

Dated 14 September 2021

DAA FINANCE PLC

as Issuer

and

DAA PLC

as Guarantor

and

BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH

as Principal Paying Agent

and

BNP PARIBAS TRUST CORPORATION UK LIMITED

as Trustee

SUPPLEMENTAL PAYING AGENCY AGREEMENT

relating to

€150,000,000 1.554 per cent. Guaranteed Notes due 2028

(to be consolidated and form a single series with the existing €400,000,000 1.554 per cent.

Guaranteed Notes due 2028 issued on 7 June 2016)

Linklaters

Ref: L-316018

Linklaters LLP

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This Agreement is made on 14 September 2021 **between:**

- (1) **DAA FINANCE PLC** (the “**Issuer**”);
- (2) **DAA PLC** (the “**Guarantor**”);
- (3) **BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH** as principal paying agent (the “**Principal Paying Agent**” and together with any successor paying agents appointed from time to time under Clause 14 of the Paying Agency Agreement, the “**Paying Agents**”); and
- (4) **BNP PARIBAS TRUST CORPORATION UK LIMITED** as trustee (the “**Trustee**”, which expression includes any other trustee for the time being of the Trust Deed referred to below).

Whereas

- (A) The parties hereto entered into a paying agency agreement (the “**Paying Agency Agreement**”) dated 7 June 2016 in respect of an issue of €400,000,000 1.554 per cent. Guaranteed Notes due 2028 (the “**Original Notes**”).
- (B) The Issuer has agreed to issue a further €150,000,000 in aggregate principal amount of 1.554 per cent. Guaranteed Notes due 2028 (the “**Additional Notes**”), which on or about the date falling 40 days after the date hereof or such other date as the Issuer notifies to holders (the “**Exchange Date**”) will be consolidated and form a single series with the Original Notes.
- (C) The Additional Notes are constituted by a trust deed dated 7 June 2016 (the “**Original Trust Deed**”) as amended and supplemented by a supplemental trust deed dated 14 September 2021 (the “**Supplemental Trust Deed**” together with the Original Trust Deed, the “**Trust Deed**”), each made between the Issuer, the Guarantor and the Trustee.
- (D) The parties hereto have agreed to make certain modifications to the Paying Agency Agreement.
- (E) This Agreement supplements and should be read in conjunction with the Paying Agency Agreement.

Now it is hereby agreed as follows:

1 Interpretation

Words and expressions defined in the Paying Agency Agreement shall, unless the context otherwise requires, have the same meanings in this Agreement.

Subject as provided in this Agreement, the provisions of the Paying Agency Agreement shall, where the context so admits, be deemed to be amended with effect from the date hereof as if references therein to the “Notes” were references to the Original Notes and the Additional Notes (each as defined herein), except that:

- (a) references in the Paying Agency Agreement to the “Trust Deed” shall be construed to mean the Trust Deed (as defined in the recitals hereto) save with respect to any reference to a specific provision of the Trust Deed in which case (save as specified herein) such reference shall be construed as a reference to such specific provision of the Original Trust Deed; and
- (b) references in the Paying Agency Agreement to the “Conditions” shall be construed, in relation to the Original Notes, so as to mean the Conditions of the Original Notes

in the form set out in Schedule 1 to the Original Trust Deed and, in relation to the Additional Notes, so as to mean the Conditions of the Additional Notes in the form set out in Schedule 1 to the Supplemental Trust Deed.

2 Amendments to Paying Agency Agreement

Save as amended and supplemented for the purposes of the issue of the Additional Notes by this Agreement, the provisions of the Paying Agency Agreement (as supplemented) shall continue in full force and effect.

3 Counterparts and Manner of Execution

This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

The parties consent to the execution of this Agreement by or on behalf of each other party by electronic signature, provided that such manner of execution is permitted by law and agree that the electronic signature is the legal equivalent of their manual signature on this Agreement.

The parties agree that an executed copy of this Agreement may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Agreement and may be relied upon as evidence of this Agreement in accordance with section 17 of the Electronic Commerce Act 2000.

4 Governing Law and Submission

4.1 Governing Law: This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

4.2 Jurisdiction: The courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**") may be brought in such courts. Each of the Issuer, the Guarantor and the Agents irrevocably submits to the non-exclusive jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is for the benefit of the Agents and the Trustee and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

4.3 Service of Process: Each of the Trustee and the Principal Paying Agent (each a "**Foreign Transaction Party**") agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to the relevant process agent listed below. If such agent is not or ceases to be effectively appointed to accept service of process on behalf of such Foreign Transaction Party, such Foreign Transaction Party shall appoint a further person in Ireland to accept service of process on its behalf and shall notify the Issuer and Guarantor of such appointment. Nothing in this paragraph shall affect the right to serve process in any other manner permitted by law.

5 Confidentiality and Data Protection

5.1 Confidentiality: The Agent and the Issuer undertake to respect and protect the confidentiality of all information acquired as a result of or pursuant to this Agreement and will not, without the other party's prior written consent, disclose any such information to a third party, unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Agent.

5.2 Subcontracting and transfer of data: The Issuer expressly authorises:

5.2.1 the Agent to subcontract, under its responsibility and in compliance with applicable laws and regulations, the provision of the services (in whole or in part) to Agent 's group entities or third parties. The Issuer has been informed of the International Operating Model of the Agent. The Issuer will be electronically notified by the Agent of any change to the International Operating Model, including new subcontracting. Unless the Agent receives written refusal from the Issuer within 30 (thirty) calendar days following the notification by the Agent, the Issuer will be deemed to have given its consent to it, without prejudice to any obligations the Issuer may have toward investors.

5.2.2 the transfer of data, under the Agent's responsibility, to the Agent's group entities or third parties (such as to a correspondent, or any other person providing services to the Agent) if such transmission is required to allow the Agent to provide its services to the Issuer or to satisfy legal obligations it or the recipient of the data is subject to. The Agent assumes the responsibility and ensures that these third parties treat these Data as confidential.

5.2.3 the transfer of data to the Agent's group entities as necessary to establish and monitor the risk profile and supervise global exposure of the Agent to the Issuer. Data include information in relation to the identity of the Issuer (i.e. name, address details, contact persons and related details), its articles of incorporation, its prospectus, its providers.

5.3 Personal Data Protection: Capitalised terms used in this Clause 5.3 but not otherwise defined in this Agreement, have the meanings assigned to them in the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"). "EU Data Protection Law" shall mean the GDPR as well as all related EEA member states' laws and regulations.

5.3.1 For, in particular, but without limitation, performance of its duties under this Agreement, execution of instructions delivered to it in accordance with this Agreement, mandatory regulatory purposes, sanctions screening purposes, security purposes and business continuity purposes, the Agent may from time to time process Personal Data of beneficial owners, staff, officers and directors, including permanent, fixed term or part-time staff ("**Personnel**") of the Issuer or client's servants and agents. For this purpose, the Agent is acting as Data Controller pursuant to GDPR.

- 5.3.2 The Issuer shall bring to the attention of such Personnel, or (when such Personnel are not directly employed by the Issuer procure that such Personnel are made aware of the Agent's corporate website containing the Agent's data protection notice. The Issuer acknowledges and accepts that the Agent will process Personnel's Personal Data for, those purposes set out in this Clause 5.3.2 and as set out in the Agent's data protection notice, as amended from time to time.
- 5.3.3 Where the Issuer processes Personal Data relating to the Agent's Personnel, the Issuer must use and protect the Agent's Personnel's Personal Data solely for the implementation of its rights and obligations under this Agreement and in compliance with EU Data Protection Law.
- 5.3.4 Notwithstanding Clauses 5.3.1 to 5.3.3, there may be cases where the Agent is requested by the Issuer to process Personal Data on behalf of the Issuer (the "**Personal Data Processing Event**") notably such as with respect to corporate actions involving a disclosure of identities of Noteholders. For such purpose, the Issuer will act as Data Controller and the Agent as Data Processor.
- 5.3.5 The Issuer is made aware that, prior to any such processing of Personal Data by the Agent on behalf of the Issuer, the Issuer as Data Controller and the Agent as Data Processor are required to enter into a separate data processing agreement in accordance with Article 28 of the EU Data Protection Law, in order to cover their respective GDPR obligations in this framework. Should the Issuer and the Agent not be able to enter into such separate data processing agreement before the occurrence of the Personal Data Processing Event, the Agent will not be able to provide its services to the Issuer with respect to the Personal Data Processing Event.

5.4 Any party to this Agreement may disclose information which would otherwise be confidential by virtue of this Clause 5 if and to the extent:

- 5.4.1 required by any law or by regulation of any country with jurisdiction over the affairs of that party;
- 5.4.2 required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or in connection with any judicial, arbitral, parliamentary, tribunal or mediation inquiry or proceedings;
- 5.4.3 that such information is in the public domain other than through breach by that party of this Clause;
- 5.4.4 disclosed to any Irish government minister, Irish government department, Irish state body, agency or organisation or any of their respective representatives or to its affiliates or to any of the respective professional advisers of any person referred to in this Clause 5.4.4; or
- 5.4.5 required to any tax authority to the extent reasonably required for the purpose of complying with the tax affairs of that party or of any of its affiliates.

Process agent for the Trustee:

BNP Paribas Securities Services, Dublin Branch,
Trinity Point

10-11 Leinster Street South
Dublin 2
D02 EF85

Process agent for the Principal Paying Agent:

BNP Paribas Securities Services, Dublin Branch,
Trinity Point
10-11 Leinster Street South
Dublin 2
D02 EF85

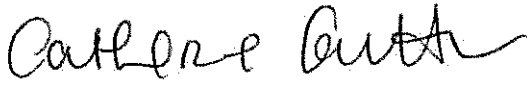
Signed by each of the parties (or their duly authorised representatives) on the date which appears first on page 1.

This Agreement has been entered into on the date stated at the beginning.

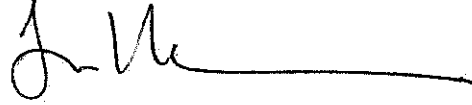
Signed on behalf of

daa finance plc

By:

A handwritten signature in cursive script, appearing to read "Catherine Auth".

By:

A handwritten signature in cursive script, consisting of a large initial letter followed by a long horizontal stroke.

daa plc

By:

Catherine Gentry

By:

John L

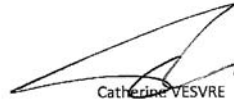
BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH

By:



Cécile Baumann

Digitally signed
by 331104
Date: 2021.09.13
18:43:38 +02'00'



Catherine VESVRE

Digitally signed by
360462
Date: 2021.09.13
18:47:26 +02'00'

BNP PARIBAS TRUST CORPORATION UK LIMITED

By: **Andrew Brown**
Digitally signed by Andrew Brown
Date: 2021.09.09 11:52:19 +01'00'

Soraya Mostefai
Digitally signed by Soraya Mostefai
Date: 2021.09.09 11:55:41 +01'00'