

Agency Agreement

relating to daa Funding DAC €4,000,000,000 Euro Medium Term Note Programme
Guaranteed by daa plc

Dated 30 September 2026

DAA FUNDING DAC

as Issuer

DAA PLC

as Guarantor

BNP PARIBAS TRUST CORPORATION UK LIMITED

as Trustee

BNP PARIBAS, LUXEMBOURG BRANCH

as Issuing and Paying Agent, Registrar, Transfer Agent and Calculation Agent

This Agency Agreement is made as of 30 September 2026 **between:**

- (1) **DAA FUNDING DAC** a company incorporated in Ireland with registered number 313943 and having its registered office at Three, The Green, Dublin Airport Central, Dublin Airport, Swords, Dublin, K67 X4X5, Ireland (the “**Issuer**”); and
- (2) **DAA PLC** a company incorporated in Ireland with registered number 9401 and having its registered office at Three, The Green, Dublin Airport Central, Dublin Airport, Swords, Dublin, K67 X4X5, Ireland (the “**Guarantor**”); and
- (3) **BNP PARIBAS TRUST CORPORATION UK LIMITED** (in its capacity as the “**Trustee**”), which expression includes any other trustee for the time being of the Trust Deed referred to below; and
- (4) **BNP PARIBAS** a *Société Anonyme* (public limited company) registered with the *Registre du commerce et des sociétés Paris* (Trade and Companies’ Register) under number No. 662 042 449, authorised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) and supervised by the *Autorité des Marchés Financiers* (AMF), with its registered address at 16 Boulevard des Italiens, 75009 Paris, France, acting through its **Luxembourg branch**, whose office is at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies’ Register under number B23968 in its capacities as Issuing and Paying Agent, Registrar, Transfer Agent, and Calculation Agent.

Whereas:

- (A) The Issuer proposes to issue from time to time euro medium term notes guaranteed by the Guarantor pursuant to this Agreement (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes in temporary or permanent form to be initially delivered in respect of Notes) in an aggregate nominal amount outstanding at any one time not exceeding the Programme Limit (the “**Programme**”).
- (B) The Notes will be constituted by a Trust Deed (the “**Trust Deed**”) dated 30 September 2026 between the Issuer, the Guarantor and the Trustee.
- (C) This is the Agency Agreement defined in the Trust Deed.

It is agreed as follows:

1 Interpretation

- 1.1 Definitions:** Capitalised terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in the Trust Deed dated 30 September 2026 relating to the Programme and the following terms shall have the following meanings:

“**Agents**” means the Issuing and Paying Agent, the Paying Agents, the Calculation Agent, the Registrar and the Transfer Agents or any of them and shall include such other Agent or Agents as may be appointed from time to time and references to Agents are to them acting solely through their specified offices;

“**Authority**” means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction;

“**Business Day**” means, in respect of each Note, (i) a day other than a Saturday or Sunday on which Euroclear and Clearstream, Luxembourg are operating, (ii) a day on which commercial banks and foreign exchange markets are open in the city of the Issuing and Paying Agent’s specified office and (iii) (if a payment is to be made on that day) a day on

which banks and foreign exchange markets are open for general business in the principal financial centre for the currency of the payment or, in the case of euro, a day on which the T2 is operating;

“Calculation Agent” means BNP Paribas, Luxembourg Branch as Calculation Agent hereunder (or such other Calculation Agent(s) as may be appointed hereunder from time to time either generally hereunder or in relation to a specific issue or Series of Notes);

“Client Assets Sourcebook” means the CASS sourcebook as set out in the FCA Rules;

“Client Money Distribution and Transfer Rules” means the client money distribution and transfer rules set out in Chapter 7A of the Client Assets Sourcebook of the FCA Rules;

“Client Money Rules” means the client money rules set out in Chapter 7 of the Client Assets Sourcebook of the FCA Rules;

“Code” means the U.S. Internal Revenue Code of 1986, as amended;

“Common Depository” means, in relation to a Series, a depository common to Euroclear and Clearstream, Luxembourg;

“Common Service Provider” means, in relation to a Series where the relevant Global Note is a NGN or the relevant Global Certificate is held under the NSS, the common service provider for Euroclear and/or Clearstream, Luxembourg appointed in respect of such Notes;

“Dealer Agreement” means the Dealer Agreement relating to the Programme dated 30 September 2026 between the Issuer, the Guarantor, Barclays Bank Ireland PLC and the other dealers and arrangers named in it;

“English Law Note” means any Note where English law is specified as the governing law in the applicable Final Terms;

“FCA” means the United Kingdom Financial Conduct Authority (and any successor regulatory authority);

“FCA Rules” means the rules promulgated by the FCA under FSMA as amended or replaced from time to time;

“International Operating Model” means the international operating model as communicated by the Issuing and Paying Agent to the Issuer as at the date of this Agreement;

“Issue Date” means, in relation to any Tranche, the date on which the Notes of that Tranche have been issued or, if not yet issued, the date agreed for their issue between the Issuer and the Relevant Dealer(s);

“Issuing and Paying Agent” means BNP Paribas, Luxembourg Branch as Issuing and Paying Agent hereunder (or such other Issuing and Paying Agent as may be appointed from time to time hereunder);

“Lead Manager” means, in relation to a Syndicated Issue, the Relevant Dealer specified as such in the relevant Subscription Agreement;

“Paying Agents” means the Issuing and Paying Agent and the Paying Agents referred to above and such further or other Paying Agent or Agents as may be appointed from time to time hereunder;

“Purchase Information” means, in relation to any Tranche that is not a Syndicated Issue, the terms of such Notes and of their issue agreed between the Issuer and the Relevant Dealer pursuant to the Procedures Memorandum;

“Register” means the register referred to in Clause 11;

“Registrar” means BNP Paribas, Luxembourg Branch as Registrar hereunder (or such other Registrar as may be appointed hereunder either generally or in relation to a specific Series of Notes);

“Regulations” means the regulations referred to in Clause 12;

“Relevant Dealer(s)” means, in relation to any Tranche, the Dealer or Dealers with or through whom an agreement to issue Notes has been concluded, or is being negotiated, by the Issuer;

“Subscription Agreement” means an agreement between the Issuer, the Guarantor and two or more Dealers made pursuant to the Dealer Agreement for the issuance of, and subscription and payment for, Notes;

“Syndicated Issue” means an issue of Notes pursuant to the Dealer Agreement subscribed and paid for by two or more Dealers;

“Tax” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax; and

“Transfer Agents” means the Transfer Agents referred to above and such further or other Transfer Agent or Agents as may be appointed from time to time hereunder either generally or in relation to a specific Series of Notes.

1.2 Construction of Certain References: References to:

- 1.2.1 the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interests in the Notes;
- 1.2.2 principal and interest shall be construed in accordance with Condition 8; and
- 1.2.3 costs, fees, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect thereof.

1.3 Headings: Headings shall be ignored in construing this Agreement.

1.4 Contracts: Save where the contrary is indicated, references in this Agreement to this Agreement or any other document are to this Agreement or those documents as amended, supplemented, novated or replaced from time to time in relation to the Programme and include any document which amends, supplements, novates or replaces them.

1.5 Schedules: The Schedules are part of this Agreement and have effect accordingly.

1.6 Alternative Clearing System: References in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Guarantor, the Registrar and the Issuing and Paying Agent. In the case of NGNs or Global Certificates held under the NSS, such alternative clearing system must also be authorised

to hold such Notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

- 1.7 Contracts (Rights of Third Parties) Act 1999:** In respect of an issue of English Law Notes, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement except and to the extent (if any) that this Agreement expressly provides for such Act to apply to any of its terms. Other than in respect of an issue of English Law Notes, no person who is not party to this Agreement shall have any rights, of remedy or enforcement or otherwise, under this Agreement.

2 Appointment and Duties

- 2.1 Issuing and Paying Agent and Registrar:** Each of the Issuer and the Guarantor appoints BNP Paribas, Luxembourg Branch at its specified office as Issuing and Paying Agent and Registrar in respect of each Series of Bearer Notes and each Series of Registered Notes.
- 2.2 Paying Agents and Transfer Agents:** Each of the Issuer and the Guarantor appoints BNP Paribas, Luxembourg Branch at its specified office as Paying Agent in respect of each Series of Bearer Notes and as Transfer Agent in respect of each Series of Registered Notes, unless the Final Terms relating to a Series of Notes lists the Agents appointed in respect of that Series, in which case, only those persons acting through their specified offices shall be appointed in respect of that Series.
- 2.3 Calculation Agent:** BNP Paribas, Luxembourg Branch may be appointed as Calculation Agent in respect of any Series of Notes by agreement with each of the Issuer and the Guarantor. BNP Paribas, Luxembourg Branch shall be treated as having agreed to act as Calculation Agent in respect of a Series if it shall have received the Purchase Information (in draft or final form) naming it as Calculation Agent no later than five Business Days before the Issue Date or, if earlier, the first date on which it is required to make any calculation or determination and shall not have notified the Issuer that it does not wish to be so appointed within two Business Days of such receipt.
- 2.4 Agents' Duties:** The obligations of the Agents are several and not joint. Each Agent shall be obliged to perform only such duties as are specifically set out in this Agreement (including Schedule 5 in the case of the Issuing and Paying Agent and the Registrar where the relevant Notes are represented by a NGN or which are held under the NSS), the Conditions and the Procedures Memorandum. No implied duties or obligations shall be read into any such documents. No Agent shall be obliged to perform additional duties set out in any Final Terms and thereby incorporated into the Conditions unless it shall have previously agreed to perform such duties. If the Conditions are amended on or after a date on which any Agent accepts any appointment in a way that affects the duties expressed to be performed by such Agent, it shall not be obliged to perform such duties as so amended unless it has first approved the relevant amendment. In the case of Notes represented by a NGN or Global Certificates which are held under the NSS, each of the Agents (other than the Issuing and Paying Agent or the Registrar, as the case may be) agrees that if any information required by the Issuing and Paying Agent or the Registrar to perform the duties set out in Schedule 5 becomes known to it, it will promptly provide such information to the Issuing and Paying Agent or the Registrar, as the case may be.
- 2.5 Agents to Act for Trustee:** The Agents shall, on demand in writing by the Trustee (copied to the Issuer and the Guarantor) made at any time after an Event of Default or a Potential

Event of Default has occurred in relation to a particular Series and until notified in writing by the Trustee to the contrary, so far as permitted by applicable law:

2.5.1 act as Agents of the Trustee under the Trust Deed and the Notes of such Series on the terms of this Agreement (with consequential amendments as necessary and except that the Trustee's liability under this Agreement for the indemnification, remuneration and all other expenses of the Agents will be limited to the amounts for the time being held by the Trustee in respect of such Series on the terms of the Trust Deed and available for that purpose) and thereafter to hold all Notes, Certificates, Coupons and Talons of such Series and all moneys, documents and records held by them in respect of Notes, Certificates, Coupons and Talons of such Series to the order of the Trustee; and/or

2.5.2 deliver all Notes, Coupons and Talons of such Series and all moneys, documents and records held by them in respect of the Notes, Coupons and Talons of such Series to the Trustee or as the Trustee directs in such demand.

2.6 Notices of Change of Trustee: The Issuer shall forthwith give notice to each of the Agents of any change in the person or persons comprising the Trustee.

2.7 Delegation: Notwithstanding anything to the contrary herein or in any other agreement, if in an Agent's opinion, acting reasonably, such Agent deems it appropriate to delegate any of its roles, duties or obligations created hereunder or under any other agreement (or any part thereof) to a third party, the Issuer hereby acknowledge the potential for, and acquiesce to, such delegation. Notwithstanding any such delegation, the Agent shall remain liable for any acts or omissions committed by such third party.

2.8 Common Safekeeper: In relation to each Series where the relevant Global Note is in NGN form or the relevant Global Certificate is held under the NSS, the Issuer hereby authorises and instructs the Issuing and Paying Agent to elect either Euroclear or Clearstream Luxembourg as Common Safekeeper. From time to time, the Issuer and the Issuing and Paying Agent may agree to vary this election. The Issuer acknowledges that any such election is subject to the right of Euroclear and Clearstream, Luxembourg to jointly determine that the other shall act as Common Safekeeper in relation to any such issue and agrees that no liability shall attach to the Issuing and Paying Agent in respect of any such election made by it.

2.9 Definitive Notes: In the event that Definitive Notes are issued and the Issuing and Paying Agent informs the Issuer and the Guarantor that it is unable to perform its obligations under this Agreement, the Issuer or the Guarantor, as the case may be, shall forthwith appoint an additional agent in accordance with Clause 18 which is able to perform such obligations.

3 Issue of Notes and Certificates

3.1 Preconditions to Issue: The Issuer shall not agree to any Issue Date unless it is a Business Day. Before issuing any Notes that are intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg the Issuer shall inform the Issuing and Paying Agent of its wish to issue such Notes and shall agree with the Issuing and Paying Agent the procedure for issuing such Notes, in the case of Notes that are to be cleared through such other clearing system, which agreement shall cover the time, date and place for the delivery of the relevant Global Note by the Issuing and Paying Agent, whether such delivery is to be free of payment or against payment, an appropriate method for determining non-U.S. beneficial ownership of Notes in accordance with applicable U.S. law and the

method by which the Issuing and Paying Agent is to receive any payment, and hold any moneys, on behalf of the Issuer.

3.2 Notification: Not later than the time specified in the Procedures Memorandum, the Issuer shall in respect of each Tranche notify and/or confirm to the Issuing and Paying Agent in writing all such information as the Issuing and Paying Agent may reasonably require for it to carry out its functions as contemplated by this Clause 3.

3.3 Issue of Certificates and Global Notes: Upon receipt by the Issuing and Paying Agent of the information enabling it, and instructions in writing, to do so, the Issuing and Paying Agent shall, in the case of Bearer Notes, complete a temporary or, as the case may be, permanent Global Note in an aggregate nominal amount equal to that of the Tranche to be issued or, in the case of Registered Notes, notify the Registrar of all relevant information, whereupon the Registrar shall complete one or more Certificates in an aggregate nominal amount equal to that of the Tranche to be issued, (unless the Issuing and Paying Agent is to do so in its capacity as, or as agent for, the Registrar) authenticate each Certificate (or cause its agent on its behalf to do so) and deliver them to the Issuing and Paying Agent not later than the time specified by the Issuing and Paying Agent (which shall be no earlier than one Business Day after receipt by the Registrar of such instructions).

3.4 Delivery of Certificates and Global Notes: Promptly before the issue of any Global Note, the Issuing and Paying Agent (or its agent on its behalf) shall authenticate it. Following authentication of any Global Note or receipt of any Certificate, the Issuing and Paying Agent shall (in the case of any unauthenticated certificate, after first authenticating it as, or as agent for, the Registrar) deliver it:

3.4.1 in the case of a Tranche (other than for a Syndicated Issue) intended to be cleared through a clearing system, on the Business Day immediately preceding its Issue Date: (i) save in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Depositary or to such clearing system or other depositary for a clearing system as shall have been agreed between the Issuer and the Issuing and Paying Agent, and (ii) in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Safekeeper together with instructions to the Common Safekeeper to effectuate the same, together with instructions to the clearing systems to whom (or to whose depositary or Common Safekeeper) such Global Note or Global Certificate has been delivered to credit the underlying Notes represented by such Global Note or Global Certificate to the securities account(s) at such clearing systems that have been notified to the Issuing and Paying Agent by the Issuer on a delivery against payment basis or, if notified to the Issuing and Paying Agent by the Issuer, on a delivery free of payment basis; or

3.4.2 in the case of a Syndicated Issue, on the Issue Date at or about the time specified in the relevant Subscription Agreement (i) save in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to, or to the order of, the Lead Manager at such place as shall be specified in the relevant Subscription Agreement (or such other time, date and/or place as may have been agreed between the Issuer and the Issuing and Paying Agent) and (ii) in the case of a Global Note which is a NGN or a Global Certificate which is held under the NSS, to the Common Safekeeper together with instructions to effectuate the same (if applicable), in each case against the delivery to the Issuing and Paying Agent of evidence that

instructions for payment of the subscription moneys due to the issuer have been made, such evidence to be in the form set out in such Subscription Agreement; or

- 3.4.3** otherwise, at such time, on such date, to such person and in such place as may have been agreed between the Issuer and the Issuing and Paying Agent.

Where the Issuing and Paying Agent or Registrar (or its agent on its behalf) delivers any authenticated Global Note or Global Certificate to the Common Safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Global Note or Global Certificate retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note or Global Certificate has been effectuated. The Issuing and Paying Agent shall promptly notify the Registrar if for any reason a Certificate is not delivered in accordance with the Issuer's instructions. Failing any such notification, the Registrar shall cause an appropriate entry to be made in the Register to reflect the issue of the Notes to the person(s) whose name and address appears on each such Certificate on the Issue Date (if any).

- 3.5 Advance Payment:** If the Issuing and Paying Agent pays an amount (the "**Advance**") to the Issuer on the basis that a payment (the "**Payment**") has been, or will be, received from any person and if the Payment has not been, or is not, received by the Issuing and Paying Agent on the date the Issuing and Paying Agent pays the Issuer, the Issuer, failing whom the Guarantor, shall on demand reimburse the Issuing and Paying Agent the Advance and pay interest to the Issuing and Paying Agent on the outstanding amount of the Advance from the date on which it is paid out to the date of reimbursement at the rate per annum equal to the cost to the Issuing and Paying Agent of funding such amount (if any), as certified by the Issuing and Paying Agent. Such interest shall be compounded daily. For the avoidance of doubt, the Issuing and Paying Agent shall not be obliged to pay any amount to or for the Issuer if it has not received satisfactory confirmation that it is to receive that amount.

3.6 Exchange for Permanent Global Notes and Definitive Notes:

- 3.6.1** On and after the due date for exchange of any temporary Global Note which is exchangeable for a permanent Global Note, the Issuing and Paying Agent shall, on presentation to it or to its order of the temporary Global Note, complete a permanent Global Note, authenticate it (or cause its agent on its behalf to do so), and in the case of a permanent Global Note which is a NGN, deliver the permanent Global Note to the Common Safekeeper which is holding the temporary Global Note representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg together with instructions to the Common Safekeeper to effectuate the same, and, in each case, procure the exchange of interests in such temporary Global Note for interests in an equal nominal amount of such permanent Global Note in accordance with such temporary Global Note and, in the case of a permanent Global Note which is a NGN, instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchanges. On exchange in full of the temporary Global Note, the Issuing and Paying Agent shall cancel it.
- 3.6.2** On or after the due date for exchange of any Global Note which is exchangeable for Definitive Notes, the Issuing and Paying Agent shall, on presentation to it or to its order of the Global Note, procure the exchange of interests in such Global Note for Definitive Notes (if applicable, having attached Coupons, and/or a Talon other than any that mature on or before the relevant date for exchange) in a nominal amount equal to that portion of such Global Note submitted for exchange in accordance with

such Global Note. On exchange in full of the Global Note, the Issuing and Paying Agent shall cancel it.

- 3.7 Signing of Notes, Certificates, Coupons and Talons:** The Notes, Certificates, Coupons and Talons shall be signed manually or in facsimile on behalf of the Issuer by a duly authorised signatory of the Issuer. The Issuer shall promptly notify the Issuing and Paying Agent of any change in the names of the person or persons whose signature is to be used on any Note or Certificate, and shall if necessary provide new master Global Notes and Certificates reflecting such changes. The Issuer may however adopt and use the signature of any person who at the date of signing a Note, Certificate, Coupon or Talon is a duly authorised signatory of the Issuer even if, before the Note, Certificate, Coupon or Talon is issued, they cease for whatever reason to hold such office and the Notes, Certificates, Coupons or Talons issued in such circumstances shall nevertheless be (or, in the case of Certificates, represent) valid and binding obligations of the Issuer. Definitive Notes, Coupons and Talons shall be security printed, and Certificates shall be printed, in accordance with all applicable stock exchange requirements.
- 3.8 Details of Notes and Certificates Delivered:** As soon as practicable after delivering any Global Note, Global Certificate or Definitive Note the Issuing and Paying Agent or the Registrar, as the case may be, shall upon receipt of a written request supply to the Issuer, the Guarantor, the Trustee and the other Agents all relevant details of the Notes or Certificates delivered, in such format as it shall from time to time agree with the Issuer.
- 3.9 Cancellation:** If any Note in respect of which information has been supplied under sub-Clause 3.2 is not to be issued on a given Issue Date, the Issuer shall immediately (and, in any event, prior to the Issue Date) notify the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar. Upon receipt of such notice, neither the Issuing and Paying Agent nor the Registrar shall thereafter issue or release the relevant Note(s) or Certificate(s) but shall cancel and, unless otherwise instructed by the Issuer, destroy them.
- 3.10 Outstanding Amount:** The Issuing and Paying Agent shall, upon request from the Issuer, the Trustee, the Guarantor or any Dealer, inform such person of the aggregate nominal amount of Notes, or Notes of any particular Series, then outstanding at the time of such request. In the case of Notes represented by a NGN, the nominal amount of Notes represented by such NGN shall be the aggregate amount from time to time entered in the records of both Euroclear and Clearstream, Luxembourg. The records of Euroclear and Clearstream, Luxembourg shall be conclusive evidence of the nominal amount of Notes represented by the relevant NGN and for such purposes, a statement issued by Euroclear or Clearstream, Luxembourg stating the nominal amount of Notes represented by the relevant NGN at any time shall be conclusive evidence of the records of the relevant clearing systems at that time. Payments made by the Issuer in respect of Notes represented by a NGN shall discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing systems shall not affect such discharge.
- 3.11 Procedures Memorandum:** The Issuer shall furnish a copy of the Procedures Memorandum from time to time in effect to the Issuing and Paying Agent and the Registrar. The parties agree that all issues of Notes (other than Syndicated Issues) shall be made in accordance with the Procedures Memorandum unless the Trustee, the Issuer, the Guarantor, the Relevant Dealer(s), the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar agree otherwise in respect of any issue. The Procedures Memorandum may only be amended with the consent of the Trustee, the Issuing and Paying Agent and the Registrar.

4 Payment

4.1 Payment to the Issuing and Paying Agent: The Issuer, failing whom the Guarantor, will:

- 4.1.1** before 10.00 a.m. (Luxembourg time) on each date on which any payment in EUR in respect of any Notes becomes due, transfer to an account specified by the Issuing and Paying Agent such amount in EUR as shall be sufficient for the purpose of such payment in funds settled through T2 or such payment system as the Agent and the Issuer may agree;
- 4.1.2** before 10.00 a.m. (local time in the relevant principal financial centre of the country of the relevant currency) on each date on which any payment in GBP or USD in respect of any Notes becomes due, transfer to an account specified by the Issuing and Paying Agent the amount in such currency as shall be sufficient for the purpose of such payment in funds settled through such payment system as the Agent and the Issuer may agree;
- 4.1.3** consult and agree with the Issuing and Paying Agent, in relation to the settlement and timing for payment procedures in respect of any Notes for which the relevant currency is other than EUR, GBP or USD.

In this sub-Clause 4.1, the date on which a payment in respect of the Notes becomes due means the first date on which the holder of a Note or Coupon could claim the relevant payment by transfer to an account under the Conditions, but disregarding the necessity for it to be a business day in any particular place of presentation.

- 4.2 Pre-advice of Payment:** The Issuer, failing whom the Guarantor, shall procure that the bank through which the payment to the Issuing and Paying Agent required by sub-Clause 4.1 is to be made shall irrevocably confirm to the Issuing and Paying Agent by authenticated SWIFT message no later than 10.00 a.m. (local time in the city of the Issuing and Paying Agent's specified office) on the second Business Day (in the city of the Issuing and Paying Agent's specified office) before the due date for any such payment that it will make such payment.
- 4.3 Notification of Non-payment:** The Issuing and Paying Agent shall promptly notify each of the other Paying Agents, the Issuer, the Guarantor and the Trustee if it has not received the amount referred to in sub-Clause 4.1 by the time specified for its receipt, unless it is satisfied that it will receive such amount.
- 4.4 Payment by Agents:** Unless they receive a notification from the Issuing and Paying Agent under sub-Clause 4.3, each of the Paying Agents shall, subject to and in accordance with the Conditions, pay or cause to be paid on behalf of the Issuer and the Guarantor on and after each due date therefor the amounts due in respect of the Notes and Coupons and will be entitled to claim any amounts so paid from the Issuing and Paying Agent.
- 4.5 Late Payment:** The Issuing and Paying Agent shall promptly notify each of the other Agents, the Issuer, the Guarantor, the Trustee, and, if requested by the Trustee, the Noteholders if at any time following the giving of a notice by the Issuing and Paying Agent under sub-Clause 4.3 either any payment provided for in sub-Clause 4.1 is made on or after its due date but otherwise in accordance with this Agreement.
- 4.6 Suspension of Payment by Agents:** Upon receipt of a notice from the Issuing and Paying Agent under sub-Clause 4.3, no Agent shall make any payment in accordance with sub-Clause 4.4. Upon receipt of a notice from the Issuing and Paying Agent under sub-Clause

4.5, each Agent shall make payments in accordance with sub-Clause 4.4. However, unless and until the full amount of any payment provided for in sub-Clause 4.1 has been made to the Issuing and Paying Agent, none of the Paying Agents will be bound to make such payments.

- 4.7 Reimbursement of Agents:** The Issuing and Paying Agent will on demand promptly reimburse each Agent for payments in respect of the Notes and Coupons properly made by it in accordance with the Conditions and this Agreement.
- 4.8 Method of Payment to Issuing and Paying Agent:** All sums payable to the Issuing and Paying Agent hereunder shall be paid in the currency in which such sums are denominated and in immediately available or same day funds to such account with such bank as the Issuing and Paying Agent may from time to time notify to the Issuer, the Guarantor and the Trustee and shall be freely transferable.
- 4.9 Moneys held by Issuing and Paying Agent:** The Paying Agents may deal with moneys paid to them under this Agreement in the same manner as other moneys paid to them as a banker (and not as trustee) by their customers and any money held by them is not subject to the Client Money Rules except that (1) they may not exercise any lien, right of set-off or similar claim in respect of them and (2) they shall not be liable to anyone for interest on any sums held by it under this Agreement. If the Paying Agents fail, the Client Money Distribution and Transfer Rules will not apply to such money and the Issuer will not be entitled to share in any distribution under the Client Money Distribution and Transfer Rules. Monies held by the Paying Agents need not be segregated except as required by law.
- 4.10 Partial Payments:** If on presentation of a Note or Coupon only part of the amount payable in respect of it is paid (except as a result of a deduction of tax permitted by the Conditions), the Agent to whom it is presented shall procure, in the case of a Global Note which is a CGN, that it is enfaced with a memorandum of the amount paid and the date of payment. Upon payment of only part of the amount payable in respect of any Registered Note or being informed of any such partial payment by a Transfer Agent, the Registrar shall make a note of the details of such payment in the Register. In the case of a Global Note which is a NGN, the Agent to whom such Note or Coupon is presented shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment.
- 4.11 Interest:** If the Issuing and Paying Agent pays out any amount due in respect of the Notes in accordance with the Conditions or due in accordance with sub-Clause 4.7 before receipt of the amount due under sub-Clause 4.1, the Issuer, failing whom the Guarantor, shall on demand reimburse the Issuing and Paying Agent for the relevant amount and pay interest to the Issuing and Paying Agent on such amount that is outstanding from the date on which it is paid out to the date of reimbursement at the rate per annum equal to the cost to the Issuing and Paying Agent of funding the amount paid out (if any), as certified by the Issuing and Paying Agent, or, if there is no cost of funding, at the rate of 1 per cent. per annum over the base rate from time to time of the Bank of England. Such interest shall be compounded daily.
- 4.12 Void Global Certificate or Global Note:** If any Note represented by a Global Certificate or a Global Note becomes void in accordance with its terms after the occurrence of an Event of Default, the Issuing and Paying Agent shall promptly notify the Agents and, after such notice has been given, no payment shall be made by them in respect of that Note to the extent that the Global Certificate or Global Note, as applicable, representing such Note has become void.

- 4.13 Notice of Possible Withholding under FATCA:** The Issuer, failing whom the Guarantor, shall notify each Agent if it determines that any payment to be made by an Agent under any Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's or the Guarantor's obligation under this sub-Clause 4.13 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, the Guarantor, the Notes or any of them.
- 4.14 Agents' Right to Withhold:** Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any Tax, if and only to the extent so required by applicable law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by applicable law for the purposes of this sub-Clause 4.14. Notwithstanding any other provision of this Agreement, the Issuer, failing whom the Guarantor, shall indemnify the Agents against any liability or loss howsoever incurred in connection with the obligations of the Issuer or the Guarantor to withhold or deduct an amount on account of tax.
- 4.15 Mutual Undertaking Regarding Information Reporting and Collection Obligations:** Each party to this Agreement shall, within ten Business Days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or any Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly if it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this sub-Clause 4.15 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For the purposes of this sub-Clause 4.15, "**Applicable Law**" shall be deemed to include (i) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any party that is customarily entered into by an institution of a similar nature.

5 Repayment

If claims in respect of any Note or Coupon become void or prescribed under the Conditions, the Issuing and Paying Agent shall (subject to sub-Clause 4.1) promptly repay to the Issuer the amount which would have been due on such Note or Coupon if it or the relative Certificate had been presented for payment before such claims became void or prescribed. The Issuing and Paying Agent shall not however be otherwise required or entitled to repay any sums received by it under this Agreement.

6 Early Redemption and Exercise of Options

- 6.1 Notice to Issuing and Paying Agent:** If the Issuer intends (other than consequent upon an Event of Default or any right of the Noteholder to require redemption) to redeem all or any of the Notes of any Series before their stated maturity date or to exercise any Issuer's option in the Conditions it shall, at least 14 days before the latest date for the publication of the notice of redemption or of exercise of the Issuer's option required to be given to Noteholders, give notice of such intention to the Issuing and Paying Agent and to the Trustee stating the date on which such Notes are to be redeemed or such option is to be exercised and the nominal amount of Notes to be redeemed or subject to such option.
- 6.2 Drawing on Partial Redemption or Exercise of Option:** If some only of the Notes of a Series are to be redeemed, or subject to the exercise of an Issuer's option, in the case of Notes in definitive form on such date the Issuing and Paying Agent shall make the drawing that is required in accordance with the Conditions but shall give the Issuer, the Guarantor and the Trustee reasonable notice of the time and place proposed for the drawing. The Issuer, the Guarantor and the Trustee shall be entitled to send representatives to attend such drawing.
- 6.3 Notice to Noteholders:** The Issuing and Paying Agent shall publish any notice to Noteholders required in connection with any such redemption or exercise of an Issuer's option and shall at the same time also publish a separate list of the certificate numbers of any Bearer Notes previously drawn and not presented either for payment or as may otherwise be required pursuant to any Issuer's option and of the nominal amount of Registered Notes drawn and in respect of which the related Certificates have not been so presented. Such notice shall specify the date fixed for redemption or exercise of any option, the redemption price and the manner in which redemption will be effected or the terms of the exercise of such option and, in the case of a partial redemption or exercise of any option, the certificate numbers of the Bearer Notes drawn and the nominal amount of Registered Notes drawn. In addition, the Issuing and Paying Agent shall send to each holder of Registered Notes that are called in whole or in part for redemption or exercise of any option, at its address shown in the Register, a copy of such notice together with details of such holder's Registered Notes called for redemption or subject to any option and the extent of such redemption or the terms of the exercise of such option.
- 6.4 Option Exercise Notices:** The Paying Agent with which a Bearer Note or the Transfer Agent with which a Certificate is deposited in a valid exercise of any Noteholders' option shall hold such Note (together with any Coupons or Talon relating to it deposited with it) or Certificate on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the due date for redemption of, or exercise of the option relating to, the relevant Note(s) consequent upon the exercise of such option, when, in the case of an option to redeem, and subject as provided below, it shall present any such Note, Coupons and Talon or surrender any such Certificate (where surrender is required) to itself for payment of the amount due in accordance with the Conditions and shall pay such moneys in accordance with the directions of the Noteholder contained in the Exercise Notice. In the event of the exercise of any other option, each Agent shall take the steps required of it in the Conditions and, in the case of Registered Notes, Clauses 10 and 11. If any such Note becomes immediately due and payable before the due date for its redemption or exercise of the option, or if upon due presentation or surrender (where surrender is required) payment of the amount due is improperly withheld or refused or exercise of the option is improperly denied, the Agent concerned shall mail such Note (and any related Coupons or Talon) or Certificate by

uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent) to such address as may have been given by the Noteholder in the Exercise Notice or, in the case of Registered Notes where no address has been given, to the address appearing in the Register. At the end of each period for the exercise of any such option, each Agent shall promptly notify the Issuing and Paying Agent of the nominal amount of the Notes deposited with it together with their certificate numbers (or those of the Certificates representing them) and the Issuing and Paying Agent shall promptly notify such details to the Issuer and the Guarantor.

- 6.5 Clearing System Records:** In relation to a redemption or exercise of option in relation to a Series of Bearer Notes represented by a NGN or a Series of Registered Notes which is held under the NSS, the Issuing and Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Notes redeemed by the Issuer to reflect such redemption or exercise of option.

7 Cancellation, Destruction, Records and Reporting Requirements

- 7.1 Cancellation:** All Bearer Notes that are redeemed (together with such unmatured Coupons or unexchanged Talons as are attached to or are surrendered with them at the time of such redemption), all Certificates representing Registered Notes that are redeemed, all Coupons that are paid in full and all Talons that have been exchanged for Coupon sheets shall be cancelled promptly by the Paying Agent or Transfer Agent through which they are redeemed, surrendered, paid or exchanged. Such Paying Agent or Transfer Agent shall send to the Issuing and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, the details required by such person for the purposes of this Clause 7 and the cancelled Notes, Coupons, Talons and/or Certificates.
- 7.2 Cancellation by Issuer:** If the Issuer or the Guarantor or any of their respective subsidiaries purchase any Notes or Coupons that are to be cancelled in accordance with the Conditions, the Issuer or, as the case may be, the Guarantor shall forthwith cancel them or procure their cancellation, immediately notify the Issuing and Paying Agent or the Registrar, as the case may be, in writing of the nominal amount of the Notes which have been purchased and cancelled, and send them (if in definitive bearer form) to the Issuing and Paying Agent.
- 7.3 Certificate of Issuing and Paying Agent or Registrar:** The Issuing and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes shall, as soon as possible and in any event within four months after the date of any such redemption, payment or exchange, send to the Issuer, the Guarantor and the Trustee a certificate stating (1) the aggregate nominal amount of Notes that have been redeemed and cancelled and the aggregate amount paid in respect of any related Coupons that have been paid and cancelled or in respect of interest paid on a Global Note, (2) the certificate numbers of such Notes (or of the Certificates representing them), (3) the total number by maturity dates of such Coupons, (4) the certificate numbers and maturity dates of such Talons and (5) the total number and maturity dates of unmatured Coupons, and the certificate numbers and maturity dates of unmatured Talons, not surrendered with Bearer Notes redeemed, in each case distinguishing between Bearer Notes of each Series and denomination (and any Coupons and Talons relating to them) and Registered Notes of each Series.
- 7.4 Destruction:** Unless otherwise instructed by the Issuer or the Guarantor or unless, in the case of a Global Note, it is to be returned to its holder in accordance with its terms, the Issuing and Paying Agent, in the case of Bearer Notes, and the Registrar, in the case of

Registered Notes, (or the designated agent of either) shall destroy the cancelled Bearer Notes, Coupons, Talons and/or Certificates in its possession and shall send the Issuer, the Guarantor and the Trustee a certificate giving the certificate numbers of such Notes (or of the Certificates representing them) in numerical sequence, the maturity dates and certificate numbers (in numerical sequence) of such Talons and the total numbers by maturity date of such Coupons, in each case distinguishing between Bearer Notes of each Series and denomination (and any Coupons and Talons relating to them) and Registered Notes of each Series and Coupons and Talons that have been paid or exchanged and those that have been surrendered for cancellation before their due date.

- 7.5 Records:** The Issuing and Paying Agent shall keep a record of all Bearer Notes, Coupons and Talons (other than the certificate numbers of Coupons) and of their redemption, payment, exchange, cancellation, replacement and destruction and make such records available at all reasonable times to the Issuer, the Guarantor and the Trustee.
- 7.6 Information from Issuer:** The Issuing and Paying Agent, in the case of Bearer Notes, and the Registrar, in the case of Registered Notes, shall only be required to comply with its obligations under this Clause 7 in respect of Notes surrendered for cancellation following a purchase of the same by the Issuer or the Guarantor or any of their respective subsidiaries to the extent that it has been informed by the Issuer or the Guarantor of such purchases in accordance with sub-Clause 7.2 above.

8 Coupon Sheets

As regards each Bearer Note issued with a Talon, the Issuing and Paying Agent shall, on or after the due date for exchange of such Talon, make available in exchange for such Talon at the specified office of the Issuing and Paying Agent a further coupon sheet and, if relevant, a further Talon appertaining to such Bearer Note, but subject always to the Issuer having procured the delivery of a supply of such coupon sheets to the Issuing and Paying Agent. To the extent that any Coupon in any such coupon sheet shall have become void before issue, the Issuing and Paying Agent shall cancel such Coupon and destroy it in accordance with the provisions of sub-Clause 7.4.

9 Replacement Notes, Certificates, Coupons and Talons

- 9.1 Replacement:** The Issuing and Paying Agent, in the case of Bearer Notes, Coupons or Talons, and the Registrar, in the case of Certificates, (in such capacity, the “**Replacement Agent**”) shall issue replacement Bearer Notes, Certificates, Coupons and Talons in accordance with the Conditions.
- 9.2 Coupons and Talons on Replacement Bearer Notes:** In the case of mutilated or defaced Bearer Notes, the Replacement Agent shall ensure that (unless such indemnity as the Issuer and the Guarantor may require is given) any replacement Note only has attached to it Coupons and/or a Talon corresponding to those attached to the Note that it replaces.
- 9.3 Cancellation:** The Replacement Agent shall cancel and, unless otherwise instructed by the Issuer, destroy any mutilated or defaced Bearer Notes, Certificates, Coupons and Talons replaced by it and shall send the Issuer, the Guarantor, and the Trustee a certificate giving the information specified in sub-Clause 7.4.
- 9.4 Notification:** The Replacement Agent shall, on issuing a replacement Bearer Note, Certificate, Coupon or Talon, promptly inform the other Paying Agents of its certificate number and of the one that it replaces.

- 9.5 Presentation after Replacement:** If a Bearer Note, Certificate, Coupon or Talon that has been replaced is presented to an Agent for payment or exchange, that Agent shall promptly inform the Issuing and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, which shall so inform the Issuer.

10 Additional Duties of the Transfer Agents

The Transfer Agent with which a Certificate is surrendered for the transfer of, or exercise of any Noteholders' option relating to, Registered Notes represented by it shall promptly notify the Registrar of (1) the name and address of the holder of the Registered Note(s) appearing on such Certificate, (2) the certificate number of such Certificate and nominal amount of the Registered Note(s) represented by it, (3) (in the case of an exercise of an option) the contents of the Exercise Notice, (4) (in the case of a transfer of, or exercise of an option relating to, part only) the nominal amount of the Registered Note(s) to be transferred or in respect of which such option is exercised, and (5) (in the case of a transfer) the name and address of the transferee to be entered on the Register and, subject to sub-Clause 6.4, shall cancel such Certificate and forward it to the Registrar.

11 Additional Duties of the Registrar

The Registrar shall maintain a Register for each Series of Registered Notes outside of the United Kingdom in accordance with the Conditions and the Regulations. The Register shall show the number of issued Certificates, their nominal amount, their date of issue and their certificate number (which shall be unique for each Certificate of a Series) and shall identify each Registered Note, record the name and address of its initial holder, all subsequent transfers, exercises of options and changes of ownership in respect of it, the names and addresses of its subsequent holders and the Certificate from time to time representing it, in each case distinguishing between Registered Notes of the same Series having different terms as a result of the partial exercise of any option. The Registrar shall at all reasonable times during office hours make the Register available to the Issuer, the Guarantor, the Trustee, the Issuing and Paying Agent and the Transfer Agents or any person authorised by any of them for inspection and for the taking of copies and the Registrar shall deliver to such persons all such lists of holders of Registered Notes, their addresses and holdings as they may request. In relation to each Series of Registered Notes which is held under the NSS, the Registrar agrees to perform the additional duties set out in Schedule 5 to this Agreement.

12 Regulations concerning Registered Notes

The Issuer may, subject to the Conditions, from time to time with the approval of the Trustee, the Issuing and Paying Agent, the Transfer Agents and the Registrar promulgate regulations concerning the carrying out of transactions relating to Registered Notes and the forms and evidence to be provided. All such transactions shall be made subject to the Regulations. The initial Regulations are set out in Schedule 2.

13 Documents and Forms

- 13.1 Issuing and Paying Agent:** The Issuer shall provide to the Issuing and Paying Agent in a sufficient quantity, in the case of paragraphs 13.1.2(ii), 13.1.3 and 13.1.4, for distribution among the relevant Agents as required by this Agreement or the Conditions:

- 13.1.1 executed master Global Notes to be used from time to time for the purpose of issuing Notes in accordance with Clause 3;
- 13.1.2 if Definitive Notes in bearer form of any Series are to be issued, (i) such Definitive Notes and any related Coupons and Talons, duly executed on behalf of the Issuer, (ii) specimens of such Notes, Coupons and Talons and (iii) additional forms of such Notes, Coupons and Talons for the purpose of issuing replacements, at least 14 days before the due date for exchange of the relevant Global Note (and the Issuing and Paying Agent (or its agent on its behalf) shall authenticate such Definitive Notes immediately before their issue);
- 13.1.3 all documents (including Exercise Notices) required under the Notes, the base prospectus relating to the Notes or by any stock exchange on which the Notes are listed to be available for issue or inspection during business hours (and the Paying Agents, in the case of Bearer Notes, and the Transfer Agents, in the case of Registered Notes, shall make such documents available for collection or inspection to the Noteholders that are so entitled); and
- 13.1.4 forms of voting certificates and block voting instructions, together with instructions as to how to complete, deal with and record the issue of such forms (and the Paying Agents, in the case of Bearer Notes, and the Transfer Agents, in the case of Registered Notes, shall make such documents available to the relevant Noteholders and carry out the other functions set out in Schedule 3 of the Trust Deed).

13.2 Registrar: The Issuer shall provide the Registrar with enough blank Certificates (including Global Certificates) to meet the Transfer Agents' and the Registrar's anticipated requirements for Certificates upon the issue and transfer of Registered Notes of a Series and for the purpose of issuing replacement Certificates.

13.3 Notes etc. held by Agents: Each Agent (1) acknowledges that all forms of Notes, Certificates, Coupons and Talons delivered to and held by it pursuant to this Agreement shall be held by it as custodian only and it shall not be entitled to and shall not claim any lien or other security interest on such forms, (2) shall only use such forms in accordance with this Agreement, (3) shall maintain all such forms in safe custody, (4) shall take such security measures as may reasonably be necessary to prevent their theft, loss or destruction and (5) shall keep an inventory of all such forms and make it available to the Issuer, the Guarantor, the Trustee and the other Agents at all reasonable times.

14 Duties of Calculation Agent

The Calculation Agent shall perform the duties expressed to be performed by it in the Conditions in respect of each Series of Notes in respect of which it is appointed as Calculation Agent. As soon as practicable after the relevant time on each Interest Determination Date or such time on such date as the Calculation Agent may be required pursuant to the Conditions to calculate any rate or amount, obtain any quotation or make any determination or calculation, the Calculation Agent shall determine such rate and calculate the Interest Amounts in respect of each denomination of the Notes for the relevant Interest Accrual Period, Interest Period or Interest Payment Date, calculate the Redemption Amount, obtain such quotation and/or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period, Interest Period or Interest Payment Date and, if required, the relevant Interest Payment Date and, if required to be calculated, any Redemption Amount to be notified to

any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information, the Issuing and Paying Agent, the Issuer, each of the Paying Agents and, if the relevant Notes are to be listed and/or admitted to trading on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. If the Calculation Agent at any material time does not make any determination or calculation or take any action that it is required to do pursuant to the Conditions, it shall forthwith notify the Issuer, the Guarantor, the Trustee and the Issuing and Paying Agent.

15 Fees and Expenses

- 15.1 Fees:** The Issuer, failing whom the Guarantor, shall pay to the Issuing and Paying Agent the commissions, fees and expenses in respect of the Agents' services as are separately agreed with the Issuing and Paying Agent and neither the Issuer nor the Guarantor need concern itself with their apportionment between the Agents.
- 15.2 Costs:** The Issuer, failing whom the Guarantor, will also pay on demand all out-of-pocket expenses (including legal, advertising, telex and postage expenses) properly incurred by the Agents in connection with their services together with any applicable value added tax, sales, stamp, issue, registration, documentary or other taxes or duties.
- 15.3 No abatement of fees, commissions and expenses:** The fees, commissions and expenses payable to the Agents for services rendered and the performance of their obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Agents (or to their knowledge by any of their associates) in connection with any transaction effected by the Agents with or for the Issuer or the Guarantor.

16 Indemnity

- 16.1 By Issuer and Guarantor:** The Issuer, failing whom the Guarantor, will indemnify each Agent, on an after tax basis, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or properly incurred in disputing or defending any of the foregoing) which it may incur or which may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its functions, except such as may result from such Agent's wilful default, gross negligence or fraud or that of its directors, officers or employees.
- 16.2 By Agents:** Each Agent (acting severally) will indemnify the Issuer and the Guarantor on an after tax basis, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or properly incurred in disputing or defending any of the foregoing) which the Issuer or the Guarantor may incur or which may be made against it as a direct result of such Agent's wilful default, gross negligence or fraud or that of its directors, officers or employees.
- 16.3 Consequential Loss:** Notwithstanding the foregoing, under no circumstances will any Agent be liable to the Issuer, the Guarantor or any other party to this Agreement for any consequential loss (being the loss of business, goodwill, opportunity or profit), or any special

or punitive damages of any kind whatsoever, in each case however caused or arising and whether or not foreseeable, even if advised of the possibility of such loss or damage.

16.4 Survival: The indemnities in sub-Clauses 16.1 and 16.2 shall survive the termination and expiry of this Agreement and the removal or resignation of any Agent. In respect of the issue of English Law Notes, the Contracts (Rights of Third Parties) Act 1999 shall apply to this Clause 16.

16.5 Taxes: All monies payable to the Agents under this Clause 16 and under Clause 15 shall be made without set-off, counterclaim, withholding or deduction, unless required by law, in which case the Issuer, failing whom the Guarantor, shall gross up such payments to the Agents. The Issuer, failing whom the Guarantor, agrees to pay any and all stamp, registration and other documentary taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Agents.

17 General

17.1 No agency or trust: In acting under this Agreement the Agents shall have no obligation towards or relationship of agency or trust with the holder of any Note, Coupon or Talon and need only perform the duties set out specifically in this Agreement and the Conditions and no other duties shall be implied.

17.2 Holder to be treated as owner: Except as otherwise required by law, each Agent will treat the holder of a Note, Coupon or Talon as its absolute owner as provided in the Conditions and will not be liable for doing so.

17.3 No lien: No Agent shall exercise any lien, right of set-off or similar claim against any holder of a Note or Coupon in respect of moneys payable by it under this Agreement.

17.4 Taking of advice: Each Agent may, at the cost of the Issuer, failing whom the Guarantor, consult on any legal or other matter any auditor, lawyer, banker, financial adviser, financial institution, valuer, surveyor, broker, auctioneer, accountant or other expert selected by it, (who may be an employee of or adviser to the Issuer or the Guarantor), and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that expert's opinion. Each Agent may rely without liability to any person on any information, report, confirmation, evaluation, certificate or any advice of any auditors, lawyer, banker, financial adviser, financial institution, valuer, surveyor, broker, auctioneer, accountant or other expert whether or not liability in relation thereto is limited by reference to a monetary cap, methodology or otherwise.

17.5 Reliance on documents etc.: No Agent shall be liable in respect of anything done or suffered by it in reliance on a Note, Certificate, Coupon, Talon or other document, certificate or instruction reasonably believed by it to be genuine and to have been signed by the proper parties. The Agents shall not be responsible to any person with respect to the legality of this Agreement or the validity or legality of the Notes, Certificates, Coupons or Talons.

17.6 Other relationships: Any Agent and any other person, whether or not acting for itself, may acquire, hold or dispose of any Note, Coupon, Talon or other security (or any interest therein) of the Issuer, the Guarantor or any other person, may enter into or be interested in any contract or transaction with any such person, and may act on, or as depositary, trustee or agent for, any committee or body of holders of securities of any such person, in each case

with the same rights as it would have had if that Agent were not an Agent and need not account for any profit.

- 17.7 Information:** Each of the Issuer and the Guarantor shall provide as soon as reasonably practicable on request to any Agent such information as it shall reasonably require for the purpose of the discharge or exercise of its duties herein.
- 17.8 List of Authorised Persons:** Each of the Issuer and the Guarantor shall provide the Trustee and the Issuing and Paying Agent (for itself and for delivery to each other Agent) with a copy of the certified list of persons authorised to take action on behalf of the Issuer or the Guarantor, as the case may be, in connection with this Agreement (as referred to in sub-Clause 9.1.7 of the Dealer Agreement) and shall notify the Trustee, Issuing and Paying Agent and each other Agent immediately in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised. Unless and until notified of any such change, each of the Agents shall be entitled to rely upon the certificate(s) delivered to them most recently and all instructions given in accordance with such certificate(s) shall be binding upon the Issuer and the Guarantor. Each of the Issuer and the Guarantor shall provide additional information in relation to, or clarification of, any such instructions upon request from an Agent. The Agents shall be entitled to do nothing, without liability, if conflicting, unclear or equivocal instructions are received or in order to comply with Applicable Law. The Agents shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any communication or instruction from the Issuer or the Guarantor, provided that such instruction appears on its face to have been signed by a person named on the list provided by the Issuer or the Guarantor in accordance with this Clause 17.8, or any document which the relevant Agent reasonably believes to be genuine and to have been delivered by the proper party.
- 17.9 Illegality:** Notwithstanding anything else herein contained, each Agent may refrain, without liability, from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America or any jurisdiction forming a part of it, the European Union and England and Wales) or any directive or regulation of any agency of any such state or jurisdiction and may, without liability, do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.
- 17.10 Monitoring:** No Agent shall be under any obligation to monitor or supervise, enquire about or satisfy itself as to the functions or acts of any of the parties and shall be entitled to assume, in the absence of express notice in writing to the contrary, that each other party is properly performing and complying with its obligations under the documents to which it is party and that no Event of Default, Potential Event of Default or other relevant event has occurred and shall have no liability to any person for any loss arising from any breach by that party or any such event.
- 17.11 No duty to expend own funds:** No Agent shall be under any obligation to take any action under this Agreement that it expects will result in any expense to or liability of such Agent, the payment of which is not, in its opinion, assured to it within a reasonable time.
- 17.12 Agents' Liability:** Notwithstanding anything to the contrary in this Agreement or the Trust Deed, the Agents shall not be liable to any person for any matter or thing done or omitted in any way in connection with this Agreement or the Trust Deed, save in relation to the relevant Agent's gross negligence, wilful default or fraud.

17.13 Force Majeure: No Agent shall be liable for any delay or failure to perform under this Agreement or for any loss caused by events beyond its reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure.

18 Changes in Agents

18.1 Appointment and Termination: In relation to any Series of Notes, the Issuer and the Guarantor may at any time appoint additional Paying Agents or Transfer Agents and/or terminate the appointment of any Agent by giving to the Issuing and Paying Agent and the Agent concerned at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes or Coupons of that Series. Upon any letter of appointment being executed by or on behalf of the Issuer, the Guarantor and any person appointed as an Agent, such person shall become a party to this Agreement as if originally named in it and shall act as such Agent in respect of that or those Series of Notes in respect of which it is appointed.

18.2 Resignation: In relation to any Series of Notes, any Agent may resign its appointment at any time, without giving any reason and without being responsible for any losses or liabilities incurred in connection with such resignation, by giving the Issuer, the Guarantor and the Issuing and Paying Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Notes or Coupons of that Series.

18.3 Condition to Resignation and Termination: No resignation or (subject to sub-Clause 18.5) termination of the appointment of the Issuing and Paying Agent, Registrar or Calculation Agent shall, however, take effect until a new Issuing and Paying Agent (which shall be a bank or trust company) or, as the case may be, Registrar or Calculation Agent has been appointed and no resignation or termination of the appointment of a Paying Agent or Transfer Agent shall take effect if there would not then be Paying Agents or Transfer Agents as required by the Conditions. The Issuer and the Guarantor agree with the relevant retiring Agent that, if any such successor Agent is required in accordance with this sub-Clause 18.3, and by the day falling ten days before the expiry of any notice under sub-Clause 18.1 or sub-Clause 18.2, the Issuer and/or the Guarantor have not appointed such a successor Agent approved by the Trustee, then the relevant retiring Agent shall be entitled, on behalf of the Issuer and the Guarantor and at the expense of the Issuer, failing which the Guarantor, to appoint as a successor Agent in its place a reputable independent financial institution of good standing which the Issuer and the Guarantor shall approve.

18.4 Change of Office: If an Agent changes the address of its specified office in a city it shall give the Issuer, the Guarantor, the Trustee and the Issuing and Paying Agent at least 60 days' notice of the change, giving the new address and the date on which the change takes effect. For the purpose of this Clause 18.4, the Grand Duchy of Luxembourg shall be deemed to be a major financial centre/city.

18.5 Automatic Termination: The appointment of an Agent shall forthwith terminate if such Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver, administrator or other similar official of all or a substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the appointment

of an examiner, winding up or dissolution of the Agent, a receiver, administrator or other similar official of the Agent or all or a substantial part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

- 18.6 Delivery of Records:** If the Issuing and Paying Agent or Registrar resigns or its appointment is terminated, the Issuing and Paying Agent shall on the date on which the resignation or termination takes effect pay to the new Issuing and Paying Agent any amount held by it for payment in respect of the Notes or Coupons and the Issuing and Paying Agent or Registrar, as the case may be, shall deliver to the new Issuing and Paying Agent or Registrar the records kept by it and all Notes and Coupons held by it pursuant to this Agreement.
- 18.7 Successor Corporations:** Any corporation into which an Agent may be merged or converted, or any corporation with which an Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which an Agent shall be a party shall, or any corporation which an Agent shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become a successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement, unless otherwise required by the Issuer, and after the said effective date all references in this Agreement to such Agent shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall promptly be given to the Issuer and the Guarantor by such Agent.
- 18.8 Notices:** The Issuer shall give Noteholders and the Trustee at least 30 days' notice of any proposed appointment, termination, resignation or change under sub-Clauses 18.1 to 18.4 of which it is aware and, as soon as practicable, notice of any termination or succession under sub-Clauses 18.5 or 18.7 of which it is aware.

19 Communications

- 19.1 Method:** Each communication under this Agreement shall be made by electronic communication or letter. Each communication or document to be delivered to any party under this Agreement shall be sent to that party at the postal address or electronic address, and marked for the attention of the person (if any), from time to time designated by that party to the Issuing and Paying Agent (or, in the case of the Issuing and Paying Agent, by it to each other party) for the purpose of this Agreement. Any instructions received via email must be signed PDF instructions. The initial telephone number, postal address, electronic address and person so designated are set out in the Procedures Memorandum.
- 19.2 Deemed Receipt:** Any communication from any party to any other under this Agreement shall be effective, (if by letter) when delivered, and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) after 4:00pm on a business day or on a non-business day in the place of receipt shall be deemed to take effect at from 10.00 a.m. on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by letter or electronic communication will be written legal evidence.

- 19.3** The internet cannot guarantee the integrity and safety of the transferred data nor the delay in which they will be processed. No Agent shall therefore be liable for any operational incident and its consequences arising from the use of internet.

20 Notices

- 20.1 Publication:** At the request and expense of the Issuer, failing whom the Guarantor, the Issuing and Paying Agent shall arrange for the publication of all notices to Noteholders (other than those to be published by the Calculation Agent). Notices to Noteholders shall be published in accordance with the Conditions, having previously been approved by the Trustee in accordance with the Trust Deed.
- 20.2 Notices from Noteholders:** Each of the Issuing and Paying Agent and the Registrar shall promptly forward to the Issuer any notice received by it from a Noteholder whether electing to exchange a Global Note for Definitive Notes or otherwise.

21 Article 55 Contractual Recognition of EU Bail-In Powers

- 21.1** This Clause 21 shall only apply in respect of an issue of English Law Notes.
- 21.2** Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any of the EU Agents (each EU Agent, a **"BRRD Party"**) and the Issuer and the Guarantor, each of the Issuer and the Guarantor acknowledges and accepts that any BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:
- 21.2.1** the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of a BRRD Party (the **"Relevant BRRD Party"**) to each of the Issuer and the Guarantor under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
- (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Relevant BRRD Party or another person, and the issue to or conferral on the Issuer and/or the Guarantor in respect of such BRRD Liability of such shares, securities or obligations;
 - (iii) the cancellation of the BRRD Liability;
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- 21.2.2** the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.
- 21.3** For the purposes of this Clause 21:
- "Bail-in Legislation"** means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant

implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

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

“BRRD” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended;

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

“EU Bail-in Legislation Schedule” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>;

“EU Agent” means any party whose liabilities under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority; and

“Relevant Resolution Authority” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Relevant BRRD Party under this Agreement.

22 Contractual Recognition of UK Bail-In Powers

22.1 This Clause 22 shall apply other than in respect of an issue of English Law Notes.

22.2 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between each UK Bail-in Party and each UK Bail-in Counterparty, each UK Bail-in Counterparty acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

22.2.1 the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of each UK Bail-In Party to each UK Bail-in Counterparty under this agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

- (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;
- (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the relevant UK-Bail-In Party or another person, and the issue to or conferral on the UK Bail-In Counterparty of such shares, securities or obligations;
- (iii) the cancellation of the UK Bail-in Liability;
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

22.2.2 the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

22.3 For the purpose of this Clause 22:

“UK Bail-in Counterparty” means each party to this Agreement, other than the relevant UK Bail-in Party, that is a counterparty to any UK Bail-in Party;

“UK Bail-in Legislation” means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);

“UK Bail-in Liability” means a liability in respect of which the UK Bail-in Powers may be exercised;

“UK Bail-in Party” means any party to this Agreement whose liabilities under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority; and

“UK Bail-in Powers” means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

23 Confidentiality and Data Protection

23.1 Confidentiality

The Agent and the Issuer and the Guarantor 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. Nothing in this Clause 23.1 shall prohibit or restrict the Guarantor from disclosing such information provided to any Irish government minister, Irish government department, Irish state body, agency or organisation or any of their respective representatives.

23.2 Subcontracting and Transfer of Data

The Issuer and the Guarantor authorise:

23.2.1 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 the Agent's group entities or third parties. The Issuer and the Guarantor have been informed of the International Operating Model of the Agent. The Issuer and the Guarantor 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 or the Guarantor within 30 (thirty) calendar days following the notification by the Agent, the Issuer will be deemed to have given their consent to it, without prejudice to any obligations the Issuer may have toward investors.

23.2.2 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.

23.2.3 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 and the Guarantor. Data include information in relation to the identity of the Issuer or the Guarantor (i.e. name, address details, contact persons and related details), its articles of incorporation, its prospectus, its providers.

23.3 GDPR and personal Data Protection

Each Party is an independent data Controller with respect to the processing it carries out under this Agreement. The Parties are not joint data Controllers and no Party acts as data Processor vis-a-vis the other. As such, no Party may be held jointly and severally liable, in any way whatsoever, for actions, omissions or breaches of the other Party of its obligations as data Controller.

The Parties hereby agree to comply with the provisions of 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 ("**General Data Protection Regulation**", "**GDPR**").

Capitalised terms used in this Clause which are not defined in this Agreement shall have the meaning assigned to them in the GDPR.

The Agent carries out a number of different Personal Data processing tasks in relation to the performance of this Agreement. Information on Personal Data processing, the purpose of such processing and the manner in which Data Subjects may exercise their rights over their Personal Data are set out in the Agent's data protection notice, which may be consulted at: https://cib.bnpparibas.com/about/privacy-policy_a-38-60.html.

The Issuer or the Guarantor (as the case may be) shall use reasonable endeavours to inform Data Subjects whose Personal Data is transferred by the Issuer to the Agent for the processing carried out by the Agent and to draw their attention to the Agent's data protection notice.

If a court and/or a Supervisory Authority requests information, conducts an investigation or brings an action against a Party pursuant to this Clause, the other Party agrees to promptly cooperate in good faith in order to provide reasonable assistance to such Party to the extent requested by the latter.

Each Party hereby agrees that any transfer of Personal Data outside the European Economic Area shall be subject to the appropriate safeguards (e.g. the European Union standard clauses on the transfer of personal data from the data controller to a data processor).

Notwithstanding the Clauses above, there may be cases (i.e. organisation of general meetings in relation to the Notes of the Issuer involving a disclosure of identity of the holders), where the Agent is requested to process Personal Data on behalf of the Issuer ("**Personal Data Processing Event**").

The Issuer or the Guarantor (as the case may be) is made aware that, prior to any such processing of Personal Data by the Agent on behalf of the Issuer or the Guarantor (as the case may be), the Issuer or the Guarantor (as the case may be) 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 GDPR, in order to cover their respective GDPR obligations in this framework. Should the Issuer or the Guarantor (as the case may be) 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.

24 No Waiver

No failure or delay of the Issuer, the Guarantor or an Agent in exercising any right or remedy under this Agreement shall constitute a waiver of that right. Any waiver of any right will be limited to the specific instance. The exclusion or omission of any provision or term from this Agreement shall not be deemed to be a waiver of any right or remedy the Issuer or an Agent may have under applicable law.

25 Governing Law and Jurisdiction

25.1 Governing Law:

25.1.1 Other than in respect of an issue of English Law Notes, this Agreement and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, the laws of Ireland.

25.1.2 In respect of an issue of English Law Notes, this Agreement and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, English law except that the provisions of the Conditions of the relevant Notes and the Trust Deed relating to the Guarantee and status of the Notes shall be construed in accordance with the laws of Ireland.

25.2 Submission to Jurisdiction:

25.2.1 Other than in respect of an issue of English Law Notes, the courts of Ireland are to have jurisdiction to settle any legal action or proceedings arising out of or in connection with this Agreement ("**Irish Law Proceedings**") and accordingly any Irish Law Proceedings may be brought in such courts. Each of the Issuer and the Guarantor hereby irrevocably submits to the jurisdiction of the courts of Ireland and waives any objection to Irish Law Proceedings in such courts whether on the grounds that the Irish Law Proceedings have been brought in an inconvenient forum or otherwise. This Clause 23.2.1 is made for the benefit of the Trustee and the Agents and, to the extent permitted by law, shall not affect the right of any of them to take Irish Law Proceedings in any court of competent jurisdiction nor shall the taking of Irish Law Proceedings in any court of competent jurisdiction preclude any of the Trustee and the Agents from taking Irish Law Proceedings in any other court of competent jurisdiction (whether concurrently or not).

25.2.2 In respect of an issue of English Law Notes, in relation to any legal action or proceedings arising out of or in connection with this Agreement ("**English Law Proceedings**"), each of the Issuer and the Guarantor hereby irrevocably submits to the jurisdiction of the courts of England and waives any objection to English Law Proceedings in such courts whether on the grounds that the English Law Proceedings have been brought in an inconvenient forum or otherwise. This Clause 23.2.2 is made for the benefit of the Trustee and the Agents and, to the extent permitted by law, shall not affect the right of any of them to take English Law

Proceedings in any court of competent jurisdiction nor shall the taking of English Law Proceedings in any court of competent jurisdiction preclude any of the Trustee or Agents from taking English Law Proceedings in any other court of competent jurisdiction (whether concurrently or not).

- 25.3 Process Agent:** In respect of an issue of English Law Notes, each of the Issuer and the Guarantor irrevocably appoints McCann FitzGerald LLP of Tower 42, Level 38C, 25 Old Broad Street, London EC2N 1HQ to receive, for it and on its behalf, service of process in any English Law Proceedings. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer or the Guarantor). If for any reason such process agent ceases to be able to act as such, each of the Issuer and the Guarantor irrevocably agree to appoint a substitute process agent in England, and to deliver to the Agents and the Trustee a copy of the new agent's acceptance of that appointment, within 30 days. Nothing shall affect the right to serve process in any other manner permitted by law.

26 Manner of Execution

The parties to this Agreement hereby agree that any electronic signature hereto (including any electronic symbol or process attached to, incorporated in or logically associated with this Agreement and used by parties to this Agreement with the intent to sign, authenticate or accept this Agreement shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Electronic Commerce Act 2000 and Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

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

DAA FUNDING DAC

By: BRIAN HEALY

A blue ink signature of Brian Healy, consisting of a stylized 'B' followed by a horizontal line.

By: PETER DUNNE

A blue ink signature of Peter Dunne, featuring a large 'P' and 'D' with a horizontal line.

DAA PLC

By: BRIAN HEALY

A blue ink signature of Brian Healy, consisting of a stylized 'B' followed by a horizontal line.

By: PETER DUNNE

A blue ink signature of Peter Dunne, featuring a large 'P' and 'D' with a horizontal line.

BNP PARIBAS TRUST CORPORATION UK LIMITED

By:

By:

BNP PARIBAS, LUXEMBOURG BRANCH

By:


Sylvie Dobson

Digitally
signed by:
Sylvie
Dobson


Aristote Livaditis
Senior Transaction Manager

Digitally
signed by:
Aristote
Livaditis

BNP PARIBAS TRUST CORPORATION UK LIMITED

By: *BRYONY FALCONER*

ATTORNEY-IN-FACT



By: 

BNP PARIBAS, LUXEMBOURG BRANCH

By:

By:

Schedule 1
Form of Exercise Notice for Redemption Option

DAA FUNDING DAC

Euro Medium Term Note Programme

Series No: [●]

By depositing this duly completed Exercise Notice with any Paying Agent or Transfer Agent for the Notes of the above Series (the “**Notes**”) the undersigned holder of such of the Notes as are, or are represented by the Certificate that is, surrendered with this Exercise Notice and referred to below irrevocably exercises its option to have such Notes, or the nominal amount of Notes specified below redeemed on [●] under Condition [6(g)] of the Notes.

This Exercise Notice relates to Notes in the aggregate nominal amount of [●], bearing the following certificate numbers:

If the Notes (or the Certificate representing them) to which this Notice relates are to be returned, or, in the case of a partial exercise of an option in respect of a single holding of Registered Notes, a new Certificate representing the balance of such holding in respect of which no option has been exercised is to be issued, to their holder, they should be returned by post to ⁽¹⁾:

Payment Instructions

Please make payment in respect of the above Notes by transfer to the following [currency] account:

Bank:

Branch Address:

Branch Code:

Account Number:

Account Name:

Signature of holder:

[To be completed by recipient Paying Agent or Transfer Agent]

Received by:

[Signature and stamp of Paying Agent or Transfer Agent]

At its office at:

On:

Notes

- 1 A paper Form of Exercise Notice for Redemption Option is only required for Notes in definitive form.

- 2 The Agency Agreement provides that Notes or Certificates so returned or Certificates issued will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent. This section need only be completed in respect of Registered Notes if the Certificate is not to be forwarded to the Registered Address.
- 3 This Exercise Notice is not valid unless all of the paragraphs requiring completion are duly completed.
- 4 The Agent with whom the above Notes or Certificates are deposited will not in any circumstances be liable to the depositing Noteholder for any loss or damage arising from any act, default or omission of such Agent in relation to the Notes, Certificates or any of them.

Schedule 2

Regulations concerning the Transfer and Registration of Notes

These provisions are applicable separately to each Series of Notes.

- 1 Each Certificate shall represent an integral number of Registered Notes.
- 2 Unless otherwise requested by them and agreed by the Issuer and save as provided in the Conditions, each holder of more than one Registered Note shall be entitled to receive only one Certificate in respect of their holding.
- 3 Unless otherwise requested by them and agreed by the Issuer and save as provided in the Conditions, the joint holders of one or more Registered Notes shall be entitled to receive only one Certificate in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the register of the holders of Registered Notes in respect of the joint holding. All references to “holder”, “transferor” and “transferee” shall include joint holders, transferors and transferees.
- 4 The executors or administrators of a deceased holder of Registered Notes (not being one of several joint holders) and, in the case of the death of one or more of joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Issuer as having any title to such Registered Notes.
- 5 Any person becoming entitled to Registered Notes in consequence of the death or bankruptcy of the holder of such Registered Notes may, upon producing such evidence that they hold the position in respect of which they propose to act under this paragraph or of their title as the Transfer Agent or the Registrar shall require (including legal opinions), be registered themselves as the holder of such Registered Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Notes. The Issuer, the Transfer Agents and the Registrar may retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be so registered or shall duly transfer the Registered Notes.
- 6 Upon the surrender of a Certificate representing Registered Notes to be transferred or in respect of which an option is to be exercised or any other Noteholders’ right to be demanded or exercised, the Transfer Agent or the Registrar to whom such Note is surrendered shall request reasonable evidence as to the identity of the person (the “**Presentor**”) who has executed the form of transfer on the Certificate or other accompanying notice or documentation, as the case may be, if such signature does not conform to any duly authorised specimen signatures supplied by the registered holder. If the signature corresponds with the name of the registered holder, such evidence may take the form of a certifying signature by a notary public or a recognised bank. If the Presentor is not the registered holder or is not one of the persons included on any list of duly authorised persons supplied by the registered holder, the Transfer Agent or Registrar shall require reasonable evidence (which may include legal opinions) of the authority of the Presentor to act on behalf of, or in substitution for, the registered holder in relation to such Registered Notes.

Schedule 3
Accountholder Certificate of Non-U.S. Citizenship and Residency

DAA FUNDING DAC
(the “Issuer”)
EURO MEDIUM TERM NOTE PROGRAMME
Series No. [●] Tranche No. [●]
(the “Securities”)

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States person(s)**”), (ii) are owned by United States person(s) that (A) are the foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) (“**financial institutions**”) purchasing for their own account or for resale, or (B) acquired the Securities through foreign branches of financial institutions and who hold the Securities through such financial institution on the date hereof (and in either case (A) or (B), each such financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii)) this is further to certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the “**Act**”) then this is also to certify that, except as set forth below (i) in the case of debt securities, the Securities are beneficially owned by (a) non-U.S. person(s) or (b) U.S. person(s) who purchased the Securities in transactions which did not require registration under the Act; or (ii) in the case of equity securities, the Securities are owned by (x) non-U.S. person(s) (and such person(s) are not acquiring the Securities for the account or benefit of U.S. person(s)) or (y) U.S. person(s) who purchased the Securities in a transaction which did not require registration under the Act. If this certification is being delivered in connection with the exercise of warrants pursuant to Section 903(b)(5) of Regulation S under the Act, then this is further to certify that, except as set forth below, the Securities are being exercised by and on behalf of non-U.S. person(s). As used in this paragraph the term “**U.S. person**” has the meaning given to it by Regulation S under the Act.

As used herein, “**United States**” means the United States of America (including the States and the District of Columbia); and its “**possessions**” include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by electronic communication on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your Operating Procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [●] in nominal amount of such Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certificate is required in connection with certain tax laws and, if applicable, certain securities laws, of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Dated: _____

The account holder, as, or as agent for, the
beneficial owner(s) of the Securities to
which this Certificate applies.

Schedule 4
Clearing System Certificate of Non-U.S. Citizenship and Residency

DAA FUNDING DAC
EURO MEDIUM TERM NOTE PROGRAMME
Series No. [●] Tranche No. [●]
(the “Securities”)

This is to certify that, based solely on certifications we have received in writing, by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the nominal amount set forth below (our “**Member Organisations**”) substantially to the effect set forth in the Agency Agreement, as of the date hereof, [●] nominal amount of the above-captioned Securities (i) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States persons**”), (ii) is owned by United States persons that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) (“**financial institutions**”) purchasing for their own account or for resale, or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of a category contemplated in Section 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the “**Act**”) then this is also to certify with respect to such nominal amount of Securities set forth above that, except as set forth below, we have received in writing, by tested telex or by electronic transmission, from our Member Organisations entitled to a portion of such nominal amount, certifications with respect to such portion, substantially to the effect set forth in the Agency Agreement.

We further certify (i) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest in respect of) the Global Security excepted in such certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [●] *

Yours faithfully

[EUROCLEAR BANK SA/NV

as operator of the Euroclear System]

or

[CLEARSTREAM BANKING S.A.]

By:

* [Not earlier than the Exchange Date as defined in the temporary Global Note.]

Schedule 5

Obligations regarding Notes in NGN form and Registered Notes held under the NSS

In relation to each Series of Notes that is represented by a NGN or which is held under the NSS, the Issuing and Paying Agent or the Registrar, as the case may be, will comply with the following provisions:

- 1 The Issuing and Paying Agent or the Registrar will inform each of Euroclear and Clearstream, Luxembourg through the Common Service Provider of the initial issue outstanding amount for the Notes on or prior to the relevant Issue Date.
- 2 If any event occurs that requires a mark up or mark down of the records which either Euroclear or Clearstream, Luxembourg holds for its customers to reflect such customers' interest in the Notes, the Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) to ensure that (i) the issue outstanding amount of any Notes which are in NGN form, as set out in the records of Euroclear and Clearstream, Luxembourg, or (ii) the records of Euroclear and Clearstream, Luxembourg reflecting the issue outstanding amount of any Registered Notes held under the NSS, remains accurate at all times.
- 3 The Issuing and Paying Agent or the Registrar will at least monthly perform a reconciliation process with Euroclear and Clearstream, Luxembourg (through the Common Service Provider) with respect to the issue outstanding amount for the Notes and will promptly inform Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any discrepancies.
- 4 The Issuing and Paying Agent or the Registrar will promptly assist Euroclear and Clearstream, Luxembourg (through the Common Service Provider) in resolving any discrepancy identified in the issue outstanding amount of any Notes in NGN form or in the records reflecting the issue outstanding amount of any Registered Notes held under the NSS.
- 5 The Issuing and Paying Agent or the Registrar will promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
- 6 The Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
- 7 The Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly provide to Euroclear and Clearstream, Luxembourg (through the Common Service Provider) copies of all information that is given to the holders of the Notes.
- 8 The Issuing and Paying Agent or the Registrar will promptly pass on to the Issuer all communications it receives from Euroclear and Clearstream, Luxembourg directly or through the Common Service Provider relating to the Notes.

- 9** The Issuing and Paying Agent or the Registrar will (to the extent known to it) promptly notify Euroclear and Clearstream, Luxembourg (through the Common Service Provider) of any failure by the Issuer to make any payment due under the Notes when due.