (the **BRCGC**), the Management Risk Management Committee and the Group Risk Management Department, is ultimately responsible for identifying, monitoring and controlling risks within the Group. There are also other independent bodies and functions responsible for managing and monitoring risks.

Board of Directors

The Board is responsible for the Group's overall risk management approach and for approving its risk strategies and policies.

Board Risk, Compliance and Governance Committee

The BRCGC has overall responsibility for the development of the risk strategies, frameworks, policies and limits and for recommending these to the Board. BRCGC supports the Board in fulfilling its oversight responsibilities with respect to implementation of DIB's governance, enterprise risk management and internal control frameworks and their related operations. Further, BRCGC maintains a Group-wide view of current and future risk positions relative to its risk appetite and capital strength. It is responsible for the fundamental risk issues and manages and monitors relevant risk decisions.

Management Risk Management Committee

The day-to-day monitoring of risk has been delegated to the Management Risk Management Committee. This committee has the overall responsibility to support the BRCGC in the development and formulation of risk strategies, frameworks, policies and limits. It is also responsible for ensuring compliance with all risk limits, monitoring risk exposures and implementing the regulatory guidelines issued by relevant regulatory bodies, such as the Central Bank.

Group Risk Management Department

The Group Risk Management Department is responsible for implementing and maintaining risk related procedures to ensure that risk remains within the acceptable range approved by the BRCGC and the Board. The Group Risk Management Department is responsible for credit administration, portfolio management, credit risk, liquidity risk, market risk, operational risk, conduct risk and overall risk control.

Asset and Liability Management Committee

ALCO is responsible for managing the Group's assets and liabilities. ALCO:

- acts as guardian in overseeing all matters that impact DIB's asset and liability structure, including management of liquidity, profit rate risk, market risk and oversight on compliance with the relevant internal and regulatory limits and guidelines;

- oversees DIB's liquidity management and develops strategies, operating policies and practices to manage liquidity risk in accordance with Board approved policies and risk tolerance/limits to ensure DIB maintains sufficient liquidity; and

- ensures adequate systems and capabilities are in place to identify, measure, monitor, control and report on liquidity, asset liability management, profit rate risk in the banking book and market risk exposures and related risks.

Provisioning and Impairment Review Committee

The Provisioning and Impairment Review Committee (**PIRC**) assists management in relation to:

- compliance with IFRS 9 standards, related Central Bank regulatory rules and DIB's policies;

- prudent recognition of any significant deterioration in credit quality and non-performance and the appropriate level of ECL; and

- reviewing and considering impairment and fair value considerations for other assets, such as investments in subsidiaries, associates and investment properties.

PIRC's primary responsibility is supervising, monitoring, applying and reviewing all impairment models in relation to ECL and central bank guidelines including monitoring of staging of exposures and considering ordinary and extraordinary circumstances in determining ECL stage and ECL levels. PIRC meets regularly with, and reports to, the Management Risk Management Committee.

Group Internal Audit Department

Risk management processes throughout the Group are audited periodically by the Group Internal Audit Department which examines both the adequacy of the procedures and the Group's compliance with the procedures. The Group Internal Audit Department comments on the results of their assessments to management and reports its findings and recommendations to the Board Audit Committee.

Other risk management committees include the Model Risk Management Committee (**MRMC**) (which oversees the models used for valuation, risk measurement, decision-making and other risk-related matters with the objective of providing substantiated decisions related to each step of the model life-cycle and ensuring the models meet quality standards to support informed decision making) and the Compliance Committee (which provides oversight of compliance at an enterprise level and ensures DIB's compliance framework is robust, effective and fit for purpose to safeguard its reputation and operations).

RISK MEASUREMENT AND REPORTING SYSTEMS

The Group measures risks using qualitative as well as quantitative methods for credit, market, liquidity and operational risks. Further, the Group also uses quantitative analysis and methods to support revisions in business and risk strategies when required. These analyses and methods reflect both the expected loss likely to arise in the normal course of business and unexpected losses resulting from unforeseen events, which are based on simple statistical techniques and probabilities derived from historical experience. The Group also runs stress scenarios that would arise if extreme events which are unlikely to occur do, in fact, occur.

Monitoring and controlling risks is primarily performed based on limits established by the Board and management. These limits reflect the business strategy and market environment of the Group as well as the level of risk that it is willing to accept, with additional emphasis on selected industries.

Information compiled from all the Group's businesses is examined and processed to analyse the risk profile and identify inherent risks. This information is presented and explained to the Board and management. Specialised reports are presented to the heads of business and are delivered with a frequency suited to the volatility of the risk. The reports include aggregate credit exposure, limit exceptions, liquidity, operational loss incidents and other risk profile changes. Detailed reporting of industry, customer and geographic risks takes place at appropriate frequencies. DIB's senior management assesses the appropriateness of its provisions for impairment losses quarterly.

MODEL RISK MANAGEMENT

The Group uses quantitative models in many of its financial and business activities, including when underwriting a credit facility, reporting ECL under IFRS 9 and assessing liquidity risk and profit rate risk.

To manage the model risks, the Group has developed and implemented a model risk management policy and governance framework which contains development, implementation and validation policies and practices. According to the framework, all internally or externally developed risk quantification models that directly affect the financial reporting on ECL require validation periodically (internally or externally). The MRMC is responsible for overseeing all model-related development, implementation of the framework and performance of the models. The MRMC reports to the Management Risk Management Committee.

The framework establishes a systematic approach to manage the development, implementation, approval, validation and ongoing use of models. It sets out an effective governance and management structure with clearly defined roles and responsibilities, policies and controls for managing model risk. The framework is reviewed on a regular basis to ensure it meets regulatory standards and international practices. Any major change to the framework is approved by the Management Risk Management Committee upon recommendation of the MRMC.

DIB has an independent validation function that performs independent model validation. It provides fit-for-purpose, conditional approval or not fit-for-purpose recommendations to the MRMC to approve the use of the new risk quantification or valuation models. In addition to new model validation, the validation function also evaluates the performance of existing models through an annual validation process.

RISK MITIGATION

As part of its overall risk management process, the Group uses various methods to manage exposures resulting from changes in credit risks, liquidity risks, market risks (including profit rate risks, foreign exchange risks and equity price risks) and operational risks.

The Group seeks to manage its credit risk exposures through diversification of financing and investment activities to avoid undue concentration of risk with individuals and groups of customers in specific locations or businesses. The Group actively uses collateral to reduce its credit risks. See "– Credit Risk" below for further details.

The Group's market risk management is based on predetermined asset allocation across various asset categories and a continuous appraisal of movements in market conditions. The Group also continuously monitors expected changes in foreign currency rates, benchmark profit rates and equity prices to mitigate market risk. See "– Market Risk" below for further details.

To mitigate its liquidity risk, the Group's management has access to diversified funding sources. The Group's assets are managed with its overall liquidity in mind as well as with a view to maintaining an appropriate balance of cash and cash equivalents to meet its contractual liabilities at short notice.

The Group has developed a detailed risk management framework supported by dedicated policies intended to identify and apply resources effectively to mitigate its other risks.

RISK CONCENTRATION

Concentrations of risk arise within the Group when a number of its counterparties are engaged in similar business activities, or activities in the same geographic region, or have similar economic features that would cause their ability to meet contractual obligations to the Group to be similarly affected by changes in economic, political or other conditions. Concentrations indicate the relative sensitivity of the Group's performance to developments affecting a particular industry or geographical location.

To avoid excessive concentrations of credit risk, the Group's policies and procedures include specific guidelines which require it to focus on maintaining a diversified portfolio of Islamic financing and investment assets. Where concentrations of credit risks are identified, the Group aims to control and manage these accordingly (as described further below).

Credit Risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss and is inherent in a wide range of the Group's businesses. Credit risks could arise from a deterioration in the credit quality of specific counterparties of the Group, from a general deterioration in local or global economic conditions or from systemic risks with the financial system.

The Group attempts to regulate credit risk by implementing a credit risk strategy and attempts to minimise credit risk by monitoring credit exposures (in particular, in relation to those counterparties falling within higher risk rating bands), limiting transactions with specific counterparties and continually assessing the creditworthiness of its counterparties. In addition to monitoring credit limits, the Group manages credit exposure relating to its trading activities through collateral arrangements with counterparties in appropriate circumstances and limiting the duration of its exposure to those counterparties. In certain cases, the Group may also close out transactions or assign them to other counterparties to mitigate credit risk.

Management of credit risk

The Group's credit risk management framework includes:

- establishment of an authorisation structure and limits for the approval and renewal of credit facilities;
- reviewing and assessing credit exposures in accordance with its authorisation structure and limits, prior to facilities being approved for advance to customers. Renewals and reviews of facilities are subject to the same review process as occurs in respect of an application for a new facility;
- limiting concentrations of exposure to industry sectors, geographic locations and counterparties; and
- reviewing compliance, on an ongoing basis, with agreed exposure limits relating to counterparties, industries and countries and reviewing limits in accordance with the risk management strategy and market trends.

The Group has a credit quality review process to provide early identification of possible changes in the creditworthiness of its counterparties. Counterparty limits are established using a credit risk classification system, which assigns each counterparty a risk rating. The Group's risk ratings are subject to regular revision. The credit quality review process allows the Group to assess its potential loss relating to the risks to which it is exposed.

Credit risk measurement

The Group assesses the probability of default of individual counterparties using internal rating tools tailored to the various categories of counterparties, including corporate, contracting, SME, financial institution and real estate. For sovereigns and financial institutions, external ratings are translated to internal mapped ratings. Models are developed with the external support of accredited consultants and are also subjected to external validation. Models are calibrated to the Group's internal rating scale and are housed within the Moody's CreditLens platform.

The Group's rating tools are kept under review and upgraded as necessary. The Group regularly validates the performance of the rating tools and their predictive power in relation to default events.

Collateral

The Group employs a range of policies and practices to mitigate credit risk. The most traditional and commonly used policy is to take collateral against the amount advanced. The Group has implemented guidelines on the acceptability of specific classes of collateral or credit risk mitigation and the collateral taken is revalued regularly in line with DIB's credit policy and applicable regulations. The principal types of collateral obtained in respect of the Group's Islamic financing and investing assets are:

- mortgages over residential and commercial properties;
- corporate guarantees;
- charges over business assets such as premises, machinery, vehicles and inventory; and
- charges over financial instruments such as deposits and equity investments.

The amount and type of collateral required by the Group depends on its assessment of each counterparty's credit risk. When eligible collateral is used in calculating provisions for Stage 3 accounts, DIB applies haircuts which are conservative in relation to regulatory requirements,

Islamic derivative financial instruments

Credit risk arising from derivative financial instruments is, at any time, limited to those with positive fair values, as recorded in the Group's consolidated statement of financial position.

Credit-related commitments risks

The Group makes available to its customers guarantees and LCs which require it to make payments if a customer fails to fulfil certain obligations it owes to other parties. This exposes the Group to a similar credit risk to that faced by it in respect of its financing and investing assets, and these risks are mitigated by the same control processes and policies as described above.

Portfolio concentrations

Concentrations of credit risk indicate the relative sensitivity of the Group's performance to developments affecting a particular industry or geographic location. The Group's credit policies are structured to ensure that the Group is not over-exposed to a given client, industry or geographic area through diversification of financing and investment activities.

The table below shows the industry breakdown of the Group's total Islamic financing and investing assets (before provisions for impairment) as at 31 December 2025, 31 December 2024 and 31 December 2023.

	As at 31 December					
	2025		2024		2023	
	(AED millions)	*%*	*(AED millions)*	*%*	*(AED millions)*	*%*
Portfolio concentration total Islamic financing and investing assets – by industry sector						
Government	33,453	13	30,289	14	22,023	11
Financial institutions	17,100	6	5,870	3	7,557	4
Real estate	34,705	13	28,171	13	35,915	17
Contracting	2,661	1	2,868	1	4,522	2
Trade	9,261	3	7,723	4	8,842	4
Aviation	16,678	6	14,261	7	15,760	8
Services and others	75,132	28	65,356	30	56,897	27
Consumer home finance	33,497	13	27,452	13	24,671	12
Consumer financing	45,483	17	37,197	17	32,170	15
Total	**267,970**	**100**	**219,187**	**100**	**208,356**	**100**

The table below shows the concentration of the Group's gross total Islamic financing and investing assets by geography as at 31 December 2025, 31 December 2024 and 31 December 2023.

	As at 31 December					
	2025		2024		2023	
	(AED millions)	*%*	*(AED millions)*	*%*	*(AED millions)*	*%*
Portfolio concentration total Islamic financing and investing assets – by geographical area						
Within UAE	221,813	83	191,575	87	190,213	91
Outside UAE	46,157	17	27,612	13	18,143	9
Total	**267,970**	**100**	**219,187**	**100**	**208,356**	**100**

The table below shows the Group's non-performing assets ratio and provision coverage ratio as at 31 December 2025, 31 December 2024 and 31 December 2023.

	Portfolio outstanding net of future profits	Bilateral sukuk	Total	Non performing assets	Provisions held	Non performing/ portfolio outstanding net of future profits and bilateral sukuk	Provisions/ non performing
			(AED millions)			*(%)*	
31 December 2025	267,970	2,585	270,555	7,167	5,915	2.7	120
31 December 2024	219,187	4,661	223,848	9,138	6,761	4.1	97
31 December 2023	208,356	4,661	213,017	11,497	8,903	5.4	90

Impairment assessment

The Group applies a three-stage approach to measure allowances for credit losses, using an ECL model as required under IFRS 9, for the following categories of financial instruments that are measured at amortised cost:

- Islamic financing and investing assets and investment in Islamic sukuk;

- off-balance sheet instruments issued;
- financial guarantee contracts issued;
- due from banks and financial institutions;
- balances with Central Banks; and
- other financial assets.

The ECL model is based on the change in credit quality of financial assets since initial recognition. ECLs reflect the present value of all cash shortfalls related to default events either: (i) over the following 12 months; or (ii) over the expected life of a financial instrument depending on credit deterioration from inception. The three stages are as follows:

- under stage one, where there has not been a significant increase in credit risk since initial recognition, an amount equal to 12 months ECL is recorded;
- under stage two, where there has been a significant increase in credit risk since initial recognition but the financial instruments are not considered credit impaired, an amount equal to the default probability weighted lifetime ECL is recorded; and
- under stage three, where there is objective evidence of impairment at the reporting date these financial instruments are classified as credit impaired and an amount equal to the lifetime ECL is recorded for the financial assets.

The ECL model is forward-looking and requires the use of reasonable and supportable forecasts of future economic conditions in the determination of significant increases in credit risk (SICR) and measurement of ECL. No impairment loss is recognised on equity investments.

For a discussion of the way ECL is measured, see note 5.3.9 to the 2025 Financial Statements.

The table below shows the movements in the Group's provision for impairment in respect of its Islamic financing and investing assets for the years ended 31 December in each of 2025, 2024 and 2023.

	Year ended 31 December		
	2025	**2024**	**2023**
		(*AED millions*)	
Balance at 1 January	6,761	8,903	8,793
Impairment charge during the year, net	637	407	1,325
Write-off	(1,717)	(2,725)	(1,210)
Exchange and other adjustments	234	175	(5)
Balance at the end of the year	**5,915**	**6,761**	**8,903**

A more detailed table showing the split of the provision between IFRS 9 stages can be found in note 9.3 to the 2024 Financial Statements and note 9.4 to the 2025 Financial Statements.

LIQUIDITY RISK

Liquidity risk is the risk that the Group will be unable to meet its payment obligations when they fall due under normal and stressed circumstances. To limit this risk, management has arranged diversified funding sources in addition to the Group's core deposit base, manages assets with liquidity in mind, and monitors future cash flows and liquidity daily. This incorporates an assessment of expected cash flows and the availability of high-grade collateral which could be used to secure additional funding if required.

DIB is required to have a robust liquidity risk framework in place to manage its liquidity position in accordance with the qualitative and quantitative requirements issued by the Central Bank. Pursuant to the qualitative requirements, DIB is compliant with both the Basel III liquidity coverage ratio (**LCR**) and net stable funding ratio (**NSFR**). These regulatory metrics are complemented by internal metrics such as liquidity stress testing, funding concentration metrics, evaluation of available unencumbered assets and liquidity pool, cumulative maturity mismatch analyses as well as monitoring Bank specific and market wide early warning indicators.

The Group maintains a portfolio of highly marketable and diverse assets that it believes can be liquidated easily in the event of an unforeseen interruption of its cash flows. The Group also has committed lines of credit that it can access to meet liquidity needs should the need arise. In addition, the Group maintains statutory deposits with certain central banks. The Group's liquidity position is assessed and managed under a variety of scenarios, which give due consideration to stress factors relating to both the market in general and those specific to the Group.

The Group believes that the high quality of its asset portfolio ensures its liquidity, which, coupled with its own funds and stable customer deposits, help form a stable funding source. DIB is confident that, even under adverse conditions, the Group will have access to the funds necessary to cover customer needs and meet its funding requirements.

The Group also uses maturity mismatch analysis to monitor its liquidity, which is monitored over successive time bands and across functional currencies. See note 47.3.3 to the 2025 Financial Statements which summarises the maturity profile of the Group's assets and liabilities based on the carrying values as at 31 December in each of 2025 and 2024. Guidelines have been established by the Group for the cumulative negative cash flow over successive time periods.

In addition, note 47.3.4 to the 2025 Financial Statements shows the maturity profile of the contractual gross cash flows of the Group's financial assets and liabilities (including its contingent liabilities and capital expenditure commitments) as at 31 December in each of 2025 and 2024.

Liquidity risk management process

The Group's liquidity risk management process which is monitored by separate teams in the Group Risk Management department and the Treasury department, includes:

- day-to-day funding, managed by monitoring future cash flows to ensure that requirements can be met. This includes the replenishment of funds as they mature or are financed by customers;
- maintaining a portfolio of highly marketable assets that can easily be liquidated as protection against any unforeseen interruption to the Group's cash flows;
- monitoring the Group's consolidated statement of financial position liquidity ratios against internal and regulatory requirements;
- managing the concentration and profile of the maturity dates of its investing and financing exposures; and
- monitoring critical liquidity ratios.

The ALCO and Liquidity Management Committee meet on a regular basis with particular focus on liquidity management. The Group considers new options for expanding its liabilities base (through changed tenors and currencies) and focuses on its capital market funding plan. The Group is also strengthening its liquidity buffers by timing disbursements to customers along with a strict focus on enhancing deposit relationships across all customer segments.

The table below shows a number of liquidity ratios for the Group as at 31 December 2025, 31 December 2024 and 31 December 2023.

	As at 31 December		
	2025	2024	2023
		%	
Liquidity ratios:			
Liquid assets[(1)]/customer deposits	13	11	7
Customers' deposits/total deposits[(2)]	99	98	94
Net financing and investment assets/customers' deposits	82	85	90
Net financing and investment assets/total assets	63	62	63
LCR	157	159	189
NSFR	109	112	106

Notes:

(1) Liquid assets comprise cash and balances with central banks and due from banks and financial institutions minus due to banks and financial institutions.

(2) Total deposits comprise customers' deposits and due to banks and financial institutions.

Market Risk

Market risk arises from changes in market rates such as profit rates, foreign exchange rates and equity prices, as well as in their correlation and implied volatilities. Market risk management is designed to limit the amount of potential losses on the Group's open positions which may arise due to unforeseen changes in profit rates, foreign exchange rates or equity prices. The Group is exposed to diverse financial instruments including securities, foreign currencies, equities and commodities.

The Group pays considerable attention to market risk. It uses appropriate models, in accordance with standard market practice, to value its positions and receives regular market information to regulate its market risk.

The Group's market risk framework comprises the following elements:

- limits to ensure that risk-takers do not exceed aggregate risk and concentration parameters set by senior management with appropriate monitoring, reporting and limit excesses' escalation procedures;
- independent mark-to-market valuation, reconciliation of positions and tracking of stop-losses for trading positions on a timely basis;
- a comprehensive set of policies, procedures and limits; and
- monitoring a wide range of risk metrics appropriate for the respective trading activities - such as risk sensitivities, gross and net open positions, value-at-risk (**VaR**) and stop-loss limits.

The policies, procedures and limits are set to ensure the implementation of the Group's market risk policy in day-to-day operations. These are reviewed periodically to ensure they remain in line with the Group's general market risk policy. DIB's Group Chief Risk Officer ensures that the market risk management process is always adequately and appropriately staffed. In addition to its internal procedures and systems, the Group is required to comply with the guidelines and regulations of the Central Bank.

Profit margin risk

The Group is not significantly exposed to risk in terms of the repricing of its customer deposits since, in accordance with Sharia, the Group does not provide contractual rates of return to its depositors or investment account holders. The return payable to depositors and investment account holders is based on the principle of Mudaraba by which the depositors and investment account holders agree to share the profit or loss made by the Group's common and wakala pool over a given period.

Profit rate risk

Profit rate risk arises from the possibility that changes in profit rates will affect future profitability or the fair values of financial instruments. The Group is exposed to profit rate risk due to mismatches or gaps in the amounts of assets and liabilities and off-balance sheet instruments that mature or re-price in a given period. The Group manages this risk through risk management strategies.

The effective profit rate (effective yield) of a monetary financial instrument is the rate that, when used in a present value calculation, results in the carrying amount of the instrument. The rate is a historical rate for a fixed rate instrument carried at amortised cost and a current rate for a floating rate instrument or an instrument carried at fair value.

The Group manages profit rate risk in its banking book based on the Basel-defined framework, measuring the delta of economic value of equity (delta EVE), the delta of net profit income (delta NPI) and other measures.

See further note 47.4.1 to the 2025 Financial Statements.

Foreign exchange risk

The Group is exposed to losses in value on financial instruments denominated in currencies other than the dirham due to its exposure to changes in currency rates. See note 47.4.2 to the 2025 Financial Statements.

The Group also has income recorded in its overseas subsidiaries and is therefore exposed to movements in the foreign currency rates used to convert this income into dirham when consolidating the results of those subsidiaries, see further note 47.4.3 to the 2025 Financial Statements.

Equity price risk

Equity price risk is the risk that the fair values of equities decrease as the result of changes in the level of equity indices and the value of individual stocks. Non-trading equity price risk exposure arises from the Group's investment portfolio. See further note 47.4.4 to the 2025 Financial Statements.

OPERATIONAL RISK

Operational risk is the potential exposure to financial or other damage arising from inadequate or failed internal processes, people or systems.

The Group has developed a detailed operational risk framework which defines the roles and responsibilities of individuals/units across different functions that are involved in performing various operational risk management tasks. The Group's operational risk management framework is intended to ensure that its operational risks are properly identified, monitored, managed and reported. Key elements of this framework include process mapping, setting up a loss database, establishing key risk indicators (**KRIs**), risk analysis and risk management reporting.

The Group currently uses an operational risk management system (**ORMS**) to track operational risk events across its businesses. The system houses more than 10 years of operational loss data. The system also records KRIs and risk control self-assessment.

Each new product introduced by the Group is subject to a risk review and sign-off process where all relevant risks are identified and assessed by departments independent of the risk-taking unit proposing the product.

Variations of existing products are also subject to a similar process. The Group's business and support units are responsible for managing operational risk in their respective functional areas. They operate within the Group's operational risk management framework and ensure that risk is managed within their respective business units. The day-to-day management of operational risk is carried out through the Group's comprehensive system of internal controls, supported by robust systems and procedures to monitor transaction

positions and documentation, as well as the maintenance of key backup procedures and business contingency planning.

REGULATORY/COMPLIANCE RISK

Regulatory/compliance risk is the risk of reputational and/or financial losses due to the failure to comply with applicable laws, regulations or sanctions. The Group has an independent compliance function, with the necessary mandate and authority to enforce and monitor compliance. See "*Description of the Group – Group Compliance*".

REPUTATIONAL RISK

Reputational risk is the risk of potential loss of earnings and future revenue, loss in market value or lack of liquidity supply due to deterioration of reputation, including the Group's reputation regarding the level of its Sharia compliance as discussed further below. It also includes the threat to the brand value of a financial institution.

Reputational risk can arise due to failures with a strong negative perception amongst clients, shareholders, creditors or the public. The Group has measures designed to ensure a positive perception of the Group and that its overall risk management ensures appropriate management of reputational risk.

LEGAL RISK

The Group has a full-time team of legal advisers who deals with both routine and more complex legal cases. Situations of a particular complexity and sensitivity are referred to external firms of lawyers, either in the UAE or overseas, as appropriate. The Group also seeks to mitigate legal risk by using properly reviewed standard documentation and, where necessary, seeking appropriate legal advice in relation to its non-standard documentation.

SHARIA NON-COMPLIANCE RISK

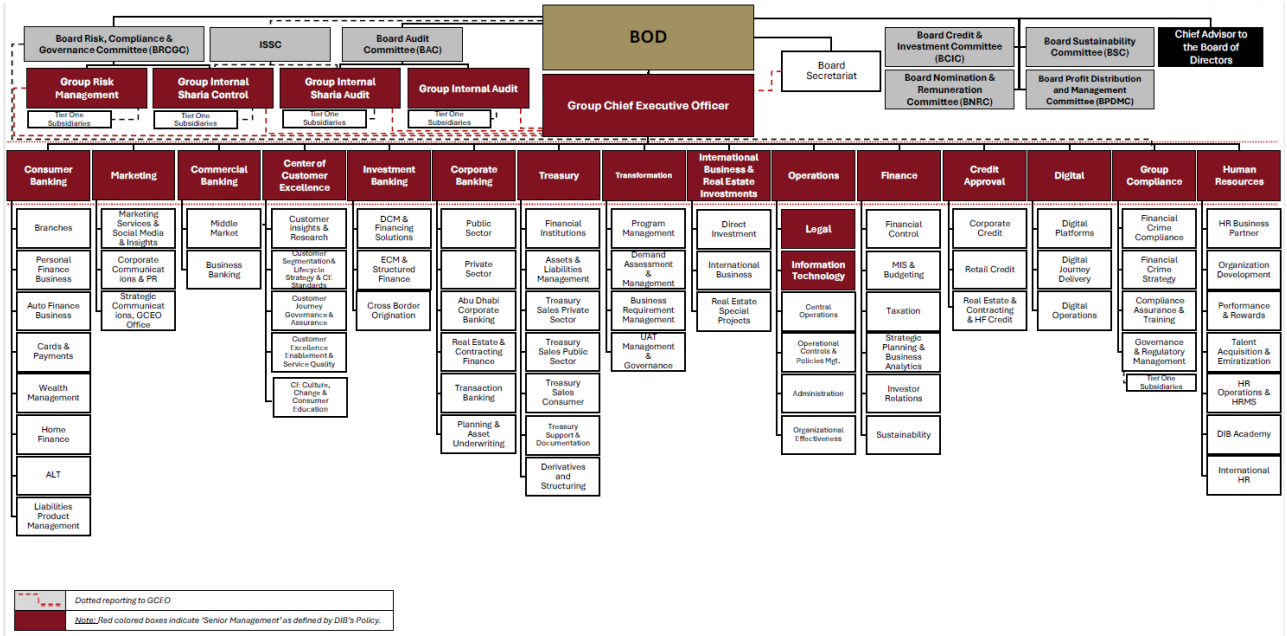
DIB is exposed to Sharia non-compliance risk, being the risk that arises from DIB's failure to comply with (a) resolutions, fatwas, regulations and standards issued by the Higher Sharia Authority of the Central Bank of the UAE (the **HSA**) in relation to DIB's licensed activities and businesses; and (b) resolutions and fatwas issued by the Internal Sharia Supervisory Committee of DIB (the **ISSC**) in relation to DIB's licensed activities and businesses (provided these do not contradict any HSA resolutions).

DIB has an effective Sharia governance in place to manage and mitigate Sharia non-compliance risk. The Board is ultimately responsible for DIB's compliance with the principles of Sharia with respect to all its licensed activities and businesses through the implementation of a robust Sharia governance framework that conforms to the resolutions of the HSA.

To ensure DIB's Sharia compliance, all products, services, transactions and matters are duly approved by the ISSC. DIB maintains effective internal Sharia controls comprising three distinct lines of defence, including (i) the business (which adopts robust policies, procedures and controls approved by the ISSC), (ii) the internal Sharia control department (which supports the ISSC), and (iii) the internal Sharia audit department (which undertakes Sharia audits and monitors on-going compliance).

MANAGEMENT AND EMPLOYEES

The following chart summarises the principal features of the organisational structure within the Group:



BOARD OF DIRECTORS

The Board of Directors is elected by shareholders at a general meeting. DIB requires the majority of its Board to be UAE nationals. Each Director is appointed for a three-year term at the end of which the Board is re-elected. The Board has the necessary power to manage DIB and act on its behalf.

The following table sets out the names of the current members of DIB's Board of Directors:

Name	Designation
H.E. Mohammed Ibrahim Al-Shaibani	Board Chairman
Mr. Yahya Saeed Ahmad Lootah	Vice Chairman
Mr. Hamad Abdulla Rashed Al Shamsi	Board Member
Mr. Ahmad Mohammad Bin Humaidan	Board Member
Mr. Abdulaziz Ahmed Rahma Al Mheiri	Board Member
H.E. Hamad Mubarak Buamim	Board Member
Mr. Javier Marin Romano	Board Member
Mr. Bader Saeed Abdulla Hareb Almheiri	Board Member
Dr. Cigdem Kogar	Board Member

The address of each member of the Board is P.O. Box 1080, Dubai, UAE. There are no potential conflicts of interest between the private interests or other duties of the Directors listed above and their duties to the Group. All Board members are non-executive directors and four of the nine members are also independent members.

Detailed below is brief biographical information on the members of the Board.

H.E. Mohammed Ibrahim Al-Shaibani

H.E. Mohammed Ibrahim Al-Shaibani is Board Chairman. He is non-executive and non-independent.

His Excellency Mohammed Ibrahim Al-Shaibani is a senior leader in the Government of Dubai and a prominent figure in sovereign investment and institutional governance.

He is the Director General of His Highness The Dubai Ruler's Court, overseeing the execution of strategic directives across Dubai government entities. He is also Managing Director of the ICD, the principal investment arm of the government of Dubai, where he is responsible for a diversified global portfolio across key economic sectors.

His Excellency is Vice Chairman of the Supreme Fiscal Committee of Dubai and a member of the Executive Council of Dubai, contributing to fiscal oversight and strategic public-sector decision-making.

In addition, His Excellency holds several senior chairmanships. He is Chairman of Dubai Healthcare City Authority, overseeing one of the world's first enabling healthcare and wellness freezone ecosystems, Chairman of Kerzner International, a globally reputed leader in luxury hospitality, and Chairman of Dubai Humanitarian, which coordinates international humanitarian assistance.

His Excellency also serves on the boards of key strategic enterprises, including Dubai World and Dubai Aerospace Enterprise (DAE) Ltd.

Having served as the Deputy Chairman of the Higher Committee of Expo 2020 Dubai, he is currently a member of the Supreme Committee for Expo City Dubai.

His Excellency graduated in 1988 from the United States and holds a Bachelor's degree in Computer Science.

Mr. Yahya Saeed Ahmad Lootah

Mr. Lootah Board Vice Chairman. He is non-executive and non-independent.

Mr. Lootah has over three decades of experience with S.S. Lootah Group, a leading diversified business based in Dubai which is active across key business sectors ranging from construction, real estate, energy, AI applications, financial services, applied research, education, hospitality, media and healthcare. Under his leadership, S.S. Lootah Group has received, amongst others, the Mohammed Bin Rashid Business Award and the Dubai Award for Sustainable Transport.

Mr. Lootah was Chairman of Noor Bank PJSC prior to Noor Bank being incorporated into DIB in November 2020. He is Vice Chairman of Dubai Chambers, Chairman of Saeed Ahmed Lootah & Sons Group LLC, Vice Chairman of Saeed Ahmed Lootah Charity Foundation and General Manager of SS Lootah Contracting, Lootah BC Gas, SS Lootah Real Estate and SS Lootah International.

Mr. Lootah holds a degree in Civil Architectural Engineering as well as a Master's of Science degree in Engineering from University of Bridgeport, Connecticut.

Mr. Hamad Abdulla Rashed Al Shamsi

Mr. Al Shamsi is a non-executive and non-independent member of the Board.

Mr. Al Shamsi has a wealth of experience spanning over three decades, has managed businesses across multiple disciplines and has expertise in financial services and investments. He serves as a Board member of Amanat Holding PJSC.

Mr Al Shamsi has served as the Chief Executive Officer of International Capital Trading LLC, an Abu Dhabi headquartered private investment company. He also served in the Abu Dhabi Investment Authority before moving to the Private Department of His Highness the Late Sheikh Zayed Bin Sultan Al Nahyan. In addition, Mr. Al Shamsi served on the Boards of several leading private and government institutions engaged in commercial, financial and service-based activities in the UAE, including Etihad Airways. His former Board appointments include Chairman of Abu Dhabi Securities Exchange, Al Qudra Holding and International Holding Company (IHC), Vice Chairman of Abu Dhabi Media Zone Authority, and board member of Abu Dhabi Council for Economic Development, Finance House, Al Hilal Bank, Abu Dhabi Aviation and Abu Dhabi Airports Company.

Mr. Al Shamsi holds a Bachelor's degree in Business Administration from UAE University and an MBA majoring in Finance and Banking from the United States.

Mr. Ahmad Mohammad Bin Humaidan

Mr. Bin Humaidan is a non-executive and non-independent member of the Board.

Mr. Bin Humaidan has more than 30 years' experience in various leadership roles working in entities including Emirates Group, Dubai Courts, The Executive Office of His Highness Shaikh Mohammad Bin Rashid Al Maktoum, Dubai Smart Government and His Highness The Dubai Rulers Court.

He has served on many strategic, specialised committees, including as Chairman - Information Security Committee (which was mandated to develop and enforce a government wide information security standard across all government entities), member of Crises and Disasters Management Team – Government of Dubai, Vice Chairman Smart City Office – Government of Dubai, Board of Trustee member – Hamdan Bin Mohammed Smart University and Board member of Judicial Institute.

On an international level, he chaired the MENA - OECD Working Group II: Open & Innovative Government (2009 – 2014) with co-chairs from Italy and Korea and participants from MENA and OECD countries.

He gained extensive experience in strategic thinking, strategic planning, risk management, projects management and managing change.

Mr. Bin Humaidan holds a Bachelor’s degree in Electrical Engineering from UAE University, a post graduate diploma in Business Administration from Sheffield Hallam University, United Kingdom and a Certificate from "Shaikh Mohammad Bin Rashid Center for Leadership Development" for completing the requirements of the Leadership Programme (2005-2007).

Mr. Abdulaziz Ahmed Rahma Al Mheiri

Mr. Al Mheiri is a non-executive and non-independent member of the Board.

Mr. Al Mheiri serves as a member of the Board of Directors of Bourse Dubai and Chairman of the Supervisory Board of Bosna Bank International. He previously served as the Managing Director of the ICD and as a member of the Board of Directors and Chief Executive Officer for Dubai Bank.

Mr. Al Mheiri holds a Science degree, specialising in Accounting and Finance, from the American College of Switzerland.

H.E. Hamad Mubarak Buamim

Dr. Buamin is a non-executive and independent member of the Board.

Dr. Buamim is the Chairman of the Board of DMCC (Dubai Multi Commodities Centre). Previously, Dr. Buamim served as President and CEO of the Dubai Chamber of Commerce during 2006 to 2022, where he led key business transformations in Dubai and chaired the ICC World Chambers Federation in Paris during 2018 to 2022.

In addition to his current role at DMCC, Dr. Buamim holds several other leadership and board positions, including Chairman of National General Insurance PJSC, Vice Chairman of Deyaar Properties PJSC and Board member, Dubai Electricity & Water Authority. He also serves as a Board Member at International Hotel Investment PLC – Malta and Chairman of the Advisory Board, Wealthbrix Capital Partners Limited.

Throughout his career, Dr. Buamim has made significant contributions to the success of high-profile boards, including the Central Bank, Dubai World, Istithmar World, Emirates NBD PJSC, Network International and Kerzner. He was also Vice Chairman of Noor Bank PJSC when it was incorporated into DIB.

Dr. Hamad earned a Doctor of Business Administration from Warwick Business School, UK, an MBA with honours in Finance from the University of Missouri, Kansas City; and a BSc in Electrical Engineering, Magna Cum Laude, from the University of Southern California, Los Angeles.

Mr. Javier Marin Romano

Mr. Romano is a non-executive and independent member of the Board.

Mr. Romano serves as the CEO of Singular Bank (Spain), part of Warburg Pincus, the leading global investment group, created in 1966 and with presence in more than 40 countries, with more than 55 years of experience in financial services, which manages more than U.S.$80 billion in assets and has an active portfolio that includes more than 960 listed and private companies.

Mr. Romano is an entrepreneur and an investor in technology companies linked to financial services. He also serves as a director in each of the UCV (Spanish University) and Instituto per le Opere di Religione (IOR). Prior to this, Mr. Romano served as Chief Executive Officer of Banco Santander, senior executive vice-president of Banco Santander and head of private banking, asset management and insurance.

He has also been a member of the European Banking Association and the European Financial Services Association and of the Board of Directors in different banks, insurance companies and asset managers in several countries in Europe (affiliates of Banco Santander).

Mr. Romano holds a degree in Law and a diploma in Business Administration from the Universidad Pontificia de Comillas in Madrid (Spain). He also obtained Master's degrees in European law in Luxembourg, in banking administration from the Institute International d´Etudes Bancaires (La Joya, California) and in taxes from the Universidad Pontificia de Comillas (Madrid) and completed the advanced programme of Singularity University (California).

Mr. Bader Saeed Abdulla Hareb Almheiri

Mr. Hareb is a non-executive and independent member of the Board.

Mr. Hareb serves as the Managing Partner of Global Partners and the Executive Chairman of Global Partners Property Fund II.

Mr. Hareb brings over two decades of experience in senior leadership roles across the real estate and development sectors. Most recently, he served as CEO of Emaar Development PJSC, where he oversaw the development and delivery of a large portfolio of iconic mega masterplans. Prior to that, he was the CEO of Dubai Healthcare City, Chief Property Officer at Majid Al Futtaim Properties – with concurrent roles as Vice Chairman of The Wave in Muscat and Sharjah Holding – and Managing Director at Nakheel, where he played a key role in managing major projects and navigating financial restructuring. Beyond his executive roles, Mr. Hareb contributes his expertise to several boards. He is recognised for his extensive knowledge on real estate, strategic leadership, and unique local insights.

Mr. Bader holds an Executive MBA from the American University of Sharjah and obtained a Bachelor's degree in Civil Engineering from United Arab Emirates University, Al Ain in 2002.

Dr. Cigdem Kogar

Dr. Kogar is a non-executive and independent member of the Board.

Dr. Çiğdem Koğar has over three decades of expertise in central banking, financial sector regulation, banking, risk management, macroeconomic policy and governance.

Dr. Koğar is the managing partner of Izgi Global Consultancy. Her earlier career includes senior leadership positions at the Central Bank of the Republic of Türkiye where she served as Executive Director for Banking

& Financial Institutions, London Chief Representative and liaison to global regulatory bodies including the IMF, World Bank, OECD, G20, Financial Stability Board, Basel Committee and Islamic Financial Services Board.

She has also served for 12 years on the Board of the Central Bank of Northern Cyprus contributing to monetary and financial stability, licensing and supervision of financial institutions and strategic governance. Dr. Koğar's Board leadership further includes chairing Türkiye's Check Clearing Centre and Credit Risk Center overseeing payment systems, financial infrastructure and national credit risk-sharing mechanisms.

As an advocate for sustainable development and women's empowerment, Dr. Koğar has spoken at high-level global forums, including the United Nations, and published on women's role in science and innovation.

Dr. Kogar holds a PhD in Economics from Middle East Technical University, Türkiye an MA in Economics from Boston College, USA and a B.Sc. in Economics from Middle East Technical University, Türkiye.

KEY LEADERSHIP TEAM

The following table sets out the names of the current members of DIB's key leadership team:

Name	Position
Dr. Adnan Chilwan	Group Chief Executive Officer
Mr. Obaid Al Shamsi	Chief Operating Officer
Mr. Naveed Ali	Chief of Corporate Banking
Mr. Saeed Ahmad Wajdi	Chief of Treasury
Mr. Mohamed Al Sharif	Chief of International Business and Real Estate Investments
Mr. Ali Ahmad	Chief of Investment Banking
Mr. Saoud Aljassem Alrayssi	Chief of Commercial Banking
Mr. Nagaraj Ramakrishnan	Chief Credit Officer
Mr. Chandra Mohan Ganapathy	Group Chief Risk Officer
Mr. Sanjay Malhotra	Chief Consumer Banking Officer
Mr. Musabbah Al Qaizi	Chief Digital Officer
Mr. John Macedo	Chief Financial Officer
Mr. Varun Sood	Chief Transformation Officer
Mr. Omar Rahman	Chief of Legal
Mr. Volkan Pekince	Group Chief of Internal Audit
Mr. Abdul Waheed Rathore	Group Chief Compliance Officer
Ms. Tan Lih Miin	Chief of Center of Customer Excellence
Ms. Maitha Shuaib	Chief Marketing Officer
Mr. Noman Rasheed	Chief Information Officer
Mr. Mian Muhammad Nazir	Group Head of Internal Sharia Control
Mr. Ahmed Elsayed Awad Haikal	Group Head of Internal Sharia Audit
Ms. Rafia Alabbar	Head of Human Resources
Mr. Kashif Moosa	Chief Sustainability Officer

The address of each member of the senior management of DIB is P.O. Box 1080, Dubai, UAE. There are no potential conflicts of interest between the private interests or other duties of the senior management of DIB listed above and their duties to DIB.

Detailed below is brief biographical information on the senior management of DIB.

Dr. Adnan Chilwan

Dr. Chilwan serves as the Group CEO of DIB. With nearly three decades of experience in banking, he has built a career spanning both conventional and Islamic finance, including senior roles at DIB, Dubai Bank, Commercial Bank of Qatar, Mashreq Bank, Abu Dhabi Islamic Bank and HSBC.

Alongside his executive responsibilities, Dr. Chilwan holds board positions at Noor Bank, Deyaar PJSC, Liquidity Management Centre and the International Islamic Financial Market and serves as Chairman of DIB Kenya's Board of Directors. He holds a PhD, an MBA in Marketing, and is a Certified Islamic Banker.

Recognised among Forbes Middle East's 'Top 100 CEOs in the Middle East' (2023–2025) and selected by Entrepreneur Middle East as one of its 33 Indian Visionaries (2025), Dr. Chilwan has also been acknowledged among the region's 100 sustainability leaders (2023) and named Banker of the Year at the MEA Finance Awards (2022). Dr. Chilwan continues to be acknowledged for leadership influence across the region's banking and business landscape.

Mr. Obaid Al Shamsi

Mr. Obaid Al Shamsi serves as Chief Operating Officer and oversees DIB's core operational and enabling functions, including Operations, Technology, Legal, Organisational Effectiveness, Operational Control, Policy Management and Administration. His role focuses on the effective delivery of DIB’s operating and technology platforms, overseeing governance-related activities, and playing a key role in strategic initiatives and transformation programmes.

Mr. Al Shamsi has over 28 years of experience in operational leadership and strategy execution, including technology and operating model transformation, mergers and acquisitions and human resources leadership.

Mr. Al Shamsi serves on the boards of a number of the Group's local and international subsidiaries and affiliates in a non-executive capacity. He holds an MBA from Middlesex University, London, is a Certified Board Member under the Director Development Programme of the International Finance Corporation and Hawkamah Institute for Governance, and holds professional certifications in Human Resource Management from the American University of Sharjah and in Personnel Practice from the Chartered Institute of Personnel and Development, United Kingdom.

Mr. Naveed Ali

Mr. Naveed Ali serves as Chief of Corporate Banking and is responsible for leading DIB's corporate banking franchise, including corporate relationship management, portfolio growth and the delivery of financing solutions to corporate and institutional clients. His role encompasses business performance, client coverage, portfolio quality and credit discipline.

Mr. Ali has over 32 years of experience across corporate and investment banking, with a strong background in corporate finance and relationship management, gained through senior roles at international and regional financial institutions. Prior to joining DIB, he held positions within Corporate and Investment Banking at Bank of America and Mashreq Bank.

Mr. Ali holds a Bachelor of Science degree from the University of Karachi, Pakistan.

Mr. Saeed Ahmad Wajdi

Mr. Saeed Wajdi serves as Chief of Treasury and is responsible for the management of DIB's balance sheet, liquidity and funding activities, as well as treasury-related market and investment activities, including sukuk investments.

Mr. Wajdi has over 27 years of experience across global markets, treasury and institutional sales. Prior to joining DIB, he held senior leadership roles within Global Markets at First Abu Dhabi Bank and its predecessor, National Bank of Abu Dhabi.

Mr. Wajdi holds a Bachelor of Applied Science in Business Administration from the Higher Colleges of Technology.

Mr. Mohamed Al Sharif

Mr. Mohamed Al Sharif serves as Chief of International Business and Real Estate Investments and is responsible for overseeing DIB's international business footprint and its direct and real estate investment activities, with a focus on disciplined portfolio oversight and strategic alignment.

Mr. Al Sharif has over 39 years of experience across banking, finance and investment activities, with a background spanning financial institutions and regulatory oversight. Prior to joining DIB, he served at the Central Bank as Head of Banking Supervision and held earlier roles in finance.

Mr. Al Sharif holds a Master of Arts degree from The Catholic University of America, USA, and is a Certified Public Accountant (CPA) and a member of the American Institute of Certified Public Accountants, USA.

Mr. Ali Ahmad

Mr. Ali Ahmad serves as Chief of Investment Banking and is responsible for overseeing DIB's investment banking franchise, encompassing debt capital markets, financing solutions, equity capital markets, structured finance and cross-border financing.

Mr. Ahmad has over 31 years of experience across capital markets and debt origination, with extensive leadership experience in the Africa and Middle East region. Prior to joining DIB, he spent 22 years at Standard Chartered Bank, where he held senior roles within investment banking and capital markets, advising on large and complex debt and financing transactions.

Mr. Ahmad holds a Bachelor of Arts in Economics and Political Science from Case Western Reserve University, Cleveland, Ohio, USA.

Mr. Saoud Aljassem Alrayssi

Mr. Saoud Aljassem Alrayssi serves as Chief of Commercial Banking and is responsible for leading DIB's commercial banking franchise, encompassing business banking and emerging corporates. His role focuses on business performance, client coverage, portfolio quality and disciplined risk and conduct outcomes.

Mr. Alrayssi has over 23 years of experience across commercial and corporate banking in regional and international financial institutions. His experience includes senior leadership roles at Abu Dhabi Commercial Bank, Emirates NBD and Standard Chartered Bank, as well as board exposure within banking subsidiaries.

Mr. Alrayssi holds a Master of Business Administration from London Business School (United Kingdom) and a Bachelor of Science in Finance from Drexel University, Philadelphia, USA.

Mr. Nagaraj Ramakrishnan

Mr. Nagaraj Ramakrishnan serves as Chief Credit Officer and is responsible for DIB's credit underwriting, approval processes and portfolio oversight across corporate, institutional and consumer banking, as well as treasury and investment banking activities.

Mr. Ramakrishnan has over 30 years of experience in credit and risk management across regional and international financial institutions. Prior to joining DIB, he held senior credit and risk roles at Emirates NBD, Standard Chartered Bank, Citigroup and American Express Bank across Asia and the Middle East.

Mr. Ramakrishnan holds a Bachelor of Commerce degree from National College, Tiruchirappalli, India and is an Associate Member of the Institute of Chartered Accountants of India.

Mr. Chandra Mohan Ganapathy

Mr. Chandra Ganapathy serves as Group Chief Risk Officer and is responsible for the oversight of the Group's enterprise risk management framework.

Mr. Ganapathy has over 34 years of experience across enterprise risk management, regulatory compliance and governance. Prior to joining DIB, he held senior risk leadership roles at Ahli United Bank BSC, Bahrain, and previously worked with International Bank of Qatar, Commercial Bank of Kuwait, Gulf Bank and SBI Capital Markets Limited in India.

Mr. Ganapathy is a CFA Charterholder, an Associate Chartered Accountant, a certified Financial Risk Manager and Professional Risk Manager, and holds a Certificate in Quantitative Finance.

Mr. Sanjay Malhotra

Mr. Sanjay Malhotra serves as Chief Consumer Banking Officer and is responsible for leading DIB's consumer banking franchise, including retail banking and wealth management, with accountability for overall business performance and responsibility customer outcomes.

Mr. Malhotra has over 31 years of experience in retail and consumer banking across leading regional and international financial institutions. During his tenure with DIB, he has also served as Chief Digital Officer, with responsibility for the execution of DIB’s digital strategy and the development of its digital banking capabilities. Prior to joining DIB, he served as General Manager – Retail and Wealth Management at National Bank of Oman and as Head of Retail Banking (International) at National Bank of Kuwait, and previously held senior management roles at Citibank, ANZ Grindlays and Arab Bank.

Mr. Malhotra is an engineering graduate MBA from BITS Pilani, India.

Mr. Musabbah Al Qaizi

Mr. Al Qaizi serves as Chief Digital Officer and is responsible for leading DIB's digital strategy and the design and implementation of end-to-end digital banking journeys. His role focuses on the development and continuous enhancement of DIB's digital channels and customer access capabilities.

Mr. Al Qaizi has over 35 years of experience in information technology and digital operations, including long-standing tenure with DIB. Earlier in his career, he held responsibility for technology, information security and digital operations.

Mr. Al Qaizi holds a Bachelor’s degree in Information Management Systems from the University of Arkansas at Little Rock, USA.

Mr. John Macedo

Mr. John Macedo serves as Chief Financial Officer and is responsible for the oversight of DIB's finance functions, including financial management and reporting and tax, as well as investor relations, strategic planning and business analysis, and executive oversight of sustainability strategy and reporting. His role supports financial performance through capital discipline, performance management and transparent stakeholder reporting.

Mr. Macedo has over 25 years of experience in senior finance leadership roles. Prior to joining DIB, he served as Chief Financial Officer of Saudi Hollandi Bank, an affiliate of ABN AMRO Bank N.V., and previously as Chief Financial Officer – Liberty Africa at Standard Bank Group. Earlier in his career, he held multiple finance leadership roles at STANLIB.

Mr. Macedo is a Chartered Accountant and a member of the South African Institute of Chartered Accountants, holding the CA(SA) designation. He also holds a Master's degree in Accounting and Taxation and an MBA from Duke University's Global Executive programme.

Mr. Varun Sood

Mr. Varun Sood serves as Chief Transformation Officer and is responsible for overseeing DIB's strategic transformation programmes and the critical aspects of the change delivery lifecycle, covering demand management, business requirements management and testing management.

Mr. Sood has over 37 years of experience across banking and financial services, including 19 years with the Group. Prior to joining DIB, he held leadership roles at ABN AMRO Bank, Mashreq Bank, Standard Chartered Bank and Ernst & Young.

Mr. Sood is a Chartered Accountant and a Certified Public Accountant and holds an Honours degree in Economics from the University of Delhi, India.

Mr. Omar Rahman

Mr. Omar Rahman serves as Chief of Legal and is responsible for overseeing DIB's Legal Department and managing all DIB's legal affairs, including the provision of strategic legal advice to senior management and the Board. His role encompasses oversight of complex legal matters and multi-jurisdictional litigation and arbitration.

Mr. Rahman has over 28 years of international and multi-jurisdictional legal experience across international law firms, banks and corporates. Prior to joining the Bank, he held senior in-house legal roles in the banking sector, and earlier in his career he worked at international law firms Simmons & Simmons and Dentons.

Mr. Rahman is a UK-qualified solicitor and a graduate of the University of Oxford. He was recognised as "Middle East General Counsel of the Year" in 2024 and is included in the Legal 500 GC Powerlist for the Middle East in 2022, 2023, 2024 and 2025.

Mr. Abdul Waheed Rathore

Mr. Abdul Waheed Rathore serves as Group Chief Compliance Officer and is responsible for overseeing the Group's compliance function, including regulatory compliance, financial crime compliance and compliance governance.

Mr. Rathore has over 30 years of experience in compliance, regulatory and supervisory roles. Prior to joining DIB, he held senior leadership positions at Citigroup, ABN AMRO Bank, Abu Dhabi Commercial Bank and HBL, and served as Executive Director of Banking and Insurance Supervision at the Financial Services Regulatory Authority of Abu Dhabi Global Market.

Mr. Rathore holds an MBA from INSEAD and a Master of Science degree in Finance and Financial Law from the University of London. He is a Certified Board Director of the Institute of Directors, London, and holds a FinTech certification from the University of Oxford, United Kingdom.

Mr. Volkan Pekince

Mr. Volkan Pekince serves as Group Chief of Internal Audit and is responsible for leading the Group Internal Audit function and providing independent assurance to the Board and senior management.

Mr. Pekince has over 26 years of international experience in internal audit, governance and risk management across large multinational organisations. Prior to joining DIB, he held senior audit and assurance roles at HSBC and Saudi National Bank.

Mr. Pekince holds a Bachelor of Science degree in Electrical and Electronics Engineering from the Middle East Technical University of Türkiye and relevant professional certifications in audit, governance and risk.

Ms. Tan Lih Miin

Ms. Tan Miin serves as Chief of the Center of Customer Excellence in DIB, where she is responsible for defining, designing and driving its enterprise customer excellence strategy and operating model, encompassing customer segmentation, lifecycle management and end-to-end customer journeys from strategy through execution.

Ms. Miin brings over 20 years of international experience in customer strategy and digital transformation across digital-only and traditional banking environments in Asia and the Middle East. She has held senior global and regional leadership roles and was a core member of the founding management team that built and operated a digital-only bank in Singapore.

Ms. Minn holds a Bachelor of Business Administration from the National University of Singapore and has completed postgraduate coursework in Management Science and Engineering at Stanford University.

Ms. Maitha Shuaib

Ms. Maitha Shuaib serves as Chief Marketing Officer and is responsible for leading DIB's marketing and communications strategy, including brand management, corporate communications and stakeholder engagement. Her role supports brand consistency, reputation management and alignment of marketing initiatives with DIB's strategic objectives.

Ms. Shuaib has over 18 years of senior experience in corporate communications and brand leadership across large organisations. Prior to joining DIB, she held senior communications leadership roles at Ducab Group, the UAE Gender Balance Council and Dubai Women's Establishment.

Ms. Shuaib holds a Master's degree in Innovation and Change Management from Hamdan Smart University and a Bachelor's degree in Communication and Media Studies from Zayed University. She has completed executive development programmes, including the ESSEC LEAD Programme, and the Women on International Boards programme with the Institute of Directors.

Mr. Noman Rasheed

Mr. Noman Rasheed serves as Chief Information Officer and is responsible for DIB's information technology function, including infrastructure, banking and data platforms, enterprise architecture and technology governance.

Mr. Rasheed has over 28 years of experience in operations, information technology, and large-scale transformative programmes delivery across regional and international financial institutions. Prior to joining DIB, he served as Chief Information and Operations Officer at Noor Bank, held a senior technology and operations leadership role at Barclays Bank and had accountability for the design and delivery of customer-facing platforms at Mashreq Bank.

Mr. Rasheed holds a master's degree in information technology from Preston University, United States, and a master's degree in management from Liverpool University, United Kingdom.

Mr. Mian Muhammad Nazir

Mian Nazir serves as Group Head of Internal Sharia Control and is responsible for overseeing Sharia compliance across DIB's activities and products. As a Group Head, his role requires providing overall Sharia governance and advisory support for all activities across the Group.

Mr. Nazir has over 21 years of experience in Islamic banking, law, regulations, Sharia governance and advisory services, with long-standing tenure at DIB. His experience includes service on Sharia governance boards and prior roles as Chief Executive Officer of Dar Al Sharia, Legal Advisor to Dallah Albaraka Group and Director Law and Regulatory Affairs, Pakistan Telecommunication Authority.

Mr. Nazir holds a Master of Laws degree from the University of Cambridge, United Kingdom, a Bachelor of Science in Biological Sciences, and an integrated B.A and LLB (Hons.) Sharia and Law from the International Islamic University, Pakistan.

Mr. Ahmed Elsayed Awad Haikal

Mr. Ahmed Haikal serves as Group Head of Internal Sharia Audit and is responsible for leading the Group Internal Sharia Audit function and providing independent assurance to the Board, senior management and the Internal Sharia Supervision Committee.

Mr. Haikal has over 25 years of experience in Islamic banking, Sharia audit, governance and compliance. Prior to his current role, he served as Head of Sharia Compliance at DIB and contributed to the implementation of Sharia governance standards issued by the Higher Sharia Authority. He is a member of the AAOIFI Internal Sharia Audit Working Group and the HSA, CBUAE Zakat Committee and Profit Distribution Standard Committee, where he plays a pivotal role in shaping industry standards. He also serves as Vice Chairman of the Unified Sharia Screening Committee, overseeing Sharia compliance for securities listed on DFM and ADX.

Mr. Haikal is a Certified Sharia Adviser and Auditor accredited by AAOIFI and holds a Higher Diploma in Business Administration, a Bachelor of Business Administration and a Bachelor of Accounting from Mansoura University, Egypt.

Ms. Rafia Alabbar

Ms. Rafia Alabbar serves as Head of Human Resources and is responsible for leading DIB's human resources function, including people strategy, workforce development, talent management and Emiratisation.

Ms. Alabbar has over 23 years of experience in human resources, with long-standing tenure at DIB and progression across senior leadership roles. Her experience includes board-level exposure through service on the board of an affiliate bank.

Ms. Alabbar holds a Bachelor's degree in E-Business Management from Dubai Women's College of Technology, UAE. She is a Certified Senior Professional Coach, a member of the Chartered Institute of Personnel and Development, and a Certified Board Member under the Director Development Programme of Hawkamah Institute for Governance.

Mr. Kashif Moosa

Mr. Kashif Moosa has served as Chief Sustainability Officer at DIB since October 2024.

He brings over 30 years of banking and financial services experience, with a career spanning sustainability, strategy, investor relations, cash management and corporate development across the Middle East and South Asia.

Prior to joining DIB, Mr. Moosa held senior leadership roles at Standard Chartered Bank and ABN AMRO Bank, where he led regional trade products, cash management, and corporate banking initiatives.

Mr. Moosa holds a Master of Business Administration and a Bachelor of Business Administration from the Institute of Business Administration, Karachi.

Internal Sharia Supervisory Committee (ISSC)

The ISSC comprises scholars of high repute with extensive experience of and exposure to law, economics and banking systems in various jurisdictions. The ISSC is appointed by DIB's shareholders at a general assembly meeting and its responsibilities include supervising the development of new and innovative Sharia-compliant products, issuing Fatwas (Sharia edicts) on any matter proposed to it by business units of the Group through the Group Internal Sharia Control Division (the **GISCD**), ensuring through internal the Group Internal Sharia Audit Division (**GISAD**) that the transactions of the Group are carried out in compliance with the Fatwas issued by the ISSC, and providing guidance on any matter referred to it by DIB's management.

The ISSC undertakes Sharia supervision of all businesses, activities, products, services, contracts, documents, policies and procedures of DIB through GISC and GISAD. The ISCD assists DIB in developing new Sharia-compliant products (including their structure, process and documentation), reviewing structure and documentation for sukuk, syndication and fund transactions, and obtaining ongoing guidance and approval from the ISSC. The GISCD comprises highly qualified and experienced lawyers, bankers and Sharia scholars with expertise in Islamic banking and finance.

The ISSC submits an annual report to the General Assembly of DIB's shareholders and the Board summarising issues, if any, which have been referred to it, as well as its opinion on the Group's overall functioning during the fiscal year under review. The ISSC's annual Sharia report is included in the Group's annual audited financial statements.

The following table sets out the names of the members of the current ISSC:

Name	Position
Dr. Muhammad Abdulrahim Sultan Al Olama	Chairman
Dr. Mohamed Ali Elgari.....	Member
Dr. Mohamad Akram Laldin.....	Member
Dr. Muhammad Qaseem	Member

Detailed below is brief biographical information on the members of the ISSC.

Sheikh Dr. Mohammad Abdul Rahim Sultan Al Olama

Dr. Al Olama is a member of the Grand Islamic Scholars Body in Dubai, an Associate Professor of the School of Sharia at the United Arab Emirates University in Al Ain and an acknowledged expert in Islamic finance. Dr. Al Olama is also the head of the Fatwa Committee of the Zakat Funds in the UAE.

He currently serves on a number of Sharia boards and committees representing Islamic financial institutions and takaful companies.

Dr. Al Olama has written extensively on modern Islamic finance and has presented numerous research papers at various international conferences.

Dr. Al Olama holds a PhD in Comparative Islamic Law from Umm Al Qurra University in Mecca, Saudi Arabia.

Professor Dr. Mohamed Ali Elgari

Dr. Mohamed Ali Elgari is a Professor of Islamic Economics and the former Director of the Centre for Research in Islamic Economics at King Abdul Aziz University in Saudi Arabia. Dr. Elgari is the recipient of the Islamic Development Bank Prize in Islamic Banking and Finance and holds the KLIFF Islamic Finance Award for Most Outstanding Contribution to Islamic Finance (Individual).

He is a member of the editorial board of several academic publications in the field of Islamic Finance and Jurisprudence, among them Journal of the Jurisprudence Academy (of the IWL), Journal of Islamic Economic

Studies (IDB), Journal of Islamic Economic (IAIE, London) and the advisory board of Harvard Series in Islamic Law, Harvard Law School.

Dr. Elgari is also an advisor to numerous Islamic financial institutions throughout the world and is notably on the Sharia board of the Dow Jones Islamic index as well as a member of the Islamic Fiqh Academy and the Islamic Accounting & Auditing Organisation for Islamic Financial Institution (**AAOIFI**).

Dr. Elgari holds a PhD in Economics from the University of California, USA.

Professor Dr. Mohamad Akram Laldin

Professor Dr. Mohamad Akram Laldin is currently the Executive Director of the International Sharia Research Academy for Islamic Finance. He is a Member of Bank Negara Malaysia's Sharia Advisory Council (SAC), a Member of the Sharia Advisory Employees Provident Fund (EPF), a Member of HSBC Amanah's Global Sharia Advisory Board, a Member of the Yassar Limited (Dubai) Sharia Advisory Board, a Member of the EAB (London) Sharia Advisory Board, Chairman of the Islamic Advisory Board of HSBC Insurance Singapore, Sharia Advisor to ZI Syariah Advisory Malaysia, a Member of Sharia Advisory Council International Islamic Financial Market (IIFM), Bahrain, a Committee member of AAOIFI Sharia Standards, Bahrain and other Boards across the globe. He is also the Member of the Board of Studies of the Institute of Islamic Banking and Finance, IIUM.

Dr. Akram holds a B.A. Honours degree in Islamic Jurisprudence and Legislation from the University of Jordan, Amman, Jordan and a Ph.D. in Principles of Islamic Jurisprudence (Usul al-Fiqh) from the University of Edinburgh, Scotland, United Kingdom. He has presented many papers related to Islamic Banking and Finance and other Fiqh topics and has conducted many training sessions particularly on Islamic Banking and Finance for different sectors since 1999. He is also a prolific author of academic works specifically in the areas of Islamic Banking and Finance. He received the Zaki Badawi Award 2010 for Excellence in Sharia Advisory and Research. He has participated and presented papers in numerous local and international conferences.

Dr. Muhammad Qaseem

Dr. Qaseem holds a PhD in Islamic Studies from the Faculty of Usul ud Din, University of Karachi. He is the Chairman of the Sharia Board of Silkbank Ltd Pakistan and Deutsche Bank Malaysia. He has been a member of the Sharia board of the State Bank of Pakistan, Dubai Financial Market and many other Islamic banks and institutions. Dr. Qaseem has taught various courses for a number of B.A. and M.A. programmes of the International Islamic University, Islamabad.

Dr. Qaseem has produced many academic contributions, articles and literary and translation works.

EMPLOYEES (EXCLUDES OUTSOURCED STAFF)

As at 31 December 2025, DIB had 2,270 employees compared to 2,120 employees as at 31 December 2024 and 2,040 employees as at 31 December 2023.

DIB places a significant focus in supporting the UAE's Emiratisation agenda that has a goal to increase UAE nationals working in the public and private sector by a factor of ten. DIB's Emiratisation ratio has grown over 45 years to make up almost half its total employees. As at 31 December 2025, the total number of Emiratis in DIB reached 1,038 compared to 973 as at 31 December 2024 and 905 Emiratis as at 31 December 2023. DIB is compliant with the Emiratisation target set by the Central Bank and is a strong believer in the fact that Emiratisation has had a positive impact on its growth and success, as well as the UAE's overall social and economic development.

THE UNITED ARAB EMIRATES BANKING SECTOR AND REGULATIONS

SUMMARY

Within the UAE, the financial and insurance activities sector was estimated to have contributed 10.2 per cent. of nominal GDP in 2024, according to data published by the Federal Competitiveness and Statistics Centre.

The table below provides a statistical analysis of the UAE banking sector as at 31 December 2025 and as at 31 December 2024 and 31 December 2023.

	As at 30 November	As at 31 December	
	2025[1]	2024	2023
Total number of banks[2]	61	61	61
Total number of branches[2]	509	556	561
Total credit facilities[3] (*AED billion*)	2,570	2,181	1,994
Total deposits[4] (*AED billion*)	3,307	2,859	2,530
Total assets (*AED billion*)	5,340	4,559	4,071

Notes:
(1) Preliminary data.
(2) Including national specialised banks but excluding national investment banks and licensed wholesale foreign banks, of which there were 11 as at each date.
(3) Aggregated balance sheet of all banks. Includes credit to non-residents.
(4) Aggregated balance sheet of all banks. Comprises demand deposits, quasi-monetary deposits, Government deposits, other domestic deposits and other local currency and foreign currency deposits classified as foreign liabilities.

Source: Central Bank, December 2025 Statistical Bulletin

THE CENTRAL BANK

The Central Bank, established in 1980, is the governing body that regulates and supervises all banks operating in the UAE and, since 2021, all insurance companies operating in the UAE. Federal Decree Law No. 6 of 2025 (the **2025 Law**) (which replaced Federal Law No. 14 of 2018 (the **2018 Law**)) among other things empowers the Central Bank to establish and implement monetary policy and to regulate licensed financial activities (as set out in the 2025 Law and including insurance), and develop and promote proper standards of conduct of business and sound and prudential practices amongst financial institutions licensed by the Central Bank. The objectives of the Central Bank set out in the 2025 Law are:

- maintaining stability of the dirham within the framework of the monetary system;
- contribute to the promotion and protection of the stability of the financial system; and
- prudently managing the Central Bank's foreign reserves.

In addition to the powers stated above, the 2025 Law gives the Central Bank the following functions and powers:

- issue regulations, standards, circulars and guidelines to ensure that licensed financial activities are carried on with integrity, prudence and the appropriate level of professional competence, and in a manner that is not detrimental to the interest of customers, insured persons and beneficiaries;
- maintain sufficient foreign reserves to cover the monetary base;
- foster sustainable finance and integrate environmental, social and governance principles into the Central Bank's business and operations;
- monitor and analyse systemic risk in the financial system; and

- regulate, develop, oversee and maintain the soundness and efficiency of the financial market infrastructure.

The 2025 Law also established a Higher Shari'ah Authority, to be attached to the Central Bank and to establish the Sharia rules, controls, standards and general principles relevant to Sharia-compliant activities and business and Sharia governance requirements. Among other matters, the Higher Shari`ah Authority shall also undertake supervision and oversight of the internal Sharia supervisory committees of Islamic financial institutions.

Supervision of Banks in the UAE

The Central Bank's supervisory objective, consistent with the Basel Committee for Banking Supervision's core principles for effective banking supervision, is to promote the safety and soundness of licensed institutions as well as the banking and financial market. In so doing, the Central Bank aims to protect the rights of depositors, promote transparency and fair dealing by financial institutions in relation to their customers and counterparties and ensure effective market discipline.

Using a risk-based supervision approach, the Central Bank assesses the risk management policies and practices used by licensed institutions to manage and mitigate risk. Risk-based supervision focuses the level of supervisory attention on those risk areas that pose the greatest risk to the banks' safety and soundness. It also supports the Central Bank in achieving its regulatory objectives, while considering the need to employ its resources in the most efficient and effective manner.

Through a mix of on-site and off-site supervision, the Central Bank seeks to evaluate the condition of licensed institutions, their risk profile, risk management processes, internal control environment and the corrective measures necessary to address any supervisory concerns. The specific mix between on-site and off-site supervision is determined by the condition of the licensed institution, the quality of the prudential data reported for off-site supervision and the significance of the institution to the financial stability of the banking and financial market. The overall supervision strategy is set for each individual licensed institution based on its complexity, risk profile and potential impact on the safety and soundness of the financial system as well as any impact on the supervisory objectives.

The Central Bank is also tasked with anti-money laundering (**AML**) supervision in the UAE. The UAE financial intelligence unit is the designated recipient of reporting by licensed financial institutions. AML and counter-terrorism financing (**CTF**) legislation in the UAE was amended in November 2018 and the Central Bank enhanced the risk-based AML/CTF supervision of banks and exchange houses and is increasing its efforts to ensure licensed financial institutions desist from dealing with sanctioned individuals and monitor and report execution of suspicious transactions. In January 2023, the Central Bank released new guidance on AML and CTF for financial institutions, containing new obligations for banks to conduct customer due diligence through digital identification systems.

In April 2020, the Financial Action Task Force (the **FATF**), a global monitor for AML and CTF regulation, issued its Mutual Evaluation Report (**MER**) on the UAE's AML/CTF measures. Based on an assessment conducted in 2019, the MER analyses the level of the UAE's compliance with the FATF 40 recommendations and the effectiveness of its AML/CTF system and provides recommendations on how the system could be strengthened. Based on the MER, the UAE's National Strategy has been revised in line with the risks identified in the MER and the UAE's National Risk Assessment. In June 2022, the FATF identified the UAE as a "jurisdiction under increased monitoring", commonly referred to as the "grey list". In February 2024, the FATF announced at its plenary meeting that the UAE had successfully been removed from its "grey" list.

The UAE ranks equal 23 on Transparency International's Corruption Perceptions Index 2024, which ranks 180 countries and territories in terms of their perceived level of public sector corruption. The UAE had a score of 68 on a scale of 0 (highly corrupt) to 100 (very clean).

Although the Central Bank is responsible for regulating all banks, exchange houses, investment companies and other financial institutions in the UAE, the DFSA regulates all banking and financial services activities in

the DIFC, while the ADGM Financial Services Regulatory Authority regulates activity in the financial services sector in the ADGM.

CENTRAL BANK'S REFORM AGENDA

The Central Bank has a reform agenda based around five pillars: (i) risk management, (ii) Basel III and (iii) controls/compliance, each of which has been completed as well as (iv) bank recovery and resolution and (v) market development, along with an overarching governance framework.

As part of its strategy for 2023-2026, the Central Bank launched its Financial Infrastructure Transformation Programme (**FIT programme**) to accelerate the digital transformation in the financial services sector. The FIT Programme aims to support the financial services sector, promote digital transactions, and enable the UAE to become a financial and digital payment hub and a centre of excellence for innovation and digital transformation. The FIT Programme comprises the implementation of nine key initiatives, including a series of digital payment infrastructures and services such as the launch of a card domestic scheme, an instant payments platform, and the pilot issuance of central bank digital currency for cross-border and domestic uses. These digital infrastructures will improve regulatory compliance, reduce the cost of operation, enhance innovation and customer experience, and most importantly, strengthen security and operational resilience. Each transformation project under the FIT programme has clear, well-defined goals, targets and key performance indicator benchmarks, and aims to incorporate best-in-class technical solutions, and robust business cases and design principles.

STRUCTURE OF THE BANKING SYSTEM

Banking institutions in the UAE fall into a number of categories. As of 31 December 2025, there were 50 national and foreign commercial banks, including one specialised Islamic bank and one specialised conventional bank classified as domestic banks, also known as "national" banks.

Licensed foreign commercial banks, of which there were 27 as at 31 December 2025 and licensed foreign wholesale banks of which there were 11 as at 31 December 2025, function in a similar manner to national commercial banks, except that they are prohibited from accepting deposits from individuals.

In addition, there are other financial institutions whose principal functions are to extend credit, carry out financial transactions, invest in moveable property and other activities but are not permitted to accept funds in the form of deposits and financial and monetary intermediaries (such as money and stock brokers), known as finance companies.

CHARACTERISTICS OF THE BANKING SYSTEM

Limited progress towards consolidation

The UAE may be, and has historically been, seen as being over-banked with 61 banks licensed to operate inside the UAE as at 31 December 2025 (source: the Central Bank, December 2025 Statistical Bulletin), serving a population estimated to be in the region of approximately 11.3 million people at the end of 2024 (source: Federal Competitiveness and Statistics Centre). Traditionally there has been little impetus for consolidation. However, the merger between First Gulf Bank and National Bank of Abu Dhabi on 30 March 2017, the merger between Abu Dhabi Commercial Bank PJSC and Union National Bank PJSC and the combined entity's acquisition of Al Hilal Bank PJSC in May 2019 and the acquisition of Noor Bank by DIB in January 2020, may act as a catalyst for further consolidation amongst locally incorporated banks. The federal structure of the country has, to some extent, encouraged the fragmented nature of the banking sector, with the individual Emirates wishing to retain their own national banks. Rivalries between large local business families and a desire not to dilute shareholdings have also hampered the process of consolidation in the past.

If consolidation continues it may reduce the level of concentration in the domestic banking sector and lead to a significant alteration of the competitive environment with fewer, larger locally incorporated banks competing for the larger financing transactions in the region with the foreign banks, which have tended to

have comparatively larger franchises, with greater infrastructure and resources with which to absorb capital costs, such as information technology system development.

Domestic focus

The UAE incorporated banks are predominantly focused on the domestic market but a number have small operations overseas and are showing growing interest in cross-border business, a trend which is likely to continue in the event of further merger activity in the sector. With a large number of banks competing for a limited number of wholesale lending opportunities, most banks have turned to retail banking.

Limited foreign ownership

In 1987, the UAE federal government placed a freeze on new foreign banks opening operations in the UAE. At the same time, existing foreign banks were limited to a maximum of eight branches, which restricted their ability to develop any retail potential.

The opening of the DIFC and the ADGM enabled international banks to establish a presence and compete in the wholesale banking market and this has seen new entities entering the marketplace.

Federal Law No. 14 of 2018 amended the minimum permissible shareholding by UAE nationals in UAE banks to 60 per cent.

Exposure to the oil sector

With much of the economy directly or indirectly dependent on the oil sector, UAE banks are potentially vulnerable to business erosion during long periods of low oil prices. In particular, oil revenues tend to drive levels of liquidity and government infrastructure investment.

Islamic banking

Sharia law forbids the charging of interest on any financial transaction. A number of banks, including DIB, have developed to serve customers who wish to observe this principle. These institutions offer a range of products which, whilst broadly corresponding with conventional banking transactions, are structured in a way which avoids the application of interest.

The UAE is home to numerous institutions offering Islamic banking and financial products. Such institutions include DIB, Abu Dhabi Islamic Bank, Emirates Islamic Bank, Al Hilal Bank, Sharjah Islamic Bank, Ajman Bank, Dubai Islamic Insurance & Reinsurance Company (AMAN), Islamic Arab Insurance Co., Tamweel and Amlak Finance. In addition, the majority of local and international conventional financial institutions that operate in the UAE also offer Sharia-compliant products. The number of Islamic finance institutions continues to rise, with both new entrants to the market and existing conventional banks recasting themselves as Islamic banks.

Legal environment

There are three primary sources of law in the UAE: federal laws and decrees, local laws and Sharia law. In addition, Emiri decrees can be issued by the Rulers of each of the Emirates which, when issued, have full legal effect and operation in such Emirate. The secondary form of law is trade custom or practice. In the absence of federal legislation on areas specifically reserved to federal authority, the Ruler of a given Emirate or local government will apply their or its own rules, regulations and practices.

Lack of developed capital markets

The absence of mature bond or equity markets in the UAE means that banks have often shouldered the burden of long-term financing. This has tended to create a maturity mismatch in their balance sheets, as most of their liabilities are short-term customer deposits. Although the two stock markets, the DFM and the Abu Dhabi

Securities Exchange (both of which were established in 2000), have grown rapidly over recent years and have benefitted from the inclusion of the UAE in the MSCI Emerging Markets Index in 2014, they continue to experience bouts of volatility.

Government involvement

Most of the larger banks in the UAE have some degree of government ownership. Privatisation, though advocated in principle, has been slow to happen in practice. The state and its related entities are also the banking sector's largest customer, in terms of both deposits and project financing.

Expatriate workforce

The UAE economy is reliant on overseas labour. The banking sector is no exception and expatriates are employed in the senior management of most of the major banks. This has brought expertise from more developed markets to the sector. However, to ensure increased representation of Emiratis in the UAE financial sector (overall as well as in critical roles) and to support their professional development, the Central Bank has introduced a point-based scoring system as part of its Emiratisation policy, which takes into account the employment and progression of Emirati employees in the organisation. The minimum threshold for Emirati employees for each institution is dependent on numerous factors. The Emiratisation Circular does not set any upper limit at which the policy would no longer be applicable. If UAE banks cannot achieve their targets for recruiting and progressing UAE nationals through their organisation, they will be subject to penalties which are computed in accordance with a specific formula set out in the Emiratisation Circular.

Accounting standards

All UAE banks are required to prepare their financial statements in accordance with IFRS.

Sharia compliance

Islamic banking regulations requires financial institutions licensed by the Central Bank to operate their business activities in compliance with the rules, standards and general principles established by the Higher Shari'a Authority and, in certain circumstances, requires such financial institutions to obtain the consent of the Higher Shari'a Authority before undertaking certain licensed financial activities.

Recent Trends in Banking

Liquidity

The Central Bank closely monitors the level of liquidity in the banking system. It also requires that banks have adequate systems and controls to manage their liquidity positions, as well as contingency plans to cope with periods of liquidity stress. Banks must also adhere to a maximum loan to deposit ratio of 100 per cent. set by the Central Bank. In this context, loans comprise loans and advances to customers and interbank assets maturing after three months.

As at 31 December 2025, according to data made available by the Central Bank (December 2025 Statistical Bulletin):

- local currency demand and time deposits constituted approximately 60.7 per cent. of total resident and non-resident deposits of national banks (excluding government deposits, commercial prepayments and borrowings under repurchase agreements);

- resident corporate and individual deposits constituted approximately 67.3 per cent. of total deposits of national banks (excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements);

- resident government deposits and GRE deposits constituted approximately 22.6 per cent. of total deposits of national banks (excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements); and

- non-resident deposits constituted 8.0 per cent. of total deposits of national banks (excluding inter-bank deposits and bank drafts but including commercial prepayments and borrowings under repurchase agreements), with 42.9 per cent. of such non-resident deposits being corporate deposits.

There is currently no formal deposit protection scheme in the UAE. While no bank has, so far, been permitted to fail, during the 1980s and early 1990s a number of banks were restructured by the authorities and, in May 2011, Dubai Bank was taken over by the Government of Dubai. In response to the global financial crisis, both the Central Bank and the UAE federal government provided assistance to UAE banks and further assistance was provided in response to the COVID-19 pandemic. In March 2026, the Central Bank announced a resiliency package which covers liquidity, capital and financing support to individuals and businesses in light of the Iran conflict.

In line with Basel III requirements, the Central Bank issued UAE Central Bank Notice No. 33/2015 on liquidity requirements (the **Liquidity Notice**) which entered into force in the UAE on 1 July 2015 and which includes a set of qualitative and quantitative liquidity requirements for UAE banks. The qualitative requirements set out in the Liquidity Notice elaborate on the responsibilities of a UAE bank's board of directors and senior management as well as the overall liquidity risk framework. These regulations are intended to ensure that liquidity risks are well managed at banks operating in the UAE and are in line with the Basel Committee's recommendations and international best practices.

In addition, on 31 January 2022, the Central Bank issued the Standard Re Liquidity at Islamic Banks (the **Islamic Liquidity Standard**) under Notice No. 11/2022 which forms part of the Liquidity Notice and applies to licensed banks that conduct all or part of their activities in accordance with the provisions of Islamic Sharia. The Islamic Liquidity Standard aims to ensure that Islamic Banks have a robust liquidity risk management and governance framework in place, while ensuring compliance with the provisions of Sharia, and that they are holding sufficient Sharia-compliant liquid assets to withstand a liquidity stress for a reasonable period.

Among other things, the Liquidity Notice requires each UAE bank to have a robust liquidity risk framework which comprises the following elements:

- sound processes and systems to identify, measure, monitor and control liquidity risk in a timely and accurate manner;

- a robust liquidity risk management framework (which must be shared with the Central Bank upon request) with limits, warning indicators, communication and escalation procedures;

- regular internal stress testing of the portfolio for a variety of scenarios (both institution-specific and market-wide) with the results being communicated to the board of directors and the Central Bank on request;

- incorporation of liquidity costs, benefits and risks into product pricing and approval processes;

- establishment of a forward-looking funding strategy with effective diversification of funding sources and tenors;

- setting of formal contingency funding plans which clearly set out strategies for addressing liquidity shortfalls in emergency situations (and which must be shared with the Central Bank upon request);

- establishment of an adequate cushion of unencumbered, highly liquid assets as insurance against a range of liquidity stress scenarios; and

- a transfer pricing framework (which is commensurate with the bank's liquidity risk tolerance and complexity) developed to reflect the actual cost of funding.

The quantitative requirements set out in the Liquidity Notice are intended to ensure that each UAE bank holds a minimum level of liquid assets which allow it to sustain a short-term liquidity stress (in circumstances both specific to that bank and market-wide). These include the following:

	Ratio	**Applicability Period**
Basel III ratios:	Liquidity Coverage Ratio (LCR) > = 100%	1 January 2019 onwards
	Net Stable Funding Ratio (NSFR) > = 100%	1 January 2018 onwards

The LCR represents a 30-day stress scenario with combined assumptions covering both bank specific and market wide stresses. These assumptions are applied to contractual data representing the main liquidity risk drivers at banks to determine cash outflows within the 30-day stress scenario. The LCR requires that UAE banks should always be able to cover the net cash outflow with high quality liquid assets (**HQLAs**) at the minimum LCR determined by the Central Bank.

The NSFR is a structural ratio that aims to ensure that banks have adequate stable funding to fund the assets on their balance sheets. It also requires an amount of stable funding to cover a portion of the relevant UAE bank's contingent liabilities. It mirrors the Basel III NSFR standards. The NSFR identifies the key uses of funds and the different types of funding sources used by the UAE banks. It assigns available stable funding (**ASF**) factors to the sources of funds and required stable funding (**RSF**) (usage) factors to asset classes and off-balance sheet contingent exposures. The assigned ASF factor depends on the terms of funding and the perceived stability of the funding sources. The assigned RSF factor depends on the liquidity of the asset being funded under a market-wide stress. Both factors follow the Basel III standards.

Marginal lending facility (MLF) and Collateralized Murabaha Facility (CMF)

On 15 April 2014, the Central Bank introduced the interim MLF which allows non-Islamic UAE banks to use foreign exchange or certain rated securities to access Central Bank liquidity overnight to help their liquidity management during times of market stress.

On 1 April 2015, the Central Bank introduced the CMF which allows Islamic banks in the UAE, in accordance with Sharia rules, to use foreign exchange or certain rated securities to access Central Bank liquidity overnight to help their liquidity management during times of market stress.

The Central Bank, under its new Dirham Monetary Frameworks (**DMF**), issues monetary bills (**M-Bills**) to UAE banks via auction, denominated in dirham, to absorb excess liquidity rather than to meet a specific funding need. The M-Bills programme was launched in January 2021 to replace Central Bank certificates of deposit. A secondary market in M-Bills is currently developing, but they can be used as collateral for dirham from the Central Bank at any time. Effective from 1 March 2022, the Central Bank, as part of the implementation plan of the DMF, introduced new general terms and conditions for its standing credit and liquidity insurance facilities. Under these terms and conditions, Eligible Counterparties may, at their own discretion, access any of the standing credit facilities (MLF or CMF) to draw on the Central Bank reserves on an overnight basis through collateralised funding or murabaha transactions, in order to deal with temporary idiosyncratic liquidity imbalances In addition, the Central Bank may, on a contingent basis and at its own discretion, activate the Contingent Liquidity Insurance Facility in response to any actual or prospective stress of an exceptional nature, which could be market-wide or idiosyncratic, where Eligible Counterparties are in need of ample reserves from the Central Bank for extended terms. The Central Bank accepts a range of tradeable securities and foreign exchange as eligible collateral for the purposes of accessing the MLF or CMF,

including securities issued by sovereigns (originating in the UAE and outside the UAE) and securities issued by corporates and financials or supranational, municipal, or public sector issuers. To be eligible, collateral must meet minimum credit rating requirements specified in the terms and conditions of the MLF and CMF. Banks accessing the MLF or CMF must borrow a minimum of AED 10 million.

Prudential Regulation

The Central Bank has supervisory responsibility for banking institutions in the UAE. Supervision is carried out through a mix of on-site and off-site supervision, see "- *Supervision of Banks in the UAE*" above.

Capital adequacy

The Central Bank requires that the capital adequacy of all banks operating in the UAE is in line with the rules outlined by the Basel Committee on Banking Supervision in Basel III, a global regulatory framework for more resilient banks and banking systems. The Basel III capital framework imposes a minimum Common Equity Tier 1 (**CET 1**) capital requirement of 7 per cent., a Tier 1 capital requirement of 8.5 per cent. and a total capital requirement of 10.5 per cent. Basel III also imposes three capital buffer requirements on top of the minimum capital requirements, that must be satisfied with CET1 capital. These requirements are the capital conservation buffer at 2.5 per cent. of risk-weighted assets, surcharges for domestic systemically important banks and a countercyclical buffer. The calculation of capital adequacy ratios in the UAE follows the Bank for International Settlements minimum standards.

Claims on or guaranteed by GCC (non-UAE) central governments and central banks in their domestic currency are risk weighted at zero per cent. and claims on GCC government (non-UAE) public sector entities are treated as claims on corporates and risk-weighted according to their external ratings.

Reserve requirements

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

Credit controls

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

The Central Bank circular dated 23 February 2011 (the **Retail Circular**) on retail banking and Notice No. 31/2013 dated 28 October 2013 (which was published in the Official Gazette on 28 November 2013 and entered into force on 28 December 2013) (the **Mortgage Regulations**), introduced regulations regarding bank loans and other services offered to individual customers. These regulations, among other things, impose maximum loan/income and loan to value ratios for retail products.

Additionally, under recent changes to Federal Decree by Law No. (50) of 2022 Promulgating the Commercial Transactions Law (the **CTL**), banks are required to obtain "adequate securities or collaterals" against loans granted by them. The amendments to the CTL have not defined what "adequate" means in a commercial context and nor have the amendments to the CTL specified the consequences for failing to comply.

Large exposures

The Central Bank has adopted certain rules designed to ensure that banks' credit policies are sound and that undue risks do not arise from excessive concentration of credit to a single borrower or a group of related borrowers, thereby safeguarding the relevant bank's solvency.

The Central Bank issued an updated Large Exposures Regulation in 2023. This sets percentage limits for banks' maximum exposures relative to the size of their Tier 1 capital base to specified entities. These entities or groups include the UAE federal and local governments and their commercial and non-commercial entities, single borrowers or groups of related borrowers and inter-bank exposures. Large exposures include funded and unfunded exposures and unused commitment lines (based on cash conversion factors) to a single borrower or group (including government-related entities) which exceed 10 per cent. of a bank's Tier 1 capital base subject to a maximum limit of 25 per cent. A bank's aggregate exposure to each Emirate in the UAE is not allowed to exceed 150 per cent. of its Tier 1 capital base. Claims on the Central Bank, the IMF and other similar entities may be excluded from large exposure calculations. Large exposures are monitored by the Central Bank through quarterly returns.

Risk management

The Central Bank's new Credit Risk Management Regulation and its associated Credit Risk Management Standards (together, the **CRM Framework**) became effective in November 2024. The CRM Framework aims to bolster credit management practices and ensure greater financial stability in the UAE banking sector. The CRM Framework emphasises critical areas across the credit risk lifecycle such as governance, underwriting, staging and provisioning criteria, credit risk mitigation and portfolio management.

Provisions for loan losses

Prior to November 2024, banks classified their loans in accordance with Central Bank Circular No 28/2010 (the **Loan Classification Circular**). Under the Loan Classification Circular, banks were required to classify their loans and advances into five main categories: normal loans, watch-list loans, sub-standard loans, doubtful loans and loss loans. The subsequent provisioning of loans was then required in accordance with the detailed guidelines in the Loan Classification Circular.

Under the CRM Framework, banks must establish a process to assess, monitor and classify each credit facility or portfolio of credit facilities according to its current and expected credit worthiness. This classification process must be based on the assignment of internal risk ratings and must form the basis for credit risk management, risk mitigation and provisioning. The CRM Framework prescribes three stages for the classification of each credit facility:

- **Stage 1**: any financial instrument not allocated to Stage 2 or 3 and that is currently fully performing and with a robust expectation of future credit worthiness;

- **Stage 2**: credit facilities subject to deterioration in credit worthiness, as described in the CRM Framework; and

- **Stage 3**: defaulted credit facilities that must be further classified according to three sub-categories set out in the CRM Framework.

The classifications prescribed by the CRM Framework do not preclude a bank from developing its own more granular and robust grading system, however any such system must be clearly mapped into the stages outlined above.

Banks must then comply with the detailed requirements prescribed by the CRM Framework with respect to the provisioning of credit facilities in each of the three stages.

Banks in the UAE are also required to follow IFRS 9, which introduced an ECL model for the measurement of the impairment of financial assets, such that it is no longer necessary for a credit event to have occurred before a credit loss is recognised. The guiding principle of the ECL model is to reflect the general pattern of deterioration or improvement in the credit quality of financial instruments. IFRS 9 provision uses a three-stage approach in recognising increased credit risk at each stage of risk (i.e., stage 1 for current facilities, stage 2 for significant increase in credit risk and stage 3 for impaired loans).

For each reporting period, provisions determined under IFRS 9 are required to be compared with those determined under the CRM Framework. If provisions under IFRS 9 are lower, this shortfall in provision is required to be provided against current year income similarly to all other provision requirements in the CRM Framework.

Bank resolution and recovery

The 2025 Law regulates the early intervention, resolution and liquidation of licensed financial institutions. Where a licensed financial institution breaches or is likely to breach its capital or liquidity requirements due to rapidly deteriorating financial conditions, or where the institution itself or one of its subsidiaries is experiencing a deficiency in its financial position, the Central Bank may, in accordance with regulations it issues, take specified measures that include:

- requiring the affected institution to implement one or more measures in its recovery plan;
- require the institution to take other specified corrective measures;
- directing the merger of the affected institution with another licensed financial institution;
- permitting an eligible financial institution to acquire the affected institution;
- requesting competent authorities to place the affected institution under interim custody and seize its assets, property and shareholders rights;
- liquidating the affected institution or requesting the competent court to declare its bankruptcy; and

The Central Bank also has other specified resolution powers that include:

- writing down or converting any instrument or liability of the affected institution;
- overriding the rights of shareholders, including removing their right to acquire further shares and requirements for approval by shareholders of transactions, to permit a merger, acquisition, sale of business operations, recapitalisation or other measures to restructure and dispose of the affected institution's business, liabilities or assets;
- establishing a temporary bridge institution to take over and continue operating certain critical functions and viable operations of the affected institution and/or establishing a separate asset management vehicle and transferring non-performing loans or difficult-to-value assets of the affected institution to that vehicle for management and run-down;
- carrying out a bail-in with the aim of ensuring the continuity of critical functions either by recapitalising the entity providing these functions or by capitalising a newly established entity or bridge institution to whom these functions have been transferred; and
- in relation to debt instruments and other liabilities issued by the affected institution, (i) amending the maturity date, (ii) amending the amount of interest payable or (iii) amending the date on which interest becomes payable, including by suspending payment for a temporary period.

Corporate governance

Banks in the UAE are subject to the Corporate Governance Regulations and the Corporate Governance Standards which were issued by the Central Bank in 2019 with a view to ensuring banks have a comprehensive approach to corporate governance. In addition, all Islamic financial institutions in the UAE are required to adhere to the Standard Re Shari'ah Governance for Islamic Financial Institutions promulgated by the HSA.

Commercial transactions

On 10 October 2022, the UAE Cabinet approved Federal Decree by Law No. 50 of 2022 (the **Commercial Transactions Law**) which came into effect on 2 January 2023. The Commercial Transactions Law covers a broad range of commercial and banking transactions and contains provisions which relate to, amongst others, commercial obligations, commercial pledges, commercial agency, commercial papers and bankruptcy and liquidation. It also includes various provisions which specifically address and impact the Islamic finance industry such as a consideration of the common structures utilised in Islamic finance, including Murabaha, Istisna, Ijarah and Salam.

UAE Model Standards and Guidelines

On 23 December 2022, the Central Bank published the Model Standards and Guidelines which contain mandatory modelling practices to be implemented by banks operating in the UAE. The Model Standards and Guidelines aim to improve the quality of models used, increase model homogeneity across the UAE and mitigate model risk. All UAE banks were required to submit a gap assessment of their current model management practices against the standard and the guidance in the Model Standards and Guidelines, together with a remediation plan, to the Central Bank by 21 June 2023. DIB complied with this requirement and has completed the remediation steps set out in its plan.

UAE CREDIT BUREAU

Al Etihad Credit Bureau (**AECB**) is a public joint stock company wholly owned by the UAE federal government. As per UAE Federal law No. (6) of 2010 concerning credit information and amendments, the AECB is mandated to regularly collect credit information from financial and non-financial institutions in the UAE. The AECB aggregates and analyses this data to calculate credit scores and produce credit reports. DIB has entered into a data and credit information supply agreement with the AECB. The availability of credit reports reduces the risk involved in the origination of customer lending and banking business generally.

SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

The following is a summary of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the principal Transaction Documents. Copies of the Transaction Documents (i) will be available for inspection at the offices of the Principal Paying Agent (as defined in the Conditions) and/or (ii) may be provided by email to a Certificateholder following its 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.

Purchase Agreement

The Master Purchase Agreement was entered into on 15 May 2026 between the Trustee (as Purchaser) and DIB (as Seller) and is governed by the laws of Dubai and, to the extent applicable in Dubai, the federal laws of the UAE. A Supplemental Purchase Contract (together with the Master Purchase Agreement, each a **Purchase Agreement**) between the same parties will be entered into on the Issue Date of each Tranche and will also be governed by the laws of Dubai and, to the extent applicable in Dubai, the federal laws of the UAE.

Pursuant to the Purchase Agreement, the Seller will sell to the Purchaser, and the Purchaser will purchase from the Seller, (i) (on the issue date of the first Tranche of a Series) the relevant Initial Portfolio together with the transfer and assignment by the Seller to the Purchaser of all of the Seller's rights, title, interests, benefits and entitlements in, to and under the Assets which comprise the relevant Initial Portfolio and (ii) (on each date on which any additional Certificates are issued) the relevant Additional Portfolio together with the transfer and assignment by the Seller to the Purchaser of all of the Seller's rights, title, interests, benefits and entitlements in, to and under the Assets which comprise the relevant Additional Portfolio.

Pursuant to the Purchase Agreement, the Seller will also sell to the Purchaser, and the Purchaser will purchase from the Seller on the Further Asset Purchase Date the relevant Further Assets together with the transfer and assignment by the Seller to the Purchaser of all of the Seller's rights, title, interests, benefits and entitlements in, to and under the Further Assets.

Service Agency Agreement

The Service Agency Agreement was entered into on 15 May 2026 between the Trustee and DIB (as Service Agent) and is governed by English law.

Services

Pursuant to the Service Agency Agreement, the Trustee has appointed the Service Agent to service the Portfolio applicable to each Series. In particular, the Service Agent will, in relation to each Series, perform, amongst other things, the following services (the **Services**) as agent of the Trustee:

(a) it will service the Portfolio in accordance with the service plan set out in the Schedule to the Service Agency Agreement (a copy of which will be scheduled to the relevant Supplemental Purchase Contract) (the **Service Plan**), which includes the annual amount of expected Portfolio Income Revenues (as defined below) of the Portfolio (the **Expected Portfolio Income Revenues Amount**), which shall be completed at the time of issue of the first Tranche of the relevant Series upon receipt from the Trustee of the relevant Supplemental Purchase Contract and shall be updated from time to time upon the issue of any further Tranche of the same Series;

(b) if the Trustee issues an additional Tranche, it shall as soon as practicable after such issuance amend the Service Plan for that Series to take into account the issuance of such additional Tranche;

(c) it will ensure that, on the Issue Date of each Tranche of a Series 100 per cent. of the Value of the Initial Portfolio, or the Additional Portfolio, as the case may be, is derived from Tangible Assets;

(d) it will procure that, at all times following the Issue Date of the first Tranche of a Series, more than 50 per cent. of the Portfolio Value is derived from Tangible Assets and in the event that, at any time, the aggregate Value of the Tangible Assets comprised within the Portfolio is not more than 50 per cent. (but is at least equal to 33 per cent.) of the Portfolio Value, the Service Agent will take any and all

steps as may be required by the Internal Sharia Supervision Committee of DIB to raise such percentage to a level that is more than 50 per cent. of the Portfolio Value within the time period determined by the Internal Sharia Supervision Committee of DIB. A breach of this requirement will not, however, constitute a DIB Event;

(e) it will at no time substitute any Asset(s) for any Asset(s) of a Value less than the Value of the Asset(s) so substituted;

(f) it may, if at any time there are Portfolio Principal Revenues standing to the credit of the Principal Collection Account and, to the extent that DIB has further Eligible Assets (the **Further Assets**) available for sale to the Trustee, notify the Trustee in writing of the Portfolio Principal Revenues standing to the credit of the Principal Collection Account and freely available for use by the Trustee for the purposes of purchasing Further Assets as selected by DIB and the details and Value of such Further Assets;

(g) it will do all acts and things (including execution of such documents, issue of notices and commencement of any proceedings) that it considers (and without the need for the consent of the Trustee) reasonably necessary to ensure the assumption of, and compliance by each Asset Obligor with its covenants, undertakings or other obligations under the Asset Contract to which it is a party in accordance with applicable law and the terms of the Asset Contract, in each case in respect of the Assets;

(h) it will discharge or procure the discharge of all obligations to be discharged by DIB (in whatever capacity) in respect of any of the Assets under all Asset Contracts, it being acknowledged that the Service Agent may appoint one or more agents to discharge these obligations on its behalf;

(i) it will use all reasonable endeavours to ensure the timely receipt of all Portfolio Revenues, investigate non-payment of Portfolio Revenues and generally make all reasonable efforts to collect or enforce the collection of such Portfolio Revenues under all Asset Contracts as and when the same shall become due so that the Portfolio Income Revenues are at least equal to the Expected Portfolio Income Revenues Amount;

(j) it will ensure that all Portfolio Income Revenues are received free and clear of, and without withholding or deduction for, Taxes (as defined therein);

(k) it will maintain the Collection Accounts as described further under "*Collection Accounts*" below;

(l) it will obtain all necessary authorisations in connection with any of the Assets and its obligations under or in connection with the Service Agency Agreement;

(m) it will use its best endeavours in providing the Services to maintain the Portfolio Value at least equal to the outstanding face amount of the relevant Certificates (by not taking any action that will result in the Portfolio Value falling below the outstanding face amount of the relevant Certificates);

(n) it will use its reasonable endeavours to ensure that all Asset Obligors in respect of Tangible Assets maintain industry standard insurances and fulfil all structural repair and major maintenance obligations in respect of the relevant Tangible Assets (each in accordance with the terms of the relevant Asset Contracts relating to the Tangible Assets); and

(o) it will use its reasonable endeavours to procure that the legal title to the Assets is held by DIB (in its capacity as seller) for and on behalf of the Trustee for so long as such Assets are comprised within the Portfolio.

Pursuant to the Service Agency Agreement, following receipt of the notice referred to in paragraph (f) above, the Trustee may pay, or procure the payment by the Service Agent by debiting (or equivalent) from the Principal Collection Account, a purchase price (the **Further Asset Purchase Price**), which shall be equal to and no greater than the Value of the Further Assets, to or to the order of DIB against the sale, assignment, assign and convey to, or for the benefit of, the Trustee of all of DIB's rights, title, interests, benefits and

entitlements, in, to and under the relevant Further Assets subject to the execution, and pursuant to and on the terms, of a Supplemental Purchase Contract in accordance with the terms of the Master Purchase Agreement on the relevant Further Asset Purchase Date.

The Service Agent has undertaken in the Service Agency Agreement, in relation to each Series, that it shall maintain actual or constructive possession, custody or control of all or any part of the Assets comprising the Portfolio during the Ownership Period, provided that (i) it is legally possible for the Service Agent to so maintain; and (ii) such maintenance shall not result in a breach of the terms of the relevant Asset Contracts.

Pursuant to the Service Agency Agreement, the Service Agent shall, on behalf of and on account of the Trustee, pay Liabilities incurred or payable by the Trustee in connection with its holding of the Trust Assets (the **Additional Liabilities**), and the Service Agent may fund the payment of such amounts by (a) providing Sharia compliant funding itself or (b) procuring Sharia compliant funding from a third party, on terms that the Service Agent, on the relevant Dissolution Date, shall be reimbursed for any such amounts paid by it and notified to the Trustee prior to such Dissolution Date, in accordance with the terms of the Transaction Documents.

The Trustee and the Service Agent have acknowledged and agreed that the occurrence of a Tangibility Event shall constitute a DIB Event.

For the purposes of the Service Agency Agreement:

Asset Contract means the contracts and/or other agreements and/or documents evidencing or otherwise related to or associated with an Asset;

Ownership Period means, in relation to each Series, the period commencing on the Issue Date of the first Tranche of such Series and ending on the date on which all of the Certificates of that Series are redeemed in full;

Tangibility Event means, if, at any time, following the Issue Date of the first Tranche of a Series, the aggregate Value of the Tangible Assets comprised within the Portfolio in relation to such Series falls below 33 per cent. of the Portfolio Value;

Value means, in respect of any Asset, the amount in the Specified Currency (following conversion, if necessary, of any relevant amount(s) at the spot rate of exchange (as defined in the Service Agency Agreement)) determined by DIB on the relevant date as being equal to: (i) in the case of Tangible Assets which are leased on an *ijara muntahiah bittamleek* (financial lease) basis, the aggregate of all outstanding fixed rental instalment amounts payable by the lessee or other equivalent fixed instalment amounts payable by the obligor, in each case in the nature of capital or principal payments in respect of the relevant asset, (ii) in the case of Tangible Assets which are not leased on an *ijara muntahiah bittamleek* (financial lease) basis, the initial agreed value or the outstanding base amounts or other equivalent of aggregate fixed instalment amounts payable by the obligor or any other amounts in the nature of capital or principal payments in respect of the relevant asset, and (iii) in the case of Other Tangible Assets, the outstanding capital or investment amounts, in each case determined by DIB as being equal to the value of that Asset on each day on which it remains part of the relevant Portfolio; and

Portfolio Value means the sum of (a) the Value of each Asset comprised in the Portfolio at the relevant time and (b) any Portfolio Principal Revenues held by the Service Agent at the relevant time.

Records and documents

The Service Agent has undertaken, in relation to each Series, that it will keep and maintain (and provide to the Trustee within 90 days of receiving a request in writing) all documents, books, records and other information reasonably necessary or advisable for the collection of all amounts due in respect of the Assets and all amounts credited to the Collection Accounts.

The Service Agent has agreed in the Service Agency Agreement:

(a) to provide the Services in accordance with all applicable laws and regulations;

(b) to provide the Services with the degree of skill and care that it would exercise in respect of its own assets;

(c) to ensure that the Services do not extend to any investment services on a discretionary basis in relation to the Assets or any Portfolio Revenues; and

(d) to service the Assets in accordance with the principles of Islamic Sharia as set out in the Shari'ah Standards issued by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) and the resolutions issued by the Higher Sharia Authority of the Central Bank of the UAE, in each case, from time to time, as interpreted by the Internal Sharia Supervision Committee of DIB.

Service Agency Liabilities Amounts and Fees

The Trustee and the Service Agent have agreed that any Service Agency Liabilities Amounts incurred by the Service Agent in providing the Services in relation to a Series shall be paid by the Trustee by way of the application of amounts standing to the credit of the Income Collection Account by the Service Agent on the Trustee's behalf in payment of such amounts (as described below) or the Portfolio Revenues on the final Dissolution Date. For these purposes, **Service Agency Liabilities Amounts** means, in relation to each Series, the amount of any claims, losses, costs and expenses properly incurred or suffered by the Service Agent or other payments made by the Service Agent on behalf of the Trustee in each case in providing the Services during a **Distribution Period** (being a period that corresponds with the relevant Return Accumulation Period under the Certificates), but does not include amounts in respect of Liquidity Facilities.

DIB is entitled to receive a fixed fee of U.S.$100 for acting as Service Agent under the Service Agency Agreement. In addition, the Service Agent is entitled to retain (a) following payment of all amounts due and payable and required to be paid using amounts standing to the credit of the Income Collection Account on a Distribution Determination Date (as defined below) and for so long as an amount equal to two payments of Periodic Distribution Amounts calculated on the basis of the then Rate is standing to such credit of the Income Reserve Collection Account, any amounts still standing to the credit of the Income Collection Account; and (b) following payment of all amounts due and payable under the Certificates of each Series on the final Dissolution Date, any amounts that remain standing to the credit of the Income Reserve Collection Account, in each case for its own account as an incentive payment for acting as Service Agent in accordance with the terms of the Service Agency Agreement.

Asset Substitutions

In the Service Agency Agreement the Trustee and the Service Agent have agreed that, in relation to each Series and provided no Dissolution Event has occurred and is continuing, if, at any time, any Asset ceases to be an Eligible Asset (the occurrence of such, being an **Ineligible Asset Event** and each such Asset ceasing to be an Eligible Asset, an **Ineligible Asset**) the Service Agent shall promptly deliver an exercise of rights request to the Trustee.

Collection Accounts

In relation to each Series, the Service Agent will maintain three ledger accounts (such accounts being the **Principal Collection Account**, the **Income Collection Account** and the **Income Reserve Collection Account**) in its books (each of which shall be denominated in the Specified Currency) in which all revenues from the Assets (the **Portfolio Revenues**) will be recorded. The Portfolio Revenues include all rental and other amounts payable by the relevant Asset Obligor under the terms of the relevant Asset Contract, and all sale proceeds or consideration, damages, insurance proceeds, compensation or other sums received by the Service Agent or DIB in whatever currency in respect of or otherwise in connection with the relevant Assets. All Portfolio Revenues in relation to each Series will be recorded:

(a) to the extent that any such amounts comprise amounts in the nature of sale, capital or principal payments, expressed, whenever applicable, as an amount in the Specified Currency (following conversion, if necessary, of any relevant amounts at the spot rate of exchange determined by DIB) (**Portfolio Principal Revenues**) in the Principal Collection Account; and

(b) to the extent that any such amounts comprise amounts other than Portfolio Principal Revenues (**Portfolio Income Revenues**), in the Income Collection Account.

Amounts standing to the credit of the Income Collection Account relating to each Series will be applied by the Service Agent on each **Distribution Determination Date** (being the Business Day immediately prior to the relevant Periodic Distribution Date under the Certificates of the relevant Series) in the following order of priority:

(a) *first*, in payment of any amounts advanced by way of a Liquidity Facility;

(b) *second*, in payment of any Service Agency Liabilities Amounts for the Distribution Period ending immediately before the immediately following **Distribution Date** (being the date which corresponds with the relevant Periodic Distribution Date under the Certificates of the relevant Series);

(c) *third*, the Service Agent will pay into the relevant Transaction Account an amount equal to the lesser of the Required Amount payable on the immediately following Periodic Distribution Date and the balance of the Income Collection Account; and

(d) any amounts still standing to the credit of the Income Collection Account immediately following payment of all of the above amounts shall be debited from the Income Collection Account and credited to the Income Reserve Collection Account provided that the obligation to credit any such amounts to the Income Reserve Collection Account shall not apply for so long as an amount equal to two payments of Periodic Distribution Amounts calculated on the basis of the then Rate is standing to the credit of the Income Reserve Collection Account and, in such event, the Service Agent shall be entitled to retain any such amounts still standing to the credit of the Income Collection Account for its own account as an incentive payment for acting as Service Agent.

For the purposes of the Service Agency Agreement, the **Required Amount** will mean an amount equal to the aggregate of the Periodic Distribution Amounts and any other amounts payable by the Trustee in respect of the relevant Certificates on each relevant Periodic Distribution Date.

The Service Agent will be entitled to deduct amounts standing to the credit of the Income Reserve Collection Account at any time and use such amounts for its own account, provided that such amounts shall be repaid by it if so required to fund a Shortfall (as defined and described below).

Shortfalls and Liquidity Facilities

If on a Distribution Determination Date (after (i) payment of the relevant amounts standing to the credit of the Income Collection Account into the relevant Transaction Account in accordance with paragraph (c) under "*Collection Accounts*" above and (ii) taking into account any other payments made or to be made into the relevant Transaction Account pursuant to any other Transaction Document) there is a shortfall (each a **Shortfall**) between:

(a) the amounts standing to the credit of the relevant Transaction Account; and

(b) the Required Amount payable on the immediately following Periodic Distribution Date,

the Service Agent will pay into the relevant Transaction Account on that Distribution Determination Date from the amounts standing to the credit of the Income Reserve Collection Account (if any) an amount equal to the Shortfall (or such lesser amount as is then standing to the credit of the Income Reserve Collection Account). If any Shortfall still remains after payment to the relevant Transaction Account of the amounts credited to the Income Reserve Collection Account (as described in this paragraph) and after payment to the relevant Transaction Account of all other amounts payable pursuant to any other Transaction Document, the Service Agent may either (A) provide Sharia compliant funding itself or (B) procure Sharia compliant funding from a third party, in each case, to the extent necessary, by payment of the same into the relevant Transaction Account, on terms that such funding is payable (i) from Portfolio Income Revenues in accordance with the Service Agency Agreement or (ii) from Portfolio Revenues on the date on which the Certificates of the relevant Series are redeemed in full, to ensure that the Trustee receives on each Distribution Determination Date the

Required Amount payable by it in accordance with the Conditions of the relevant Series on the immediately following Periodic Distribution Date (such funding in relation to a Series, a **Liquidity Facility**).

Payments under the Service Agency Agreement

The Service Agent has agreed in the Service Agency Agreement that all payments by it under the Service Agency Agreement will be made without any withholding or deduction for or on account of tax unless required by law and (save as set out therein and without prejudice to paragraph (k) under "– *Services*" above) without set-off or counterclaim of any kind. The payment obligations of the Service Agent under the Service Agency Agreement will be direct, unconditional, unsubordinated and (subject to the provisions of the Purchase Undertaking) unsecured obligations of the Service Agent which rank at least *pari passu* with all other present and future unsubordinated and unsecured obligations of DIB save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

Purchase Undertaking

The Purchase Undertaking was executed as a deed on 15 May 2026 by DIB in favour of the Trustee and the Delegate, and is governed by English law.

Pursuant to the Purchase Undertaking, in relation to each Series, DIB has irrevocably granted to the Trustee and the Delegate the following rights:

(a) provided that a Dissolution Event has occurred and is continuing, to require DIB, at any time prior to the Scheduled Dissolution Date of the Certificates, to purchase on the Dissolution Date specified in the exercise notice all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the Portfolio at the Portfolio Exercise Price;

(b) to require DIB, on the Scheduled Dissolution Date, to purchase all of the Trustee's rights, title, ownership interests, benefits and entitlements in, to and under the Portfolio at the Portfolio Exercise Price;

(c) provided Certificateholder Put Right is specified as applicable in the applicable Final Terms (and Optional Dissolution (Call) is not specified as applicable in the applicable Final Terms), to require DIB, on the relevant Certificateholder Put Right Date, to purchase all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the Certificateholder Put Right Assets at the Certificateholder Put Right Exercise Price specified in the exercise notice; and

(d) provided that an exercise of rights request has been delivered by the Service Agent in accordance with the Service Agency Agreement, to require DIB to:

    (i) transfer, assign and convey to the Trustee on the substitution date all of DIB's rights, title, interests, benefits and entitlements in, to and under the new Assets against the transfer, assignment and conveyance to DIB of all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the substituted Assets, subject to certain conditions set out in the Purchase Undertaking; and

    (ii) provided that it is confirmed in such exercise of rights request that there are no Eligible Assets available for substitution, purchase on the purchase date all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the Ineligible Assets at the Ineligible Asset Exercise Price specified in the exercise notice,

in each case on an "as is" basis but free from any encumbrance (other than any lien which has arisen solely by operation of law and not in connection with any default of the Trustee) (without any warranty express or implied as to condition, fitness for purpose, suitability for use or otherwise and if any warranty is implied by law, it shall be excluded to the fullest extent permitted by law) and otherwise on the terms and subject to the conditions of the Purchase Undertaking.

For these purposes:

Certificateholder Put Right Exercise Price means, in relation to each Series (if applicable), an amount in the Specified Currency equal to the aggregate of:

(a) the face amount of the Certificateholder Put Right Certificates;

(b) an amount equal to all due but unpaid Periodic Distribution Amounts (if any) relating to the Certificateholder Put Right Certificates;

(c) (only where no Certificate remains outstanding following the exercise of the Certificateholder Put Right) an amount equal to the sum of any outstanding (i) amounts payable in respect of any Liquidity Facility, (ii) any Service Agency Liability Amounts, and (iii) amounts payable in respect of any Additional Liabilities; and

(d) without double counting, any other amounts payable on redemption of the Certificateholder Put Right Certificates as specified in the applicable Final Terms;

Exercise Price means the Certificateholder Put Right Exercise Price or the Portfolio Exercise Price, as applicable; and

Portfolio Exercise Price means, in relation to each Series, an amount in the Specified Currency equal to the aggregate of:

(a) the aggregate outstanding face amount of the Certificates on the relevant Dissolution Date;

(b) an amount equal to all due but unpaid Periodic Distribution Amounts (if any) relating to the Certificates;

(c) an amount equal to the sum of any outstanding (i) amounts payable in respect of any Liquidity Facility, (ii) any Service Agency Liabilities Amounts, and (iii) amounts payable in respect of any Additional Liabilities; and

(d) without double counting, any other amounts payable on redemption of the Certificates as specified in the applicable Final Terms.

If DIB fails to pay all or part of any Exercise Price that is due in accordance with the Purchase Undertaking and provided that no sale agreement has been entered into, then DIB will agree in the Purchase Undertaking that it will irrevocably, unconditionally and automatically (without the necessity for any notice or any other action) continue to act as Service Agent for the provision of the Services in respect of the relevant Portfolio on the terms and conditions, *mutatis mutandis*, of the Service Agreement.

DIB has expressly declared in the Purchase Undertaking that:

(a) the relevant Exercise Price represents a fair price for the purchase of all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the relevant Portfolio or the relevant Certificateholder Put Right Assets, as the case may be; and

(b) it shall irrevocably and unconditionally fully accept all or any ownership interest the Trustee may have in the relevant Portfolio or the relevant Certificateholder Put Right Assets, as the case may be, and, accordingly, shall not dispute or challenge all or any ownership interest the Trustee may have in any way.

DIB has further undertaken to the Trustee in the Purchase Undertaking that:

(a) if, at the time of delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, Dubai Islamic Bank PJSC remains in actual or constructive possession, custody or control of all or any part of the Assets comprising the Portfolio; and

(b) if, following delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, the Portfolio Exercise Price is not paid in accordance with the provisions of the Purchase Undertaking, whether as a result of a dispute or challenge in relation to the rights, title, interest,

benefits and entitlements of the Trustee in, to and under the Portfolio or any of the Assets comprising the Portfolio or for any other reason, and thereby resulting in DIB's failure to comply with its obligations under the Purchase Undertaking,

DIB shall (as an independent, severable and separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the outstanding Certificates and, accordingly, the amount payable under any such indemnity claim will equal the Portfolio Exercise Price.

In the Purchase Undertaking, DIB has undertaken that, so long as any Certificate is outstanding it shall not, and shall ensure that none of its Principal Subsidiaries will, create, or have outstanding, any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto creating and according to the Certificates the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution of the Certificateholders.

DIB has agreed that each of the following events will constitute a DIB Event:

(a) if default is made in the payment of: (A) any Portfolio Income Revenues (as defined in the Service Agency Agreement) to be paid into the Transaction Account by the Service Agent in accordance with the terms of the Service Agency Agreement and such default continues for a period of seven days; or (B) any Exercise Price to be paid by DIB under the Purchase Undertaking or Sale Undertaking, as the case may be, and such default continues for a period of seven days; or

(b) DIB defaults in the performance or observance of any of its other material obligations under or in respect of the Transaction Documents to which it is a party, unless, in the opinion of the Delegate, the default is capable of remedy and is remedied within 30 days after written notice thereof, addressed to DIB by the Delegate, has been delivered to DIB; provided, however, that the failure by DIB (acting in its capacity as Service Agent) to perform or observe the obligations set out in Clause 3.1(d) of the Service Agency Agreement will not constitute a DIB Event; or

(c) a Tangibility Event occurs; or

(d) at any time (following the expiry of any grace period permitted by applicable law) it becomes unlawful for DIB to perform or comply with any or all of its material obligations under the Transaction Documents to which it is a party; or

(e) if DIB for any reason declares a moratorium on the payment of any Indebtedness or in respect of any guarantee of any Indebtedness given by it; or

(f) any Indebtedness of DIB or any of its Principal Subsidiaries following valid demand or claim becomes due and payable prior to the stated maturity thereof (other than at the option of the debtor) or DIB or any of its Principal Subsidiaries fail to make any payment under any guarantee of any Indebtedness which is due and payable at the expiration of any grace period applicable thereto, provided that each such event shall not constitute a DIB Event unless the aggregate amount of all such Indebtedness, either alone or when aggregated with all other Indebtedness in respect of which such an event shall have occurred and be continuing, shall be more than US$50,000,000 (or its equivalent in any other currency or currencies); or

(g) any action, condition or thing at any time required to be taken, fulfilled or done in order (A) to enable DIB lawfully to enter into, exercise its rights and perform and comply with its obligations under and in respect of the Transaction Documents to which it is a party or (B) to ensure that those obligations are binding is not taken, fulfilled or done within 28 days of the Delegate giving notice in writing to DIB; or

(h) (A) DIB becomes insolvent or is unable to pay its debts as they fall due, (B) an administrator, receiver, or liquidator of DIB or the whole or any part of the undertaking, assets and revenues of DIB is appointed, unless set aside within 28 days of such appointment, (C) DIB takes any action or

commences any negotiations or proceedings with a view to (i) any adjustment of a material proportion of the whole or a specified class or category of Indebtedness, or (ii) making a general assignment or an arrangement or composition with or for the benefit of its creditors, or (D) DIB ceases or threatens to cease to carry on all or any substantial part of its business provided always that this sub-paragraph (h)(C) nor (D) shall not apply to any step or procedure which is part of a solvent reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority; or

(i) an order or decree is made or an effective resolution is passed for the winding up, liquidation or dissolution of DIB, provided always that this paragraph (i) shall not apply to any step or procedure which is part of a solvent reconstruction or amalgamation approved by any court of competent jurisdiction or other competent authority; or

(j) any event occurs which has an analogous effect to any of the events referred to in paragraphs (h) and (i) inclusive above; or

(k) any execution is levied against, or an encumbrancer takes possession of, the whole or 15 per cent. or more of the property, undertaking or assets of DIB and its Subsidiaries taken as a whole (calculated by reference to the Accounts of DIB) or any event occurs which under the laws of any jurisdiction has a similar or analogous effect, unless such enforcement proceedings are frivolous or vexatious or are being actively contested in good faith by DIB or the relevant Subsidiary; or

(l) DIB fails to comply with or pay any sum which amount shall not, in aggregate, be less than U.S.$50,000,000 (or the equivalent thereof in any other currency or currencies) due from it under any one or more final non-appealable judgments or any one or more final non-appealable orders made or given by any court of competent jurisdiction and such failure continues for a period of 30 days next following service by the Delegate on DIB of notice requiring the same to be paid/remedied; provided, however, that if the execution of any such judgment or order is stayed within that period of 30 days its value shall not count towards the U.S.$50,000,000 threshold amount described in this paragraph (l),

provided that, in the case of paragraph (b) and, in respect of a Principal Subsidiary only, paragraph (f), such events shall only be a DIB Event if the Delegate has certified that, in its opinion, such event is materially prejudicial to the interests of the Certificateholders.

For the purposes of the negative pledge to be given by DIB and the DIB Events:

Accounts means (in the case of DIB) its then latest audited consolidated financial statements and (in the case of the relevant Subsidiary) its then latest audited consolidated (if available) or non-consolidated financial statements, provided that if audited financial statements for any Subsidiary have not been prepared in respect of any relevant period, Accounts shall, in relation to that Subsidiary, mean its management accounts for the relevant period;

Indebtedness means any present or future indebtedness of any person for or in respect of any money borrowed or raised including (without limitation) any liability arising under sukuk or other securities or any moneys raised under any transaction having the commercial effect of borrowing or raising money;

Limited Indebtedness means any Indebtedness, the aggregate outstanding principal amount of which does not, at any time, exceed ten per cent. (10 per cent.) of the aggregate share capital and reserves of DIB as shown in its most recent audited consolidated financial statements prepared in accordance with International Financial Reporting Standards;

Non-recourse Project Financing Indebtedness means any Indebtedness incurred in connection with any financing of all or part of the costs of the acquisition, construction or development of any project, provided that (a) any Security Interest given by DIB or the relevant Principal Subsidiary, as the case may be, is limited solely to assets of the project, (b) the person providing such financing expressly agrees to limit its recourse to the project financed and the revenues derived from such project as the principal source of repayment for the monies advanced, and (c) there is no other recourse to DIB or the relevant Principal Subsidiary, as the case may be, in respect of any default by any person under the financing;

Permitted Indebtedness means the Non-recourse Project Financing Indebtedness, the Securitisation Indebtedness and the Limited Indebtedness;

Principal Subsidiary means:

(a) a Subsidiary of DIB whose revenues or assets represent not less than ten per cent. (10 per cent.) of the consolidated revenues or consolidated assets of DIB, as calculated by reference to the Accounts; or

(b) to which is transferred all or substantially all of the undertaking or assets of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary, whereupon the transferor Subsidiary shall immediately cease to be a Principal Subsidiary and the transferee Subsidiary shall immediately become a Principal Subsidiary, but shall cease to be a Principal Subsidiary under this paragraph (b) (but without prejudice to paragraph (a) above) upon publication of DIB's next Accounts.

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

Relevant Indebtedness means any Indebtedness other than Permitted Indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock, sukuk certificates or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

Securitisation Indebtedness means any Indebtedness incurred in connection with any securitisation of existing or future asset and/or revenues, provided that: (i) any Security Interest given by DIB or any of its Subsidiaries in connection therewith is limited solely to the assets and/or revenues which are the subject of the securitisation; (ii) each party participating in such securitisation expressly agrees to limit its recourse to the assets and/or revenues so securitised; and (iii) there is no other recourse to DIB or any of its Subsidiaries in respect of any default by any person under the securitisation;

Security Interest means any mortgage, charge, lien or other security securing any obligation of any party; and

Subsidiary means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of DIB.

DIB has also agreed in the Purchase Undertaking that all payments by it under the Purchase Undertaking will be made free and clear of, and without any withholding or deduction for or on account of any Taxes (as defined therein) unless required by law and (save as set out therein) without set off or counterclaim of any kind and, in the event that there is any withholding or deduction, DIB shall pay all additional amounts as will result in the receipt by the Trustee of such net amounts as would have been received by it if no such withholding or deduction had been made. The payment obligations of DIB under the Purchase Undertaking will be direct, unconditional, unsubordinated and (subject to the provisions described above) unsecured obligations of DIB which rank at least *pari passu* with all other present and future unsubordinated and unsecured obligations of DIB save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

Sale Undertaking

The Sale Undertaking was executed as a deed on 15 May 2026 by the Trustee in favour of DIB and is governed by English law.

Pursuant to the Sale Undertaking, in relation to each Series, the Trustee irrevocably granted to DIB the following rights:

(a) to oblige the Trustee to sell to DIB on the Tax Dissolution Date or on the Optional Dissolution Date, in each case, specified in the exercise notice all of the Trustee's rights, title, interests, benefits and

entitlements in, to and under the Portfolio at the Tax Call Exercise Price or at the Issuer Call Exercise Price, as the case may be;

(b) to oblige the Trustee to transfer, assign and convey to DIB on any substitution date all of the Trustee's rights, title, interests, benefits and entitlements in, to and under the substituted Assets against the transfer, assignment and conveyance to the Trustee of all of DIB's rights, title, interests, benefits and entitlements in, to and under the new Assets, subject to certain conditions set out in the Sale Undertaking; and

(c) to oblige the Trustee to transfer, assign and convey to DIB on any cancellation date the Cancellation Interest, following the delivery of the cancellation Certificates to the Principal Paying Agent for cancellation pursuant to Condition 13, subject to certain conditions set out in the Sale Undertaking,

with each such sale, transfer, assignment or conveyance (as applicable) to be on an "as is" basis but free from any encumbrance (other than any lien which has arisen solely by operation of law and not in connection with any default of the Trustee) (without any warranty express or implied as to condition, fitness for purpose, suitability for use or otherwise and if any warranty is implied by law, it shall be excluded to the fullest extent permitted by law) and otherwise on the terms and subject to the conditions of the Sale Undertaking.

For these purposes:

Issuer Call Exercise Price means, in relation to each Series (if applicable), an amount in the Specified Currency equal to the aggregate of:

(a) the aggregate outstanding face amount of the Optional Dissolution (Call) Certificates on the relevant Dissolution Date; plus

(b) an amount equal to all due but unpaid Periodic Distribution Amounts (if any) relating to the Certificates;

(c) (only where no Certificate remains outstanding following exercise of the Issuer Call Right) an amount equal to the sum of any outstanding (i) amounts payable in respect of any Liquidity Facility, (ii) any Service Agency Liabilities Amounts, and (iii) amounts payable in respect of any Additional Liabilities; and

(d) without double counting, any other amounts payable in relation to the Optional Dissolution (Call) Certificates as specified in the applicable Final Terms; and

Tax Call Exercise Price means, in relation to each Series, an amount in the Specified Currency equal to the aggregate of:

(a) the aggregate outstanding face amount of the Certificates on the relevant Dissolution Date;

(b) an amount equal to all due but unpaid Periodic Distribution Amounts (if any) relating to the Certificates;

(c) an amount equal to the sum of any outstanding (i) amounts payable in respect of any Liquidity Facility, (ii) any Service Agency Liabilities Amounts, and (iii) amounts payable in respect of any Additional Liabilities; and

(d) without double counting, any other amounts payable on redemption of the Certificates as specified in the applicable Final Terms.

Trust Deed

The Master Trust Deed was entered into on 15 May 2026 between DIB, the Trustee and the Delegate and will be governed by English law. A Supplemental Trust Deed between the same parties will be entered into on the Issue Date of each Tranche and will also be governed by English law.

Upon issue of the Global Certificate initially representing the first Tranche of any Series, the Master Trust Deed and the relevant Supplemental Trust Deed shall together constitute the Trust declared by the Trustee in relation to such Series.

The Trust Assets in respect of each Series comprise (unless otherwise specified in the relevant Supplemental Trust Deed), *inter alia*, the Trustee's rights, title, interest and benefit, present and future, in, to and under the relevant Portfolio, its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than (i) in relation to any representations given to the Trustee by DIB pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents and (ii) the covenant given to the Trustee pursuant to Clause 13.1 of the Master Trust Deed) and any amounts standing to the credit of the relevant Transaction Account.

Each Trust Deed will specify that, on or after the relevant Scheduled Dissolution Date or, as the case may be, Dissolution Date of a Series, the rights of recourse in respect of the relevant Certificates shall be limited to the amounts from time to time available and comprising the Trust Assets of that Series, subject to the priority of payments set out in the Trust Deed, the relevant Certificates and the Conditions. The Certificateholders have no claim or recourse against DIB Sukuk Limited in respect of any amount which is or remains unsatisfied and any unsatisfied amounts will be extinguished.

Pursuant to the Trust Deed, the Trustee will, in relation to each Series, *inter alia:*

(a) hold the relevant Trust Assets on trust absolutely for the relative Certificateholders *pro rata* according to the face amount of Certificates held by each Certificateholder; and

(b) act as trustee in respect of the relevant Trust Assets, distribute the income from the relevant Trust Assets and perform its duties in accordance with the provisions of the Trust Deed.

In the Master Trust Deed, the Trustee by way of security for the performance of all covenants, obligations and duties of the Trustee to the Certificateholders has irrevocably and unconditionally appointed the Delegate to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to exercise all the present and future duties, powers, authorities and discretions (including but not limited to the authority to request instructions from any Certificateholders and the power to sub-delegate and the power to make any determinations to be made under each Trust Deed) vested in the Trustee by each Trust Deed that the Delegate may consider to be necessary or desirable in order upon the occurrence of a Dissolution Event or a Potential Dissolution Event, and subject to its being indemnified and/or secured and/or prefunded to its satisfaction to perform the present and future duties, powers, authorities and discretions vested in the Trustee by the relevant provisions of each Trust Deed and any of the other Transaction Documents (provided that no obligations, duties, liabilities or covenants of the Trustee pursuant to the Master Trust Deed or any other Transaction Document will be imposed on the Delegate by virtue of such delegation). The appointment of such delegate by the Trustee is intended to be in the interests of the Certificateholders and will not affect the Trustee's continuing role and obligations as trustee.

The Delegate has undertaken in the Master Trust Deed that, following it becoming aware of the occurrence of a Dissolution Event in respect of any Series and subject to Condition 14 it shall (a) promptly notify the relevant Certificateholders of the occurrence of such Dissolution Event. Subject to the Delegate being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing, the Delegate may take all such steps as are necessary to enforce the obligations of DIB (in whatever capacity it is acting) under the relevant Trust Deed and any other Transaction Document to which DIB (in whatever capacity) is a party.

Pursuant to the relevant Trust Deed, DIB will also undertake to the Trustee that:

(a) if, at the time of delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, Dubai Islamic Bank PJSC remains in actual or constructive possession, custody or control of all or any part of the Assets comprising the Portfolio; and

(b) if, following delivery of the exercise notice in accordance with the provisions of the Purchase Undertaking, the Portfolio Exercise Price is not paid in accordance with the provisions of the Purchase

Undertaking, whether as a result of a dispute or challenge in relation to the rights, title, interest, benefits and entitlements of the Trustee in, to and under the Portfolio or any of the Assets comprising the Portfolio or for any other reason, and thereby resulting in DIB's failure to comply with its obligations under the Purchase Undertaking,

DIB shall (as an independent, severable and separately enforceable obligation) fully indemnify the Trustee for the purpose of redemption in full of the outstanding Certificates and, accordingly, the amount payable under any such indemnity claim will equal the Portfolio Exercise Price.

If and to the extent the Trustee has exercised its rights under Condition 20 to issue additional Certificates in respect of a Series, on the date of issue of such additional Certificates, the Trustee will execute a Declaration of Commingling of Assets for and on behalf of the holders of the existing Certificates and the holders of such additional Certificates so issued, declaring that the assets comprising the relevant Additional Portfolio transferred to the Trustee (in respect of the issuance of the additional Certificates) and the Assets comprising the Portfolio immediately prior to the acquisition of the Additional Portfolio (in respect of the relevant Series as in existence immediately prior to the issue of such additional Certificates) are commingled and shall collectively comprise part of the Trust Assets for the benefit of the holders of the existing Certificates and the holders of such additional Certificates as tenants in common *pro rata* according to the face amount of Certificates held by each Certificateholder, in accordance with the Master Trust Deed.

The Master Trust Deed specifies, *inter alia*, that in relation to each Series:

(i) following enforcing or realising the relevant Trust Asset and distributing the net proceeds of the Trust Assets in respect of the relevant Series to the Certificateholders in accordance with the Conditions and the relevant Trust Deed the obligations of the Trustee in respect of the Certificates shall be satisfied and the right of the Certificateholders to receive any further sums shall be extinguished and neither the Trustee nor the Delegate shall be liable for any further sums and, accordingly, the relevant Certificateholders may not take any action against the Trustee, the Delegate or any other person to recover any such sum or asset in respect of the relevant Certificates or the relevant Trust Assets;

(ii) no Certificateholder shall be entitled to proceed directly against the Trustee and/or DIB, or provide instructions (not otherwise permitted by the Trust Deed) to the Delegate to proceed against the Trustee and/or DIB under any Transaction Document unless the Delegate having become bound so to proceed (a) fails to do so within a reasonable period or (b) is unable by reason of an order of a court having competent authority to do so, and such failure or inability is continuing. Under no circumstances shall the Delegate or any Certificateholders have any right to cause the sale or other disposition of any of the relevant Trust Assets (other than pursuant to the Transaction Documents), and the sole right of the Delegate and the Certificateholders against the Trustee and DIB shall be to enforce their respective obligations under the Transaction Documents;

(iii) the Delegate shall not be bound in any circumstances to take any action to enforce or realise the relevant Trust Assets or take any action against the Trustee and/or DIB under any Transaction Document unless directed or requested to do so (a) by an Extraordinary Resolution or (b) in writing by the holders of at least one-fifth of the then aggregate outstanding face amount of the Certificates of the relevant Series and in either case then only if it is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing provided that the Delegate shall not be held liable for the consequences of exercising its discretion or taking any such action and may do so without having regard to the effect of such action on individual Certificateholders; and

(iv) after enforcing or realising the relevant Trust Assets and distributing the net proceeds of the relevant Trust Assets in accordance with the terms of the relevant Trust Deed, the obligations of the Trustee and the Delegate in respect of the Series shall be satisfied and no Certificateholder may take any further steps against the Trustee and the Delegate to recover any further sums in respect of the relevant Series and the right to receive any such sums unpaid shall be extinguished. In particular, no holder of the Certificates of the relevant Series shall be entitled in respect thereof to petition or to take any other steps for the winding-up of DIB Sukuk Limited.

Sharia Compliance

Each Transaction Document to which it is a party provides that each of DIB Sukuk Limited and Dubai Islamic Bank PJSC agrees that it has accepted the Sharia 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 Sharia;

(b) it shall not take any steps or bring any proceedings in any forum to challenge the Sharia 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 Sharia.

TAXATION

The following is a general description of certain tax considerations relating to Certificates issued under the Programme. It does not purport to be a complete analysis of all tax considerations relating to the Certificates. Prospective purchasers of any Certificates should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes of acquiring, holding and disposing of the relevant Certificates and receiving payments under those Certificates. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Cayman Islands

The following is a discussion on certain Cayman Islands tax consequences of an investment in Certificates to be issued under the Programme. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands laws, payments by the Trustee on Certificates to be issued under the Programme will not be subject to taxation in the Cayman Islands and no withholding will be required on the payments of principal or profit to any holder of Certificates, nor will gains derived from the disposal of Certificates be subject to Cayman Islands income or corporation tax. The Cayman Islands currently has no income, corporation or capital gains tax and no estate duty, inheritance or gift tax.

Subject as set out below, no capital or stamp duties are levied in the Cayman Islands on the issue or redemption of Certificates. However, an instrument transferring title to any Certificates, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty. An annual registration fee is payable by the Trustee to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is approximately U.S.$1,128.05. The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein.

United Arab Emirates

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

Under current legislation, there is no requirement for withholding or deduction for or on account of UAE or Dubai taxation in respect of payments on debt securities (including in relation to the Certificates). In the event of the imposition of any withholding in the future, the Trustee has undertaken to gross-up any payments subject to certain limited exceptions, as described in Condition 11.

FATCA Disclosure

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as **FATCA**, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the UAE) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Certificates, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Certificates, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Certificates, such

withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Certificates characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Certificates (as described under "*Terms and Conditions of the Certificates—Further Issues*") that are not distinguishable from previously issued Certificates are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Certificates, including the Certificates offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Certificates. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Certificates, no person will be required to pay any additional amounts as a result of the withholding.

The Proposed Financial Transactions Tax (*FTT*)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Certificates (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

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

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Certificates are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated programme agreement (the **Programme Agreement**) dated 15 May 2026, agreed with the Trustee and DIB a basis upon which they or any of them may from time to time agree to purchase Certificates. Any such agreement will extend to those matters stated under "*Terms and Conditions of the Certificates*". In the Programme Agreement, each of the Trustee and DIB has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue, offer and sale of Certificates under the Programme.

SELLING RESTRICTIONS

United States

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

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Certificates (i) as part of their distribution at any time or (ii) otherwise until expiration of 40 days after the completion of the distribution of all Certificates of the Tranche of which such Certificates are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act, and it will have sent to each Dealer to which it sells Certificates during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Certificates within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Certificates are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

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

This Base Prospectus has been prepared by the Trustee and DIB for use in connection with the offer and sale of the Certificates outside the United States. The Trustee, DIB and the Dealers reserve the right to reject any offer to purchase the Certificates, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Trustee of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Public Offer Selling Restriction under the Prospectus Regulation

In relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Certificates to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Trustee and DIB for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Certificates referred to in paragraphs (a) to (c) above shall require the Trustee, DIB or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- the expression an **offer of Certificates to the public** in relation to any Certificates in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for Certificates; and
- the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

United Kingdom

Public Offer Selling Restriction under the PRM

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Certificates which are the subject of this Base Prospectus as completed by the applicable Final Terms in relation thereto to the public in the UK except that it may make an offer of such Certificates to the public in the UK:

(a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Trustee and DIB for any such offer; or

(c) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision:

- the expression **an offer of Certificates to the public** in relation to any Certificates means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to buy or subscribe for the Certificates; and
- the expression **POATRs** means the Public Offers and Admissions to Trading Regulations 2024.

Other regulatory restrictions

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

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Trustee or DIB; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the UK.

Cayman Islands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no invitation or offer, whether directly or indirectly, to subscribe for the Certificates has been or will be made to the public in the Cayman Islands.

Japan

The Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **FIEA**). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Certificates, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949 as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

United Arab Emirates (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Certificates to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre) other than in compliance with any laws applicable in the UAE (excluding the Abu Dhabi Global Market and the Dubai International Financial Centre) governing the issue, offering and sale of securities.

Abu Dhabi Global Market

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Certificates to be issued under the Programme to any person in the Abu Dhabi Global Market unless such offer is:

(a) an "Exempt Offer" in accordance with the Market Rulebook of the Financial Services Regulatory Authority (the **FSRA**);

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.4.1 of the Conduct of Business Rulebook of the FSRA; and

(c) made only in circumstances in which the "Financial Promotion Restriction" set out in section 18(1) of the Financial Services and Markets Regulations 2015 does not apply.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Certificates to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

(a) an "Exempt Offer" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the **DFSA**) Rulebook; and

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA Rulebook.

Kingdom of Saudi Arabia

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Certificates. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a **Saudi Investor**) who acquires any Certificates pursuant to an offering should note that the offer of Certificates is a private placement under Article 8 of the "Rules on the Offer of Securities and Continuing Obligations" as issued by the Board of the Capital Market Authority resolution number 3-123-2017 dated 27 December 2017, as amended (the **KSA Regulations**), made through a capital market institution licensed by the Capital Market Authority, in each case, in accordance with the KSA Regulations.

The Certificates may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "institutional and qualified clients" under Article 8(a)(1) of the KSA Regulations or by way of a limited offer under Article 9 of, or as otherwise required or permitted by the KSA Regulations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Certificates by it to a Saudi Investor will be made in compliance with Article 10 and either Article 8(a)(1) or Article 9 of the KSA Regulations.

Each offer of Certificates shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under the KSA Regulations.

Kingdom of Bahrain

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

For this purpose, an **accredited investor** means:

(a) an individual who has a minimum net worth (either singly or jointly with their spouse) of U.S.$1,000,000, excluding that person's principal place of residence;

(b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.$1,000,000;

(c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund); or

(d) any other entity which is an "accredited investor" as defined in the Central Bank of Bahrain Rulebook, Volume 6, from time to time.

State of Kuwait

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no Certificates will be offered, sold, promoted or advertised by it in the State of Kuwait, other than in compliance with Decree Law No. 31 of 1990 and the implementing regulations thereto, as amended, and Law No. 7 of 2010 and the bylaws thereto as amended governing the issue, offering and sale of the Certificates.

No private or public offering of the Certificates will be made in the State of Kuwait, and no agreement relating to the sale of the Certificates will be concluded in the State of Kuwait. No marketing or solicitation or inducement activities will be used to offer or market the Certificates in the State of Kuwait.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Certificates or caused such Certificates to be made the subject of an invitation for subscription or purchase and will not offer or sell any Certificates or cause the Certificates to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Certificates, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time, the **SFA**)) pursuant to Section 274 of the SFA) or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Notification under Section 309B(1)(c) of the SFA – Unless otherwise stated in the applicable Final Terms all Certificates issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Hong Kong

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

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Certificates other than: (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to any Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Malaysia

This Base Prospectus has not been registered as a prospectus with the Securities Commission of Malaysia under the CMSA. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, the Certificates have not been and will not be offered, sold or delivered, and no invitation to subscribe for or purchase any Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons falling within any one of the categories of persons specified under Part I of Schedule 6 or Section 229(1)(b), Part I of Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3), read together with Schedule 9 or Section 257(3) of the CMSA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

PRC

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Certificates in, the PRC (excluding the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan) or to residents of the PRC unless such offer or sale is made in compliance with all applicable laws and regulations of the PRC.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws, regulations and directives in force in any jurisdiction in which it purchases, offers, sells or delivers any Certificates or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Certificates under the laws, regulations and directives in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Trustee, DIB, the Delegate and any other Dealer shall have any responsibility therefor.

None of the Trustee, DIB, the Delegate, the Arranger and any of the Dealers represents that Certificates may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale. Persons into whose possession this Base Prospectus or any Certificates may come must inform themselves about, and observe, any applicable restrictions on the distribution of this Base Prospectus and the offering and sale of Certificates.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Certificates have been duly authorised by a resolution of the Board of Directors of the Trustee dated 10 May 2012. The update of the Programme and the issue of Certificates thereunder has been duly authorised by a resolution of the Board of Directors of the Trustee dated 5 May 2026. The Trustee has obtained all necessary consents, approvals and authorisations in the Cayman Islands in connection with the issue and performance of Certificates to be issued under the Programme and the execution and performance of the Transaction Documents to which it is a party. The entry into of the Transaction Documents to which it is a party has been duly authorised by resolutions of the Board of Directors of DIB dated 29 April 2012 and 28 April 2026.

Listing

It is expected that each Tranche of Certificates which is to be admitted to the Official List and to trading on the Euronext Dublin Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Certificate initially representing the Certificates of such Tranche.

Application has been made to Euronext Dublin for Certificates issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to listing on the Official List and admitted to trading on the Euronext Dublin Regulated Market.

Application has also been made to the DFSA for Certificates issued under the Programme to be admitted to the DFSA Official List. An application may be made for any Tranche of Certificates to be admitted to trading on Nasdaq Dubai.

However, Certificates may be issued pursuant to the Programme which will not be listed on Euronext Dublin or any other stock exchange or which will be listed on such stock exchange as the Trustee and the relevant Dealer may agree.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Trustee in relation to Certificates issued under the Programme and is not itself seeking admission of such Certificates to the Official List or to trading on the Euronext Dublin Regulated Market for the purposes of the Prospectus Regulation.

Documents Available

For the period of 12 months following the date of this Base Prospectus, copies (and English translations where the documents in question are not in English) of the following documents will, when published, be available for inspection from https://www.dib.ae:

(a) the Trust Deed and the Agency Agreement; and

(b) the Memorandum and Articles of Association of the Trustee and the constitutional documents (with an English translation thereof) of DIB.

This Base Prospectus will be available for viewing on (i) the website of Euronext Dublin (https://live.euronext.com) and (ii) the website of Nasdaq Dubai (http://www.nasdaqdubai.com).

Clearing Systems

The Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche will be specified in the applicable Final Terms.

If the Certificates are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

Significant or Material Change

Other than in connection with the Certificates issued thus far under the Programme, there has been no significant change in the financial performance or financial position or trading position of the Trustee and no material adverse change in the prospects of the Trustee, in each case, since the date of its incorporation.

There has been no significant change in the financial performance or financial position or trading position of DIB and its subsidiaries since 31 March 2026, and there has been no material adverse change in the prospects of DIB and its subsidiaries since 31 December 2025.

Litigation

The Trustee is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Trustee is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Trustee.

Save as disclosed on page 17 of this Base Prospectus in *"Risk Factors – Factors that may affect DIB's ability to fulfil its obligations under the Transaction Documents to which it is a party – Risks Relating to the Group – The Group is party to litigation related to the terrorist attacks on New York City on 11 September 2001*", neither DIB nor any of its subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which DIB is aware) in the 12 months preceding the date of this Base Prospectus which may have or have in such period had a significant effect on the financial position or profitability of DIB or any of its subsidiaries.

Auditors

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements or appoint any auditors.

The previous auditors of DIB were Deloitte & Touche (M.E.) (**Deloitte**) of P.O. Box 4254, Dubai, UAE. Deloitte is a registered audit firm in the UAE, operating under professional licenses issued by the Dubai Economic Department and the UAE Ministry of Economy. There is no professional institute of auditors in the UAE and accordingly, Deloitte is not a member of a professional body in the UAE. All Deloitte professionals and partners are members of the institutes from where they received their professional qualification.

The 2024 Financial Statements were audited by Deloitte in accordance with International Standards on Auditing, without qualification, as stated in their audit report incorporated by reference into this Base Prospectus.

The current auditors of DIB are KPMG Lower Gulf Limited (**KPMG**) of P.O. Box 3800, Dubai, UAE. KPMG are independent auditors regulated by and registered to practice as auditors with the Ministry of Economy in the UAE. There is no professional institute of auditors in the UAE and, accordingly, KPMG is not a member of a professional body in the UAE. All of KPMG's partners are members of the institutes from which they received their professional qualification.

The 2025 Financial Statements were audited in accordance with International Standards on Auditing by KPMG, without qualification as stated in their audit report incorporated by reference into this Base Prospectus.

The Interim Financial Information was reviewed by KPMG in accordance with the International Standard on Review Engagements 2410, "*Review of Interim Financial Information Performed by the Independent Auditor of the Entity*", as stated in their review report incorporated by reference into this Base Prospectus.

Dealers Transacting with DIB

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, DIB (and its affiliates) in the ordinary course of business for which they have received, and for which they may in the future receive, fees.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade securities (or, in the case of Dealers other than DIB, related derivative securities) and financial instruments (including bank financings) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Trustee, DIB and their affiliates (including any Certificates issued under the Programme). Certain of the Dealers (other than DIB) or their affiliates that have a financing relationship with the Trustee, DIB and their affiliates routinely hedge their credit exposure to the Trustee, DIB and their affiliates consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of hedging arrangements or the creation of trading positions in securities, including potentially any Certificates issued under the Programme. Any such trading positions could adversely affect future trading prices of Certificates issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may, in the case of Dealers other than DIB, hold, or recommend to clients that they acquire, trading positions in such securities and instruments. Such persons do not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

Cayman Islands Data Protection

The Trustee has certain duties under the Data Protection Act (as Revised) of the Cayman Islands (the **DPA**) based on internationally accepted principles of data privacy.

Prospective investors should note that, by virtue of making investments in the Certificates and the associated interactions with the Trustee and its affiliates and/or delegates, or by virtue of providing the Trustee with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals may be providing the Trustee and its affiliates and/or delegates (including, without limitation, the Trustee Administrator) with certain personal information which constitutes personal data within the meaning of the DPA. The Trustee shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Trustee Administrator, may act as data processors (or data controllers in their own right in some circumstances).

For further information on the application of the DPA to the Trustee, please refer to the Privacy Notice (a copy of which may be requested from the Trustee Administrator by email at dubai@maples.com), which provides an outline of investors' data protection rights and obligations as they relate to the investment in the Certificates.

Oversight of the DPA is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPA by the Trustee could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

Sharia Approvals

Description of the members of the Internal Sharia Supervision Committee of DIB and the Global Shariah Supervisory Committee of Standard Chartered Bank

Internal Sharia Supervision Committee of DIB

Professor Dr. Mohamed Ali Elgari

Dr. Elgari is a Professor of Islamic Economics and the former Director of the Centre for Research in Islamic Economics at King Abdul Aziz University in the Kingdom of Saudi Arabia. Dr. Elgari is the recipient of the

Islamic Development Bank Prize in Islamic Banking and Finance and holds the KLIFF Islamic Finance Award for Most Outstanding Contribution to Islamic Finance (Individual).

He is a member of the editorial board of several academic publications in the field of Islamic Finance and Jurisprudence, among them the Journal of the Jurisprudence Academy (of the IWL), Journal of Islamic Economic Studies (IDB), Journal of Islamic Economic (IAIE, London) and the advisory board of Harvard Series in Islamic Law, Harvard Law School.

Dr. Elgari is also an advisor to numerous Islamic financial institutions throughout the world and is notably on the Sharia board of the Dow Jones Islamic index as well as a member of the Islamic Fiqh Academy and the Islamic Accounting & Auditing Organization for Islamic Financial Institutions (**AAOIFI**).

Dr. Elgari holds a PhD in Economics from the University of California, USA.

Sheikh Dr. Mohammad Abdul Rahim Sultan Al Olama

Dr. Al Olama is a member of the Grand Islamic Scholars Body in Dubai, an Associate Professor of the School of Sharia at the United Arab Emirates University in Al Ain and an acknowledged expert in Islamic finance. Dr. Al Olama is also the head of the Fatwa Committee of the Zakat Funds in the UAE.

He currently serves on a number of Sharia boards and committees representing Islamic financial institutions and takaful companies.

Dr. Al Olama has written extensively on modern Islamic finance and has presented numerous research papers at various international conferences.

Dr. Al Olama holds a PhD in Comparative Islamic Law from Umm Al Qurra University in Mecca, Kingdom of Saudi Arabia.

Prof. Dr. Mohamad Akram Laldin

Prof. Dr. Laldin is currently the Executive Director of the International Sharia Research Academy for Islamic Finance. He is a member of Bank Negara Malaysia's Sharia Advisory Council (SAC), a member of Sharia Advisory Employees Provident Fund (EPF), a member of HSBC Amanah's Global Sharia Advisory Board, a member of Yassar Limited (Dubai) Sharia Advisory Board, a member of EAB (London) Sharia Advisory Board, Chairman of the Islamic Advisory Board of HSBC Insurance Singapore, Sharia advisor to ZI Syariah Advisory Malaysia, a member of Sharia Advisory Council International Islamic Financial Market (IIFM), Bahrain, Committee member of AAOIFI Sharia Standards, Bahrain and other Boards across the globe. He is also a member of the Board of Studies of the Institute of Islamic Banking and Finance, IIUM.

Prof. Dr. Laldin holds a B.A. honours degree in Islamic Jurisprudence and Legislation from the University of Jordan, Amman, Jordan and a PhD in Principles of Islamic Jurisprudence (Usul al-Fiqh) from the University of Edinburgh, Scotland, United Kingdom. He has presented many papers related to Islamic Banking and Finance and other Fiqh topics and has conducted many training sessions particularly on Islamic Banking and Finance for different sectors since 1999. He is also a prolific author of academic works specifically in the areas of Islamic Banking and Finance. He received the Zaki Badawi Award 2010 for Excellence in Sharia Advisory and Research. He has participated and presented papers in numerous local and international conferences.

Dr. Muhammad Qaseem

Dr. Qaseem holds a PhD (Islamic Studies) from the Faculty of Usul ud Din, University of Karachi. He has been a member of the Sharia boards of many other institutions. Dr. Qaseem has taught various courses for a number of B.A. and M.A. programmes of the International Islamic University, Islamabad.

Dr. Qaseem has produced many academic contributions, articles and literary and translation works.

Global Shariah Supervisory Committee of Standard Chartered Bank

Dr. Mohamed Ali Elgari

See the description of Dr. Elgari set out above.

Sheikh Nizam Yaquby

Sheikh Yaquby studied traditional Islamic studies under the guidance of eminent Islamic scholars from different parts of the world. He has a BA in economics and comparative religions and an MSc in Finance from McGill University, Canada. He has a PhD in Islamic law from the University of Wales. In addition to advising Islamic finance institutions and funds, Sheikh Yaquby is a member of the Islamic Fiqh Academy and AAOIFI. Since 1976, Sheikh Yaquby has taught Tafsir, Hadith and Fiqh in Bahrain and is a Shariah adviser to several international and local financial institutions worldwide. He has published several articles and books on various Islamic subjects including banking and finance.

Dr. Aznan Hasan

Dr. Aznan Hasan is an Associate Professor in Shariah at Institute of Islamic Banking and Finance (IIiBF), IIUM, Founding President, Association of Shariah Advisors in Islamic Finance (ASAS) and the Deputy Chairman, Shariah Advisory Council, Securities Commission. Dr. Hasan also sits on Shari'a boards of various regulatory bodies including AAOIFI, Bahrain and Higher Shariah Authority, Central Bank of UAE. Due to his experience and expertise, Dr. Aznan also serves on Shari'a boards of various regional and international financial institutions including FNB Bank (South Africa), HSBC Bank Middle East Limited (UAE), Standard Chartered Bank (DIFC, UAE), ABSA Islamic Bank (South Africa), Khalij Group (UK), Bank Nizwa (Oman), Employee Provident Fund (Malaysia), Amanah Raya Asset Management (Malaysia) and Waqf Foundation (Malaysia). Dr. Aznan is a registered Shariah Advisor for the Islamic Unit Trust Schemes and Islamic securities (Sukuk) with Securities Commission of Malaysia and is also invited by several Zakat Centres in Malaysia to give advice on zakat matters.

Dr. Hasan has conducted and published more than 50 research papers and is a regular speaker and presenter at Islamic finance conferences and seminars.

Dr. Hasan received his first degree in Shari'a from the University of Al-Azhar (1994), successfully completed his Masters degree in Shari'a from Cairo University (1998) with distinction (his thesis was recommended for publication) and obtained his PhD from University of Wales, Lampeter, United Kingdom (2003).

TRUSTEE

DIB Sukuk Limited
c/o MaplesFS Limited
P.O. Box 1093
Queensgate House
Grand Cayman, KY1-1102
Cayman Islands

DIB

Dubai Islamic Bank PJSC
P.O. Box 1080
Dubai
United Arab Emirates

DELEGATE

Deutsche Trustee Company Limited
21 Moorfields
London EC2Y 9DB
United Kingdom

PRINCIPAL PAYING AGENT AND TRANSFER AGENT

Deutsche Bank AG, London Branch
21 Moorfields
London EC2Y 9DB
United Kingdom

REGISTRAR

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

AUDITORS TO DIB

From 1 January 2025

KPMG Lower Gulf Limited
P.O. Box 3800
Dubai
United Arab Emirates

Prior to 1 January 2025

Deloitte & Touche (M.E.)
P.O. Box 4254
Dubai
United Arab Emirates

SHARIA ADVISERS TO DIB

Dar Al Sharia Islamic Finance Consultancy LLC
P.O. Box 12988
Dubai
United Arab Emirates

LEGAL ADVISERS

To the Trustee as to Cayman Islands law

Maples and Calder (Dubai) LLP
Level 14, Burj Daman
Dubai International Financial Centre
P.O. Box 119980
Dubai
United Arab Emirates

To DIB as to English, DIFC and UAE law

Allen Overy Shearman Sterling LLP
11th Floor
Burj Daman Building
Al Mustaqbal Street
Dubai International Financial Centre
P.O. Box 506678
Dubai
United Arab Emirates

To the Dealers as to English, DIFC and UAE law

Clifford Chance LLP
Level 32
ICD Brookfield Place
Dubai International Financial Centre
P.O. Box 9380
Dubai
United Arab Emirates

To the Delegate as to English law

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ
United Kingdom

IRISH LISTING AGENT

Arthur Cox Listing Services Limited
10 Earlsfort Terrace
Dublin 2
Ireland

ARRANGER

Dubai Islamic Bank PJSC
P.O. Box 1080
Dubai
United Arab Emirates

DEALERS

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United Arab Emirates

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P.O. Box 999
Dubai
United Arab Emirates