PROHIBITION ON MARKETING AND SALES TO RETAIL INVESTORS

1. The securities discussed in the attached listing particulars (the "**Listing Particulars**") are complex financial instruments (the "**Securities**"). They are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities. Potential investors in the Securities should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Securities (or any beneficial interests therein), including COBS (as defined below) and the HKMA Circular (as defined below).

2.

   (a) In the United Kingdom (the "**UK**"), the Financial Conduct Authority ("**FCA**") Conduct of Business Sourcebook ("**COBS**") requires, in summary, that the Securities should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK.

   (b) In addition, in October 2022, the Hong Kong Monetary Authority issued guidance on enhanced investor protection measures on the sale and distribution of debt instruments with loss absorption features (such as the Securities described in the Listing Particulars) and related products (the "**HKMA Circular**"). Under the HKMA Circular, debt instruments with loss absorption features, being subject to the risk of being written-down or converted to ordinary shares, and investment products that invest mainly in, or whose returns are closely linked to the performance of such instruments (together, "**Loss Absorption Products**"), are to be targeted in Hong Kong at professional investors (as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) (the "**SFO**") and any subsidiary legislations or rules made under the SFO, "**Professional Investors**") only and are generally not suitable for retail investors in either the primary or secondary markets.

   (c) Investors in Hong Kong should not purchase the Securities described in the Listing Particulars in the primary or secondary markets unless they are Professional Investors and understand the risks involved. The Securities described in the Listing Particulars are generally not suitable for retail investors in Hong Kong in either the primary or secondary markets.

   (d) Certain of the Managers (as defined herein) and the Issuer are required to comply with COBS and/or the HKMA Circular.

   (e) By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from AIB Group plc (the "**Issuer**") and/or any of J.P. Morgan SE, Goodbody Stockbrokers UC, BofA Securities Europe SA, Goldman Sachs International, Goodbody Stockbrokers UC, Morgan Stanley & Co. International plc and UBS Europe SE (together, the "**Managers**") you represent, warrant, agree with and undertake to the Issuer and each of the Managers that:

      (i) you are not a retail client in the UK;

      (ii) if you are in Hong Kong, you are a Professional Investor; and

      (iii) whether or not you are subject to COBS or the HKMA Circular, you will not (a) sell or offer the Securities (or any beneficial interest therein) to retail clients in the UK or to a retail investor in Hong Kong; or (b) communicate (including the distribution of the Listing Particulars) or approve an invitation or inducement to participate in, acquire or underwrite the Securities (or

any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK or any customer in Hong Kong who is not a Professional Investor.

(f) In selling or offering the Securities (or any beneficial interests therein) or making or approving communications relating to the Securities (or any beneficial interests therein), you may not rely on the limited exemptions set out in COBS.

3. The obligations in paragraph 2 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the European Economic Area, the UK or Hong Kong) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), whether or not specifically mentioned in the Listing Particulars, including (without limitation) any requirements under the Markets in Financial Instruments Directive 2014/65/EU (as amended), the UK FCA Handbook or the HKMA Circular as to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) for investors in any relevant jurisdiction.

Where you are acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein) from the Issuer and/or any of the Managers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both you and your underlying client(s).

You acknowledge that each of the Issuer and the Managers will rely upon the truth and accuracy of the representations, warranties, agreements and undertakings set forth herein and are entitled to rely upon this letter and are irrevocably authorised to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby. This letter is additional to, and shall not replace, the obligations set out in any pre-existing general engagement terms entered into between you and any of the Managers relating to the matters set out herein.

Capitalised but undefined terms used in this letter shall have the meaning given to them in the Listing Particulars.

This document is not an offer to sell or an invitation to buy any Securities (or any beneficial interests therein).

Your offer or agreement to buy any Securities will constitute your acceptance of the terms of this letter and your confirmation that the representations and warranties made by you pursuant to this letter are accurate.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence or validity of this letter or any non-contractual obligations arising out of or in connection with this letter) or the consequences of its nullity. Notwithstanding the foregoing, the Managers (or any of them) may take proceedings relating to a dispute in any other jurisdiction. To the extent allowed by law, the Managers (or any of them) may take concurrent proceedings in any number of jurisdictions.

Should you require any further information, please do contact us.

Yours faithfully,

The Managers

cc: The Issuer

IMPORTANT NOTICE

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached listing particulars (the "**Listing Particulars**") and you are therefore advised to read this carefully before reading, accessing or making any other use of the Listing Particulars. In accessing the Listing Particulars, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information as a result of such access. You acknowledge that this electronic transmission and the delivery of the Listing Particulars is confidential and intended only for you and **you agree that you will not forward, reproduce or publish this electronic transmission or the Listing Particulars to any other person.**

In the United Kingdom ("**UK**"), the Listing Particulars are being distributed only to, and are directed only at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"), and persons falling within Article 49 of the Order, and (ii) to whom it may otherwise lawfully be communicated (all such persons together being referred to as "**relevant persons**"). The Listing Particulars must not be acted on or relied on in the UK by persons who are not relevant persons. Any investment or investment activity to which the Listing Particulars relates is available only to relevant persons in the UK and will be engaged in only with such persons.

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). SUBJECT TO CERTAIN EXCEPTIONS, SECURITIES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO U.S. PERSONS. ANY FORWARDING, REDISTRIBUTION OR REPRODUCTION OF THE LISTING PARTICULARS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

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

IMPORTANT – EEA RETAIL INVESTORS – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Markets in Financial Instruments Directive 2014/65/EU (as amended) ("**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), AIB Group plc (the "**Issuer**") has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Confirmation of your representation: In order to be eligible to view the Listing Particulars or make an investment decision with respect to the Securities described therein (the "**Securities**"), you must not be in the United States or be, or be acting on behalf of, a U.S. person (within the meaning of Regulation S under the Securities Act). By accepting the email and accessing the Listing Particulars, you shall be deemed to have represented to the Issuer and J.P. Morgan SE, BofA Securities Europe SA, Goldman Sachs International,

Goodbody Stockbrokers UC, Morgan Stanley & Co. International plc and UBS Europe SE (the "**Managers**") that:

(i) you are located outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act);

(ii) the electronic mail address to which the Listing Particulars have been delivered is not located in the United States (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction;

(iii) if you are outside of the EEA or the UK (and the electronic mail addresses that you gave and to which the Listing Particulars have been delivered are not located in the EEA or the UK), you are a person into whose possession the Listing Particulars may lawfully be delivered in accordance with the laws of the jurisdiction in which you are located; and

(iv) you consent to delivery of the Listing Particulars and any amendments or supplements thereto by electronic submission.

The Listing Particulars have been made available to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Issuer, the Managers nor any of their respective affiliates, directors, officers, employees, representatives and agents or any other person controlling any of the foregoing accepts any liability or responsibility whatsoever in respect of any difference between the Listing Particulars distributed to you in electronic format and the hard copy version.

You are reminded that the Listing Particulars have been delivered to you on the basis that you are a person into whose possession the Listing Particulars may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Listing Particulars, electronically or otherwise, to any other person. Any materials relating to the potential offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the potential offering be made by a licensed broker or dealer and any Manager or any affiliate of such Manager is a licensed broker or dealer in that jurisdiction, such offering shall be deemed to be made by such Manager or such affiliate, as the case may be, on behalf of the Issuer in such jurisdiction.

Under no circumstances shall the Listing Particulars constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction in which such offer or solicitation would be unlawful. No action has been or will be taken in any jurisdiction by the Issuer or the Managers that would, or is intended to, permit a public offering of the Securities, or possession or distribution of the Listing Particulars (in preliminary, proof or final form) or any other offering or publicity material relating to the Securities, in any country or jurisdiction where action for that purpose is required.

Recipients of the Listing Particulars who intend to subscribe for or purchase any Securities are reminded that any subscription or purchase may only be made on the basis of the information contained in the Listing Particulars in final form.

Neither the Managers nor any of their respective affiliates accepts any responsibility whatsoever for the contents of the Listing Particulars or for any statement made or purported to be made by any of them, or on any of their behalf, in connection with the Issuer or the offer. The Managers and their respective affiliates accordingly disclaim all and any liability whether arising in tort, contract or otherwise which they might otherwise have in respect of the Listing Particulars or any such statement. No representation or warranty, express or implied, is made by any of the Managers or their respective affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in the Listing Particulars.

The Managers are acting exclusively for the Issuer and no one else in connection with the offer. They will not regard any other person (whether or not a recipient of the Listing Particulars) as their client in relation to the offer and will not be responsible to anyone other than the Issuer for providing the protections afforded to their clients nor for giving advice in relation to the offer or any transaction or arrangement referred to herein.

You are responsible for protecting against viruses and other destructive items. Your receipt of the electronic transmission is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

LISTING PARTICULARS DATED 10 JANUARY 2025

AIB Group plc

(a company incorporated with limited liability in Ireland)

€700,000,000 Fixed Rate Reset Additional Tier 1 Perpetual Contingent Temporary Write Down Securities

Issue Price: 100.000 per cent.

The €700,000,000 Fixed Rate Reset Additional Tier 1 Perpetual Contingent Temporary Write Down Securities (the "**Securities**") will be issued by AIB Group plc ("**AIB**" or the "**Issuer**") on 14 January 2025 (the "**Issue Date**"). The Securities will bear interest on their Prevailing Principal Amount (as defined in the terms and conditions of the Securities (the "**Conditions**")) from (and including) the Issue Date to (but excluding) 14 January 2032 (the "**First Reset Date**"), at a rate of 6.000 per cent. per annum and thereafter at the relevant Reset Rate of Interest as provided in Condition 4. Interest will be payable on the Securities semi-annually in arrear on each Interest Payment Date (as defined in the Conditions), commencing on 14 July 2025, provided that the Issuer may elect to cancel any interest payment (in whole or in part) at its sole and full discretion, and must cancel payments of interest (i) in the circumstances described in Condition 5*(b)* and/or (ii) if and to the extent that such payment could not be made in compliance with the Solvency Condition as defined in Condition 3*(b)*. Any interest which is so cancelled will not accumulate or be payable at any time thereafter, no amount will become due from the Issuer in respect thereof and cancellation thereof shall not constitute a default for any purpose on the part of the Issuer.

Upon the occurrence of a Trigger Event (as defined in the Conditions), the Prevailing Principal Amount of each Security will be immediately and mandatorily Written Down by the relevant Write Down Amount and any interest accrued to the relevant Write Down Date (as defined in the Conditions) and unpaid shall be cancelled in accordance with Conditions 6*(a)* and *(b)*. Holders of Securities (the "Holders") may lose some or all of their investment as a result of such a Write Down (as defined in the Conditions). Following such a Write Down, the Issuer may, in certain circumstances and at its sole and full discretion, Write Up the Prevailing Principal Amount of each Security, in accordance with Condition 6*(d)*.

The Securities are perpetual securities with no fixed redemption date, and the Holders have no right to require the Issuer to redeem or purchase the Securities at any time. The Issuer may, in its sole and full discretion but subject to the approval of the Relevant Authority (as defined in the Conditions), satisfaction of the conditions to redemption set out in Condition 7*(b)* and compliance with the Solvency Condition, elect to (a) redeem all (but not some only) of the Securities at their Prevailing Principal Amount, together with interest accrued and unpaid (excluding interest that has been cancelled in accordance with the Conditions) from and including the immediately preceding Interest Payment Date up to (but excluding) the redemption date (i) on any day falling in the period commencing on (and including) 14 July 2031 and ending on (and including) the First Reset Date, or (ii) on any Interest Payment Date thereafter or (iii) at any time following the occurrence of a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event (in each case, as defined in the Conditions) which is continuing, (b) repurchase the Securities in accordance with the then prevailing Regulatory Capital Requirements, or (c) at any time redeem all (but not some only) of the Securities at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with the Conditions) to (but excluding) the date fixed for redemption if 75 per cent. or more of the aggregate principal amount of the Securities originally issued has been purchased by the Issuer or by others for the Issuer's account and cancelled.

The Securities have not been and will not be registered under the United States Securities Act of 1933 as amended (the "Securities Act") and are subject to U.S. tax law requirements. Subject to certain exemptions, Securities may not be offered, sold or delivered within the United States or to United States persons.

The Securities are not intended to be offered, sold or otherwise made available and should not be offered, sold or otherwise made available to retail clients in the European Economic Area ("EEA") or in the United Kingdom ("UK"). Prospective investors are referred to the section headed "*Prohibition on Marketing and Sales to Retail Investors*" on pages iv and v of these Listing Particulars for further information. Potential investors should read the whole of this document, in particular the section entitled "*Risk Factors*" set out on pages 12 to 59.

Application has been made to The Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the approval of these Listing Particulars as listing particulars and for the Securities to be admitted to the Official List of Euronext Dublin (the "**Official List**") and to trading on the Global Exchange Market of Euronext Dublin (the "**GEM**"), which is the exchange-regulated market of Euronext Dublin. These Listing Particulars constitute listing particulars in respect of the admission of the Securities to the Official List and to trading on the GEM. The GEM is not a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU (as amended) ("**MiFID II**"). These Listing Particulars do not constitute a prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and in accordance with the Prospectus Regulation, no prospectus is required in connection with the issuance of the Securities. References in these Listing Particulars to Securities being "**listed**" (and all related references) shall mean that such Securities have been admitted to trading on the GEM and have been admitted to the Official List.

The Securities will be issued in registered form and available and transferable in minimum amounts of €200,000 and integral multiples of €1,000 in excess thereof. The Securities will be initially represented by a global certificate in registered form (the "**Global Certificate**") and will be registered in the name of a nominee of a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**" and, together with Euroclear, the "**Clearing Systems**").

The Securities are expected to be rated Ba1 by Moody's Investors Service Limited ("**Moody's**") and BB- by S&P Global Ratings Europe Limited ("**S&P**"). S&P is a credit rating agency established in the European Union (the "**EU**") and registered under Regulation (EC) No 1060/2009 (as amended) (the "**EU CRA Regulation**"). Moody's is a credit rating agency established in the UK and registered under EU CRA Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**"). Moody's is not established in the EU but the rating it has given to the Securities is endorsed by Moody's Deutschland GmbH, which is established in the EU and registered under the EU

CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning credit rating agency.

The Securities are not guaranteed by the Minister for Finance of Ireland or any other person or entity.

Structuring Agent to the Issuer and Joint Lead Manager

J.P. Morgan

Joint Lead Managers

BofA Securities	**Goldman Sachs International**	**Goodbody**	**Morgan Stanley**	**UBS Investment Bank**

IMPORTANT INFORMATION

AIB accepts responsibility for the information contained in these Listing Particulars. To the best of AIB's knowledge (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect its import.

These Listing Particulars are to be read in conjunction with all the documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). These Listing Particulars shall be read and construed on the basis that such documents are so incorporated and form part of these Listing Particulars.

These Listing Particulars have been prepared on the basis that any offer of Securities in any Member State of the EEA will be made pursuant to an exemption from the requirement to publish a prospectus for offers of securities under the Prospectus Regulation. Accordingly, any person making or intending to make an offer in any Member State of the EEA of the Securities may only do so in circumstances in which no obligation arises for the Issuer or any of J.P. Morgan SE, BofA Securities Europe SA, Goldman Sachs International, Goodbody Stockbrokers UC, Morgan Stanley & Co. International plc and UBS Europe SE (the "**Managers**") to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor the Managers have authorised, nor do they authorise, the making of any offer of Securities in circumstances in which an obligation arises for the Issuer or the Managers to publish or supplement a prospectus for such offer.

To the fullest extent permitted by law, none of the Managers accepts any responsibility for the contents of these Listing Particulars or for any other statement, made or purported to be made by the Managers or on its behalf in connection with AIB or the issue and offering of the Securities. Each of the Managers accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of these Listing Particulars or any such statement.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with these Listing Particulars or any other financial statements or further information supplied pursuant to the terms of the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by AIB or any of the Managers.

Neither these Listing Particulars nor any other financial statements nor any further information supplied pursuant to the terms of the Securities is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation, or constituting an invitation or offer, by or on behalf of AIB or any of the Managers, that any recipient of these Listing Particulars or any other financial statements or any further information supplied pursuant to the terms of the Securities should subscribe for or purchase any of the Securities. Each investor contemplating purchasing Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of AIB.

The delivery of these Listing Particulars does not at any time imply that the information contained herein concerning AIB and its subsidiaries is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied pursuant to the terms of the Securities is correct as of any time subsequent to the date indicated in the document containing the same. The Managers expressly do not undertake to review the financial condition or affairs of the Group (as defined below) during the life of the Securities.

For the purposes of these Listing Particulars, the "**Group**" refers to the Issuer and its subsidiaries (including Allied Irish Banks, p.l.c.).

The distribution of these Listing Particulars and the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law. AIB and the Managers do not represent that these Listing Particulars may be lawfully distributed, or that Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by AIB or the Managers which is intended to permit a public offering of the Securities or distribution of these Listing Particulars in any jurisdiction where action for that purpose is required. Accordingly, the Securities may not be offered or sold, directly or indirectly, and neither these Listing Particulars nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

Persons into whose possession these Listing Particulars or the Securities may come must inform themselves about, and observe, any restrictions on the distribution of these Listing Particulars and the offering and sale of the Securities.

An investment in the Securities is not an equivalent to an investment in a bank deposit. Although an investment in the Securities may give rise to higher yields than a bank deposit placed with a member of the Group, an investment in the Securities carries risks which are very different from the risk profile of such a deposit. Unlike a bank deposit, the Securities are transferrable. However, the Securities may have no established trading market when issued, and one may never develop.

The Securities have not been and will not be registered under the Securities Act and are subject to U.S. tax law requirements. Subject to certain exemptions, Securities may not be offered, sold or delivered within the United States or to United States persons. For a description of certain restrictions on offers and sales of the Securities and on distribution of these Listing Particulars, see "*Subscription and Sale*".

All references in this document to a "**Member State**" are references to a Member State of the EEA, those to "**U.S.$**" are to the currency of the United States of America, those to "**euro**", "**€**" and "**EUR**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, those to "**Sterling**" and "**£**" are to the currency of the UK, those to "**Ireland**" are to the Republic of Ireland, and those to "**EU**" are to the European Union.

In connection with the issue of the Securities, J.P. Morgan SE (the "**Stabilisation Manager**") (or any person acting on behalf of the Stabilisation Manager) may over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilisation Manager (or any person acting on behalf of the Stabilisation Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Securities is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Securities and 60 days after the date of the allotment of the Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager (or any person acting on behalf of any Stabilisation Manager) in accordance with all applicable laws and rules.

Prohibition on Marketing and Sales to Retail Investors

1. The Securities are complex financial instruments. They are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities. Potential investors in the Securities should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Securities (or any beneficial interests therein), including COBS (as defined below) and the HKMA Circular (as defined below).

2.

(a) In the UK, the Financial Conduct Authority ("**FCA**") Conduct of Business Sourcebook ("**COBS**") requires, in summary, that the Securities should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK.

(b) In addition, in October 2022, the Hong Kong Monetary Authority issued guidance on enhanced investor protection measures on the sale and distribution of debt instruments with loss absorption features (such as the Securities described in the Listing Particulars) and related products (the "**HKMA Circular**"). Under the HKMA Circular, debt instruments with loss absorption features, being subject to the risk of being written-down or converted to ordinary shares, and investment products that invest mainly in, or whose returns are closely linked to the performance of such instruments (together, "**Loss Absorption Products**"), are to be targeted in Hong Kong at professional investors (as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) (the "**SFO**") and any subsidiary legislations or rules made under the SFO, "**Professional Investors**") only and are generally not suitable for retail investors in either the primary or secondary markets.

(c) Investors in Hong Kong should not purchase the Securities described in the Listing Particulars in the primary or secondary markets unless they are Professional Investors and understand the risks involved. The Securities described in the Listing Particulars are generally not suitable for retail investors in Hong Kong in either the primary or secondary markets.

(d) Certain of the Managers (as defined herein) and the Issuer are required to comply with COBS and/or the HKMA Circular.

(e) By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from the Issuer and/or any of the Managers, you represent, warrant, agree with and undertake to the Issuer and each of the Managers that:

(i) you are not a retail client in the UK; and

(ii) if you are in Hong Kong, you are a Professional Investor; and

(iii) whether or not you are subject to COBS or the HKMA Circular, you will not (a) sell or offer the Securities (or any beneficial interest therein) to retail clients in the UK to a retail investor in Hong Kong; or (b) communicate (including the distribution of the Listing Particulars) or approve an invitation or inducement to participate in, acquire or underwrite the Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK or any customer in Hong Kong who is not a Professional Investor.

(f) In selling or offering the Securities (or any beneficial interests therein) or making or approving communications relating to the Securities (or any beneficial interests therein), you may not rely on the limited exemptions set out in COBS.

3. The obligations in paragraph 2 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA, the UK or Hong Kong) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), whether or not specifically mentioned in these Listing Particulars, including (without limitation) any requirements under MiFID II, the UK FCA Handbook or the HKMA Circular as to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) for investors in any relevant jurisdiction.

Where you are acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein) from the Issuer and/or any of the Managers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both you and your underlying client.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of the Directive (EU) 2016/97 ("**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the "**UK MiFIR**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

NOTICE TO CANADIAN INVESTORS

These Listing Particulars constitute an "exempt offering document" as defined in and for the purposes of applicable Canadian securities laws. No prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of the Securities. No securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon these Listing Particulars or on the merits of any Securities and any representation to the contrary is an offence.

Canadian investors are advised that this document has been prepared in reliance on section 2 of Ontario Securities Commission Rule 33-509 Exemption from Underwriting Conflicts Disclosure Requirements ("**OSC Rule 33-509**"). Pursuant to section 2 of OSC Rule 33-509, this document is exempt from the requirement that the Issuer and the Managers in the offering provide Canadian investors with certain conflicts of interest disclosure pertaining to "connected issuer" and/or "related issuer" relationships as would otherwise be required pursuant to subsection 2.1(1) National Instrument 33-105 Underwriting Conflicts.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if these Listing Particulars (including any amendment thereto) contain a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal adviser.

The Securities may be sold in Canada only to purchasers, resident in, or subject to the securities laws of Ontario that are purchasing, or deemed to be purchasing, as principal, that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions ("**NI-45-106**") or subsection 73.3(1) of the Securities Act (Ontario) and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations ("**NI 31-103**") and that are not created or used solely to purchase or hold securities as an accredited investor described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106.

The offer and sale of the Securities in Canada is being made on a private placement basis only and is exempt from the requirement that the Issuer prepares and files a prospectus under applicable Canadian securities laws. Any resale of the Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws, which may vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with Canadian prospectus requirements, in a transaction exempt from the prospectus requirements or otherwise under a discretionary exemption from the prospectus requirements granted by the applicable local Canadian securities regulatory authority. These resale restrictions may under certain circumstances apply to resales of the Securities outside of Canada.

The Issuer is not a member institution of the Canada Deposit Insurance Corporation. The liability incurred by the Issuer through the issuance and sale of the Securities is not a deposit. The Issuer is not regulated as a financial institution in Canada.

Upon receipt of these Listing Particulars, each Canadian investor hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the Securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. Par la réception de ce document, chaque investisseur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

The Securities are complex financial instruments

The Securities are complex financial instruments and such instruments may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential investor in the Securities should determine the suitability of such investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in these Listing Particulars;

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

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including where such potential investor's financial activities are principally denominated in a currency other than euro, and the possibility that the entire principal amount of the Securities could be lost, including following the exercise of any bail-in power by the resolution authorities or a Write Down of the Securities;

(iv) understand thoroughly the terms of the Securities, such as the provisions governing Write Down (including, in particular, the Group's CET1 Ratio, as well as under what circumstances the Trigger Event will occur), and be familiar with the behaviour of any relevant indices and financial markets, including the possibility that the Securities may become subject to write down or conversion if the Issuer should become non-viable; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

Cautionary statement regarding forward-looking statements

These Listing Particulars contain certain forward-looking statements with respect to the financial condition, results of operations and business of the Group and certain of the plans and objectives of the Group. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as "aim", "anticipate", "target", "expect", "estimate",

"intend", "plan", "goal", "believe", "may", "could", "will", "seek", "continue", "should", "assume" or other words of similar meaning. Examples of forward-looking statements include, among others, statements regarding the Group's future financial position, capital structure, income growth, loan losses, business strategy, projected costs, capital ratios, estimates of capital expenditures, and plans and objectives for future operations. Because such statements are inherently subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking information. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements. These are set out in "*Risk Factors*" and "*Description of the Issuer*" and other sections of these Listing Particulars.

The Issuer has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of these Listing Particulars, if one or more of the risks or uncertainties materialise, including those identified below or which the Issuer has otherwise identified in these Listing Particulars, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's actual results of operation may vary from those expected, estimated or predicted.

The risks and uncertainties referred to above include:

- the performance of the markets in Ireland and the wider region in which the Issuer operates and the impact of higher inflation and interest rates on customer sentiment;
- changes in political, social, legal or economic conditions in the markets in which the Issuer and its customers operate;
- the direct and indirect consequences of geopolitical developments, including but not limited to those arising from the Israel-Hamas conflict and the Russia-Ukraine war;
- the Issuer's ability to achieve and manage the growth of its business;
- the Issuer's ability to obtain external financing or maintain sufficient capital to fund its existing and future investments and projects;
- the Issuer's ability to realise the benefits it expects from existing and future projects and investments it is undertaking or plans to or may undertake; and
- actions taken by the Issuer's joint venture partners that may not be in accordance with its policies and objectives.

Any forward-looking statements contained in these Listing Particulars speak only as at the date of these Listing Particulars. Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate, after the date of these Listing Particulars, any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

TABLE OF CONTENTS

Page

OVERVIEW OF THE PRINCIPAL FEATURES OF THE SECURITIES

The following overview provides an overview of certain provisions of the conditions of the Securities and is qualified by the more detailed information contained elsewhere in these Listing Particulars. Capitalised terms which are defined in the "Terms and Conditions of the Securities" have the same meaning when used in this overview. References to numbered Conditions are to the conditions of the Securities (the "Conditions") as set out under the "Terms and Conditions of the Securities".

Issuer:	AIB Group plc
Legal Entity Identifier (LEI):	635400AKJBGNS5WNQL34
Trustee:	BNY Mellon Corporate Trustee Services Limited
Principal Paying Agent, Transfer Agent, Agent Bank:	The Bank of New York Mellon, London Branch
Registrar:	The Bank of New York Mellon SA/NV, Dublin Branch
Securities:	€700,000,000 Fixed Rate Reset Additional Tier 1 Perpetual Contingent Temporary Write Down Securities.
Risk factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Securities and the Trust Deed. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Securities and certain risks relating to the structure of the Securities. These are set out in the section entitled "*Risk Factors*".
Status of the Securities:	The Securities will constitute direct, unsecured, unguaranteed and subordinated obligations of the Issuer and rank *pari passu*, without any preference among themselves.
Rights on a Winding-Up:	The rights and claims of Holders in the event of a Winding-Up of the Issuer are described in Conditions 3 and 9. In any Winding-Up, the claims of Holders will rank junior to the claims of Senior Creditors (including holders of Tier 2 Capital instruments), being creditors who are unsubordinated creditors of the Issuer and those whose claims are subordinated other than those who rank *pari passu* with, or junior to, the claims of Holders.
Solvency Condition:	Except in the event of a Winding-Up, all payments in respect of or arising from (including any damages awarded for breach of any obligations under) the Securities (other than payments to the Trustee for its own account under the Trust Deed) are conditional upon the Issuer being solvent at the time of payment by the Issuer and no payments of principal, interest or other amounts shall be due and payable in respect of or arising from the Securities or the Trust Deed (other than payments to the Trustee for its own

	account under the Trust Deed) except to the extent that the Issuer could make such payment and still be solvent immediately thereafter (the "**Solvency Condition**").
No set-off:	As described in Condition 3*(d)*, subject to applicable law, no Holder may exercise or claim or plead any right of set-off, compensation, counterclaim, netting or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Securities or the Trust Deed and each Holder will, by virtue of his holding of any Security (or any beneficial interest therein), be deemed, to the fullest extent permitted under applicable law, to have waived all such rights of set-off, compensation, counterclaim, netting or retention.
Interest:	The Securities will bear interest on their Prevailing Principal Amount: (a) from (and including) the Issue Date to (but excluding) the First Reset Date, at the rate of 6.000 per cent. per annum; and (b) thereafter, at the relevant Reset Rate of Interest (as described in Condition 4). Interest shall be payable semi-annually in arrear on 14 January and 14 July of each year (each an "**Interest Payment Date**"), commencing on 14 July 2025. If paid in full, each payment of interest to but excluding the First Reset Date shall amount to €30 per €1,000 Initial Principal Amount of the Securities.
Optional cancellation of interest:	The Issuer may elect at its sole and full discretion to cancel (in whole or in part) the interest otherwise scheduled to be paid on any date. See Condition 5*(a)* for further information.
Mandatory cancellation of interest:	To the extent required under then prevailing Regulatory Capital Requirements, interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made, if and to the extent that such interest payment otherwise due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable), when aggregated together with any interest payments or other distributions which have been paid or made or which are scheduled to be paid or made during the then current Financial Year on the Securities and all other own funds items of the Issuer (excluding any such interest payments or other distributions which (i) are not required to be made out of Distributable Items or (ii) have already been provided for, by way of deduction, in calculating the amount of

	Distributable Items), in aggregate would exceed the amount of the Distributable Items of the Issuer as at such date. Interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made if and to the extent that the amount of such interest payment otherwise due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable) would cause, when aggregated together with other distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive as amended or replaced), or referred to in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated if the Group is failing to meet any relevant requirement or any buffers relating to such requirements (in each case to the extent then applicable to the Group), the Maximum Distributable Amount then applicable to the Group to be exceeded. "**Maximum Distributable Amount**" means any applicable maximum distributable amount relating to the Group required to be calculated in accordance with Article 141 of the CRD Directive (or any provision of applicable law transposing or implementing Article 141 of the CRD Directive, as amended or replaced) or in accordance with any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated if the Group is failing to meet any applicable requirement or any buffers relating to such requirement. See Conditions 5*(b)* and 5*(c)* for further information. Payments of interest are also subject to the Solvency Condition (see "*Solvency Condition*" above). Following the occurrence of a Trigger Event, the Issuer will also cancel all interest accrued and unpaid up to (but excluding) the Write Down Date (see "*Write Down following a Trigger Event*" below).
Non-cumulative interest:	Any interest payment (or, as the case may be, part thereof) not paid on any scheduled payment date in accordance with the Conditions as described above shall be cancelled, shall not accumulate and will not become due and payable at any time thereafter, whether in a Winding-Up or otherwise. Accordingly, non-payment of any interest (in

	whole or, as the case may be, in part) in accordance with the Conditions as described above will not constitute a default by the Issuer for any purpose (whether under the Securities or otherwise) and the Holders shall have no right thereto whether in a Winding-Up or otherwise. See Condition 5*(f)* for further information.
Write Down following a Trigger Event:	If, at any time, it is determined that a Trigger Event has occurred: (a) the Issuer shall (unless the determination was made by the Relevant Authority) immediately inform the Relevant Authority of the occurrence of the Trigger Event; (b) the Issuer shall, without delay, deliver a Trigger Event Notice to Holders (in accordance with Condition 15), the Trustee, the Registrar and the Principal Paying Agent which notice shall be irrevocable; (c) any accrued and unpaid interest up to (but excluding) the Write Down Date shall be automatically and irrevocably cancelled (whether or not the same has become due for payment); and (d) the then Prevailing Principal Amount of each Security shall be automatically and irrevocably reduced by the Write Down Amount. See Condition 6*(a)* for further information.
Write Up of the Securities at the Discretion of the Issuer:	To the extent permitted in compliance with the Regulatory Capital Requirements and subject to any Maximum Distributable Amount (after taking account of (x) any other relevant distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive, as amended or replaced) or in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated and which are required under prevailing Regulatory Capital Requirements to be taken into account for this purpose and (y) the applicable requirements of Article 21.2(f) of the CRD Supplementing Regulation, as amended or replaced)) not being exceeded thereby, the Issuer shall have full discretion to reinstate any portion of the principal amount of each Security which has been Written Down and which has not previously been Written Up (such portion, the "**Write Up Amount**"), up to a maximum of its Initial Principal Amount, on a *pro rata* basis and without any preference among themselves and

	on a *pro rata* basis with the write up of all Written Down Additional Tier 1 Instruments (if any), provided that the sum of: (a) the aggregate amount of the relevant Write Up on all the Securities on the Write Up Date; (b) the aggregate amount of any other Write Up on the Securities since the Specified Date and prior to the Write Up Date; (c) the aggregate amount of any interest payments paid on the Securities since the Specified Date and which accrued on the basis of a Prevailing Principal Amount which is less than the Initial Principal Amount; (d) the aggregate amount of the increase in principal amount of each Written Down Additional Tier 1 Instrument at the time of the relevant Write Up; (e) the aggregate amount of any other increase in principal amount of each Written Down Additional Tier 1 Instrument since the Specified Date and prior to the time of the relevant Write Up; and (f) the aggregate amount of any interest payments paid on each Loss Absorbing Instrument since the Specified Date and which accrued on the basis of a prevailing principal amount which is less than its initial principal amount, does not exceed the Maximum Write Up Amount. See Condition 6*(d)* for further information.
Maturity:	The Securities are perpetual securities with no fixed redemption date. The Securities may only be redeemed or repurchased by the Issuer in the circumstances below (as more fully described in Condition 7).
Optional redemption:	The Issuer may, in its sole and full discretion but subject to the conditions set out under "*Conditions to redemption, substitution or variation etc.*" below, redeem all (but not some only) of the Securities (i) on any day falling in the period commencing on (and including) 14 July 2031 and ending on (and including) the First Reset Date; or (ii) on any Interest Payment Date thereafter, in each case at their Prevailing Principal Amount together with interest accrued and unpaid thereon (excluding interest that has been cancelled in accordance with the Conditions) from and including the immediately preceding Interest Payment Date to but excluding the date fixed for redemption; or (iii) at any time redeem all (but not some only) of the Securities at their Prevailing Principal Amount (provided it is equal

	to the Initial Principal Amount), together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with the Conditions) to (but excluding) the date fixed for redemption if 75 per cent. or more of the aggregate principal amount of the Securities originally issued has been purchased by the Issuer or by others for the Issuer's account and cancelled.
Redemption, substitution or variation following a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event:	The Issuer may, in its sole and full discretion but subject to the conditions set out under "*Conditions to redemption, substitution or variation etc.*" below, redeem all (but not some only) of the Securities at any time if a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event (each as defined in the Conditions) has occurred and is continuing, in each case, at their Prevailing Principal Amount together with interest accrued and unpaid thereon (excluding interest that has been cancelled in accordance with the Conditions) from and including the immediately preceding Interest Payment Date up to but excluding the date fixed for redemption. If a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event has occurred and is continuing, then the Issuer may, subject to the conditions set out under "*Conditions to redemption, substitution or variation etc.*" but without any requirement for the consent or approval of the Holders, at any time (whether before or following 14 July 2031) either substitute all (but not some only) of the Securities for, or vary the terms of the Securities so that they remain or, as appropriate, become Compliant Securities.
Conditions to redemption, substitution or variation etc.:	The Securities may only be redeemed, purchased, substituted or modified (as applicable) pursuant to Condition 7 or 12, as the case may be, if: (a) the Issuer has obtained prior Supervisory Permission therefor and such Supervisory Permission has not been revoked by the relevant date of such redemption, substitution, variation or purchase; (b) in the case of redemption or purchase of any Securities, either: (A) the Issuer has (or will, on or before the relevant redemption or purchase, have) replaced the Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or, save in the case of Condition 7*(b)(v)(A)*, (B) the Issuer has demonstrated to the satisfaction of the Relevant Authority that the own funds and eligible liabilities of the Group would, following such

redemption or purchase, exceed its applicable minimum capital and eligible liabilities requirements (including any applicable buffer requirements) by a margin that the Relevant Authority considers necessary at such time;

(c) in the case of any redemption of the Securities prior to the fifth anniversary of the Issue Date upon the occurrence of a Tax Event, the Issuer has demonstrated to the satisfaction of the Relevant Authority that the change in tax treatment is material and was not reasonably foreseeable as at the Reference Date;

(d) in the case of any redemption of the Securities prior to the fifth anniversary of the Reference Date upon the occurrence of a Capital Disqualification Event, the Issuer has demonstrated to the satisfaction of the Relevant Authority that the relevant change in the regulatory classification of the Securities was not reasonably foreseeable as at the Reference Date;

(e) in the case of any redemption or purchase of the Securities prior to the fifth anniversary of the Reference Date pursuant to Condition 7(*g*) or Condition 7(*i*), respectively, either (A) the Issuer has (or will, on or before the relevant purchase or redemption date, have) replaced the Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer, and the Relevant Authority has permitted such action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances or (B) in the case of such a purchase pursuant to Condition 7(*i*), the relevant Securities are being purchased for market-making purposes in accordance with applicable Regulatory Capital Requirements; and

(f) in the case of redemption of the Securities pursuant to Condition 7*(c)*, the Prevailing Principal Amount of each Security is equal to its Initial Principal Amount.

Any refusal by the Relevant Authority to give its Supervisory Permission as contemplated above (or, having given it, any revocation by the Relevant Authority of such Supervisory Permission) shall not constitute a default for any purpose.

Notwithstanding the above conditions, if at the time of any redemption, substitution, variation or purchase, the

	prevailing Regulatory Capital Requirements permit the redemption, substitution, variation or purchase only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall, in the alternative or in addition to the foregoing (as required by the prevailing Regulatory Capital Requirements), comply with such other and/or, as appropriate, additional pre-condition(s) In addition, if the Issuer has elected to redeem, substitute or vary the terms of the Securities, or if the Issuer (or any other person for the Issuer's account) has entered into an agreement to purchase any Securities and (i) (in the case of a redemption or purchase) the Solvency Condition is not satisfied in respect of the relevant payment on the date scheduled for redemption or purchase, or (ii) prior to the redemption, purchase, substitution or variation of the Securities, a Trigger Event occurs, then the relevant redemption, substitution or variation notice, or, as the case may be, the relevant purchase agreement shall be automatically rescinded and shall be of no force and effect.
Purchase of the Securities:	The Issuer or any of its subsidiaries may, subject to Condition 7*(b)*, in those circumstances permitted by Regulatory Capital Requirements, purchase (or otherwise acquire) or procure others to purchase (or otherwise acquire) beneficially for its account, Securities in any manner and at any price. The Issuer or any agent on its behalf shall have the right, subject to Condition 7*(b)*, to purchase Securities for market making purposes provided that the total principal amount of the Securities so purchased does not exceed the limits prescribed by applicable Regulatory Capital Requirements from time to time.
Withholding tax and Additional Amounts:	Subject always to Conditions 3*(b)*, 5, 6 and 7(*b*), all payments of principal and/or interest and any other amounts by or on behalf of the Issuer in respect of the Securities shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Relevant Jurisdiction, unless such withholding or deduction is required by law. In that event, the Issuer shall account to the relevant authorities for the amount required to be withheld or deducted and will in respect of payments of interest (but not principal or any other amount) (subject as aforesaid and to certain limitations and exceptions), pay such additional amounts ("**Additional Amounts**") as will result in receipt by the

	Holders of such amounts as would have been received by them had no such withholding or deduction been required. Notwithstanding any other provisions of the Conditions, any amounts to be paid on the Securities by or on behalf of the Issuer shall be made net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code (as defined in the Conditions), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.
Enforcement:	If the Issuer has not made payment of any amount in respect of the Securities for a period of seven days or more after the date on which such payment is due, the Issuer shall be deemed to be in default under the Trust Deed and the Securities and the Trustee, in its discretion, may institute proceedings for the winding-up of the Issuer. The Trustee may prove and/or claim in any Winding-Up of the Issuer (whether or not instituted by the Trustee) and shall have such claim as is set out in Condition 3*(c)*. The Trustee may, at its discretion and without notice, institute such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Trust Deed or the Securities (other than, save as provided in Condition 14, any payment obligation), provided that in no event shall the Issuer, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been due and payable by it pursuant to the Conditions and the Trust Deed. No Holder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up of the Issuer or prove or claim in any Winding-Up unless the Trustee, having become so bound to proceed or to prove or claim in such Winding-Up, fails or is unable to do so within 60 days and such failure or inability shall be continuing. See Condition 9 for further information.

Modification:	The Trust Deed will contain provisions for convening meetings of Holders to consider any matter affecting their interests, pursuant to which defined majorities of the Holders may consent to the modification or abrogation of any of the Conditions or any of the provisions of the Trust Deed, and any such modification or abrogation shall be binding on all Holders. Subject to the Issuer having obtained any requisite Supervisory Permission therefor from the Relevant Authority, the Trustee may agree, without the consent of the Holders, to (i) any modification of the Conditions or of any other provisions of the Trust Deed or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Trustee, proven, and (ii) any other modification to (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach of any of the Conditions or of the provisions of the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders. Any such modification, waiver, authorisation or determination shall be binding on the Holders and any such modification shall be notified by the Issuer to the Holders in accordance with Condition 15 as soon as practicable thereafter.
Use of proceeds:	The net proceeds of the issue of the Securities will be used by the Issuer for general corporate purposes and to further strengthen, and optimise, the capital base of the Group.
Form:	The Securities will be issued in registered form. The Securities will be initially represented by a Global Certificate which is registered in the name of a nominee of a common depositary for the Clearing Systems.
Denomination:	€200,000 and integral multiples of €1,000 in excess thereof.
Clearing systems:	Euroclear and Clearstream, Luxembourg.
Listing:	Application has been made to Euronext Dublin for the Securities to be admitted to trading on the GEM and to be listed on the Official List.
Governing law:	The Securities and the Trust Deed, and any non-contractual obligations arising out of or in connection with the Securities or the Trust Deed, will be governed by, and construed in accordance with, the laws of Ireland.
Submission to jurisdiction:	The Issuer will, in the Trust Deed, irrevocably agree for the benefit of the Trustee and the Holders that the courts of Ireland are to have jurisdiction to settle any disputes which

	may arise out of or in connection with the Trust Deed or the Securities (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed or the Securities). The Securities will be subject to Irish Statutory Loss Absorption Powers, as described in Condition 18*(c)*.
Rating:	The Securities are expected to be rated Ba1 by Moody's, which is a credit rating agency established in the UK and registered under the UK CRA Regulation, and BB- by S&P, which is a credit rating agency established in the EU and registered under the EU CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning credit rating agency.
Selling Restrictions:	There are certain restrictions on offers, sales and deliveries of Securities and on the distribution of offering materials in the United States, the EEA, the UK, Ireland, Italy, Canada, Hong Kong, Japan and Singapore (see the section entitled "*Subscription and Sale*").
ISIN:	XS2959514519
Common Code:	295951451

RISK FACTORS

Investing in the Securities involves certain risks. If any of the risks described below materialise, the Group's business, financial condition and results of operations could suffer, and the trading price and liquidity of the Securities could decline, in which case an investor may lose some or all of the value of its investment. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Securities, but it may be unable to pay interest, principal or other amounts on or in connection with the Securities for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate and the Issuer does not represent that the statements below regarding the risks of holding the Securities are exhaustive.

Capitalised terms which are defined in "Terms and Conditions of the Securities" below or elsewhere in these Listing Particulars have the same meaning when used in these risk factors.

Macroeconomic and Geopolitical Risks

1 *The Group's financial performance could be impacted by the ripple effects of geopolitical developments, particularly in the Middle East and Ukraine, and from policy changes brought about by the outcome of a number of national elections.*

Geopolitical developments, in particular related to the conflict in the Middle East and the war in Ukraine, could give rise to significant market volatility and have an adverse impact on global economic activity. These risks have been heightened following the outcome of a number of national elections which took place in 2024. As a result, uncertainty regarding the world economic outlook is likely to remain elevated in the short to medium term. The confluence of heightened geopolitical risks and rising policy uncertainty could lead to broader macroeconomic impacts given vulnerabilities arising from elevated asset valuations, sovereign debt fragilities and growing credit risk concerns for some household and corporate sectors in some countries (see Risk Factor 2 "*The Group's business may be adversely affected by any deterioration in Irish, UK or global economic conditions*").

An escalation of the conflict in the Middle East could drive up global energy prices, given that the region accounts for 30 per cent. of global oil production. Supply chain issues arising from attacks in the Red Sea, that have disrupted shipping through the Suez Canal, and the war in Ukraine, could generate renewed spikes in the prices of a broad range of commodities. Moreover, if underlying inflation proves more persistent than expected, central banks may delay the normalisation of monetary policy thereby weakening business and consumer confidence which could precipitate a re-pricing of assets by markets and a tightening of financial conditions. The resulting volatility and higher risk premia, coupled with adverse geopolitical developments, risks precipitating a recession in parts of the global economy.

The Group closely monitors the situation in the Middle East and Ukraine, given the potential impacts they may have on the Group's business, although the Group has negligible direct credit exposure to the affected geographic areas. Risk assessments of the impacts on the Group has identified the key risks as being the implementation of complex sanctions regimes in the Group's operations, the potential for an increase in cyberattacks and financial and market risks arising from volatility in asset values, interest rates or foreign exchange markets.

In addition, the growing popularity of anti-EU and anti-establishment political parties, as well as a rise in separatist and protectionist sentiment across the EU, may also give rise to further political instability and uncertainty.

Furthermore, trade tensions remain high, particularly between the United States and China. There is a risk that the results of the US presidential and congressional elections could exacerbate trade tensions more generally and could prompt a further shift away from globalisation. A greater focus on more secure local supply chains or "friend-shoring", could give rise to geo-economic fragmentation emerging as a risk in the medium-term. As Ireland is a highly open economy, with exports and imports comprising a very large proportion of gross domestic product ("**GDP**"), economic activity could be adversely affected, with knock-on effects on the Group's financial performance and profitability.

These geopolitical developments as well as any further developments may adversely affect global economic growth, heighten trading tensions and disrupt markets, which could in turn have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

2 ***The Group's business may be adversely affected by any deterioration in Irish, UK or global economic conditions***

The Group's business activities are almost entirely based in the Irish and UK markets. A deterioration in the performance of the Irish, UK, EU or other relevant economies could affect adversely the Group's overall financial condition and performance. This could result in reductions in business activity, lower demand for the Group's products and services, reduced availability of credit, increased funding costs, decreased asset values in areas such as property prices and an increased risk of loan defaults.

In relation to residential property, the Central Bank of Ireland (the "**Central Bank**") reviewed its mortgage measures framework and decided that "targeted changes were appropriate" which entail, *inter alia,* restricting the maximum loan amount for first-time borrowers to 4 times gross annual income (3.5 times gross income for second/subsequent buyers) and raising the loan to value ratio for second time and subsequent buyers from 80 per cent. to 90 per cent. Although the European Central Bank ("**ECB**") has continued on its path of monetary loosening in the second half of 2024, it is likely to remain cautious about the pace of further policy easing given the uncertainty regarding the inflation outlook. Their goal is to set interest rates at a level that will help achieve a 2 per cent. inflation target in the medium term. As a result, Irish mortgaged households in aggregate will continue to experience relatively higher mortgage repayment burdens compared to recent years due to a combination of higher market interest rates and changes in the loan to income rules. These developments could result in higher rates of mortgage arrears by some of the Group's customers.

Ireland is a small open economy which could be adversely affected by a deterioration in global economic conditions. Continued inflationary pressures, for example, as a result of supply chain disruptions or a further energy price shock, combined with a slowdown in economic growth in the UK or other key global markets, could act as a strong headwind to domestic economic activity. Moreover, current negotiations in relation to reforming international corporate taxation policy, such as the OECD Base Erosion and Profit Shifting (BEPS) initiative (that were adopted by the Irish and British parliaments in 2023) and potential future United States government corporate tax measures, could result in the loss of foreign direct investment in Ireland. This could result in reduced economic activity, including lower employment, decreased tax revenue, slower growth in new lending, and declining portfolio quality for Irish banks including the Group (see Risk Factor 3 "*The Group may be adversely affected by the budgetary and taxation policies of the Irish, UK and other governments through changes in taxation law and policy*"). No assurance can be given that the Irish economy or the Group's business, financial condition, operating results and prospects would remain immune to any such external adverse developments.

The commercial real estate market has exhibited weakness in recent years with capital values at end-2023 having fallen almost a quarter from its last peak in 2019. The financial sector and the wider economy can be adversely impacted by precipitous declines in collateral values along with higher non-performing loans, lower wealth and a reversal of public sentiment. With the growing importance of institutional investors and non-bank

financial intermediaries from abroad as a source of funding, this leaves the commercial real estate market more sensitive to global economic and financial developments, which could amplify the pace of commercial real estate price declines in the event of a downturn.

Since Brexit, there has been a significant fall-off in trade between the EU and UK, which has had a negative effect on the British economy. In the medium-to long-term, the negative impact on trade flows, migration and productivity are likely to have implications on output in both of the Group's core markets of Ireland and the UK. The Office for Budget Responsibility projects a 4 per cent. reduction in the UK's GDP over a 10-year period due to the UK's withdrawal from the EU. This decrease in economic growth is partially attributed to trade frictions and supply chain disruptions, as well as persistent inflationary pressures. The Windsor Framework, which came into effect on 1 October 2023, replaces the Northern Ireland Protocol with the wider goal of reducing UK-EU trade friction and reducing policy uncertainty. However, there can be no assurance that it will be effective in doing so, and if it does not, the Group's operations could be adversely affected. The change of government following the recent UK general election will bring a reset of EU-UK relations, and is likely to foster enhanced co-operation particularly on economic matters which will help to mitigate this risk.

A deterioration in the economic and market conditions in which the Group operates could negatively impact the Group's income, lead to higher expected credit losses and put additional pressure on the Group to more aggressively manage its cost base. This could have negative consequences for the Group to the extent that strategic investments are de-scoped or de-prioritised and could increase operational risk. Market conditions are also impacted by the competitive environment in which the Group operates.

3 *The Group may be adversely affected by the budgetary and taxation policies of the Irish, UK and other governments through changes in taxation law and policy*

Changes in taxation policy and other tax measures adopted by the Irish or UK Governments, or by international organisations such as the EU, may have an adverse impact on the Group, on economic activity generally, or on borrowers' ability to repay their loans which may have a material adverse effect on the Group's business, results of operations, financial condition and prospects. For example, the financial performance of the Group may be adversely affected by taxation measures introduced by the Irish Government, such as a change in the current Irish corporation tax rate of 12.5 per cent. The Irish Finance (No. 2) Act 2023 introduced an increase in the bank levy for 2024. As a result, the levy payable by the Group increased from €37 million in 2023 to €94 million in 2024. The Finance Act 2024 further extends this levy to 2025. The amount payable in 2025 is €94 million.

In December 2021, the OECD published model rules for a global minimum effective corporation tax rate of 15 per cent. ("**Pillar Two**"), and in December 2022 the EU Commission adopted a directive setting out how Pillar Two should be applied within the EU (the "**Minimum Tax Directive**"). Finance (No.2) Act 2023 of Ireland implemented the Minimum Tax Directive in Ireland. The rules aim to ensure that large groups (with a turnover of €750 million or more in at least two of the last four years) incur a minimum effective corporation tax rate of 15 per cent. on a jurisdiction-by-jurisdiction basis. The implementation of the 15 per cent. minimum effective tax rate applies to periods commencing on or after 31 December 2023. The Group's assessment indicates that it will not have a material additional tax expense under Pillar Two in the near term. Pillar Two may lead to an increase in the Group's effective tax rate in future years.

International initiatives in recent years could have impacts on economic activity generally. For example, Pillar Two and the various international initiatives in relation to the taxation of the digital economy could have a significant impact on a number of companies with a large presence in Ireland. These and any other similar actions could result in companies relocating from Ireland or deciding to invest in other jurisdictions, which could have an adverse impact on the Irish economy and, as a result, on the Group's business.

Changes in tax legislation or the interpretation of such legislation, regulatory requirements, accounting standards or practices of relevant authorities could also adversely affect the basis for recognition of the value of deferred tax assets. In the UK, for instance, legislation was introduced in 2015 and 2016 to restrict the proportion of a bank's taxable profit that can be offset by certain carried forward losses to 50 per cent. and 25 per cent. respectively. If similar legislation were to be introduced in Ireland, this could have a further adverse impact on the value of the Group's deferred tax assets, which could adversely affect the Group's business, results of operations, financial condition and prospects. Amendments to IAS 12 Income Taxes have been adopted, introducing a mandatory temporary exception to the usual requirement for accounting for deferred tax, specifically regarding taxes arising under Pillar Two. For so long as this temporary exception remains applicable, Pillar Two will have no impact on the value of the Group's deferred tax assets. As at 30 June 2024, the Group had €2,496 million of net deferred tax assets on its statement of financial position, substantially all of which related to unused tax losses.

Risks Related to Business

4 ***The Group has a material level of criticised loans and non-performing exposures on its statement of financial position and there can be no assurance that it will continue to be successful in reducing the level of these loans. The management of criticised loans and non-performing exposures also gives rise to risks, including the vulnerability to challenge by customers and/or third parties, re-default, changes in the regulatory regime, further losses, costs and the diversion of management attention and other resources from the Group's business***

The Group has a material level of criticised loans and non-performing exposures ("**NPEs**"), which are defined as loans requiring additional management attention over and above that normally required for the loan type. Criticised loans are accounts of lower quality and include "criticised watch" and "criticised recovery", and NPEs are accounts which have defaulted.

As at 30 June 2024, total criticised loans amounted to €2.9 billion, of which €1.9 billion were "criticised watch" and €1.0 billion were "criticised recovery" (31 December 2023: €3.2 billion, of which €2.4 billion were "criticised watch" and €0.8 billion were "criticised recovery"). The criticised watch portfolio decreased by €0.5 billion, however there was a slight increase of €0.2 billion in the criticised recovery portfolio. In addition, as at June 2024, the Group had a further €2.2 billion in NPEs on its balance sheet representing 3.2 per cent. of total gross loans to customers, compared to €2.0 billion as at 31 December 2023 (2.96 per cent. of total gross loans to customers). The Group achieved its 3 per cent. target for NPE's as a per cent. of total gross loans to customers for 2023.

The credit quality of the total portfolio has remained relatively stable in the half-year to 30 June 2024 with Stage 1 loans at 85 per cent., Stage 2 loans at 12 per cent. and Stage 3 loans at 3 per cent. (31 December 2023: 86 per cent., 11 per cent. and 3 per cent. respectively). Stage 1 loans have increased by €0.8 billion due to new lending; Stage 2 loans have also increased by €0.8 billion to €8.5 billion (31 December 2023: €7.7 billion). The increase in Stage 2 primarily reflects a post model adjustment to transfer €0.7 billion of Stage 1 exposures to Stage 2 pending deployment of the recalibrated grading models for the retail banking non-mortgage portfolios in the second half of 2024. The recalibration reflects an improvement in how the Group measures the risk in the portfolio as opposed to any deterioration in customer asset quality.

Despite a €0.2 billion increase in NPE's in the half-year to 30 June 2024 further NPE reduction continues to remain a priority of the Group given the impact of holding NPEs has on the Group's costs, capital requirements and balance sheet resilience. NPEs are defined by the EBA to include material exposures which are more than 90 days past due and/or exposures in respect of which the debtor is assessed as unlikely to pay its credit

obligations in full without realisation of collateral, regardless of the existence of any past due amount or the number of days the exposure is past due.

The Group has been proactive in managing its criticised loans and NPEs, in particular through restructuring activities and the Mortgage Arrears Resolution Process that was introduced in order to comply with the Central Bank's Code of Conduct on Mortgage Arrears. The management of criticised loans and NPEs also gives rise to risks, including the protracted resolution of NPEs, increased levels of re-default, and the diversion of management attention and other resources from the business. Any of the foregoing risks could have a material adverse effect on the Group's business, financial condition and results of operations.

While the Group has made significant progress in reducing the level of NPEs to 3.2 per cent. of gross loans to customers as at 30 June 2024, the impact of the volatility in economic conditions will continue to be closely monitored throughout the final quarter of 2024 and beyond. The current macroeconomic outlook is for a slight improvement in conditions due to easing inflation and reductions in interest rates. This should support economic activity in the short term, although challenges remain. As a result, there can be no assurance that the Group will continue to be successful in reducing the level of its criticised loans and NPEs.

5 ***The Group is subject to credit risks in respect of customers and counterparties, including risks arising due to concentration of exposures across its loan book, and any failure to manage these risks effectively could have a material adverse effect on its business, financial condition, results of operations and prospects***

Risks arising from changes in credit quality and the recoverability of loans and other amounts due from customers and counterparties are inherent in a wide range of the Group's businesses. In addition to the credit exposures arising from loans to individuals, small and medium size enterprises ("**SMEs**") and corporates, the Group also has exposure to credit risk arising from loans to financial institutions, its trading portfolio, investment securities, derivatives and from off-balance sheet guarantees and commitments including potential obligations due to membership of AIB under certain card schemes. Due to the nature of its business, the Group has extensive exposure to the Irish property market, both because of its mortgage lending activities and its property and construction loan book. Accordingly, any development that adversely affects the Irish property market could have a significant impact on the Group.

As at 30 June 2024, based on geographic concentration of gross loans and advances to customers, 81 per cent. of the Group's loans and advances to customers were in the Republic of Ireland, 12 per cent. in the UK and 7 per cent. in other jurisdictions. Also, as at 30 June 2024, residential mortgages represented 52 per cent. of gross loans (i.e., loans comprising of all capital outstanding and interest accrued prior to the deduction of impairment charges) and advances to customers.

The Group's monitoring of its loan portfolio is dependent on the effectiveness, and efficient operation, of its processes including credit grading and scoring systems and there is a risk that these systems and processes may not be effective in evaluating credit quality. If the Group is unable to manage its credit risk effectively, its business, results of operations, financial condition and prospects could be materially adversely affected.

The Group disclosed a €63 million net credit impairment charge on loans and advances to customers in the half-year to 30 June 2024. The €63 million net credit impairment charge comprised a net remeasurement of expected credit loss ("**ECL**") allowance charge of €77 million and recoveries of amounts previously written-off of €14 million.

The key drivers of the net remeasurement of ECL allowance charge of €77 million consist of the following components and activity:

- an ECL charge of €160 million occurred due to underlying credit management activity and a slight deterioration in credit parameters which reflects the manifestation of risks for which post model adjustments were in place;
- the impact of model and overlay changes resulted in a writeback of €48 million. The reduction primarily reflects the partial unwind of certain post model adjustments as risks are captured in the modelled outcome; and
- within the IFRS 9 models, €35 million ECL writeback has been observed due to macroeconomic factors. This writeback reflects a reduction in the severe scenario weighting (10 per cent. to 5 per cent.) as the macroeconomic scenarios have been updated to reflect a slight improvement in the economic backdrop due to easing inflation and expected cuts to interest rates to support economic activity in the short term.

Asset quality remains a priority as the Group continues to carefully manage the loan portfolio. The Group continues to believe that the ECLs reflect a comprehensive approach in assessing the credit environment, ensuring the level of ECL stock remains conservatively appropriate.

6 ***Loan-to-value ("LTV") and Loan-to-income ("LTI") related regulatory restrictions on residential mortgage lending may restrict the Group's mortgage lending activities and balance sheet growth generally***

In 2015, the Central Bank imposed residential mortgage restrictions on Irish residential mortgage lending, under the LTV/LTI Regulations, which include LTV rules which set a minimum deposit requirement for the purchase of property, and LTI rules which set a maximum residential mortgage value which could be borrowed, measured against the borrower's gross salary. Specific LTV and LTI limits were introduced for purchasers of their principal dwelling home including separate rules for first-time buyers, as well as those purchasing Buy-to-Let properties. These macro-prudential measures are subject to annual review by the Central Bank. The Group was compliant across all LTV and LTI regulatory limits in 2023. Following the Central Bank's release of the Mortgage Measures Framework Review, some significant changes came into effect on 1 January 2023, including an increase in borrowing limits to four times LTI for first time buyers and to 90 per cent. LTV for second time and subsequent buyers.

While uptake was initially slow with first time buyers, following a recent 5 per cent. decrease in the net disposable income limit (effective May 2023), there has been a gradual increase in interest. From the outset, uptake has continued to be strong with second time buyers across the Group.

The Group's risk appetite has continued to evolve. Despite larger repayments due to higher interest rates in recent years, asset quality deterioration remains limited. The recent rate reductions introduced by the ECB has also provided comfort about the quality of the mortgage book with further reductions expected in coming months. The Group will ensure regulatory compliance with Central Bank macro-prudential limits, by prioritising consistent and fair customer outcomes over maximising the usage of these limits.

The Group needs to ensure that it dedicates sufficient resources, and has the necessary procedures and controls in place, to ensure that the exception levels permitted under the regulations are monitored and not breached. These restrictions may adversely affect the level of new mortgage lending the Group can undertake and the costs of administering its residential mortgage lending, and hence may have a material adverse effect on its business, results of operations, financial condition and prospects.

7 ***Capital implications of minimum coverage levels on long term NPE exposures due to ECB guidance may continue to negatively impact the Group's financial condition***

The ECB published guidance to banks on NPEs in March 2017. The ECB's objective in issuing the guidance was to drive strategic and operational focus on the reduction of NPEs, together with further harmonisation and common definitions of NPEs and forbearance measures. The ECB published the "Addendum to the ECB Guidance to banks on non-performing exposures: supervisory expectations for prudential provisioning of non-performing exposures" in March 2018, which proposed the phasing in of stricter provisioning or capital guidance in any future Group Supervisory Review and Evaluation Process ("**SREP**") if the Group does not continue to execute its NPEs deleveraging strategy. On 4 April 2019, the European Council adopted a "prudential backstop" for NPEs complementing the existing prudential rules (which was subsequently revised in August 2019). The purpose of this requirement is to ensure sufficient coverage for NPEs which could require the Group to have higher provision coverage for NPEs in the future or make a deduction from own funds. Given the quantum of NPEs currently on the Group's balance sheet this could have a material impact on the financial condition or results of operations. As a result of the SREP guidance, the Group incurred a €71 million CET1 deduction at 30 June 2024 (31 December 2023: €77 million) which reflects the difference between the SREP recommended minimum coverage levels on long term NPE exposures and the International Financial Reporting Standard ("**IFRS**") 9 ECL NPE cover. Continued delivery of the Group's NPE strategy is key to minimising the impact on capital for 2025.

8 ***The Group is subject to credit risks arising due to the impact of climate change on the Group's customers such as extreme weather events and the transition to a low carbon economy***

Climate risk refers to the potential negative impacts on the Group as a result of climate change. This includes risks posed by direct exposure to climate change and indirect exposure through customers and suppliers. This also includes the impact that the Group and its customers and suppliers have on the climate. Environmental risk refers to the potential negative impact of the activities or actions of the Group, its customers or suppliers, directly or indirectly to the naturally occurring living and non-living components of the earth (i.e., the biophysical environment) together with the potential negative impact on the Group, its customers or suppliers as a result of changes to factors in the biophysical environment upon which they are directly or indirectly dependent.

By increasing the incidence of extreme and unseasonal weather conditions, climate risk may impact the Issuer via damage to collateral held as security or a reduction in the desirability of collateral held, which reduces its value. A transition to a low carbon economy may impact the Issuer through increased costs on household borrowers as a result of either retrofitting to renewable energy sources or through carbon taxes impacting energy costs which reduce their repayment capacity. The Group's commercial portfolio may also be impacted by climate and environmental risk, which varies per sector. The extent of such risks depends upon supply chains together with transition risk as we move to a low carbon economy (related to carbon intensity of businesses and their supply chains).

In December 2023, the Group approved a formal Climate and Environmental Risk Framework and Policy. The framework defines how the Group identifies, assesses, mitigates, measures and reports on climate and environmental risk. A dedicated climate and environmental risk team within the Risk Group has been established to provide oversight, embed the framework and support integration across the Group. Climate and environmental risk appetite is managed in line with the Group's risk appetite policy. Articulation of the Group's climate and environment risk appetite and tolerance is expressed through qualitative statements about the nature and type of risk that the Group is willing to accept and quantitative limits and thresholds that define the range of acceptable risk. Due to the broad nature of climate and environmental risk, and its impact on other material risks, climate risk management is considered and incorporated within all relevant risk frameworks, policies and processes.

Given the evolving nature of climate risks, an agile risk management approach has been adopted. The Group has committed to continued learning and development associated with environmental risks.

The Group currently has limited exposure to what would be considered "carbon intensive sectors" within the exploration and extraction sectors; however, the impact of climate and environmental risk on the Group's overall portfolio continues to be closely monitored and garners elevated prominence within the Group. Future impacts could have a material adverse effect on the Group's financial condition or results of operations.

9 ***The Group may have insufficient capital to meet increased minimum regulatory requirements or to support its business, which could negatively impact its business, results of operations, financial condition or prospects***

The Group aims at all times to comply with all regulatory capital requirements and to ensure that it has sufficient capital to cover the current and future risk inherent in its business and to support its future development. Failure to maintain adequate levels of capital and meet minimum regulatory requirements may threaten the viability of the Group and may trigger actions by management under management's recovery plan for the purposes of the Banking Recovery and Resolution Directive (Directive 2014/59/EU as amended by way of Directive (EU) 2019/879 ("**BRRD II**") (as so amended, the "**BRRD**")) or the resolution authority (under relevant provisions of the BRRD) to restore the Group to viability which may impact the Group's operations and/or results from financial operations. A lack of sufficient capital to conduct its business activities or meet its minimum capital requirements could ultimately lead to the resolution and/or insolvency of the Group.

The Group is subject to minimum capital requirements as set out in Capital Requirements Directive IV (Directive 2013/36/EU) ("**CRD IV**"), the Capital Requirements Directive V (Directive (EU) 2019/878) ("**CRD V**"), which includes amendments to CRD IV (as so amended, "**CRD**"), and implemented under the Single Supervisory Mechanism ("**SSM**"). AIB's minimum capital requirement is currently set at 16.03 per cent. at 31 December 2024, comprising a Pillar 1 requirement of 8.00 per cent., Pillar 2 requirement of 2.60 per cent. (of which 1.46 per cent. must be held in Common Equity Tier 1 ("**CET1**")), a Capital Conservation Buffer of 2.50 per cent., an Other Systemically Important Institutions ("**O-SII**") buffer of 1.50 per cent. and a Countercyclical Capital Buffer ("**CCyB**") of 1.43 per cent., which is comprised of ROI CCyB of 1.03 per cent., UK CCyB of 0.34 per cent. and other CCyB of 0.06 per cent. (see the table below).

Table: Regulatory Capital Requirements

This table sets out capital requirements as at December 2024

Capital requirements	**December 2024**
Pillar 1	8.00%
Pillar 2 Requirement (P2R)	2.60%
Capital Conservation Buffer	2.50%
O-SII Buffer	1.50%
CCyB	1.43%
Total Capital Requirement	**16.03%**

As a result of these and other regulatory requirements, banks in the EU have been, and could continue to be, required to increase the quantity and the quality of their regulatory capital. Regulators in other jurisdictions may in future increase CCyB or other buffer requirements on banks, such as a systemic risk buffer.

Given this regulatory context and the levels of uncertainty in the current economic environment, there is a possibility that the economic output over the Group's capital planning period may be materially worse than expected and/or that losses on the Group's credit portfolio may be above forecast levels. Were such losses to be significantly greater than currently forecast, or capital requirements for other material risks, such as operating or financial risks, to increase significantly, there is a risk that the Group's capital position could be eroded to the extent that it would have insufficient capital to meet all or some of its regulatory requirements and expectations and to support the current and future risk inherent in its business and its future development.

In addition to the minimum capital requirements as set out in CRD, the Group's capital position may also be impacted by other regulatory processes, such as the redevelopment of internal ratings based ("**IRB**") models and calendar provisioning which is a SREP recommendation to ensure minimum coverage levels on long term NPEs. The difference between the SREP recommended coverage levels and the IFRS 9 ECL coverage was taken as a CET1 deduction of €78 million as at 30 June 2024.

10 ***Constraints on the Group's access to liquidity and funding, including a loss of confidence by depositors or curtailed access to wholesale funding markets, may result in the Group being required to seek alternative sources of funding markets and/or may result in the Group not being able to meet its obligations as they fall due without incurring unacceptable costs and being required to seek alternative sources of funding***

Financial, macroeconomic and geopolitical volatility are key risk drivers, as a negative macroeconomic environment can lead to market instability and increased liquidity and funding risk. Consequently, the Group's ability to monetise assets (marketable and non-marketable assets) without incurring a loss could be compromised amid the market volatility that would exist against such a backdrop.

The Group could be negatively affected by actual or perceived deterioration in the soundness of other financial institutions and counterparties. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, industry payment systems, clearing houses, banks, securities firms and exchanges with whom the Group interacts on a daily basis. This could impact the Group's ability to meet its intraday liquidity requirements as the failure of a market participant to meet its payment, clearing, and settlement obligations can have a material impact on connected counterparties, and ultimately lead to systemic disruption.

Conditions may arise which would constrain liquidity or funding opportunities for the Group on commercially practicable terms over the longer term. Currently, the Group funds its lending activities primarily from customer accounts. Consequently, a loss of confidence by depositors in the overall banking system, the Group, the Irish banking industry or the Irish economy, could ultimately lead to a reduction in the availability and/or increase in the cost of funding or liquidity resources. This could impact the Group's ability to have the necessary resources in place to fund net outflows in the major currencies in which it operates which in turn would put added pressure on cross currency funding.

The Group's funding ratios remain above regulatory minimums (as at 30 June 2024, the liquidity coverage ratio was 204 per cent. and the net stable funding ratio was 163 per cent.). In addition, the Group's loan to deposit ratio was 63 per cent. as at 30 June 2024.

Concerns around inflation, a slowdown in economic growth, expectations around further tightening of monetary policy, debt sustainability and sovereign downgrades in the Eurozone could impact the Group's deposit base and could impede access to wholesale funding markets, adversely impacting the ability of the Group to issue debt securities or regulatory capital instruments to the market. Furthermore, execution risk in respect of the Group's MREL issuance plan may arise in light of unexpected market volatility. The Group's plans for MREL issuance continue to be reviewed to align to the regulatory requirements regarding the BRRD.

In March 2024, the Single Resolution Board ("**SRB**") determined the MREL for the Group on a consolidated basis at the level of its resolution group as 24.60 per cent. of total risk exposure amount ("**TREA**") and 7.60 per cent. of Leverage Ratio Exposure ("**LRE**"), applicable as of 1 January 2024. This requirement, including the combined buffer, is 30.0 per cent. As at 30 June 2024, the Group had an actual MREL ratio of 33.2 per cent. of TREA, which is in excess of its 1 January 2024 binding target (the Group's current MREL ratio based on LRE of 14.4 per cent. is also in excess of the Group's 1 January 2024 requirement).

Like all major financial institutions, the Group is also dependent on the short- and long-term wholesale funding markets for liquidity. A stable and sustainable customer deposit base has allowed the Group to reduce its wholesale funding requirements over the last several years. This, in turn, has facilitated an increase in the Group's unencumbered assets. The Group recognises the restrictions on the transfer of liquidity between jurisdictions and separately monitors asset encumbrance by jurisdiction. The Group has also identified certain management and mitigating actions which could be considered on the occurrence of a liquidity stress event. However, in the unlikely event that the Group exhausted these sources of liquidity it would be necessary to seek alternative sources of funding from monetary authorities.

Financial institutions are still at an early stage in the use of big data, machine learning, artificial intelligence and blockchain technology. There is a risk that developments in the financial technology ("**FinTech**") space and Open Banking could create increased competition for new business and could challenge the Group's ability to retain existing customers. This could impact the Group's ability to maintain pace in its digital services offering to customers and could ultimately lead to a reduction in the availability and/or increase in the cost of funding or liquidity resources.

Unexpected events such as the conflicts in the Middle East and the war in Ukraine could lead to a material decline in global economic growth. This could lead to a negative impact on supply chains, commodities and a drop in tourism. Consequently, market confidence may falter and this could lead to a reduction in liquidity resources and a loss in liquidity value of marketable assets.

The Group is required to comply with the liquidity requirements of the SSM/Central Bank and also with the requirements of local regulators in jurisdictions in which it operates.

Additional liquidity requirements or guidance and other requirements, whether based on an interpretation of current rules or the application of new rules or guidance being proposed by EU legislators, could be imposed on the Group, including as a result of the SREP carried out under the SSM or stress testing by the ECB and the EBA. Such additional requirements could include a revision of the level of Pillar 2 add-ons as the Pillar 2 add-on requirements or guidance are a point-in-time assessment and therefore subject to change over time, or changes to the combined buffer requirements applicable. Additional liquidity requirements could lead to increased costs for the Group, limitations on the Group's capacity to lend and further restructuring of the Group which could have a material adverse effect on the business, financial condition, results of operations and/or prospects of the Group.

11 ***Downgrades to the Issuer's, Ireland's sovereign or other Irish bank credit ratings or outlook could impair the Issuer's access to private sector funding, trigger additional collateral requirements and weaken its financial position***

If sentiment towards financial institutions operating in Ireland, including the Group, were to deteriorate, or if the Group's ratings and/or the ratings of the sector were to be adversely affected, this may have a materially adverse impact on the Group. In addition, any such change in sentiment or further reduction in ratings could result in an increase in the costs of, and a reduction in the availability of, wholesale market funding across the financial sector which could have a material adverse effect on the liquidity and funding of all Irish financial services institutions, including the Group.

As at the date of these Listing Particulars, the Issuer's long-term senior unsecured debt is rated BBB (positive outlook) by S&P Global Ratings Europe Limited ("**S&P**") (from November 2024) and A3 (positive outlook) by Moody's Investors Service Limited ("**Moody's**") (from December 2023). S&P is registered in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended, the "**EU CRA Regulation**"). Moody's is a credit rating agency established in the UK and registered under Regulation (EC) No 1060/2009 (as amended) as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). Moody's is not established in the EU but the credit ratings assigned by Moody's are endorsed by Moody's Deutschland GmbH, which is established in the EU and registered under the EU CRA Regulation.

Any declines in those aspects of the Group's business identified by the rating agencies as significant could adversely affect the rating agencies' perception of the Group's credit and cause them to take negative ratings actions. Any downgrade in the Group's credit ratings could:

- adversely impact the volume and pricing of its wholesale funding and its financial position;
- trigger material collateral requirements or associated obligations in other secured funding arrangements or derivative contracts;
- make ineligible or lower the liquidity value of pledged securities and weaken the Group's competitive position in certain markets;
- restrict its access to the debt capital and funding markets; and
- restrict the range of counterparties willing to enter into transactions with it.

Furthermore, as a consequence of the Group's operations being focused on the Irish market, any downgrade of Ireland's sovereign credit rating or the perception that such a downgrade may occur, would be likely to depress consumer confidence, impair the Group's access to private sector funding, increase its cost of funding and weaken the Group's financial position. In addition, instability within global financial markets might lead to instability in Ireland, which could have a materially adverse impact on the Group's performance.

12 ***The Group faces risks associated with the level of, and changes in, interest rates, as well as certain other market risks***

The following market risks arise in the normal course of the Group's banking business: interest rate risk, credit spread risk (including sovereign credit spread risk), foreign exchange rate risk, equity risk and inflation risk. Unexpected events such as the conflicts between Israel/Hamas and Russia and Ukraine could significantly increase market volatility, which could increase the likelihood and effect of any or all of these risks. Such events typically result in a withdrawal of market liquidity and an increase in risk aversion which may result in sharp falls in the prices of assets such as equity and fixed income securities and may lead to capital losses on the Group's trading book and through its fair-valued investment securities in its banking book. The Group's earnings are exposed to interest rate risk including basis risk, i.e. an imperfect correlation in the adjustment of the rates earned and paid on different products with otherwise similar repricing characteristics. Persistent inflation can affect the affordability of the Group's products to customers in this way. For example, a decision of the ECB to raise interest rates due to inflation could lead to an increase in default or re-default rates among customers with variable rate obligations without sufficient improvements in customers' earning levels. Widening credit spreads could adversely impact the value of the Group's hold-to-collect-and-sell bond positions.

Trading book risks predominantly result from supporting client businesses with small residual discretionary positions remaining. Credit valuation adjustment and funding valuation adjustments to derivative valuations arising from customer activity have potentially the largest trading book derived impact on earnings.

Changes in foreign exchange rates, particularly the euro-sterling rate, affect the value of assets and liabilities denominated in foreign currency and the reported earnings of the Group's non-Irish subsidiaries. Any failure to manage market risks to which the Group is exposed could have a material adverse effect on its business, financial conditions and prospects.

13 ***The Group's strategy may not be optimal and/or successfully implemented which may negatively affect the Group's business, results of operations, financial condition or prospects***

The Group reviewed its strategy during 2023 and presented its findings and revised medium term financial targets in March 2024. The strategic direction can be summarised as concentrating on three core initiatives (Customer First, Greening our Business and Operational Efficiency & Resilience) and is focused on upgrading AIB's digital offerings and sustainable growth of the new "Climate Capital" reporting segments. However, the Group's strategy may prove to be based on flawed assumptions regarding the pace and direction of future change across the banking sector. In addition, the Group may not be successful in implementing its strategy in a cost-effective manner. The Group's business, results of operations, financial condition and prospects could be materially adversely affected if any or all of these strategy-related risks were to materialise.

The Group primarily operates in competitive markets in Ireland, the UK and the United States, with market share and associated profits depending on a combination of factors including product range, quality and pricing, reputation, brand performance and relative sales and distribution strength, among others.

Medium-term competitive risks include, but are not limited to:

- more intense price-based competition from incumbent providers which could reduce market share in core products and ultimately impact on the Group's financial prospects;
- an increase in the use of intermediaries in the residential mortgage market which could lead to a loss of competitiveness and ultimately result in financial underperformance of the Group;
- the emergence of new, lower-cost, competitors in the Irish residential mortgage market, particularly new entrants from the FinTech sector which could result in a loss of competitiveness and ultimately impact on the financial prospects of the Group;
- sustained disintermediation of traditional banks, including the Group, from specialist and generalist product lines which could substantially impact financial conditions and sustainability of the Group's business model;
- the internationalisation of supply and demand for low-complexity products such as deposits which could lead to a loss of competitiveness and ultimately result in financial underperformance of the Group;
- the successful establishment of virtual banks which could reduce the competitiveness of the Group in its core markets and ultimately impact on the Group's financial performance;
- the introduction of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, which may enable the emergence of payment aggregators, which could in turn significantly reduce the relevance of traditional bank platforms and weaken brand relationships; and
- insufficient or ineffective implementation of artificial intelligence into Group operations relative to competitors leading to a loss of competitiveness of the Group.

In relation to the competitive risks outlined above, the Central Bank is focused on the promotion of higher levels of competitive intensity in the banking market, in common with regulators in other European jurisdictions. The entry of bank and non-bank competitors into the Group's markets may put additional pressure

on the Group's income streams and/or result in pressure to maintain market share, which may lead to reduced pricing and/or increased credit risk, which could have a negative impact on the asset quality of the Group's loan portfolios.

As at the date of these Listing Particulars, the Group has returned to majority private ownership following directed buybacks, share placements through an accelerated book-building process with institutional investors and disposals as part of a pre-arranged trading plan. As a result, at the date of these Listing Particulars, the Irish State's shareholding stands at less than 20 per cent., which is significantly below the majority threshold of 50.0 per cent. The Minister for Finance has announced an intention to further sell down the Irish State's shareholding, and, as such, the Irish State's shareholding percentage is subject to frequent change. Through the AIB Relationship Framework which governs the Group's day to day engagement with the Irish State as a shareholder (the "**AIB Relationship Framework**"), the Irish State could exert a significant level of influence over the Group. Under the AIB Relationship Framework, while the authority and responsibility for strategy and commercial policies (including business plans and budgets) and the conduct of the Group's day-to-day operations rests in all cases with the AIB Board and its management team, AIB Group plc, and, where relevant, Allied Irish Banks, p.l.c. ("**AIB Bank**") are required, in connection with certain specified aspects of the Group's activities, to consult with the Minister. The AIB Relationship Framework also grants the Minister the right, at all times, to nominate up to two non-executive directors for appointment to the AIB Board.

The composition of the Irish Government is subject to change depending on the ability of the Irish Government to arrive at and maintain an agreed position on its programme, policies and actions, the outcome of elections for the Oireachtas (being the Irish legislature) and support by the Oireachtas for that programme and those policies and actions. Such changes in Irish Government policy may include changes to AIB's Relationship Framework, which could result in a change in Group strategy directly or negatively affect its implementation. See also Risk Factor 3 "*The Group may be adversely affected by the budgetary and taxation policies of the Irish, UK and other governments through changes in taxation law and policy*" on risks to the Group posed by changes in government budgetary and taxation policy.

14 *Damage to the Group's brand or reputation could adversely affect its relationships with customers, staff, shareholders and regulators, and negatively impact the Group's business, results of operations, financial condition or prospects*

Damage to the Group's brand or reputation could adversely affect its relationships with customers, staff, shareholders and regulators, which may impact on its ability to attract and retain customers and conduct business with counterparties. The Group's relationships with such stakeholders could be adversely affected by any circumstance that causes real or perceived damage to the Group's brands or reputation. In particular, any regulatory investigations, inquiries, litigation, actual or perceived misconduct or poor market practice in relation to customer-related issues could damage the Group's brands and/or reputation. Any damage to the Group's brand and/or reputation could have a material adverse effect on the Group's business, results of operations, financial conditions or prospects.

Risks Related to Governance, Operations and Internal Controls

15 *The Group may be subject to privacy or data protection failures, cybercrime and fraudulent activity in relation to relevant data subject (i.e. customer) personal data, which could result in investigations by regulators, liability to data subjects and/or reputational damage, which could negatively impact the Group's business, results of operations, financial condition or prospects*

The Group processes significant volumes of customer personal data relating to relevant data subjects (including name, address, identification and banking details) as part of its business, some of which may also be classified

under legislation as special category data. The Group therefore must comply with strict data protection and privacy laws and regulations, including the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as amended (the "**ePrivacy Regulations**"), Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**") and the Data Protection Act 2018, as amended. The GDPR introduced substantial changes to data protection law, including an increased emphasis on businesses being able to demonstrate compliance with their data protection obligations, which required significant investment by the Group in its compliance strategies. In addition, relevant supervisory authorities are given the power to issue fines of up to 4 per cent. of an undertaking's annual global group turnover or €20 million (whichever is the greater) for failure to comply with certain provisions of the GDPR. The Presidency of the Council of the European Union released revised text of the proposed new ePrivacy Regulation (Regulation concerning the Respect for Private Life and the Protection of Personal Data in Electronic Communications and Repealing Directive 2002/58/EC (Regulation on Privacy and Electronic Communications)) on 6 March 2020. A draft of the new ePrivacy Regulation was put to the Council of Ministers of the European Union on 10 February 2021. However, as at the date of these Listing Particulars, negotiations as to the final content of the regulation between the EU Parliament, the European Commission and the European Council remain ongoing and it is unclear as to when resolution on the outstanding matters may occur.

The Group also faces the risk of a breach in security of its systems, for example, from increasingly sophisticated attacks by cybercrime groups. Data is stored in the Group's IT systems. The Group's Data Protection Policy is part of the Regulatory Compliance Risk Management Framework and defines the Group's approach to the effective management of its data protection risks. The policy aims to ensure that the Group complies with the spirit and the letter of all laws, codes and regulations that apply to the Group in relation to data protection and privacy laws. This policy applies to all staff, contractors, consultants, agents or other third parties which have access to personal data either directly or indirectly, in the capacity of a data controller and/or data processor. In addition, the Group continues to enhance security measures to help prevent cybercrime. Notwithstanding such mitigation efforts, the Group cannot fully eliminate the risk that relevant data subject personal data could be wrongfully appropriated, lost or disclosed, stolen or processed in breach of data protection and privacy laws and regulations including as a result of human error.

The Group relies on remote access services through the internet, or otherwise, by relevant data subjects including customers, employees and third-party service providers, and these services have seen increased use as a result of hybrid working arrangements. Failure of any of the foregoing parties to access the Group's systems on a systemic or large-scale basis could impact the Group's ability to operate. Remote access also increases inherent exposure to cybercrime, systems compromises or information leaks, in spite of any information security technology, protocols, policies or other controls which may be in place.

Any of the abovementioned events could result in the loss for the Group of the goodwill of its customers and deter new customers from availing of the services and products provided by the Group, which could have a material adverse effect on the Group's business, financial condition, results of operation and prospects.

16 *The Group faces operational risks which could negatively impact the Group's business, results of operations, financial condition or prospects*

Operational risk is the risk arising from inadequate or failed internal processes, people and systems, or from external events. This includes legal risk but excludes strategic and reputational risk.

Examples of the types of risks that the Group faces in this regard include, but are not limited to:

Change & Transformation Risk: The Group's strategy drives change across the organisation. It is critical that this change, and the risks, including transformation risk, associated with it, is managed in a consistent, effective

and appropriate manner. It is essential that not only the risks within a programme or project to implement change are considered, but also the risks that the change may introduce to the wider operational risk profile, both during and after the lifecycle of the change. A lack of a strategic, coordinated and comprehensive approach to managing change could lead to significant business disruption, customer detriment, financial loss and/or reputational damage.

Continuity & Operational Resilience Risk: The risk of failing to identify, prepare for, respond, adapt to, recover and learn from operational disruptions resulting in a failure to deliver critical services during a disruption. This could have an adverse effect on the Group's ability to deliver appropriate services to customers, threaten the stability and viability of the Group or orderly operation of the financial system and financial markets.

The Group has implemented a new model to manage operational resilience risk to align with the Prudential Regulation Authority's ("**PRA**") and the Financial Conduct Authority's Operational Resilience requirements in the UK as well as the Central Bank Cross Industry Guidance on Operational Resilience in Ireland.

Physical Safety & Property Risk: The Group's provision of products and services are dependent on staff and property infrastructure. The current or prospective risk of the loss or damage to the Group's property assets as well as the safety of staff and customers could affect the performance of these services, thereby negatively impacting its business, financial condition or prospects. For example, the Group is reliant on its branch network to distribute its products and a small number of key locations provide back-office services. Damage to any of these properties could impact the Group's business or result in additional financial costs.

The Group has made a number of changes to how staff and property infrastructure are managed, including the continued practice of a hybrid working model for the majority of staff and buildings being suitably configured in line with Government guidelines. If the hybrid working model is not managed appropriately, it could lead to disengagement of staff from on-going activities, ultimately resulting in a diminished service to customers.

Products and Proposition Risk: The Group looks to develop appropriate products and propositions. The current or prospective risk resulting from poor risk assessment, inappropriate governance, or inadequate approach to products and propositions throughout their lifecycle could affect the performance of these services. The Group provides products which are covered by consumer protection legislation. A failure to meet regulatory standards in consumer protection and/or customer needs, could result in regulatory sanction and take a significant amount of resources to rectify. This could have an adverse effect on the Group's results and on its ability to deliver appropriate customer outcomes or to achieve its organisational objectives.

Fraud Risk: The current or prospective fraud risks relate to and may result from the dishonest and false representation by any person, internal, external or third parties including acts or omissions with the intention to make gain or cause loss. This encompasses acts of theft which may be directly from the Group or from the Group's customers. Theft from the Group's customers could result in financial loss and compensation payments and may also result in regulatory sanction, should it be established that the theft was a result of the Group's inadequate internal controls. This could have an adverse effect on the Group's results and on its ability to deliver appropriate customer outcomes or to achieve organisational objectives.

Third Party Risk: The Group outsources a number of activities to outsource service providers and has a wide range of 3rd Party suppliers from which it procures services. The Group relies on a number of these providers for the provision of critical activities in serving customers. If these providers do not perform their services or fail to provide services to the Group or renew their licences with the Group, the Group's business could be disrupted and it could incur unforeseen costs and reputational damage. There is an active Third Party Management process in the Group which manages these risks and looks specifically at on-going performance of suppliers and risks arising from any concentrations that may arise. The Group is engaged with key suppliers

to ensure on-going service capacity and any contingency plans are in place. Service from suppliers has remained consistent and in line with previous periods.

Information Security (including Cyber) Risk: Information security (including Cyber) risk for the Group is the risk of unauthorised access, use, disclosure, disruption, modification, or destruction of information, whether malicious or unintentional in all its forms (see Risk Factor 15 "*The Group may be subject to privacy or data protection failures, cybercrime and fraudulent activity in relation to relevant data subject (i.e. customer) personal data, which could result in investigations by regulators, liability to data subjects and/or reputational damage, which could negatively impact the Group's business, results of operations, financial condition or prospects*"). Specifically, it encompasses the risk of:

- Loss of confidentiality due to unauthorised access and disclosure of information.
- Loss of integrity due to unauthorised modification or destruction of information.
- Loss of availability due to disruption of access to, or use of, information or an information system.

Technology Risk: The Group is reliant on its technical infrastructure for the provision of systems and services including emerging technologies such as artificial intelligence, cloud computing, open banking, privacy-enhancing computation or hyper-personalized banking, to support critical processes and operations. Therefore, from the Group's perspective, Technology Risk is any reasonably identifiable circumstance in relation to the use of network and information systems which, if it materialised, may compromise the network, information systems or the provision of services, by producing adverse effects in the digital or physical environment as outlined within Article 3(5) of the Digital Operational Resilience Act.

Data Risk: The Group faces risks associated with failing to appropriately manage and maintain data and also in the aggregation and reporting of Risk Data. This could have an adverse effect on quality or accessibility of the data, resulting in poor decision making and inaccurate or inadequate internal and external reporting. See Risk Factor 15 "*The Group may be subject to privacy or data protection failures, cybercrime and fraudulent activity in relation to relevant data subject (i.e. customer) personal data, which could result in investigations by regulators, liability to data subjects and/or reputational damage, which could negatively impact the Group's business, results of operations, financial condition or prospects*"..

Legal Risk: The Group faces the risk of sanctions, material financial loss or loss to reputation as a result of failure to comply with new or existing laws, changes to laws, as a result of a defective transaction, disputes or litigation by or against the Group and failure to take appropriate measures to protect intellectual property and its real estate assets.

The Group maintains insurance policies to cover a number of risk events. These include financial policies (comprehensive crime/computer crime, professional indemnity/civil liability, employment practices liability, and directors' and officers' liability) and a suite of general insurance policies to cover such matters as property and business interruption, terrorism, combined liability and personal accident. There can be no assurance, however, that the level of insurance the Group maintains is appropriate for the risks to its business or adequate to cover all potential claims.

People Risk: The Group runs the risk of being unable to recruit, retain or develop its people in alignment with the Group's values and behaviours. The inability to recruit and retain appropriately skilled and experienced staff may harm the stability of the business in the long-term. The Group continues to enhance governance and reporting processes and to deliver multiple initiatives to strengthen its employee value proposition for existing staff. Failure to take appropriate actions could lead to a lack of the necessary resources to effectively deliver products or services, resulting in delays, inefficiencies, or inability to meet customer expectations.

17 ***If a poor or inappropriate culture develops across the Group's business, this may adversely impact its performance and impede the achievement of its strategic goals***

The Group must continually develop and promote an appropriate culture that drives and influences the activities of its business and staff and its dealings with customers in relation to managing and taking risks and ensuring risk considerations continue to play a key role in business decisions. It is senior management's responsibility to ensure that the appropriate culture is embedded throughout the organisation. As was demonstrated by many banks during the financial crisis, if an inappropriate culture develops, then a strategy or course of action could be adopted that results in poor customer outcomes. If the Group is unable to maintain an appropriate culture, this could have a negative impact on the Group's business, result of operations, financial condition and prospects.

18 ***The Group may be unable to recruit and retain appropriately skilled and experienced management and staff which could have a negative impact on the Group's business, result of operations, financial condition and prospects***

The Group may be unable to recruit and retain appropriately skilled and experienced staff to ensure the stability of the business in the long-term. In particular the Group is restricted in the remuneration it can offer to senior management which creates a risk that the Group may not be able to attract and retain the right skills and experience within key senior management roles. The Group's performance is heavily dependent on the talents and efforts of highly skilled individuals, and the continued ability of the Group to compete effectively and implement its strategy depends on its ability to attract new employees and retain and motivate existing employees.

Competition from within the financial services industry, including from other financial institutions, as well as from businesses outside the financial services industry for key employees is intensifying. The elevated people risk profile, particularly with respect to the recruitment and retention of senior management, is likely to continue for the foreseeable future.

Under the terms of the recapitalisation of the Group by the Irish Government, the Group is required to comply with certain executive pay and compensation arrangements, including a cap on salaries as well as restrictions on bonuses and similar incentive-based compensation applicable to employees of Irish banks who have received financial support from the Irish Government. As a result of these restrictions, as well as the limits on certain types of remuneration paid by credit institutions and investment firms set forth in CRD, and in the increasingly competitive markets in Ireland and the UK, the Group may not be able to attract, retain and remunerate highly skilled and qualified personnel, and any such failure to so attract could have a material impact on the Group's financial condition or results of operations.

In November 2022, the Irish Government approved changes to remuneration for bankers following the recommendation from the Department of Finance Retail Banking Review that banks be allowed to pay bonuses of up to €20,000 to their employees as well as allowing standard benefits. However, such measures may not be sufficient in the current inflationary environment to recruit and retain key employees.

19 ***A deterioration in employee relations could adversely affect the Group's business, result of operations, financial condition and prospects***

A significant proportion of the Group's employees are members of trade unions. The Group adheres to established industrial relations mechanisms in each jurisdiction in which the Group operates. The Group seeks to ensure transparency, fairness and collaboration in all its dealings with employees. In the event that the Group becomes subject to industrial action or other labour conflicts, including strikes or other forms of industrial

actions, this may lead to a reduced level of service provided by the Group to its customers, which may result in reputational damage impacting its business result of operations, financial condition and prospects.

20 ***The Group uses models across many of its activities and if these models prove to be inaccurate, or are used incorrectly then the Group's management of risk may be ineffective or compromised and/or the value of its financial assets and liabilities may be overestimated or underestimated***

The Group uses models across many, though not all, of its activities including, but not limited to, capital management, credit grading, loan loss provisioning, valuations, liquidity, pricing and stress testing. The Group also uses financial models to determine the fair value of derivative financial instruments, financial instruments through profit or loss, certain hedged financial assets and financial liabilities and financial assets at fair value through other comprehensive income. IFRS 9 has required the Group to move from an incurred loss model to an expected loss model, requiring it to recognise not only credit losses that have already occurred but also losses that are expected to occur in the future.

Since the Group uses risk measurement models based on historical observations, there is a risk that it underestimates or overestimates exposure to various risks to the extent that future market conditions deviate from historical experience. Furthermore, as a result of evolving regulatory requirements, the importance of models across the Group's business has been heightened and their importance may continue to increase, in particular because of reforms introduced by the Basel Committee on Banking Supervision. If the Group fails to identify a model or if the Group's models do not accurately estimate its exposure to various risks, it may experience unexpected losses. The Group may also incur losses, for example, as a result of decisions made based on inaccuracies in the build or implementation of these models, as a result of poor data quality or an incomplete understanding by users. Model risk levels may also rise as a result of a significantly changing environment, as models are built using historical data. Models are kept under regular review to ensure that they remain representative of the current environment. For example, a model factor selected at development may no longer be a key driver in the current environment.

If the Group's models are not effective in estimating its exposure to various risks or determining the fair value of its financial assets and liabilities or if its models prove to be inaccurate, its business, financial condition, results of operations and prospects could be materially adversely affected.

The Group's IRB credit risk models are subject to ongoing regulatory reviews and inspections, which may give rise to additional capital requirements, replacement of IRB models with a standardised approach or reputational risk for the Group.

The Group must obtain approval from the ECB in order to implement new IRB models or to change existing approved IRB models. New IRB models or those undergoing material changes are subject to reviews and model inspections from the ECB and other regulatory bodies in relation to the models prior to receiving approval.

21 ***The Group is subject to the risk that the funding position of its defined benefit pension schemes could deteriorate, requiring it to make additional contributions***

The Group faces the risk that the funding position of its defined benefit pension schemes will deteriorate, requiring it to make additional contributions, adversely affecting its capital position. The Group maintains a number of defined benefit pension schemes for current and former employees. All defined benefit schemes were closed to future accruals from 31 December 2013 and staff transferred to defined contribution schemes for future pension benefits. In relation to these defined benefit schemes, the Group faces the risk that the funding position of the schemes will deteriorate over the longer term. This may require the Group to make additional contributions above what is already planned to cover its pension obligations towards current and former

employees. Furthermore, pension deficits as reported are a deduction from capital under CRD. Accordingly, any increase in the Group's pension deficit may adversely affect its capital position. There could also be a negative impact on industrial relations if the funding level of the schemes were to deteriorate.

Each scheme has a separate trustee board and the Group has agreed funding plans to deal with deficits where they exist. As part of any funding agreement, the Group engages with each trustee regarding an appropriate investment strategy to reduce the risk in that scheme. Irish schemes that are deemed to have a deficit under the funding standard as provided under Section 44 of the Pensions Act 1990, as amended (the "**Funding Standard**") must prepare funding plans to address this situation in a timely manner and submit them to the Irish Pensions Authority for approval.

Independent actuarial valuations for the AIB Group Irish Pension Scheme and the AIB Group UK Pension Scheme are carried out on a triennial basis by the schemes' actuary, Mercer. The most recent valuation of the Irish scheme was carried out on 30 June 2021 and reported the scheme to be in surplus. The next actuarial valuation of the Irish scheme is being prepared with an effective date of 30 June 2024, with the results expected by 31 March 2025. No deficit funding is anticipated at this time as the Irish scheme continues to meet the minimum Funding Standard. The most recent valuation of the UK scheme was carried out on 31 December 2020. The next actuarial valuation of the UK scheme is being carried out for 31 December 2023, with the results expected to be agreed by 31 March 2025.

The Group and the trustee of the UK scheme undertook a substantial de-risking of the UK scheme in 2019. A transaction entered into involved the acquisition of two insurance contracts from Legal and General Assurance Society ("**LGAS**") using the majority of the assets of the UK scheme. These insurance contracts are a pensioner buy-in contract in respect of the pensioner members and an assured payment policy ("**APP**") in respect of deferred members. The Group agreed with the scheme trustee to a revised funding arrangement for the UK scheme to support the purchase of the pensioner buy-in contract and the APP. Under this funding arrangement, the Group expects to make a payment of £8.5 million in 2025. This amount is what is expected to be required to finalise the buy-in of the scheme based on the latest estimate from LGAS. This payment and any other related costs are subject to change prior to finalisation.

Pension risk is monitored and controlled in line with the requirements of the Group's pension risk framework and policy. The surplus or deficit calculated in accordance with IAS 19 'Employee Benefits' is monitored on a monthly basis by the Group's risk team and is currently reported monthly in both the financial risk report to the Group Assets and Liability Committee ("**ALCo**") and the Group Chief Risk Officer ("**CRO**") report. A pension capital at risk exposure is assessed on a monthly basis and is reported versus a "Group Risk Appetite Statement" watch trigger in the CRO report. Pension risk is also included in the internal stress test. The output of these stress tests is reviewed by ALCo and on an annual basis a report on the internal capital adequacy assessment process (ICAAP) is produced which is a comprehensive analysis of the Group's capital position in base and stress scenarios over a three year horizon. This document is reviewed and approved by the Board and is submitted to the ECB/Central Bank Joint Supervisory Team. While the Group has taken certain risk mitigating actions, a level of volatility associated with pension funding remains due to potential financial market fluctuations and possible changes to pension and accounting regulations.

Regulatory and Legal Risks

22 ***The Group is required to comply with a wide range of laws and regulations. The constantly evolving and increasing complex legal and regulatory landscape significantly increases the risks associated with compliance with such laws and regulations. If the Group fails to comply with these laws and regulations, it could become subject to regulatory actions***

A failure by the Group to comply with all applicable laws, regulations, rules, standards and codes of conduct may result in regulatory sanctions, material financial loss or loss to reputation.

The legal and regulatory landscape in which the Group operates is constantly evolving and the risks associated with compliance with laws and regulations is increasing. As new laws or regulatory schemes are introduced, the Group may be required to invest significant resources in order to comply with the new legislation or regulations. Furthermore, the laws and regulations to which the Group is already subject could change as a result of changes in interpretation or practice by courts, regulators or other authorities, resulting in higher compliance costs and resource commitments, and/or a failure by the Group to implement the necessary changes to its business within the time period specified.

The Issuer (which is the parent company of the Group) is incorporated and has its head office in Ireland. While the Central Bank continues to regulate certain areas of the Group's business, including consumer protection in Ireland, it is the ECB (together with support from the Central Bank) that has primary responsibility for the prudential supervision of the Group. The Group faces risks associated with an uncertain and rapidly evolving prudential regulatory environment, pursuant to which it is required, among other things, to maintain adequate capital resources and to satisfy specified capital ratios at all times. The Group's borrowing costs and capital requirements are subject to prudential regulation, including the CRD IV and CRD V, the Capital Requirements Regulation II (Regulation (EU) 2019/876) ("**CRR II**") which includes amendments to the Capital Requirements Regulation (Regulation (EU) No. 575/2013) (as so amended, the "**CRR**") and amendments which have been made to the BRRD. The recently finalised text of CRR III, CRD VI and BRRD II, commonly known as the Basel IV, will come into effect in January 2025. The UK-EU Memorandum of Understanding on Financial Services Cooperation was signed in Brussels on 27 June 2023. This memorandum will facilitate a forum for cooperation between the EU and the UK. Specific to regulatory developments, the forum's activities will include the sharing of information and consultation around planned regulatory and supervisory developments. This is expected to ensure the timely identification of cross-border implementation issues to support an on-going shared understanding of the relevant regulatory framework. AIB actively scans the regulatory horizon for areas of divergence between EU and UK regulation which could affect the Group.

It is also possible that additional capital and liquidity requirements or guidance and other requirements, whether based on an interpretation of current rules or the application of new rules or guidance proposed by EU legislators, could be imposed on the Group. Such an instance may occur as a result of the SREP carried out under the SSM or stress testing by the ECB and the EBA. Additional requirements could include a revision of the level of Pillar 2 add-ons, as the Pillar 2 add-on requirements or guidance are a point-in-time assessment and could therefore be subject to change over time, or changes to the combined buffer requirements applicable. See Risk Factor 9 "*The Group may have insufficient capital to meet increased minimum regulatory requirements or to support its business, which could negatively impact its business, results of operations, financial condition or prospects*".

The Group also faces risks and challenges due to interest rate benchmark reform following the replacement of LIBOR, reform of EURIBOR and discontinuation of EONIA. For example, conduct risk could arise for the Group as a result of changes to customers' terms and conditions for banking products that reference discontinued interest rate benchmarks. For further detail regarding changes to benchmarks, see Risk Factor 48 "*The regulation and reform of "benchmarks" may adversely affect the value of the Securities*".

The EBA Guidelines on Loan Origination and Monitoring have applied since 30 June 2021, with transitional implementation dates met in June 2022, and more recently June 2024. The aim of the guidelines is to ensure institutions have robust and prudent standards for credit risk taking, management and monitoring, and that newly originated loans are of high credit quality. AIB is achieving the aims of these guidelines through strong internal governance arrangements for granting and monitoring of credit facilities throughout their lifecycle.

The Group is subject to the Central Bank macro-prudential measures which are subject to annual review and therefore could create further lending restrictions, increasing existing deposit financing thresholds for borrowers. See Risk Factor 6 "*Loan-to-value ("**LTV**") and Loan-to-income ("**LTI**") related regulatory restrictions on residential mortgage lending may restrict the Group's mortgage lending activities and balance sheet growth generally*".

Regulation (EU) 2019/630 of the European Parliament and of the Council of 17 April 2019 on the minimum coverage for NPEs, as well as the ECB's guidance on expectations for the provisioning of new NPEs should facilitate the disposal of NPEs further down the line, if required. The Group's regulators have stated that banks should be incentivised to build up their provisions as early as possible, thus preventing larger losses at a later stage. The Group has put in place a conservative, forward-looking and comprehensive provisioning approach and intends to manage NPEs in accordance with its regulatory obligations.

In addition to the above, the Group is also subject to regulatory reviews, such as those on the residential mortgage and retail banking sectors. Such reviews may require the Group to modify its business to satisfy new or amended regulatory requirements.

To support the effectiveness of bail-in and other resolution tools, Article 130(1) of the BRRD requires that from 1 January 2016 Member States apply the BRRD's provisions requiring EU credit institutions and certain investment firms to maintain MREL, subject to the provisions of the MREL regulatory technical standards.

The MREL requirements are determined on a case-by case basis taking into account (i) resolvability; (ii) capital adequacy; (iii) sufficiency of eligible liabilities; (iv) participation in a deposit guarantee scheme; (v) business risks (business model, funding, risk profile); and (vi) systemic risk (interconnectedness). The SRB has provided the Group with its default formula for the MREL target calibration under the new BRRD II legislative framework to be complied with from 1 January 2022. The Group continues to monitor changes in MREL requirements together with developments in the SRB's MREL policy, which has the potential to impact the Group's MREL target.

The Group operates in the UK through its subsidiary, AIB Group (UK) p.l.c. and through the London branch, a branch of AIB p.l.c. The Group must comply with the prudential regulatory requirements as set out by the PRA through the PRA rulebook and the FCA's conduct of business rules in so far as they apply to its business carried out in the UK. In the United States, the Group is subject to federal and state banking and securities law supervision and regulation as a result of the banking activities conducted by AIB Bank's branch in New York. Thus, the Group is required to design and implement policies that ensure compliance with legislation promulgated by the FCA and the PRA in the UK and the relevant regulatory authorities in the United States.

Failure by the Group to meet regulatory expectations, including in relation to governance, behaviour and culture, or repeated breaches of regulation could adversely impact regulatory confidence in how the Group conducts its business. Failure to engage appropriately with regulators, risks damaging relations with statutory authorities, and could lead to increased regulatory oversight, intrusive supervision and/or restrictions in the Group's authorisations curtailing its ability to operate some of its business. These outcomes could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Group entities are required to submit data and information to regulatory authorities on a scheduled or ad hoc basis which are necessary for effective regulatory oversight and supervision. There is a risk that some data required to complete the returns, some of which is required to be manually populated, may not be sufficiently reliable. This could result in inaccurate returns being provided to regulatory authorities or submissions of returns being delayed. If any failings in regulatory reporting existed and were to be considered as material by regulatory authorities, it could result in the Group being subject to sanction or fines for failure to provide accurate returns or failure to submit returns within required timeframes, reputational damage and the Group being required to conduct data rectification.

There is also a risk that pressures from the media, consumer groups and/or politicians could influence the agenda of the ECB, the Central Bank, the FCA or the PRA. For instance, a wide-ranging review of competition within the Irish mortgage sector by the Competition and Consumer Protection Commission of Ireland ("**CCPC**") took place in 2017 as part of the programme for the Irish Government (a similar review having been completed on the UK banking sector in 2016), and in June 2017, the CCPC published its report on "options for the Irish mortgage market". The report, which followed an extensive public consultation process outlined a range of options and areas for further study to assist the Irish Government develop a better-functioning, competitive and stable mortgage market. The issues of "mortgage switching behaviour" and "consumer attitudes to switching" were some of the areas identified in the report as requiring further regulatory focus. In this regard, in August 2017, the Central Bank published a consultation paper entitled "Enhanced Mortgage Measures: Transparency and Switching" proposing to amend the Consumer Protection Code 2012 ("**CPC**") by introducing enhanced transparency measures for fixed rate interest rate mortgage holders. In June 2018, the Central Bank, having considered the responses received from the published consultation paper announced that it proposed to introduce new and amend certain existing provisions of the CPC to give effect to these enhanced protections by publishing an addendum to the CPC which became effective from 1 January 2019. The Central Bank launched a consultation paper on 7 March 2024 outlining plans to update the CPC to better protect consumers. The key proposals and themes from the CPC update are Securing Customers Interests, Digitalisation, Informing Effectively, Mortgage Credit and Switching, Unregulated Activities, Frauds & Scams, Vulnerable Customers and Climate Risk. The feedback period of the consultation is now closed with the updated code expected to be published in early 2025 with a 12 month implementation period following publication.

In July 2018, the Central Bank published the outputs of its review of behaviour and culture in the five main retail banks in Ireland, including the Group. The report recommended the introduction of legislation to support an individual accountability framework ("**IAF**"), which would set conduct standards for staff and ensure clearer lines of accountability within firms. The IAF had an effective implementation date of 1 January 2024, and it has been successfully implemented. In addition, the introduction of a Senior Executive Accountability Regime ("**SEAR**") places obligation on firms and senior individuals within them to set out clearly where responsibility and decision-making lie. The SEAR regime applied for the majority of senior individuals from 1 July 2024 and will apply for (Independent) Non-executive directors at in-scope firms from 1 July 2025. Adverse regulatory action or adverse judgments in litigation could result in a monetary fine or penalty, adverse monetary judgment or settlement and/or restrictions or limitations on the Group's operations or result in a material adverse effect on the Group's reputation. The Group may settle litigation or regulatory proceedings prior to a final judgment or determination of liability to avoid the cost, management efforts, negative business, regulatory or reputational consequences of continuing to contest liability, even when the Group believes that it has no liability or when the potential consequences of failing to prevail would be disproportionate to the costs of settlement. Furthermore, the Group may, for similar reasons, reimburse counterparties for their losses even in situations where the Group does not believe that it is legally compelled to do so.

Additionally, the Group is subject to a series of new and upstream regulatory requirements related to ESG. ESG stands for "Environmental, Social and Governance". It is an acronym used to describe a holistic three pillar framework, which measures how sustainably an organisation is operating, and how it is managing risks and opportunities related to ESG factors. The threat and consequences of climate change have necessitated a strong focus on legislative change promoting ESG at an EU level.

These requirements and guidelines include:

- **EBA Guidelines on Loan Origination and Monitoring** ("**LOaM**"), which introduce prominently environmentally sustainable lending dimensions, and set requirements for institutions to consider ESG factors, environmentally sustainable lending and associated risks in their credit policies and procedures;

- **Sustainable Finance Disclosure Regulation** ("**SFDR**"), a transparency framework which sets out how financial market participants have to disclose sustainability information. This assists investors who wish to put their money into companies and projects which support sustainability objectives to make informed choices;

- **Corporate Sustainability Due Diligence Directive** ("**CSRD**"), which modernised and strengthened the rules concerning the social and environmental information which companies have to report. This updated and replaced the preexisting **Non-Financial Reporting Directive** ("**NFRD**");

- **EU Taxonomy Regulation**, a market transparency tool which provides a classification system which defines criteria for economic activities that are aligned with a Net Zero trajectory by 2050, and other environmental goals which are broader than climate. It is anticipated that a **Social Taxonomy** will also be published in the coming years, however this has been subject to delays at an EU level; and

- **ECB Guide on Climate-related and Environmental Risks**, a non-binding guidance publication outlining ECB expectations for the safe and prudent management of climate-related and environmental risks under the current prudential framework.

The Group is exposed to heightened risk of regulatory non-compliance by virtue of the expanding body of ESG related requirements, for which failure to properly implement may result in regulatory sanction. The Group must ensure that it continues to engage the requisite expertise to implement these changes, continues investment and funding of regulatory transformation, and grows its internal talent-pool of ESG resources. The Group is also exposed to the risk of greenwashing, competitive disadvantage and reputational damage, should it either overstate the green properties of its products, or not provide a sufficient suite of green products to meet customer expectations. The Group is also exposed to risk by virtue of the increased pace of climate change, which raises the risk posed by increasing adverse weather events, such as flooding. This is reflected in the elevation of Climate and Environmental to the status of material risk within the Bank.

23 *The Group is subject to increasing regulation and supervision following the introduction of the Single Supervisory Mechanism and the bank recovery and resolution framework, which may strain its resources*

A significant number of regulations have been issued by the various regulatory authorities that regulate the Group's business. The Eurozone's largest banks, including the Group, are under the direct supervision of, and are deemed to be authorised by, the ECB since the introduction on 4 November 2014 of the SSM.

The main aims of the SSM are to ensure the safety and soundness of the European banking system and to increase financial integration and stability in Europe.

A Single Resolution Mechanism ("**SRM**") has been introduced, including an SRB, which focuses on resolution planning and enhancing resolvability, to avoid the potential negative impacts of a bank failure on the economy and financial stability. The requirements of the SRM are set out in the Single Resolution Mechanism Regulation (Regulation (EU) No. 806/2014 of 15 July 2014), as amended (the "**SRM Regulation**") and the Banking Recovery and Resolution Directive (Directive 2014/59/EU), as amended ("BRRD"). The SRM Regulation has been fully applicable from 1 January 2016 and the SRB has also been fully operational since that date. The BRRD has been implemented in Ireland pursuant to the European Union (Bank Recovery and Resolution) Regulations 2015, as amended (the "**BRRD Regulations**"). The BRRD Regulations, other than regulations 79 to 94, came into effect on 15 July 2015. Regulations 79 to 94 came into effect on 1 January 2016. The establishment of the SRM is designed to ensure that supervision and resolution are exercised at the same level for countries that share the supervision of banks within the SSM. The single resolution fund will be financed by bank levies raised at national level. Regulation (EU) 2019/877 of 20 May 2019, amending the SRM Regulation, applied from 28 December 2020.

The overarching goal of the bank recovery and resolution framework, established by the BRRD/SRM package, is to break the linkages between national banking systems and sovereigns. The framework is intended to enable resolution authorities to resolve failing banks with a lower risk of triggering contagion to the broader financial system, while sharing the costs of resolution with bank shareholders and creditors and also minimising cost to taxpayers. Among other provisions, the BRRD requires banks to produce a comprehensive recovery plan that sets out detailed measures that could be taken to restore the viability of the institution in the event of extreme stress. Furthermore, one or more of the Group's regulators may require the Group to make changes to the legal structure of the Group pursuant to its implementation of requirements under the SRM Regulation, the BRRD or other applicable law or regulation.

The Group will have to meet the cost of all levies that are imposed on it in relation to funding the bank resolution fund established under the SRM or those that are imposed on it under other applicable compensation schemes relating to banks or other financial institutions in financial difficulty. In addition, the challenge of meeting this degree of regulatory change will place a strain on the Group's resources. The challenge of meeting tight implementation deadlines while balancing competing resource priorities and demands adds to the regulatory risk of the Group. These may also impact significantly on the Group's future product range, distribution channels, funding sources, capital requirements and consequently, reported results and financing requirements.

24 ***The Group is subject to conduct risk, including changes in laws, regulations and practices of relevant authorities and the risk that its practices are challenged under current regulations or standards, and if it is deemed to have breached any of these laws or regulations, it could suffer reputational damage or become subject to challenges by customers or competitors, or sanctions, fines or other actions***

The Group is exposed to conduct risk, which the Group defines as the risk that inappropriate actions or inactions by AIB cause poor and unfair customer outcomes or negatively impact on market integrity. Certain aspects of the Group's business may be determined by regulators in various jurisdictions or by courts not to have been conducted in accordance with applicable local or, potentially, overseas laws and regulations, or in a fair and reasonable manner as determined by the local ombudsman. Regulators want senior leaders to drive effective cultures that focus on the organisation values and conduct that puts the customer first; they expect to see conduct promoted in remuneration policies and disciplinary processes.

The Group is cognisant of its responsibilities regarding wholesale market conduct risk which has been subject to increased regulatory scrutiny in recent years. Domestic and European regulators have provided guidance as to how regulated entities should manage wholesale market conduct risk, particularly in relation to dealing with the impact of external events, managing the increasing complexity in securities markets and the rules that govern them and ensuring meaningful transparency for investors and other market participants, in particular on costs and fees. As such, the Group continues to respond to changes in this environment and strengthen regulatory practices. With respect to customer redress provisions, see also Risk Factor 29 "*Risk of litigation and conduct losses arising from the Group's activities*".

If the Group fails to comply with any relevant laws, regulations, or regulatory expectations, it may suffer reputational damage and may be subject to challenges by customers or competitors, or sanctions, fines or other actions imposed by regulatory authorities. There is also a risk that failure to recognise the impact of increases in the cost of living (including higher mortgage rates) on vulnerable customers or those in financial difficulties could lead to claims for conduct matters. The Group's practices may also be challenged under current regulations and standards. In such circumstances, the Group may be required to redress customers, may be subject to regulatory sanctions, material financial loss or loss to reputation, which may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Risks may also arise for the Group in relation to employee conduct. Regulators expect to see desired behaviours and conduct re-enforced at all stages of the employee lifecycle, from recruitment, to training and promotion. Poor employee conduct can result in mis-selling, inappropriate actions where a conflict of interest arises, internal fraud or otherwise not acting in a customer's best interest. Such actions may result in the bank having to make redress to impacted customers, potential regulatory sanction, adverse media coverage and potential reputational damage.

In September 2015, the Central Bank wrote to the Group to inform the Group that it had embarked on the Tracker Mortgage Examination. In December 2015, the Central Bank confirmed to the affected lenders that the objective of the Tracker Mortgage Examination was to assess compliance with both contractual and regulatory requirements relating to tracker mortgages and in circumstances where customer detriment is identified from the Tracker Mortgage Examination, to provide appropriate redress and compensation in line with the Central Bank's 'Principles for Redress'. The Central Bank concluded its enforcement investigation in June 2022 and the Group agreed to pay a fine of €96.7 million. The fine was settled prior to 30 June 2022, which brought the Central Bank's Tracker Mortgage Examination to a close.

In 2020, following a Financial Services and Pensions Ombudsman ("**FSPO**") decision in relation to a complaint by a customer from the '06-09 Ts & Cs who never had a tracker cohort, which found that the Group had breached the terms of the customer's mortgage loan contract and directed it to remedy the matter in what the FSPO believed was a fair and proportionate manner, the Group decided to accept the decision in full. Furthermore, the Group decided to apply the remedy to all other customers within this cohort, and payments to customers have been substantially completed.

The Group continued to engage with stakeholders during 2024 and a number of related issues also continue to exist that have yet to be resolved, including tax liabilities arising that the Group will be required to discharge on behalf of impacted customers. Notwithstanding the near completion of payments to customers based on the FSPO decision, the level of provision required for these other costs is no longer material as at 30 June 2024.

The Group is also required to manage potentially heightened conduct and regulatory risks associated with strategic growth, such as the acquisition of Goodbody Stockbrokers UC ("**Goodbody**") and the establishment of an insurance joint venture, AIB life and the establishment of the new Climate Capital segment. Additional regulatory requirements need to be considered along with the conduct implications of managing a different customer base, business portfolio and product suite. As a result, effective integration with appropriate alignment and oversight between the Group and any such subsidiary or joint venture is required to mitigate these risks.

The Central Bank published a Regulatory Supervisory Outlook ("**RSO**") in February 2024. The RSO summarises and complements the Central Bank's ongoing communications to industry and outputs from supervisory engagements with credit institutions, investment firms, funds and all other regulated entities.

The RSO captures a broad range of regulatory considerations, from the macro-economic environment to individual topical spotlights, in particular:

- The risk management and consumer-centric leadership of firms;
- That firms are resilient;
- That firms address operating framework deficiencies, (e.g. governance, risk management and control frameworks);
- The effective management of change by firms; and
- That climate change and net zero transition are addressed (strategy, assessment of climate risk exposures and greenwashing).

The Group is required to monitor, align and deliver in line with the Central Bank's regulatory and supervisory priorities and failure to do so may lead to regulatory intervention or highlight deficiencies in the conduct and prudential control environment.

25 *The Group is subject to anti-money laundering, counter-terrorist financing, anti-corruption and sanctions regulations and, if it fails to comply with these regulations, it may face administrative sanctions, criminal penalties and/or reputational damage*

The Group is subject to laws and regulations aimed at preventing money laundering, anti-corruption and the financing of terrorism. Monitoring compliance with anti-money laundering ("**AML**"), Countering the Financing of Terrorism ("**CFT**") and anti-corruption and sanctions rules can put a significant financial burden on banks and other financial institutions and requires significant technical capabilities. In recent years, enforcement of these laws and regulations against financial institutions has become more intrusive, resulting in several landmark fines against financial institutions. In addition, the Group cannot predict the nature, scope or effect of future regulatory requirements to which it might be subject or the way existing laws might be administered or interpreted. Furthermore, there is a greater focus by regulators on the overall effectiveness of financial institutions' efforts to tackle financial crime beyond issues of mere technical compliance which requires constant enhancement of and investment in their overall financial crime response.

The 5th EU Anti-Money Laundering Directive, transposed in part into Irish law by the Criminal Justice (Money Laundering and Terrorist Financing) Act 2021, emphasises a "risk-based approach" to AML and CFT and imposes obligations on Irish incorporated bodies (such as AIB Bank) to take measures to compile information on beneficial ownership.

Moreover, global money laundering cases have received increased scrutiny, with a number of major European banks implicated in such matters. Since July 2021, the European Union has been working on a comprehensive package of legislation aimed at revising and reinforcing the EU's AML & CFT rules (known as the "**AML Reform Package**"). The Group will need to continue to monitor and reflect the changes under the AML Reform Package, including the recent inclusion of sanctions, in its own policies, procedure and practices, and to update its framework to take account of the risk-based approach and the relevant technical standards, together with any related industry guidance from regulators. Given the scale, nature and complexity of the financial sanctions regimes in the UK, EU and US (particularly as a result of the conflict in Ukraine), there remains an increased risk that the Group could find itself transacting with customers who could become subject to such sanctions and potentially face the consequence of secondary US sanctions as a result of this.

Although the Group has policies and procedures that are designed to comply with applicable AML/CFT, anti-corruption and sanctions rules and regulations, it cannot guarantee that such policies and procedures completely prevent situations of money laundering, terrorist financing, breaches of sanctions or corruption, including actions by the Group's employees, agents, third party suppliers or other related persons for which the Group might be held responsible. Any such events may have severe consequences, including litigation, sanctions, fines and reputational consequences, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

26 *The Irish legislation and regulations in relation to mortgages, as well as judicial procedures for the enforcement of mortgage, custom, practice and interpretation of such legislation, regulations and procedures, may result in higher levels of default by the Group's customers, delays in the Group's recoveries in its mortgage portfolio and increased impairments*

In instances where the Group seeks to enforce security on commercial or residential property (in particular over a borrower's principal dwelling house ("**PDH**")), the Group may encounter significant delays arising from

judicial procedures, which often entail significant legal and other costs. Custom, practice and interpretation of Irish legislation, regulations and procedures may also contribute to delays or restrictions on the enforcement of security. The courts or legislature in Ireland may have particular regard to the interests and circumstances of borrowers in disputes relating to the enforcement of security above or sale of their loans which is different to the custom and practice of courts in other jurisdictions. As a result of these factors, enforcement of security or recovery of delinquent loans in Ireland may be more difficult, take longer and involve higher costs for lenders as compared to other jurisdictions, or it may not be feasible for courts to enforce security. The CPC is designed to protect the interests of consumers (as defined in the CPC) and is applicable (in part) to the activities of the Group. The CPC sets out specified information which must be provided to borrowers throughout the lifecycle of the mortgage product. The CPC requires the Group to, *inter alia*, act fairly, in the best interests of its customers and the integrity of the market, and to comply with the letter and spirit of the CPC. There is a risk that the Group may be found to be in breach of CPC provisions due to unforeseen market developments or scenarios arising, potentially leading to regulatory sanction and customer restitution.

The Land and Conveyancing Law Reform (Amendment) Act 2019 ("**LCLRA**") which came into force on 1 August 2019 provides further protections for homeowners in residential mortgage difficulties. Courts must take into account a range of factors set out in the LCLRA when considering whether or not to grant an order for possession in respect of a borrower's PDH and may take these factors into account when considering whether to make any other order it considers appropriate in the circumstances. While many of the now statutory-imposed considerations are ones a court already had taken into account, the LCLRA reinforces the special status of a PDH in residential mortgage arrears proceedings in Ireland and the Irish Government's policy objective that repossession of a defaulting borrower's PDH should be an action of last resort. In enforcement proceedings affecting a PDH, lenders must now be prepared to demonstrate reasonable conduct towards seeking a sustainable solution with the borrower. As a result, the Group may face certain additional restrictions on its ability to collect or enforce mortgages that are in arrears. This could result in delays in the Group's recoveries in respect of its mortgage portfolio and increased impairments. Legislation has also been introduced with regard to loans sold to third parties under the Consumer Protection (Regulation of Credit Servicing Firms) Act 2018, which regulates third party loan acquirers and may give rise to further implications for future loan sales undertaken by the Group.

It is unclear whether any legislation in respect of the foregoing (either in the proposed form or a different form) will be enacted or whether further legislative initiatives to regulate the Irish mortgage market will be introduced. If enacted, any further legislation could potentially impact the Group.

The Irish Government may also seek to influence how credit institutions set interest rates on mortgages, may amend the Personal Insolvency Act 2012 to reduce the entitlements currently afforded to mortgage holders thereunder or may enact other legislation or introduce further regulation that affects the rights of lenders in other ways which could have a material adverse effect on the Group's business, financial condition and prospects. Furthermore, the laws and regulations to which the Group is already subject could change as a result of changes in interpretation or practice by courts, regulators or other authorities.

In common with other residential mortgage lenders, the Group faces increased supervisory engagement and focus by the Irish Government, the Oireachtas and regulators, such as the Central Bank and the CCPC, on its loan book, in particular its residential mortgage book, with respect to such matters as the interest rates it charges on loans. This could result in increased regulation of the Group's loan book which may impact the Group's level of lending, interest income and net interest margin and/or increased operational costs.

Any of the foregoing could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

27 ***The BRRD contains resolution tools and other measures that may have a material adverse effect on the Group and the Holders***

While the SRB has indicated its Preferred Resolution Strategy ("**PRS**") for the Group is single point of entry bail-in through AIB Group plc, the BRRD is designed to provide relevant authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing credit institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of a credit institution's failure on the economy and financial system.

The BRRD also equips the resolution authority with certain resolution powers (the "**Resolution Tools**") in circumstances where, in addition to certain other conditions being satisfied, either AIB Group plc, as the financial holding company of the Group, or certain of its subsidiaries is failing or is likely to fail to:

- transfer to a purchaser shares, other instruments of ownership and/or all specified assets, rights or liabilities of the credit institution (known as the "*sale of business tool*");
- transfer all or specified assets, rights or liabilities of the credit institution to a bridge institution which is wholly or partially owned by public authorities (known as the "*bridge institution tool*");
- transfer assets, rights or liabilities to a legal entity which is wholly or partially owned by public authorities for the purpose of sale or otherwise ensuring that the business is wound down in an orderly manner, to be applied in conjunction with another resolution tool (known as the "*asset separation tool*"); and/or
- write down the claims of unsecured creditors (including the Holders) of an institution and convert debt to equity or other instruments of ownership (including subordinated securities such as the Securities), with, in broad terms, the first losses being taken by shareholders and thereafter by the Holders and any other holders of securities ranking *pari passu* with the Securities and then Senior Creditors (as defined in the Conditions, which include holders of Tier 2 instruments issued by the Issuer), with the objective of recapitalising an institution (known as the "*General Bail-In Tool*").

The BRRD also provides for a Member State as a last resort, after having assessed and exhausted the above resolution tools to the maximum extent possible while maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework and is subject to the condition that a contribution to loss absorption and recapitalisation equal to an amount not less than 8 per cent. of total liabilities, including own funds of the institution under resolution, has been made by the shareholders and the holders of other instruments of ownership, the holders of relevant capital instruments (which would include in the case of the Issuer, the Securities) and other eligible liabilities through write down, conversion or otherwise.

An entity will be considered as failing or likely to fail when it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The SRB may exercise the Resolution Tools with respect to the Group. In addition, the Bank of England, as resolution authority for AIB Group (UK) p.l.c. ("**AIB UK**"), could resolve the UK operations under the Banking Act in the UK, many of the provisions of which relating to resolution are similar to those in the BRRD, which could result in losses being transferred up to AIB through its share ownership and intercompany debt. The PRS is a group-wide concept involving a single point of entry through AIB Group plc and is executed by the SRB in consultation with the ECB and national resolution authorities.

Amongst other provisions, the BRRD contains a statutory write-down and conversion power to write down or to convert into equity the Issuer's capital instruments (which would include the Securities) if certain conditions are met (the "**Write-Down Tool**"). The Write-Down Tool would be applicable, in particular, if the resolution authority determines that, unless the Write-Down Tool is applied, the Issuer or the Group will no longer be viable or if a decision has been made to provide the Issuer or the Group with extraordinary public financial support without which the Issuer or the Group will no longer be viable.

In respect of the Write-Down Tool, which was implemented for Additional Tier 1 instruments and Tier 2 instruments (each as defined in the European Union (Bank Recovery and Resolution) Regulations 2015, as amended) with effect from 15 July 2015, and the General Bail-In Tool, which was implemented in Ireland on 1 January 2016, the resolution authority has the power, upon certain trigger events, to cancel existing shares, to write down eligible liabilities (i.e. own funds instruments and, in the case of the General Bail-In Tool, other subordinated debt and senior debt, subject to exceptions in respect of certain liabilities) of a failing credit institution or to convert such eligible liabilities of a failing credit institution into equity or other instruments of ownership at certain rates of conversion representing appropriate compensation to the affected holder for the loss incurred as a result of the write down and conversion. Any such compensation may not compensate that holder for the losses it has actually incurred and there may be a considerable delay in the recovery of such compensation. Compensation payments (if any) may also be made considerably later than when amounts may otherwise have been payable under the Securities. Any shares issued to holders of Additional Tier 1 instruments or Tier 2 instruments may also be subject to any future application of the General Bail-In Tool. Where a credit institution meets the conditions for resolution, the resolution regulator and/or authority will be required to apply the Write-Down Tool before applying the Resolution Tools. The write down or conversion will follow the ordinary allocation of losses and ranking in insolvency. Equity holders will be required to absorb losses in full before any debt claim is subject to write down or conversion. After shares and other similar instruments and any additional tier 1 instruments, such as the Securities, the write down or conversion will first, if necessary, impose losses evenly on holders of other subordinated debt which rank *pari passu* according to their terms and then evenly on those senior debt holders which are subject to the write down or conversion. This application may result in such holders losing some or all of their investment.

Any write down or conversion of amounts in accordance with the Write-Down Tool will not constitute an event of default under the terms of the relevant instruments (including the Securities). Consequently, any amounts so written down will be irrevocably lost and the holders of such instruments (including the Securities) will cease to have any claims thereunder, regardless whether or not the credit institution's financial position is restored. Pursuant to the BRRD, resolution authorities must ensure when applying the Resolution Tools that creditors do not incur greater losses than they would have incurred if the credit institution had been wound down in normal insolvency proceedings. Furthermore, one or more of the Group's regulators may require the Group to make changes to the legal structures and/or business model of the Group pursuant to its implementation of requirements under the SRM Regulation, the BRRD or other applicable law or regulation.

The Resolution Tools could be used to impose losses on holders of Securities and could result in holders of Securities losing some or all of their investment. The exercise of any such power or any suggestion or anticipation of such exercise could, therefore, materially adversely affect the value of the Securities.

The powers set out in the BRRD will impact how relevant entities are managed as well as, in certain circumstances, the rights of creditors. Under the BRRD, holders of Securities may be subject to write down or conversion into equity on any application of the General Bail-In Tool or non-viability loss absorption, which may result in such holders losing some or all of their investment.

The BRRD and the SRM Regulation may severely affect the rights of the Holders which may result in the loss of the entire investment represented by the Securities in the event of non-viability. The exercise of any such power or any suggestion or anticipation of such exercise could, therefore, materially adversely affect the value

of the Securities and/or the ability of the Issuer to satisfy its obligations under the Securities. Furthermore, the exercise of the Write-Down Tool in respect of the Securities or any suggestion or anticipation of such exercise could materially adversely affect the value of the Securities.

28 ***The SRB or SSM may take actions which require the Group to change, or otherwise result in the Group changing, its legal structure, or take other actions which could have a significant impact on the Group's operations, structure, costs and/or capital requirements***

SRB role in resolution planning

Pursuant to the SRM Regulation, on 1 January 2016, the SRB became responsible for drawing up the Group's resolution plan providing for resolution actions that may be taken if the Group were to fail or be likely to fail. In drawing up the Group's resolution plan, the SRB identifies any material impediments to the Group's resolvability. Where necessary, the SRB may instruct that actions are taken to remove such impediments.

These actions may include (but are not limited to):

- legal restructuring of the Group, which could lead to high transaction costs, or could make the Group's business operations or its funding mix less optimally composed or more expensive;
- issuing additional liabilities at various levels within the Group to ensure that there is sufficient loss-absorbing and recapitalisation capacity in place and that adequate arrangements are in place to meet the Group's funding and liquidity needs throughout the resolution. This may result in higher capital and funding costs for the Group, and thus adversely affect the Group's profits and its ability to pay dividends and interest payments on the Securities;
- reviewing and amending the Group's contracts for the purposes of ensuring (i) continuity of business operations and (ii) that such contracts do not cause any impediments to the resolvability of the Group. This may result in additional costs and operational complexity for the Group; and
- requiring the Group to enhance its data infrastructure and management information systems to facilitate an expeditious valuation of its assets and liabilities over the course of the resolution event.

If the SRB is of the view that the measures proposed by the Group would not effectively address the impediments to resolvability, the SRB may direct the Group to take alternative measures as outlined in the SRM Regulation.

The SRB has communicated to all banks under its remit areas of focus where potential impediments to resolvability could arise. The Group has initiated programs to work to mitigate any such potential impediments. In addition, the SRB has communicated that its preferred resolution strategy for the Group is single point of entry bail-in through the Issuer.

SSM role in Recovery planning

The BRRD sets out functions of the SSM (as consolidated supervisor of the Group) with respect to the drawing up and maintenance by AIB on a Group basis of a recovery plan which must set out measures to be taken by AIB to restore its financial position following a significant deterioration of that position. An assessment by the SSM of such recovery plan proposed by the Group may result in the Group being required to address any material deficiencies in the recovery plan or any material impediments to its implementation. Failure by the Group to satisfy such direction may result in the SSM taking measures against the Group, including, but not limited to, directing the Group to do one or more of the following:

- reduce its risk profile;

- enable timely recapitalisation measures;
- review its strategy and structure;
- make changes to its funding strategy so as to improve the resilience of its business lines and critical functions; and/or
- make changes to its governance structure.

Any further changes to be implemented in respect of the SRM Regulation and the BRRD may have an effect on the Group's business, financial condition or prospects. Failure by the Group to implement those changes and requirements may result in regulatory action such as increased regulatory capital levels, monetary fines or other sanctions and penalties. Depending on the specific nature of the changes and requirements and how they are enforced, such changes and requirements could have a significant impact on the Group's operations, structure, costs and/or capital requirements.

29 *Risk of litigation and conduct losses arising from the Group's activities*

The Group operates in a legal and regulatory environment that exposes it to potentially significant litigation and regulatory risks. Disputes and legal proceedings in which the Group may be involved are subject to many uncertainties, and the outcomes of such disputes are often difficult to predict, particularly in the early stages of a case or investigation.

Adverse regulatory action or adverse judgments in litigation or FSPO decisions could result in a monetary fine or penalty, adverse monetary judgment or settlement and/or restrictions or limitations on the Group's operations or result in a material adverse effect on the Group's reputation.

In the ordinary course of business, legal claims (claims which have resulted in legal cases commencing in the courts) are frequently served on the Group. There is always a level of uncertainty with legal claims given the range of potential outcomes. The Group considers many factors, including the background facts of the legal claim, legal advice and the stage of the legal claim to determine the appropriate provision. The Group has recorded a provision of €22 million as at 30 June 2024 (31 December 2023: €23 million) in relation to ongoing legal claims against the Group.

In addition to legal claims, the Group also holds a provision for customer redress. This provision represents the Group's best estimate of the costs of remediation of any remaining impacted customers, addressing customer appeals and closing out other related matters. Due to the complex nature of these legacy matters, they can take some time to resolve. In 2024 the provision was further reassessed, primarily as a result of additional information that was obtained during the period, and as a result the Group recognised a net income statement charge of €47 million.

Risks Relating to the Securities

30 *The Issuer is a holding company*

The Securities are the obligation of the Issuer only. The Issuer is a holding company and conducts substantially all of its operations through its subsidiaries, and accordingly the claims of the Holders under the Securities will be structurally subordinated to the creditors of the Issuer's subsidiaries. The Issuer's subsidiaries are separate and distinct legal entities, and have no obligation to pay any amounts due or to provide the Issuer with funds to meet any of the Issuer's payment obligations under the Securities. The Issuer's rights to participate in the assets of any subsidiary if such subsidiary is liquidated will be subject to the prior claims of such subsidiary's creditors and any preference shareholders, except in the circumstance where the Issuer is also a creditor of such subsidiary

with claims that are recognised to be ranked ahead of or *pari passu* with such claims. Accordingly, if one of the Issuer's subsidiaries were to be wound up, liquidated or dissolved, (i) Holders would have no right to proceed against the assets of such subsidiary, and (ii) the Issuer would only recover any amounts (directly, or indirectly through its holdings of other subsidiaries) in the liquidation of that subsidiary in respect of its direct or indirect holding of ordinary shares in such subsidiary, if and to the extent that any surplus assets remain following payment in full of the claims of the creditors and preference shareholders (if any) of that subsidiary.

As well as the risk of losses in the event of a Group subsidiary's insolvency, the Issuer may suffer losses if any of its loans to, or investments in, its subsidiaries are subject to statutory write-down and conversion powers or if the subsidiary is otherwise subject to resolution proceedings. The Issuer may in the future make loans to AIB Bank and its other subsidiaries, with the proceeds received from the Issuer's issuance of debt instruments. Where securities issued by the Issuer have been structured so as to qualify as capital instruments under CRD (such as the Securities), the terms of the corresponding on-loan to AIB Bank may be structured to achieve equivalent regulatory capital treatment for such subsidiary. Accordingly, loans to AIB Bank may contain contractual mechanisms that, upon the occurrence of a trigger related to the prudential or financial condition of the Group or such subsidiary, would automatically result in a write-down or conversion into equity of such loans.

The Issuer retains its absolute discretion to restructure such loans to (or any other investments in) any of its Group subsidiaries, including the AIB Bank, at any time and for any purpose including, without limitation, in order to provide different amounts or types of capital or funding to such subsidiary as part of meeting regulatory requirements, including the implementation of MREL or the total loss absorbing capacity in respect of the Group and the relevant subsidiaries. A restructuring of a loan or investment made by the Issuer in a Group subsidiary could include changes to any or all features of such loan, including its legal or regulatory form, how it would rank in the event of resolution and/or insolvency proceedings in relation to the Group subsidiary, and the inclusion of a mechanism that provides for an automatic write-down and/or conversion into equity upon specified triggers. Any restructuring of the Issuer's loans to any of the Group subsidiaries may be implemented by the Issuer without prior notification to, or consent of, Holders.

31 *The obligations of the Issuer in respect of the Securities are unsecured and deeply subordinated*

The Securities constitute unsecured and subordinated obligations of the Issuer.

On a Winding-Up, all claims in respect of the Securities will, subject to any mandatory provisions of applicable law (including Article 48(7) of BRRD as implemented in Ireland), rank junior to the claims of all Senior Creditors (including holders of Tier 2 instruments issued by the Issuer). If, on a Winding-Up, the assets of the Issuer are insufficient to enable the Issuer to repay the claims of more senior-ranking creditors in full, the Holders will lose their entire investment in the Securities. If there are sufficient assets to enable the Issuer to pay the claims of senior-ranking creditors in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Securities and all other claims that rank *pari passu* with the Securities, Holders will lose some (which may be substantially all) of their investment in the Securities. In addition, any claim in respect of the Securities will be for the Prevailing Principal Amount of the Securities held by a Holder, which, if the Securities have been Written Down and not subsequently Written Up at the time of claim, will be less than par.

For the avoidance of doubt, the holders of the Securities shall, in a Winding-Up, have no claim to share with the ordinary shareholders in respect of the surplus assets (if any) of the Issuer remaining in any Winding-Up following payment of all amounts due in respect of the liabilities of the Issuer including the Securities.

Although the Securities may pay a higher rate of interest than Securities which are not subordinated, there is a substantial risk that investors in the Securities will lose all or some of the value of their investment should the Issuer become insolvent.

32 *There are no events of default under the Securities and rights of enforcement are limited*

The Conditions will not provide for events of default allowing acceleration of the Securities. Accordingly, if the Issuer fails to make a payment that has become due under the Securities, investors will not have the right to accelerate the Prevailing Principal Amount of the Securities. Upon a payment default by the Issuer, the sole remedy against the Issuer available to the Trustee or (where the Trustee has failed to proceed against the Issuer as provided in the Conditions) any Holder will be to institute proceedings for the Winding-Up. The Trustee may claim in any Winding-Up (whether or not such Winding-Up is instituted by the Trustee) and claim in such Winding-Up for the amounts provided in Condition 3*(c)*, and may take no other or further action to enforce, prove or claim for such payment. The Issuer (other than in a Winding-Up) will not be obliged to pay any sum or sums sooner than the same would otherwise have been due and payable by it.

33 *The Issuer may at any time elect, and in certain circumstances shall be required, not to make interest payments on the Securities*

The Issuer may at any time elect, in its sole and full discretion, to cancel any interest payment (in whole or in part) on the Securities otherwise scheduled to be paid on any date. Additionally, the Relevant Authority has the power under Article 104 of the CRD Directive to restrict or prohibit payments by an issuer of interest to holders of Additional Tier 1 instruments (such as the Securities).

Furthermore, interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made if and to the extent that payment of such interest otherwise due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable) would: (i) when aggregated with other specified interest payments or distributions, exceed the Distributable Items of the Issuer as at such date, (ii) result in the Solvency Condition not being satisfied with respect to payment of such interest amount (or part thereof), or (iii) cause, when aggregated with other distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive as amended or replaced), or referred to in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated if the Group is failing to meet any relevant requirement or any buffers relating to such requirements (in each case to the extent then applicable to the Group), the Maximum Distributable Amount then applicable to the Group to be exceeded.

Further legislation changes in the EU may include additional cancellation features that will require the Issuer to cancel interest amounts, such as breaching MREL requirements subject to a potential nine-month grace period whereby the resolution authority assesses on a monthly basis whether to exercise its powers under the provision before such resolution authority is obliged to exercise its powers under the provisions (subject to certain limited exceptions).

In addition, if a Trigger Event occurs, any accrued and unpaid interest up to (but excluding) the Write Down Date shall be automatically and irrevocably cancelled.

With respect to cancellation of interest due to insufficient Distributable Items, see also Risk Factor 34 "*The level of the Issuer's Distributable Items is affected by a number of factors and insufficient Distributable Items will restrict the ability of the Issuer to make interest payments on the Securities*" below. With respect to cancellation of interest due to the application of a Maximum Distributable Amount, see also Risk Factor 35 "*CRD includes capital requirements that are in addition to the minimum capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Securities in certain*

circumstances, in which case the Issuer will automatically cancel such interest payments" below. With respect to the Group's CET1 ratio, see also Risk Factor 38 "*The circumstances surrounding or triggering a Write Down are unpredictable, and there are a number of factors that could affect the CET1 Ratio*" and Risk Factor 39 "*The CET1 Ratio will be affected by the Group's business decisions and, in making such decisions, the Group's interests may not be aligned with those of the holders of the Securities*" below.

It is the Issuer's policy that, whenever exercising its discretion to declare any distribution in respect of its ordinary shares, or its discretion to cancel interest on the Securities or any other Additional Tier 1 instruments, it will take into account the relative ranking of solely the ordinary shares, the Securities and any other Additional Tier 1 instruments and no others in its capital structure. The Issuer reserves the right to depart from this policy at its sole discretion at any time and in any circumstance.

Any interest payment (or, as the case may be, part thereof) not paid on any scheduled payment date in accordance with the Conditions shall be cancelled, shall not accumulate and will not become due or payable at any time thereafter. A cancellation of interest in accordance with the Conditions will not constitute a default of the Issuer under the Securities for any purpose, nor shall it impose any contractual restrictions (such as dividend stoppers) or any other obligation on the Issuer. Any actual or anticipated cancellation of interest on the Securities will likely have an adverse effect on the market price of the Securities. In addition, as a result of the interest cancellation provisions of the Securities, the market price (if any) of the Securities may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such cancellation and may be more sensitive generally to adverse changes in the Issuer's or the Group's financial condition. Any indication that the CET1 Ratio is trending towards the combined capital buffer requirement (the level at which the Maximum Distributable Amount restriction under the CRD Directive becomes relevant) may have an adverse effect on the market price of the Securities.

Under Article 141(2) (Restrictions on distributions) of the CRD Directive, EU Member States must require that institutions that fail to meet the combined buffer requirement (broadly, the combination of the capital conservation buffer, the institution-specific countercyclical capital buffer and the higher of (depending on the institution), the systemic risk buffer, the global systemically important institutions buffer and the other systemically important institutions buffer, in each case as applicable to the institution) will be subject to restricted discretionary payments (which are defined broadly by CRD as distributions in connection with CET1 capital, payments on Additional Tier 1 Capital instruments (including interest amounts on the Securities) and payments of discretionary staff remuneration).

In the event of a breach of the combined buffer requirement, the restrictions under article 141(2) CRD Directive will be scaled according to the extent of the breach of the combined buffer requirement and calculated as a percentage of the institution's profits. Such calculation will result in a Maximum Distributable Amount in each relevant period.

Maximum Distributable Amount restrictions ("**MDA restrictions**") would need to be calculated for each separate level of supervision. It follows that for the Issuer, MDA restrictions should be calculated at Group consolidated level. For each such level of supervision, the level of restriction under article 141(2) CRD Directive will be scaled according to the extent of the breach of the combined buffer requirement applicable at such level and calculated as a percentage of the respective profits calculated at such level.

CRR II and BRRD II extend the scope of the MDA restrictions, with the original restrictions based on risk-weighted capital requirements being extended also to include restrictions based on leverage requirements for certain institutions and restrictions based on MREL requirements. CRR II and BRRD II, respectively, provide for the following:

(i) *leverage-based MDA*: an institution that is designated as a 'global systemically important institution' ("**GSII**") that: (A) meets an applicable leverage ratio buffer shall not be entitled to make any distribution

in connection with tier 1 capital to the extent this would decrease its tier 1 capital to a level where the leverage ratio buffer requirement is no longer met; and (B) is failing to meet an applicable leverage ratio buffer shall calculate a leverage ratio-based maximum distributable amount (the "**L-MDA**") and must not make discretionary payments (payments relating to Common Equity Tier 1 capital instruments, Additional Tier 1 instruments (such as the Securities) and variable remuneration) which would, in aggregate, exceed such L-MDA. As with the MDA, the L-MDA restrictions will be scaled according to the extent of the breach of the leverage buffer requirement and calculated by reference to the institution's distributable profits; and

(ii) *MREL-based MDA*: where an institution is failing to meet its buffer requirements as a result of its MREL requirement (but would meet its buffer requirements but for its MREL requirement), the relevant resolution authority, having considered certain specified factors, will be entitled (and, if non-compliance continues for an extended period, may, subject to certain exceptions, be required) to prohibit such institution from distributing more than a maximum distributable amount determined by reference to its MREL requirement (the "**M-MDA**") by way of discretionary payments (payments relating to Common Equity Tier 1 capital instruments, Additional Tier 1 instruments (such as the Securities) and variable remuneration). As with the MDA and the L-MDA, the M-MDA restrictions will be scaled according to the extent of the breach of the buffer requirement (when having regard to MREL requirements) and calculated by reference to the institution's distributable profits.

Whilst the Issuer is not presently designated as a GSII, it is possible that L-MDA restrictions could be extended to other systemically important institutions over time, which may include the Issuer.

Such calculation(s) will result in a maximum distributable amount in each relevant period. As an example, the scaling is such that in the bottom quartile of the combined buffer requirement, no discretionary distributions will be permitted to be paid. As consequence, in the event of breach of the combined buffer requirement it may be necessary to reduce payments that would, but for the breach of the combined buffer requirement, be discretionary, including potentially exercising the Issuer's discretion to cancel (in whole or in part) interest payments in respect of the Securities. In such circumstances, the aggregate amount of distributions which the Issuer can make on account of dividends, interest payments, write-up amounts and redemption amounts on its Tier 1 instruments (including the Securities) and certain bonuses will be limited.

34 ***The level of the Issuer's Distributable Items is affected by a number of factors and insufficient Distributable Items will restrict the ability of the Issuer to make interest payments on the Securities***

Interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made, if and to the extent that the amount of such interest payment otherwise due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable), when aggregated with other relevant stipulated payments or distributions, exceed the Distributable Items of the Issuer.

Distributable Items are defined under Article 4(1)(128) of the CRR as follows: "the amount of the profits at the end of the last financial year plus any profits brought forward and reserves available for that purpose, before distributions to holders of own funds instruments, less any losses brought forward, any profits which are non-distributable pursuant to Union or national law or the institution's by-laws and any sums placed in non-distributable reserves in accordance with national law or the statutes of the institution, in each case with respect to the specific category of own funds instruments to which Union or national law, institutions' by-laws, or statutes relate; such profits, losses and reserves being determined on the basis of the individual accounts of the institution and not on the basis of the consolidated accounts".

As at 30 September 2024, the Issuer had Distributable Items in excess of €5.0 billion. As a holding company, the level of the Issuer's Distributable Items is affected by a number of factors, principally its ability to receive funds, directly or indirectly, from its operating subsidiaries in a manner which creates Distributable Items for the Issuer. The Issuer is also reliant on the receipt of funding from its subsidiaries for funding the payment of interest on the Securities. Consequently, the level of the Issuer's Distributable Items and available funding, and therefore its ability to make interest payments under the Securities, are a function of the Issuer's existing Distributable Items, future profitability of the Group and the ability of the Issuer's operating subsidiaries to distribute or dividend profits up the Group structure to the Issuer. In addition, the Issuer's Distributable Items available for making payments to Holders may also be adversely affected by the servicing of other instruments issued by the Issuer or by Group subsidiaries.

The level of the Issuer's Distributable Items may be further affected by changes to regulation or the requirements and expectations of applicable regulatory authorities. Any such potential changes could adversely affect the Issuer's Distributable Items in the future.

Further, the Issuer's Distributable Items and its available funding, and therefore the Issuer's ability to make interest payments under the Securities, may be adversely affected by the performance of the business of the Group in general, factors affecting its financial position (including capital and leverage), the economic environment in which the Group operates and other factors outside of the Issuer's control. Adverse changes in the performance of the business of the Group could result in an impairment of the carrying value of the Issuer's investment in the Group, which could affect the level of the Issuer's Distributable Items. In addition, adjustments to earnings, as determined by the Board, may fluctuate significantly and may materially adversely affect Distributable Items.

In addition, the ability of the Issuer's subsidiaries to make distributions and the Issuer's ability to receive distributions and other payments from its investments in other entities is subject to applicable laws and other restrictions, including such subsidiaries' respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws.

35 *CRD includes capital requirements that are in addition to the minimum capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Securities in certain circumstances, in which case the Issuer will automatically cancel such interest payments*

Interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made, if and to the extent that the amount of such interest payment due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable) would cause, when aggregated together with other distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive as amended or replaced), or referred to in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated if the Group is failing to meet any relevant requirement or any buffers relating to such requirements (in each case to the extent then applicable to the Group), the Maximum Distributable Amount then applicable to the Group to be exceeded.

Under CRD, institutions are required to hold a minimum amount of regulatory capital equal to 8 per cent. of risk weighted assets (of which at least 4.5 per cent. must be Common Equity Tier 1 Capital). In addition to these so-called minimum "own funds" requirements, CRD (at Article 128 and following) also introduced capital buffer requirements that are in addition to the minimum "own funds" requirements and are required to be met with Common Equity Tier 1 Capital. It introduced five capital buffers: (i) the capital conservation buffer, (ii) the institution-specific countercyclical buffer, (iii) the global systemically important institutions buffer, (iv) the

other systemically important institutions buffer and (v) the systemic risk buffer. The capital conservation buffer (2.5 per cent.) applies to the Issuer and the Group. Some of the other buffers may be applicable to the Group from time to time as determined by the Relevant Authority.

As well as the "Pillar 1" capital requirements described above, CRD (for example, at Article 104(1)(a)) contemplates that competent authorities may require additional "Pillar 2" capital to be maintained by an institution relating to elements of risks which are not fully captured by the minimum "own funds" requirements ("additional own funds requirements") or to address macro-prudential requirements.

The EBA published guidelines on 19 December 2014 addressed to national supervisors on common procedures and methodologies for SREP which contained guidelines proposing a common approach to determining the amount and composition of additional own funds requirements and which was to be implemented by 1 January 2016. Under these guidelines, national supervisors should set a composition requirement for the additional own funds requirements to cover certain risks of at least 56 per cent. Common Equity Tier 1 Capital and at least 75 per cent. Tier 1 Capital. The guidelines also contemplate that national supervisors should not set additional own funds requirements in respect of risks which are already covered by capital buffer requirements and/or additional macro-prudential requirements. There has been an update to the SREP procedures and methodologies to reflect the updates to the Pillar 2 requirements. This was published on 19 July 2018 and effective 1 January 2019.

There can also be no assurance as to the manner in which additional own funds requirements may be disclosed publicly in the future. Whilst the Issuer will in the ordinary course of its communications with investors in all classes of its capital instruments, endeavour to provide reasonable clarity with respect to its minimum own funds capital requirements and any "Pillar 2" additional own funds requirements imposed on it by the Relevant Authority, the Relevant Authority may seek to impose restrictions on any such disclosure of "Pillar 2" additional own funds requirements and there can be no assurance that such restrictions will not cease to apply or, if they do, as to the consequences of any such publication.

Under Article 141 of the CRD Directive, EU Member States must require that institutions that fail to meet the "combined buffer requirement" (broadly, the combination of the capital conservation buffer, the institution-specific counter-cyclical buffer and the higher of (depending on the institution) the systemic risk buffer, the global systemically important institutions buffer and the other systemically important institutions buffer, in each case as applicable to the institution) will be subject to restricted "discretionary payments" (which are defined broadly by CRD as distributions in connection with Common Equity Tier 1 Capital, payments on Additional Tier 1 instruments (including interest amounts on the Securities) and payments of variable remuneration if the obligation to pay was created at a time when the institution failed to meet the combined buffer requirements). The restrictions will be scaled according to the extent of the breach of the "combined buffer requirement" and calculated as a percentage of the profits of the institution since the most recent decision on the distribution of profits or "discretionary payment". Such calculation will result in a "maximum distributable amount" in each relevant period. As an example, the scaling is such that in the bottom quartile of the "combined buffer requirement", no "discretionary distributions" will be permitted to be paid. As a consequence, in the event of breach of the combined buffer requirement it may be necessary to reduce discretionary payments, including potentially exercising the discretion to cancel (in whole or in part) interest payments in respect of the Securities. Further, there can be no assurance that the Group's combined buffer requirement specifically, or the Group's other capital requirements more generally including but not limited to regulatory direction on model parameters, will not be increased in the future, which may exacerbate the risk that "discretionary payments", including payments of Interest on the Securities, are cancelled or that future regulation may alter the circumstances in which payments of interest on the Securities must be cancelled.

The Group's capital requirements are, by their nature, calculated by reference to a number of factors any one of which or combination of which may not be easily observable or capable of calculation by investors. Holders

of the Securities may not be able to predict accurately the proximity of the risk of discretionary payments (of Interest and principal) on the Securities being prohibited from time to time as a result of the operation of Article 141 of the CRD Directive.

In addition, CRD includes a requirement for credit institutions to calculate, report, monitor and publish their leverage ratios, defined as their Tier 1 capital as a percentage of their total exposure measure.

There can be no assurance, however, that the leverage ratio specified above, or any of the minimum own funds requirements, additional own funds requirements or buffer capital requirements applicable to the Group will not be amended in the future to include new and more onerous capital requirements, which in turn may affect the Issuer's capacity to make payments of interest on the Securities.

36 *The Securities may be traded with accrued interest, but under certain circumstances described above, such interest may be cancelled and not paid on the relevant Interest Payment Date*

The Securities may trade, and/or the prices for the Securities may appear, on the GEM and in other trading systems with accrued interest. If this occurs, purchasers of Securities in the secondary market will pay a price that reflects such accrued interest upon purchase of the Securities. However, if a payment of interest on any date is cancelled (in whole or in part) as described herein and thus is not due and payable, purchasers of such Securities will not be entitled to that interest payment (or, if the Issuer elects to make a payment of a portion, but not all, of such interest payment, the portion of such interest payment not paid) on the relevant date.

37 *Upon the occurrence of a Trigger Event, Holders may lose all or some of the value of their investment in the Securities*

The Securities are issued for capital adequacy regulatory purposes with the intention and purpose of being eligible as Additional Tier 1 Capital of the Group. Such eligibility depends upon a number of conditions being satisfied, which are reflected in the Conditions. One of these relates to the ability of the Securities and the proceeds of their issue to be available to absorb any losses of the Group. Accordingly, if, at any time, a Trigger Event occurs: (a) the Prevailing Principal Amount of each Security shall be immediately and mandatorily Written Down by the Write Down Amount; and (b) all accrued and unpaid interest up to (and including) the Write Down Date (whether or not such interest has become due for payment) shall be automatically and irrevocably cancelled.

A Trigger Event will occur if the CET1 Ratio of the Group falls below seven per cent. The Issuer intends to calculate and publish the CET1 Ratio on at least a semi-annual basis. As at 30 September 2024, the CET1 Ratio was 14.9 per cent.

Although Condition 6*(d)* permits the Issuer in its sole and full discretion to reinstate Written Down principal amounts if certain conditions (further described therein) are met, the Issuer is under no obligation to do so. Moreover the Issuer will only have the option to Write Up the principal amount of the Securities if, at a time when the Prevailing Principal Amount is less than the Initial Principal Amount, it records positive net income and (to the extent permitted by the then prevailing Regulatory Capital Requirements) positive consolidated net income, and if the Maximum Distributable Amount (if any) (after taking account of (x) any other relevant distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive, as amended or replaced) or in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated and which are required under prevailing Regulatory Capital Requirements to be taken into account for this purpose and (y) the applicable requirements of Article 21.2(f) of the CRD Supplementing Regulation, as amended or replaced) would not be exceeded as a result of the Write Up.

No assurance can be given that these conditions will ever be met, or that the Issuer will ever Write Up the principal amount of the Securities following a Write Down. Furthermore, any Write Up must be undertaken on a *pro rata* basis with any other securities of any member of the Group that have terms permitting a principal write up to occur on a basis similar to that set out in Condition 6*(d)* in the circumstances then existing.

During the period of any Write Down pursuant to Condition 6, interest will accrue on the Prevailing Principal Amount of the Securities, which shall be lower than the Initial Principal Amount unless and until the Securities are subsequently Written Up in full. Furthermore, in the event that a Write Down occurs during an Interest Period, any interest accrued but not yet paid until the occurrence of such Write Down will be cancelled and, if not cancelled in accordance with Condition 5, the interest amount payable on the Interest Payment Date immediately following such Interest Period shall be calculated on the Prevailing Principal Amount resulting from the Write Down. See generally Condition 4*(b)*.

Holders may lose all or some of their investment as a result of a Write Down. If any order is made by any competent court for the Winding-Up, or if the Issuer is liquidated for any other reason prior to the Securities being written up in full pursuant to Condition 6*(d)*, Holders' claims for principal and interest will be based on the reduced Prevailing Principal Amount of the Securities. Holders' claims for principal and interest will also be based on the reduced Prevailing Principal Amount of the Securities in the event that the Issuer exercises its option to redeem the Securities upon the occurrence of a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event in accordance with Conditions 7*(d)*, *(e)* and *(f)* at a time when the Securities have been Written Down and not subsequently Written Up.

In addition, in certain circumstances the Maximum Distributable Amount will impose a cap on the Issuer's ability to pay interest on the Securities, on the Issuer's ability to reinstate the Prevailing Principal Amount of the Securities following a Write Down and on its ability to redeem or repurchase Securities.

Further, refer to Risk Factor 27 "*The BRRD contains resolution tools and other measures that may have a material adverse effect on the Group and the Holders*" above.

The market price of the Securities is expected to be affected by fluctuations in the Group's CET1 Ratio. Any indication that the Group's CET1 Ratio is approaching the level that would trigger a Trigger Event may have an adverse effect on the market price of the Securities.

The occurrence of a Trigger Event is inherently unpredictable and depends on a number of factors, which may be outside the control of the Issuer or the Group. Accordingly, investors may be unable to accurately predict if and when a Trigger Event may occur. See Risk Factor 38 "*The circumstances surrounding or triggering a Write Down are unpredictable, and there are a number of factors that could affect the CET1 Ratio*" below.

38 *The circumstances surrounding or triggering a Write Down are unpredictable, and there are a number of factors that could affect the CET1 Ratio*

The occurrence of a Trigger Event is inherently unpredictable and depends on a number of factors, which may be outside the control of the Issuer. Moreover, because the Relevant Authority may instruct the Issuer to calculate the Group's CET1 Ratio as at any date, a Trigger Event could occur at any time, including if the Issuer is subject to recovery and resolution actions by the relevant resolution authority, or the Issuer might otherwise determine to calculate such ratio in its own discretion. Moreover, the relevant resolution authority is likely to allow a Trigger Event to occur rather than to resort to the use of public funds to provide capital to the Issuer and the Group. Additionally the resolution authority may permanently write down the Securities at the point of non-viability of the Issuer or the Group, and this may occur prior to a Trigger Event (see Risk Factor 27 "*The BRRD contains resolution tools and other measures that may have a material adverse effect on the Group and the Holders*" above for further information).

The Group's CET1 Ratio may fluctuate. The calculation of such ratios could be affected by one or more factors, including, among other things, changes in the mix of the Group's business, major events affecting its earnings, distributions by the Issuer, regulatory changes (including changes to definitions and calculations of the CET1 Ratio and its components, including Common Equity Tier 1 Capital and risk weighted assets (including as a result of the operation of any applicable output floors), in each case on either an individual or a consolidated basis, and the unwinding of transitional provisions under CRD) and the Group's ability to manage risk weighted assets in both its on-going businesses and those which it may seek to exit. In addition, the Group has capital resources and risk weighted assets denominated in foreign currencies, and changes in foreign exchange rates will result in changes in the euro equivalent value of foreign currency denominated capital resources and risk weighted assets. As a result, the Group's CET1 Ratio is exposed to foreign currency movements. It is Group policy to manage structural foreign exchange risk by ensuring that the currency composition of its risk weighted assets and its structural net asset position by currency are broadly similar. This is designed to minimise the impact of the exchange rate movements on the principal capital ratios.

The calculation of the Group's CET1 Ratio may also be affected by changes in applicable accounting rules, or by changes to regulatory adjustments which modify the regulatory capital impact of accounting rules. Moreover, even if changes in applicable accounting rules, or changes to regulatory adjustments which modify accounting rules, are not yet in force as at the relevant calculation date, the Relevant Authority could require the Issuer to reflect such changes in any particular calculation of the Group's CET1 Ratio.

Accordingly, accounting changes or regulatory changes may have a material adverse impact on the Issuer's and the Group's calculations of regulatory capital, including Common Equity Tier 1 Capital and risk weighted assets and the Group's CET1 Ratio.

It will be difficult to predict when, if at all, a Trigger Event and subsequent Write Down may occur. Accordingly, the trading behaviour of the Securities is not necessarily expected to follow the trading behaviour of other types of securities. Any indication that a Trigger Event and subsequent Write Down may occur can be expected to have a material adverse effect on the market price (if any) of the Securities.

39 *The CET1 Ratio will be affected by the Group's business decisions and, in making such decisions, the Group's interests may not be aligned with those of the holders of the Securities*

As discussed in Risk Factor 38 "*The circumstances surrounding or triggering a Write Down are unpredictable, and there are a number of factors that could affect the CET1 Ratio*" above, the Group's CET1 Ratio could be affected by a number of factors. The Group's CET1 Ratio will also depend on the Group's decisions relating to its businesses and operations, as well as the management of its capital position. Neither the Issuer nor the Group will have any obligation to consider the interests of the holders of the Securities in connection with its strategic decisions, including in respect of its capital management. Holders of the Securities will not have any claim against the Issuer or any other member of the Group relating to decisions that affect the business and operations of the Issuer or the Group, including the Issuer's or the Group's capital position, regardless of whether they result in the occurrence of a Trigger Event. Such decisions could cause holders of the Securities to lose all or part of the value of their investment in the Securities.

40 *There is no scheduled redemption date for the Securities and Holders have no right to require redemption*

The Securities are undated securities in respect of which there is no fixed redemption or maturity date. The Issuer is under no obligation to redeem the Securities at any time and the Holders have no right to require the Issuer or any member of the Group to redeem or purchase any Securities at any time. Any redemption of the Securities and any purchase of any Securities by the Issuer or any of its subsidiaries will be subject always to the prior approval of the Relevant Authority and to compliance with prevailing prudential requirements, and

the Holders may not be able to sell their Securities in the secondary market (if at all) at a price equal to or higher than the price at which they purchased their Securities. Accordingly, investors in the Securities should be prepared to hold their Securities for a significant period of time.

41 *The Securities are subject to early redemption at their Prevailing Principal Amount (which may be less than par) upon the occurrence of certain events*

Subject to the prior approval of the Relevant Authority and to compliance with prevailing prudential requirements, the Issuer may, at its option, (a) redeem all (but not some only) of the Securities at any time at their Prevailing Principal Amount (which may be less than par, including, in the case of a redemption upon the occurrence of a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event, when the Securities have been Written Down and not subsequently Written Up) plus interest accrued and unpaid (excluding interest that has been cancelled in accordance with the Conditions) from and including the immediately preceding Interest Payment Date up to but excluding the redemption date, (i) upon the occurrence of a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event, which is continuing or (ii) subject to the Prevailing Principal Amount of each Security being equal to its Initial Principal Amount, on any day falling in the period commencing on (and including) 14 July 2031 and ending on (and including) the First Reset Date, or on any Interest Payment Date thereafter or (b) at any time redeem all (but not some only) of the Securities at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with the Conditions) to (but excluding) the date fixed for redemption if 75 per cent. or more of the aggregate principal amount of the Securities originally issued has been purchased by the Issuer or by others for the Issuer's account and cancelled.

An optional redemption feature is likely to limit the market value of the Securities. During any period when the Issuer may elect to redeem the Securities, or when there is a perception that the Issuer is able to elect to redeem the Securities, the market value of the Securities generally will not rise substantially above the price at which they can be redeemed.

If the Issuer redeems the Securities in any of the circumstances mentioned above, there is a risk that the Securities may be redeemed at times when the redemption proceeds are less than the current market value of the Securities or when prevailing interest rates may be relatively low, in which latter case Holders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

42 *Limitation on gross-up obligation under the Securities*

AIB's obligation to pay additional amounts in respect of any withholding or deduction for or on account of Irish taxes under the terms of the Securities (which is subject to the Solvency Condition and the availability of Distributable Items) and applies only to payments of interest due and payable under the Securities and not to payments of principal (which term, for these purposes, includes the Prevailing Principal Amount and any other amount (other than interest) payable in respect of the Securities). As such, AIB would not be required to pay any additional amounts under the terms of the Securities to the extent any withholding or deduction for or on account of Irish tax is applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under any Securities, Holders would, upon repayment or redemption of such Securities, be entitled to receive only the net amount of such redemption or repayment proceeds after deduction of the amount required to be withheld. Therefore, Holders may receive less than the full amount due under the Securities, and the market value of the Securities may be adversely affected as a result.

43 *A Holder's actual yield on the Securities may be reduced from the stated yield by transaction costs*

When Securities are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Securities. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional domestic or foreign parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Holders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Holders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Securities before investing in the Securities.

Please refer also to Risk Factor 33 "*The Issuer may at any time elect, and in certain circumstances shall be required, not to make interest payments on the Securities*" above.

44 *Substitution or variation of the Securities*

Following the occurrence of a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event, AIB may, subject as provided in Condition 7*(h)* and without the need for any consent of the Holders, substitute all (but not some only) of the Securities for, or vary the terms of the Securities so that they remain or become, Compliant Securities.

While Compliant Securities must otherwise contain terms that are not materially less favourable to Holders than the original terms of the Securities, there can be no assurance that the terms of any Compliant Securities will be viewed by the market as equally favourable to Holders, or that such Compliant Securities will trade at prices that are equal to the prices at which the Securities would have traded on the basis of their original terms.

No assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax and stamp duty consequences of holding such substituted or varied Securities could be different for some categories of Holders from the tax and stamp duty consequences for them of holding such Securities prior to such substitution or variation.

45 *The interest rate on the Securities will be reset on each Reset Date, which may affect the market value of the Securities*

The Securities will initially earn interest at a fixed rate of interest to, but excluding, the First Reset Date. From, and including, the First Reset Date, however, and every Reset Date thereafter, the interest rate will be reset to the Reset Rate of Interest (as described in Condition 4*(d)*). This reset rate could be less than the Initial Fixed Interest Rate and/or the interest rate that applies immediately prior to such Reset Date, which could affect the amount of any interest payments under the Securities and so the market value of an investment in the Securities.

46 *No limitation on issuing senior or pari passu securities*

There is no restriction on the amount of securities which the Issuer may issue, nor on the amount of any other obligations it may assume, which rank senior to, or *pari passu* with, the Securities. The issue of any such securities and/or the assumption of any such other obligations may reduce the amount recoverable by Holders on a Winding-Up of the Issuer and/or may increase the likelihood of a cancellation of interest amounts under the Securities.

47 *No rights of set-off*

Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation, counterclaim, netting or retention in respect of any amount owed to it by AIB in respect of, arising under or in connection with the Securities or the Trust Deed and each Holder shall, by virtue of its holding of any such Security (or any beneficial interest therein), be deemed, to the fullest extent permitted under applicable law, to have waived all such rights of set-off, compensation, counterclaim, netting or retention and therefore any such Holder will not be able to exercise, claim or plead any right of set-off, compensation, counterclaim, netting or retention in respect of any amount owed to it by the Issuer in respect of, arising under or in connection with the Securities, or the Trust Deed. This could have an adverse impact on the counterparty risk for such Holders in the event that the Issuer were to become insolvent.

48 ***The regulation and reform of "benchmarks" may adversely affect the value of the Securities***

Interest rates and indices which are deemed to be "benchmarks" are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on securities linked to or referencing such a "benchmark". Regulation (EU) 2016/1011 (as amended, the "**EU Benchmarks Regulation**") was published in the Official Journal of the European Union on 29 June 2016 and became applicable from 1 January 2018. The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the UK. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-UK-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by UK supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-UK based, not deemed equivalent or recognised or endorsed).The potential elimination of the EURIBOR benchmark, or changes in the manner of administration of the benchmark, could (as it forms part of the calculation for the Reset Reference Rate) require an adjustment to the terms and conditions, or result in other consequences, in respect of the Securities. Such factors may have the following effects: (i) discourage market participants from continuing to administer or contribute to EURIBOR, (ii) trigger changes in the rules or methodologies used in EURIBOR or (iii) lead to the disappearance of EURIBOR. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Securities.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation in making any investment decision with respect to the Securities.

The Conditions provide for certain fallback arrangements in the event that EURIBOR or other relevant reference rates (including, without limitation, mid-swap rates) and including any page on which such Benchmark may be published (or any successor service)), becomes unavailable or a Benchmark Event otherwise occurs, including the possibility that the rate of interest could be set by reference to a successor rate or an alternative reference rate and that such successor rate or alternative reference rate may be adjusted (if required), all as determined by the Issuer in consultation with an Independent Adviser, acting in good faith in a

commercially reasonable manner. Any adjustment spread could be positive, negative or zero. In making such determinations, it is possible that the interests of the Issuer may not align with those of the Holders. No Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to cause the then current or future disqualification of the Securities as Additional Tier 1 Capital. In certain circumstances the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the rate of interest being determined using the Original Reference Rate last displayed on the relevant Screen Page prior to the relevant Reset Determination Date effectively resulting in the application of a fixed rate of interest.

Any such consequences could have a material adverse effect on the trading market for, liquidity of, value of and return on the Securities. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Securities or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Securities. Investors should consider these matters when making their investment decision with respect to the Securities.

49 *Meetings of Holders, modification and substitution*

The Conditions will contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

Holders of beneficial interests in the Global Certificate will not have a direct right to vote in respect of the Securities. Instead, such Holders are permitted to act only to the extent that they are enabled by Euroclear and/or Clearstream, Luxembourg to appoint appropriate proxies.

In addition, the Trustee may agree, without the consent of the Holders, to (i) any modification of the Conditions or of any other provisions of the Trust Deed or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Trustee, proven, (ii) any other modification to (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach of any of the Conditions or of the provisions of the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders and (iii) the substitution of a successor in business of the Issuer, a subsidiary of the Issuer or a successor in business thereof as principal debtor under the Trust Deed and the Securities in place of the Issuer, in the circumstances described in Condition 12*(c)*.

Further, pursuant to Condition 4*(i)*, certain changes may be made to the interest calculation provisions of the Securities in the circumstances set out in Condition 4 without the requirement for consent of the Holders.

50 *European Monetary Union*

The Eurozone sovereign debt crisis has led to continuing and increased speculation that one or more Eurozone countries might abandon the euro as its national currency and even, although generally thought of as an extreme circumstance, the possible disappearance of the euro as a currency. There is a great deal of legal uncertainty surrounding these possibilities but it is likely, in the event that Ireland were to abandon the euro as its national currency, that contracts denominated in euro, including the Securities, would be redenominated into whatever currency replaced the euro as the national currency of Ireland with the possibility of consequent foreign exchange risk and the other uncertainties attendant on such an eventuality constituting risks relating to the Securities.

51 *Change of law*

The Conditions will be governed by the laws of Ireland. No assurance can be given as to the impact of any possible judicial decision or change to the laws of Ireland or applicable administrative practice after the date of these Listing Particulars. Such changes in law may include, but are not limited to, the introduction of a variety of statutory resolution and loss absorption tools and regulatory and resolution capital requirements (including the CRR II and BRRD II) which may affect the rights of Holders. Such tools may include the ability to write off sums otherwise payable on the Securities. The Securities will be subject to Irish Statutory Loss Absorption Powers (see Condition 18*(c)*).

52 *The Securities are not protected under any deposit protection scheme*

Under the European Communities (Deposit Guarantee Schemes) Regulations 2015, the Central Bank operates a statutory depositor protection scheme. Any investment in the Securities does not have the status of a bank deposit and is not subject to the deposit protection scheme operated by the Central Bank.

Risks Relating to the Market Generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

53 *Interest rate risks*

An investment in the Securities, which bear interest at a fixed rate (reset every five years), involves the risk that subsequent changes in market interest rates may adversely affect their value. The rate of interest will be set every five years, and as such reset rates are not pre-defined at the date of issue of the Securities, they may be different from the initial rate of interest and may adversely affect the yield of the Securities.

54 *The secondary market generally*

The Securities represent a new security for which no secondary trading market and there can be no assurance that one will develop. If a market does develop, it may not be liquid and may be sensitive to changes in financial markets. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Securities.

If a market for the Securities does develop, the trading price of the Securities may be subject to wide fluctuations in response to many factors, including those referred to in this risk factor, as well as stock market fluctuations and general economic conditions that may adversely affect the market price of the Securities. Publicly traded securities from time to time experience significant price and volume fluctuations that may be unrelated to the operating performance of the companies that have issued them, and such volatility may be increased in an illiquid market. If any market in the Securities does develop, it may become severely restricted, or may disappear, if the financial condition and/or the CET1 Ratio deteriorates such that there is an actual or perceived increased likelihood of the Issuer being unable, or where the Relevant Authority elects to direct the Issuer not, to pay interest on the Securities in full, or of the Securities being Written Down or otherwise subject to loss absorption under the Conditions or an applicable statutory loss absorption regime. In addition, the market price of the Securities may fluctuate significantly in response to a number of factors, some of which are beyond the Issuer's control, including:

- actual or expected variations in the Group's operating performance;
- any shortfall in revenue or net profit or any increase in losses from levels expected by market commentators;
- increases in capital expenditure compared with expectations;

- any perception that the Group's strategy is or may be less effective than previously assumed or that the Group is not effectively implementing any significant projects;
- changes in financial estimates by securities analysts;
- changes in market valuations of similar entities;
- announcements by the Group of significant acquisitions, strategic alliances, joint ventures, new initiatives, new services or new service ranges;
- regulatory matters, including changes in regulatory regulations or Central Bank requirements;
- additions or departures of key personnel; and
- future issues or sales of Securities or other securities.

Any or all of these events could result in material fluctuations in the price of Securities which could lead to investors losing some or all of their investment.

The issue price of the Securities might not be indicative of prices that will prevail in the trading market, and there can be no assurance that an investor would be able to sell its Securities at or near the price which it paid for them, or at a price that would provide it with a yield comparable to more conventional investments that have a developed secondary market.

Moreover, although the Issuer and any subsidiary of the Issuer can (subject to regulatory approval and compliance with prevailing prudential requirements) purchase Securities, they have no obligation to do so. Purchases made by the Issuer or any member of the Group could affect the liquidity of the secondary market of the Securities and thus the price and the conditions under which investors can negotiate these Securities on the secondary market.

In addition, Holders should be aware of the prevailing and widely reported global credit market conditions (which continue, to some extent, at the date of these Listing Particulars), whereby there has been a general lack of liquidity in the secondary market which, if it were to continue or worsen in future, could result in investors suffering losses on the Securities in secondary resales even if there were no decline in the performance of the Securities or the assets of the Issuer. The Issuer cannot predict whether these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Securities and instruments similar to the Securities at that time.

Although application has been made for the Securities to be listed and admitted to trading on the GEM, there is no assurance that such application will be accepted or that an active trading market will develop.

55 *Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Securities in euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency or euro may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to euro would decrease (i) the Investor's Currency-equivalent yield on the Securities, (ii) the Investor's Currency-equivalent value of the principal payable on the Securities and (iii) the Investor's Currency-equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the

Securities. As a result, investors may receive less interest or principal than expected, or no interest or principal as measured in the Investor's Currency as measured in the Investor's Currency.

56 *Credit ratings may not reflect all risks*

The Securities are expected to be rated Ba1 by Moody's and BB- by S&P. The ratings may not reflect the potential impact of all risks related to structure, market, the additional factors discussed above, and other factors that may affect the value of the Securities. Further, one or more credit rating agencies may from time to time release unsolicited credit ratings reports in relation to the Securities without the consent or knowledge of AIB. AIB does not have any control over such reports or analyses and any adverse credit rating of the Securities could adversely affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, EU regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

If the status of Moody's or of S&P changes for the purposes of the EU CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EU or the UK, as applicable, and the Securities may have a different regulatory treatment, which may impact the value of the Securities and their liquidity in the secondary market.

57 *The Issuer is exposed to changing methodology by rating agencies*

The Issuer is exposed to changes in the rating methodologies applied by rating agencies. Any adverse changes of such methodologies may result in a change in the ratings given to AIB or the Securities which in turn may materially and adversely affect AIB's operations or financial condition and capital market standing.

58 *Legality of purchase*

Neither the Issuer nor any of its affiliates has or assumes responsibility for the lawfulness of the acquisition of the Securities by a prospective investor in the Securities, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Potential investors are further referred to the section headed "*Prohibition on Marketing and Sales to Retail Investors*" on pages iv and v of these Listing Particulars for further information.

59 *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Securities are investments in which it may legally invest, (ii) the Securities can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge by it of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be incorporated in, and form part of, these Listing Particulars:

(a) the unaudited condensed consolidated interim financial statements of AIB prepared in accordance with International Accounting Standard 34, "Interim Financial Reporting" as adopted by the EU as at and for the six months ended 30 June 2024, together with the review report thereon, as set out on pages 68 to 107 and page 108 (the "**2024 Interim Financial Statements**") of the half-year financial report of AIB for the six months ended 30 June 2024, which has been previously published;

(b) (i) the audited consolidated financial statements of AIB prepared in accordance with IFRS as adopted by the EU as at and for the financial year ended 31 December 2023, together with the audit report thereon as set out on pages 200 to 323 (the "**2023 Financial Statements**"), (ii) the sections titled "*A New Strategic Cycle*" and "*Measuring Our Performance*" on pages 20 and 21 respectively, (iii) the section entitled "*Operating and Financial Review*" on pages 34 to 48 and (iv) the sections titled "*Board of Directors*" and "*Our Executive Committee*" on pages 70 to 75, in each case, of the annual financial report of AIB for the year ended 31 December 2023 (the "**2023 Annual Financial Report**"), which has been previously published;

(c) the audited consolidated financial statements of AIB prepared in accordance with IFRS as adopted by the EU as at and for the financial year ended 31 December 2022, together with the audit report thereon as set out on pages 211 to 352 (the "**2022 Financial Statements**") of the annual financial report of AIB for the year ended 31 December 2022 (the "**2022 Annual Financial Report**"), which has been previously published;

(d) the 31 December 2023 Pillar 3 disclosures of the Group, which have been previously published; and

(e) the 31 December 2022 Pillar 3 disclosures of the Group, which have been previously published,

save that any statement contained herein, or in a document all or the relative portion of which is incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of these Listing Particulars to the extent that a statement contained herein or in any such document, all or the relative portion of which is deemed to be incorporated by reference herein, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of these Listing Particulars.

AIB will provide, without charge, to each person to whom a copy of these Listing Particulars has been delivered, upon the written request of any such person, a copy of any or all of the documents which, or portions of which, are incorporated herein by reference. Written requests for such documents should be directed to AIB at its registered office set out at the end of these Listing Particulars.

The documents referred to above are available electronically on AIB's website via the following links:

https://aib.ie/content/dam/frontdoor/investorrelations/docs/resultscentre/annualreport/2024/aib-group-plc-hyf-report-2024.pdf

https://aib.ie/content/dam/frontdoor/investorrelations/docs/resultscentre/annualreport/2023/AIB-Group-plc-AFR-Dec-2023.pdf

https://aib.ie/content/dam/frontdoor/investorrelations/docs/resultscentre/annualreport/2022/AIB-Group-plc-AFR-dec-2022.pdf

https://aib.ie/content/dam/frontdoor/investorrelations/docs/resultscentre/pillar3/AIB-Group-plc-Q4-2023-Pillar-3-Disclosures-pdf.pdf

https://aib.ie/content/dam/frontdoor/investorrelations/docs/resultscentre/pillar3/AIB-Group-plc-Q4-2022-Pillar-3-Disclosures.pdf

The Issuer's website and its contents are not otherwise incorporated into, and do not form part of, these Listing Particulars.

TERMS AND CONDITIONS OF THE SECURITIES

The following, subject to alteration and completion (and except for the paragraphs in italics which are for information purposes only and do not form part of the terms and conditions of the Securities), are the terms and conditions of the Securities which will be endorsed on each Certificate in definitive form (if issued).

The issue of the €700,000,000 Fixed Rate Reset Additional Tier 1 Perpetual Contingent Temporary Write Down Securities (the "**Securities**" which expression shall in these terms and conditions (the "**Conditions**"), unless the context otherwise requires, include any Further Securities issued pursuant to Condition 16) of AIB Group plc (the "**Issuer**") was authorised by a resolution of the Board of Directors of the Issuer passed on 12 December 2024.

The Securities are constituted by a trust deed (such trust deed as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 14 January 2025 between the Issuer and BNY Mellon Corporate Trustee Services Limited (the person or persons for the time being the trustee or trustees under the Trust Deed, the "**Trustee**") as trustee for the Holders (as defined below) of the Securities. These Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Securities.

Copies of the Trust Deed and of the agency agreement (the "**Agency Agreement**") dated 14 January 2025 relating to the Securities between the Issuer, The Bank of New York Mellon, London Branch as the initial principal paying agent (the person for the time being the principal paying agent under the Agency Agreement, the "**Principal Paying Agent**"), The Bank of New York Mellon, London Branch as the initial agent bank (the person for the time being the agent bank under the Agency Agreement, the "**Agent Bank**"), The Bank of New York Mellon SA/NV, Dublin Branch as the initial registrar (the person for the time being the registrar under the Agency Agreement, the "**Registrar**"), and the initial transfer agents named therein (the person(s) for the time being the transfer agent(s) under the Agency Agreement, the "**Transfer Agent(s)**"), and the Trustee, (i) are available for inspection during usual business hours at the registered office of the Issuer (being at the Issue Date at 10 Molesworth Street, Dublin 2, Republic of Ireland) and at the specified offices of the Principal Paying Agent, the Registrar and each of the Transfer Agents or (ii) may be provided by email to a Holder requesting a copy subject to the Principal Paying Agent, the Registrar and each of the Transfer Agents (as applicable) being supplied by the Issuer with electronic copies and to the Holder providing evidence of its identity and its holding of Securities satisfactory to, as applicable, the Principal Paying Agent, the Registrar or the relevant Transfer Agent.

The Holders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

1 Form, Denomination and Title

(a) Form and Denomination

The Securities are serially numbered in the Initial Principal Amounts of €200,000 and integral multiples of €1,000 in excess thereof.

The Securities are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2*(a)*, each Certificate shall represent the entire holding of Securities by the same Holder.

(b) Title

Title to the Securities shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the Holder of any Security shall be

deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the Certificate representing it or the theft or loss of such Certificate and no person shall be liable for so treating the Holder.

In these Conditions, "**Holder**" means the person in whose name a Security is registered.

2 Transfers of Securities

(a) Transfer

A holding of Securities may, subject to Condition 2*(d)*, be transferred in whole or in part upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate(s) representing such Securities to be transferred, together with the form of transfer endorsed on such Certificate(s) (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Securities to a person who is already a Holder, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding. All transfers of Securities and entries in the Register will be made in accordance with the detailed regulations concerning transfers of Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar, the Principal Paying Agent, the Transfer Agents and the Trustee. A copy of the current regulations will be made available by the Registrar to any Holder upon request in writing upon provision of proof of holding of Securities and identity (in a form satisfactory to the Registrar).

(b) Delivery of New Certificates

Each new Certificate to be issued pursuant to Condition 2*(a)* shall be available for delivery within three business days of receipt of a duly completed and executed form of transfer and surrender of the existing Certificate(s). Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate(s) shall have been made or, at the option of the Holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new Certificate(s) to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the relevant Transfer Agent or the Registrar (as the case may be) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2*(b)*, "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(c) Transfer Free of Charge

Certificates, on transfer, shall be issued and registered without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to such transfer (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(d) Closed Periods

No Holder may require the transfer of a Security to be registered (i) during the period of 15 days ending on (and including) the date on which the Securities are scheduled to be redeemed or substituted by the Issuer pursuant to Condition 7 or (ii) during the period of seven days ending on (and including) any Record Date.

3 Status and Subordination

(a) Status

The Securities constitute direct, unsecured, unguaranteed and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves. The rights and claims of Holders in respect of, or arising under, their Securities (including any damages awarded for breach of obligations in respect thereof) are subordinated as described in this Condition 3.

(b) Solvency Condition

Except in a Winding-Up, all payments in respect of, or arising from (including any damages awarded for breach of any obligations under), the Securities (other than payments to the Trustee for its own account under the Trust Deed) are, in addition to the right or obligation of the Issuer to cancel payments of interest under Condition 5 or Condition 6*(a)*, conditional upon the Issuer being solvent at the time of payment by the Issuer and no payments of principal, interest or other amounts shall be due and payable in respect of, or arising from, the Securities or the Trust Deed (other than payments to the Trustee for its own account under the Trust Deed) except to the extent that the Issuer could make such payment and still be solvent immediately thereafter (the "**Solvency Condition**").

For these purposes, the Issuer shall be considered to be solvent at a particular time if (x) it is able to pay its debts owed to its Senior Creditors as they fall due and (y) its Assets exceed its Liabilities.

A certificate as to the solvency of the Issuer signed by two Authorised Signatories (or if there is a winding-up or examinership of the Issuer, two authorised signatories of the liquidator or, as the case may be, the examiner of the Issuer) shall be treated and accepted by the Issuer, the Trustee and the Holders as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

Any payment of interest not due by reason of this Condition 3*(b)* shall not be or become payable at any time and shall be cancelled as provided in Condition 5*(f)*.

(c) Winding-Up

The rights and claims of the Holders (and of the Trustee on their behalf) against the Issuer are at all times subject to any mandatory provisions of applicable law (including Article 48(7) of BRRD as implemented in Ireland) and, subject thereto, are subordinated to the claims of Senior Creditors in that, if a Winding-Up occurs, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer but subject as provided in this Condition 3*(c)*), such amount, if any, as would have been payable to the Holder of such Security if, on the day prior to the commencement of the Winding-Up and thereafter, such Holder were the holder of one of a class of preference shares in the capital of the Issuer ("**Notional Preference Shares**") having an equal right to a return of assets in the Winding-Up to, and so ranking *pari passu* as to a return of assets in the Winding-Up with, the holders of the most senior class or classes of preference shares (if any) from time to time issued or which may be issued by the Issuer which have a preferential right to a return of assets in the Winding-Up over, and so rank ahead of, the holders of all other classes of issued shares for the time being in the capital of the Issuer but ranking

junior to the claims of Senior Creditors, on the assumption that the amount that such Holder was entitled to receive in respect of each Notional Preference Share on a return of assets in such Winding-Up was an amount equal to the Prevailing Principal Amount of the relevant Security together with any accrued but unpaid interest thereon (to the extent such interest has not been cancelled in accordance with these Conditions) and any damages awarded for breach by the Issuer of any obligations in respect of such Security, whether or not the Solvency Condition is satisfied on the date upon which the same would otherwise be due and payable (and, in the case of an examinership, on the assumption that such preference shareholders were entitled to claim and recover in respect of their preference shares to the same degree as in a winding-up or liquidation).

If a Winding-Up occurs on or after the occurrence of a Trigger Event, the Write Down Date shall be the earlier of (i) the date of such Winding-Up and (ii) the date specified as such by the Issuer pursuant to Condition 6.

(d) Set-off

Subject to applicable law, no Holder may exercise or claim or plead any right of set-off, compensation, counterclaim, netting or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Securities or the Trust Deed and each Holder will, by virtue of its holding of any Security (or any beneficial interest therein), be deemed, to the fullest extent permitted under applicable law, to have waived all such rights of set-off, compensation, counterclaim, netting or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder by the Issuer in respect of, or arising under or in connection with the Securities is discharged by set-off, such Holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its Winding-Up, the liquidator or, as appropriate, examiner of the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or, as appropriate, examiner of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

Condition 3(d) shall not be construed as indicating or acknowledging that any rights of set-off (including compensation, counterclaim or retention), counterclaim or netting would, but for Condition 3(d), otherwise be available to any Holder with respect to any Security.

4 Interest Payments

(a) Interest Rate

Subject to Conditions 3*(b)*, 5 and 6, the Securities bear interest on their Prevailing Principal Amount at the applicable Interest Rate from (and including) the Issue Date in accordance with the provisions of this Condition 4. "**Prevailing Principal Amount**" has the meaning given to it in Condition 19.

Subject to Conditions 3*(b)*, 5 and 6, during the Initial Fixed Rate Interest Period, interest shall be payable on the Securities semi-annually in arrear on each Interest Payment Date in equal instalments and shall amount to €30 per Calculation Amount, and thereafter interest shall be payable on the Securities semi-annually in arrear on each Interest Payment Date, in each case as provided in this Condition 4.

Where it is necessary to compute an amount of interest in respect of any Security for a period which is less than a complete Interest Period, the relevant day-count fraction shall be determined on the basis of the number of days in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the product of two times the actual number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last).

(b) Interest Accrual

Subject to Conditions 3*(b)*, 5 and 6, the Securities will cease to bear interest from (and including) the due date for redemption thereof pursuant to Condition 7*(c)*, *(d)*, *(e), (f) or (g)* or the date of substitution thereof pursuant to Condition 7*(h)*, as the case may be, unless, upon surrender of the Certificate representing any Security, payment of all amounts due in respect of such Security is not properly and duly made, in which event interest shall continue to accrue on the Prevailing Principal Amount of such Security, both before and after judgment, and shall be payable, as provided in these Conditions up to (but excluding) the Relevant Date. Interest in respect of any Security shall be calculated per Calculation Amount and the amount of interest per Calculation Amount shall, save as provided in Condition 4*(a)* in relation to equal instalments and subject to Conditions 3(*b*), 5 and 6, be equal to the product of the Calculation Amount, the relevant Interest Rate and the day-count fraction as described in Condition 4*(a)* for the relevant period, rounding the resultant figure to the nearest cent (half a cent being rounded upwards). Where the denomination of a Security is more than the Calculation Amount, the amount of interest payable in respect of each such Security, is the aggregate of the amounts (calculated as aforesaid) for each Calculation Amount comprising the denomination of the Security.

If, pursuant to Condition 6, the Prevailing Principal Amount of the Securities is Written Down or Written Up during an Interest Period, the Calculation Amount will be adjusted to reflect such Prevailing Principal Amount from time to time so that the relevant amount of interest is determined by reference to such Calculation Amount as adjusted from time to time and as if such Interest Period were comprised of two or (as applicable) more consecutive interest periods, with interest calculations based on the number of days for which each Prevailing Principal Amount and Calculation Amount was applicable.

(c) Initial Fixed Interest Rate

For the Initial Fixed Rate Interest Period, the Securities bear interest, subject to Conditions 3*(b)*, 5 and 6, at the rate of 6.000 per cent. per annum (the "**Initial Fixed Interest Rate**").

(d) Reset Interest Rate

The Interest Rate will be reset (the "**Reset Rate of Interest**") in accordance with this Condition 4*(d)* on each Reset Date. The Reset Rate of Interest in respect of each Reset Period will be determined by the Agent Bank on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the Margin, with such sum converted from an annual to a semi-annual basis by the Agent Bank, unless a Benchmark Event has occurred, in which case the Reset Rate of Interest shall be determined pursuant to and in accordance with Condition 4(*i*).

(e) Determination of Reset Rate of Interest

The Agent Bank will, as soon as practicable after 11:00 a.m. (Central European time) on each Reset Determination Date, determine the Reset Rate of Interest in respect of the relevant Reset Period. The determination of the Reset Rate of Interest by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties.

(f) Publication of Reset Rate of Interest

The Issuer shall cause notice of the Reset Rate of Interest determined in accordance with this Condition 4 in respect of each Reset Period to be given to the Trustee, the Principal Paying Agent, the Registrar, each of the Transfer Agents, any stock exchange on which the Securities are for the time being listed or admitted to trading and, in accordance with Condition 15, the Holders, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

If the Securities become due and payable pursuant to Condition 9*(a)*, the accrued interest per Calculation Amount and the Reset Rate of Interest payable in respect of the Securities shall nevertheless continue to be calculated as previously by the Agent Bank in accordance with this Condition 4 but no publication of the Reset Rate of Interest need be made unless the Trustee otherwise requires.

(g) Agent Bank and Reset Reference Banks

Whenever a function expressed in these Conditions to be performed by an Agent Bank and by Reset Reference Banks falls to be performed, the Issuer will maintain an Agent Bank and the number of Reset Reference Banks provided below where the Reset Rate of Interest is to be calculated by reference to them.

The Issuer may, with the prior written approval of the Trustee, from time to time replace the Agent Bank or any Reset Reference Bank with another leading investment or commercial bank or financial institution in the eurozone. If the Agent Bank is unable or unwilling to continue to act as the Agent Bank or fails duly to determine the Reset Rate of Interest in respect of any Reset Period as provided in Condition 4*(d)*, the Issuer shall forthwith appoint another leading investment or commercial bank or financial institution in the eurozone approved in writing by the Trustee to act as such in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed as aforesaid.

(h) Determinations of Agent Bank Binding

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4, by or on behalf of the Agent Bank, shall (in the absence of manifest error) be binding on the Issuer, the Agent Bank, the Trustee, the Principal Paying Agent, the Registrar, the Transfer Agents and all Holders and (in the absence of wilful default or negligence) no liability to the Holders or the Issuer shall attach to the Agent Bank in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

(i) Benchmark Discontinuation

If the Issuer determines that a Benchmark Event occurs in relation to an Original Reference Rate when the Interest Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply (with effect from 30 days prior to the first date after the occurrence of the Benchmark Event when such determination is necessary).

(i) *Independent Adviser*

The Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to consult with the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4*(i)(ii)*) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 4*(i)(iv)*).

In making such determination, the Independent Adviser appointed pursuant to this Condition 4*(i)* and the Issuer shall act in good faith and in a commercially reasonable manner. In the absence of bad faith or fraud, the Issuer and the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Principal Paying Agent, the Agent Bank, or the Holders, as applicable, for any determination made by the Issuer and/or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4*(i)*.

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4*(i)* prior to the date which is 10 business days prior to the relevant Reset Determination Date, the

Interest Rate applicable to the next succeeding Reset Period shall be determined using the Original Reference Rate last displayed on the relevant Screen Page prior to the relevant Reset Determination Date. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Reset Period only and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4*(i)(i)*.

(ii) *Successor Rate or Alternative Rate*

If the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part thereof) for all future payments of interest on the Securities (subject to the operation of this Condition 4*(i)*) in respect of periods from the current Reset Period onwards or, if the Issuer determines that a Benchmark Event has occurred prior to the first Reset Determination Date, from the First Reset Date onwards; or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part thereof) for all future payments of interest on the Securities (subject to the operation of this Condition 4*(i)*) in respect of periods from the current Reset Period onwards or, if the Issuer determines that a Benchmark Event has occurred prior to the first Reset Determination Date, from the First Reset Date onwards.

(iii) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Issuer, following consultation with the Independent Adviser, is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(iv) *Benchmark Amendments*

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4*(i)* and the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines (i) that amendments to these Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4*(i)(v)* without any requirement for the consent or approval of Holders, vary these Conditions, the Agency Agreement and/or of the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, the Principal Paying Agent and the Agent Bank of a certificate signed by two Authorised Signatories pursuant to Condition 4*(i)(v)*, the Trustee, the Principal Paying Agent and the Agent Bank shall (at the expense of the Issuer), without any requirement for the consent or approval of the Holders, be obliged to concur

with the Issuer in using its reasonable endeavours to effect any Benchmark Amendments (including, *inter alia*, by the execution of a supplemental trust deed to or amending the Trust Deed), provided that the Trustee, the Principal Paying Agent or the Agent Bank, as applicable, shall not be obliged so to concur if in the opinion of the Trustee, the Principal Paying Agent or the Agent Bank, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to it in any document to which it is party (including, for the avoidance of doubt, any supplemental trust deed) in any way.

In connection with any such variation in accordance with this Condition 4*(i)*, the Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading. Any such variation in accordance with this Condition 4*(i)* is subject to Condition 7*(b)*.

Notwithstanding any other provision of this Condition 4*(i)*, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to cause the then current or future disqualification of the Securities as Additional Tier 1 Capital.

(v) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4*(i)* will be notified no later than 10 business days prior to the relevant Reset Determination Date by the Issuer to the Trustee, the Agent Bank, the Principal Paying Agent and, in accordance with Condition 15, the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Holders of the same, the Issuer shall deliver to the Trustee, the Principal Paying Agent and the Agent Bank a certificate signed by two Authorised Signatories:

(A) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) the applicable Adjustment Spread and (d) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4*(i)*; and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Trustee, the Principal Paying Agent and the Agent Bank shall be entitled to rely on such certificate (without liability or enquiry to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's, the Principal Paying Agent's and the Agent Bank's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Principal Paying Agent, the Agent Bank and the Holders.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Conditions 4*(i)(i)*, 4*(i)(ii)*, 4*(i)(iii)* and 4*(i)(iv)*, the Original Reference Rate and the fallback provisions provided for in Condition 4*(d)* and Condition 4*(e)*, as applicable, will continue to apply unless and until the Issuer determines that a Benchmark Event has occurred.

5 Cancellation of Interest

(a) Optional cancellation of Interest

The Issuer may at any time elect (subject to the requirement for mandatory cancellation and non-payment of interest pursuant to Conditions 3*(b)*, 5*(b)* and 6*(a)(iii)*) in its sole and full discretion to cancel (in whole or in part) payment of the interest otherwise scheduled to be paid on any date.

(b) Mandatory cancellation of Interest – Insufficient Distributable Items

To the extent required under then prevailing Regulatory Capital Requirements, interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made, if and to the extent that the amount of such interest payment otherwise due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable), when aggregated together with any interest payments or other distributions which have been paid or made or which are scheduled to be paid or made during the then current Financial Year on the Securities and all other own funds items of the Issuer (excluding any such interest payments or other distributions which (i) are not required to be made out of Distributable Items or (ii) have already been provided for, by way of deduction, in calculating the amount of Distributable Items), in aggregate would exceed the amount of the Distributable Items of the Issuer as at such date.

(c) Mandatory cancellation of Interest – Maximum Distributable Amount

Interest otherwise due to be paid on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made if and to the extent that the amount of such interest payment otherwise due (together with any Additional Amounts payable thereon pursuant to Condition 10, if applicable) would cause, when aggregated together with other distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive as amended or replaced), or referred to in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated if the Group is failing to meet any relevant requirement or any buffers relating to such requirements (in each case to the extent then applicable to the Group), the Maximum Distributable Amount then applicable to the Group to be exceeded.

"**Maximum Distributable Amount**" means any applicable maximum distributable amount relating to the Group required to be calculated in accordance with Article 141 of the CRD Directive (or any provision of applicable law transposing or implementing Article 141 of the CRD Directive, as amended or replaced) or in accordance with any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated if the Group is failing to meet any applicable requirement or any buffers relating to such requirement.

(d) Mandatory cancellation of Interest – Relevant Authority Order

Interest otherwise due on any date will not become due or payable (in whole or, as the case may be, in part), and the relevant payment will be deemed cancelled and will not be made, to the extent the Relevant Authority orders the Issuer to cancel such payment.

(e) Notice of cancellation of Interest

Upon the Issuer electing to cancel any interest payment (or part thereof) pursuant to Condition 5(*a*), or being prohibited from making any interest payment (or part thereof) pursuant to Conditions 3*(b)*, 5(*b*), 5(*c*) or 5(*d*) the Issuer shall, as soon as reasonably practicable on or prior to the scheduled payment date, give notice of such non-payment and the reason therefor to the Holders in accordance with Condition 15 and to the Trustee and the Principal Paying Agent in writing, provided that any delay in giving or failure to give such notice shall not affect the deemed cancellation of any interest payment (in whole or, as the case may be, in part) by the Issuer and shall not constitute a default under the Securities or for any purpose. Such notice shall specify the amount of the relevant cancellation and, accordingly, the amount (if any) of the relevant interest payment that will be paid on the relevant date.

(f) Interest non-cumulative; no default or restrictions

Any interest payment (or, as the case may be, part thereof) not paid on any scheduled payment date by reason of Condition 3*(b)*, 5*(a)*, 5*(b)*, 5(*c*), 5(*d*) or 6, shall be cancelled, shall not accumulate and will not become due or payable at any time thereafter, whether in a Winding-Up or otherwise. The Issuer may use such cancelled payment without restriction and the cancellation of such interest amounts will not give rise to or impose any restrictions on the Issuer or give rise to any restriction on the Issuer from making distributions or any other payments to the holders of any securities ranking *pari passu* with, junior to, or senior to the Securities.

If the Issuer does not pay any interest payment (in whole or, as the case may be, in part) on the relevant scheduled payment date, such non-payment (whether the notice referred to in Condition 5*(e)* or, as appropriate, Condition 6*(a)* has been given or not) shall evidence either the non-payment and cancellation of such interest payment (in whole or, as the case may be, in part) by reason of it not being due in accordance with Condition 3*(b)*, the cancellation of such interest payment (in whole or, as the case may be, in part) in accordance with Conditions 5*(b), 5*(*c*), 5*(d)* or 6*(a)* or, as appropriate, the Issuer's exercise of its discretion to cancel such interest payment (in whole or, as the case may be, in part) in accordance with Condition 5*(a)*. Accordingly, non-payment of any interest (in whole or, as the case may be, in part) in accordance with any of Condition 3*(b)*, 5*(a)*, 5*(b),* 5(*c)*, 5*(d*) or *6(a)*, will not constitute a default by the Issuer for any purpose (whether under the Securities or otherwise) and the Holders shall have no right thereto whether in a Winding-Up or otherwise.

6 Write Down and Write Up

(a) Write Down

If, at any time, it is determined (as provided below) that a Trigger Event has occurred:

(i) the Issuer shall (unless the determination was made by the Relevant Authority) immediately inform the Relevant Authority of the occurrence of the Trigger Event;

(ii) the Issuer shall, without delay, deliver a Trigger Event Notice to Holders (in accordance with Condition 15), the Trustee, the Registrar and the Principal Paying Agent, which notice shall be irrevocable;

(iii) any accrued and unpaid interest up to (but excluding) the Write Down Date shall be automatically and irrevocably cancelled (whether or not the same has become due for payment); and

(iv) the then Prevailing Principal Amount of each Security shall be automatically and irrevocably reduced by the Write Down Amount (such reduction being referred to herein as a "**Write Down**", and "**Written Down**" shall be construed accordingly).

Such cancellation and reduction shall be automatic and shall take place without the need for the consent of Holders or the Trustee and without delay on such date as is selected by the Issuer (the "**Write Down Date**") but which shall be no later than one month following the occurrence of the relevant Trigger Event and in accordance with the requirements set out in Article 54 of the CRD Regulation. The Relevant Authority may require that the period of one month referred to above is reduced in cases where the Relevant Authority assesses that sufficient certainty on the required Write Down Amount is established or in cases where it assesses that an immediate Write Down is needed.

For the purposes of determining whether a Trigger Event has occurred, the CET1 Ratio may be calculated at any time based on information (whether or not published) available to management of the Issuer and/or to the Relevant Authority or any agent appointed for such purpose by the Relevant Authority, including information internally reported within the Issuer pursuant to its procedures for monitoring the CET1 Ratio.

The determination as to whether a Trigger Event has occurred shall be made by the Issuer or the Relevant Authority or any agent appointed for such purpose by the Relevant Authority. Any such determination shall be binding on the Issuer and the Holders.

Any Trigger Event Notice delivered to the Trustee shall be accompanied by a certificate signed by two Authorised Signatories certifying the accuracy of the contents of the Trigger Event Notice upon which the Trustee shall be entitled to rely (without liability to any person and without further enquiry).

Any delay in giving or any failure by the Issuer to give a Trigger Event Notice and/or the certification referred to in the immediately foregoing paragraph will not, however, affect the effectiveness of, or otherwise invalidate, any Write Down, or give the Trustee or Holders or any other person any rights as a result of such delay or failure.

A Trigger Event may occur on more than one occasion (and each Security may be Written Down on more than one occasion).

Any reduction of the Prevailing Principal Amount of a Security pursuant to this Condition 6*(a)* shall not constitute a default by the Issuer for any purpose or cause a breach of the Issuer's obligations or duties or be a failure by the Issuer to perform its obligations in any manner whatsoever, and the Holders shall have no right to claim for amounts Written Down, whether in a Winding-Up or otherwise, save to the extent (if any) such amounts are Written Up in accordance with Condition 6*(d)*.

(b) Write Down Amount

The aggregate reduction of the Prevailing Principal Amounts of the Securities outstanding on the Write Down Date will, subject as provided below, be equal to the lower of:

(i) the amount necessary to generate sufficient Common Equity Tier 1 Capital that would result in the CET1 Ratio being seven per cent. at the point of such reduction, taking into account (subject as provided below and in Condition 6(*c)*) the *pro rata* write down and/or conversion of the prevailing principal amount of all Loss Absorbing Instruments (if any) to be written down and/or converted concurrently (or substantially concurrently) with the Securities, provided that, with respect to each Loss Absorbing Instrument (if any), such *pro rata* write down and/or conversion shall only be taken into account to the extent required to achieve the CET1 Ratio contemplated above to the lower of (a) such Loss Absorbing Instrument's trigger level and (b) seven per cent., in each case, in accordance with the terms of the relevant Loss Absorbing Instruments and the Regulatory Capital Requirements; and

(ii) the amount that would result in the Prevailing Principal Amount of a Security being reduced to zero.

The aggregate reduction determined in accordance with the immediately preceding paragraph shall be applied to all of the Securities *pro rata* on the basis of their Prevailing Principal Amount immediately prior to the Write Down and references herein to "**Write Down Amount**" shall mean, in respect of each Security, the amount by which the Prevailing Principal Amount of such Security is to be Written Down accordingly.

In calculating any amount in accordance with Condition 6*(b)(i)* above, the Common Equity Tier 1 Capital (if any) generated as a result of any cancellation of interest pursuant to Condition 6*(a)(iii)* shall not be taken into account.

If, in connection with the Write Down or the calculation of the Write Down Amount, there are outstanding any Loss Absorbing Instruments the terms of which provide that all or a specified proportion of such Loss Absorbing Instruments shall be written down and/or converted in full and not in part only ("**Full Loss Absorbing Instruments**") then:

(i) the provision that a Write Down of the Securities should be effected *pro rata* with the write down and/or conversion, as the case may be, of any Loss Absorbing Instruments shall not be construed as requiring the Securities to be Written Down in full or to the same extent solely by virtue of the fact that such Full Loss Absorbing Instruments or such specified proportion of those Full Loss Absorbing Instruments may be written down and/or converted in full; and

(ii) for the purposes of calculating the Write Down Amount, the Full Loss Absorbing Instruments or such specified proportion of those Full Loss Absorbing Instruments will be treated (for the purposes only of determining the write down of principal and/or conversion, as the case may be, among the Securities and any Loss Absorbing Instruments on a *pro rata* basis) as if their terms permitted partial write down and/or conversion, such that the write down and/or conversion of such Full Loss Absorbing Instruments or such specified proportion of those Full Loss Absorbing Instruments shall be deemed to occur in two concurrent stages: (x) first, the principal amount of such Full Loss Absorbing Instruments or the specified proportion of the principal amount of such Full Loss Absorbing Instruments shall be written down and/or converted *pro rata* (in the manner contemplated above) with the Securities and all other Loss Absorbing Instruments to the extent necessary to achieve the CET1 Ratio referred to in Condition 6(*b*)(*i*); and (y) secondly, the balance (if any) of the principal amount of such Full Loss Absorbing Instruments or the specified proportion of the principal amount of such Full Loss Absorbing Instruments remaining following (x) shall be written off and/or converted, as the case may be, with the effect of increasing the CET1 Ratio above the minimum required under Condition 6(*b*)(*i*).

To the extent the write down and/or conversion of any Loss Absorbing Instruments for the purpose of Condition 6*(b)(i)* is not, or by the relevant Write Down Date shall not be, possible for any reason, this shall not in any way prevent any Write Down of the Securities. Instead, in such circumstances, the Securities will be Written Down and the Write Down Amount determined as provided above but without including for the purpose of Condition 6*(b)(i)* any Common Equity Tier 1 Capital in respect of the write down or conversion of such Loss Absorbing Instruments, to the extent it is not possible for them to be written down and/or converted.

The Issuer shall set out its determination of the Write Down Amount per Calculation Amount in the relevant Trigger Event Notice together with the then Prevailing Principal Amount per Calculation Amount following the relevant Write Down. However, if the Write Down Amount has not been determined when the Trigger Event Notice is given, the Issuer shall, as soon as reasonably practicable

following such determination, notify the Write Down Amount to the Holders in accordance with Condition 15, the Trustee, the Registrar, the Principal Paying Agent and the Relevant Authority and at the same time shall deliver a certificate to the Trustee signed by two Authorised Signatories certifying the accuracy of the contents of such notice, upon which the Trustee shall be entitled to rely (without liability to any person and without further enquiry). The Issuer's determination of the relevant Write Down Amount shall be irrevocable and binding on all parties.

(c) Consequences of a Write Down

Following a reduction of the Prevailing Principal Amount of the Securities as described in accordance with Condition *6(a)*, interest will continue to accrue on the Prevailing Principal Amount of each Security following such reduction, and will be subject to Conditions 3*(b)*, 5*(a)*, 5*(b)*, 5*(c)*, 5*(d)* and 6*(a)*.

Following any Write Down of a Security, references herein to "Prevailing Principal Amount" shall be construed accordingly. Once the Prevailing Principal Amount of a Security has been Written Down, the relevant Write Down Amount(s) may only be restored, at the discretion of the Issuer, in accordance with Condition 6*(d).*

Following the giving of a Trigger Event Notice which specifies a Write Down of the Securities, the Issuer shall procure that (i) a similar notice is given in respect of Loss Absorbing Instruments in accordance with their terms and (ii) the then prevailing principal amount of each series of Loss Absorbing Instruments outstanding (if any) is written down and/or converted in accordance with their terms following the giving of such Trigger Event Notice; provided, however, that any failure by the Issuer either to give such a notice or to procure such a write down and/or conversion will not affect the effectiveness of, or otherwise invalidate, any Write Down of the Securities pursuant to Condition *6(a)* or give Holders any rights as a result of either such failure (and, for the avoidance of doubt, the Write Down Amount may increase as a result thereof).

(d) Write Up

The Issuer shall have, save as provided below, full discretion to reinstate, to the extent permitted in compliance with the Regulatory Capital Requirements, any portion of the principal amount of the Securities which has been Written Down and which has not previously been Written Up (such portion, the "**Write Up Amount**"). The reinstatement of the Prevailing Principal Amount (such reinstatement being referred to herein as a "**Write Up**", and "**Written Up**" shall be construed accordingly) may occur on more than one occasion (and each Security may be Written Up on more than one occasion) provided that the principal amount of each Security shall never be Written Up to an amount greater than its Initial Principal Amount.

To the extent that the Prevailing Principal Amount of the Securities has been Written Up as described above, interest shall begin to accrue from (and including) the date of the relevant Write Up on the increased Prevailing Principal Amount of the Securities.

Any such Write Up of the Securities shall be made on a *pro rata* basis and without any preference among themselves and on a *pro rata* basis with the write up of all Written Down Additional Tier 1 Instruments (if any). Any failure by the Issuer to Write Up the Securities on a *pro rata* basis with the write up of all Written Down Additional Tier 1 Instruments (if any) however will not affect the effectiveness, or otherwise invalidate, any Write Up of the Securities and/or write up of the Written Down Additional Tier 1 Instruments or give Holders any rights as a result of such failure.

Any Write Up Amount will be subject to the same terms and conditions as set out in these Conditions.

Any Write Up of the Prevailing Principal Amount of the Securities and any reinstatement of any Written Down Additional Tier 1 Instruments may not exceed the Maximum Distributable Amount (after taking account of (x) any other relevant distributions of the kind referred to in Article 141(2) of the CRD Directive (or any provision of applicable law transposing or implementing Article 141(2) of the CRD Directive, as amended or replaced) or in any other applicable provisions of the Regulatory Capital Requirements which require a maximum distributable amount to be calculated and which are required under prevailing Regulatory Capital Requirements to be taken into account for this purpose and (y) the applicable requirements of Article 21.2(f) of the CRD Supplementing Regulation, as amended or replaced).

Further, any Write Up of the Prevailing Principal Amount of the Securities may not be made to the extent that the sum of:

(i) the aggregate amount of the relevant Write Up on all the Securities on the Write Up Date;

(ii) the aggregate amount of any other Write Up on the Securities since the Specified Date and prior to the Write Up Date;

(iii) the aggregate amount of any interest payments paid on the Securities since the Specified Date and which accrued on the basis of a Prevailing Principal Amount which is less than the Initial Principal Amount;

(iv) the aggregate amount of the increase in principal amount of each Written Down Additional Tier 1 Instrument at the time of the relevant Write Up;

(v) the aggregate amount of any other increase in principal amount of each Written Down Additional Tier 1 Instrument since the Specified Date and prior to the time of the relevant Write Up; and

(vi) the aggregate amount of any interest payments paid on each Loss Absorbing Instrument since the Specified Date and which accrued on the basis of a prevailing principal amount which is less than its initial principal amount,

would exceed the Maximum Write Up Amount.

As used above:

"**Maximum Write Up Amount**" means, as at any Write Up Date, the Consolidated Net Income multiplied by the sum of the aggregate Initial Principal Amount of the outstanding Securities and the aggregate initial principal amount of all outstanding Written Down Additional Tier 1 Instruments of the Group, and divided by the total Tier 1 Capital of the Group as at the relevant Write Up Date.

"**Specified Date**" means in respect of a Write Up, the last day of the Financial Year immediately preceding the relevant Write Up Date.

Any Write Up will be subject to (a) it not causing a Trigger Event, (b) the Issuer having taken a formal decision confirming such final profits after tax and (c) the Issuer obtaining any Supervisory Permission required therefor (provided at the relevant time such Supervisory Permission is required to be given) and such Supervisory Permission has not been revoked by the relevant date of such Write Up.

If the Issuer elects to Write Up the Securities pursuant to this Condition 6*(d)*, notice (a "**Write Up Notice**") of such Write Up shall be given to Holders in accordance with Condition 15, the Trustee, the Registrar, the Principal Paying Agent and the Relevant Authority specifying the amount of any Write Up and the date on which such Write Up shall take effect (the "**Write Up Date**"). Such Write Up Notice

shall be given as soon as reasonably practicable after the date on which the relevant Write Up became effective.

(e) Currency

For the purpose of any calculation in connection with a Write Down or Write Up of the Securities which necessarily requires the determination of a figure in euro (or in an otherwise consistent manner across obligations denominated in different currencies), including (without limitation) any determination of a Write Down Amount and/or a Maximum Write Up Amount, any relevant obligations which are not denominated in euro shall, (for the purposes of such calculation only) be deemed notionally to be converted into euro at the foreign exchange rates determined, in the sole and full discretion of the Issuer, to be applicable based on its regulatory reporting requirements under the Regulatory Capital Requirements.

7 Redemption, Substitution, Variation and Purchase

(a) No Fixed Redemption Date

The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall, without prejudice to its ability to effect a Write Down in accordance with Condition 6*(a)*, only have the right to redeem or purchase them in accordance with the following provisions of this Condition 7.

(b) Conditions to Redemption, Substitution, Variation and Purchase

Any redemption, substitution, variation or purchase of the Securities in accordance with Condition 7*(c)*, *(d)*, *(e)*, *(f)*, *(g)*, *(h) or (i)* is subject, as applicable, to:

(i) the Issuer having obtained prior Supervisory Permission therefor and such Supervisory Permission has not been revoked by the relevant date of such redemption, substitution, variation or purchase;

(ii) in the case of any redemption or purchase of any Securities, either: (A) the Issuer has (or will, on or before the relevant redemption or purchase date, have) replaced the Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or save in the case of Condition 7*(b)(v)(A)* below, (B) the Issuer has demonstrated to the satisfaction of the Relevant Authority that the own funds and eligible liabilities of the Group would, following such redemption or purchase, exceed its applicable minimum capital and eligible liabilities requirements (including any applicable buffer requirements) by a margin that the Relevant Authority considers necessary at such time;

(iii) in the case of any redemption of the Securities prior to the fifth anniversary of the Reference Date upon the occurrence of a Tax Event, the Issuer has demonstrated to the satisfaction of the Relevant Authority that the change in tax treatment is material and was not reasonably foreseeable as at the Reference Date;

(iv) in the case of any redemption of the Securities prior to the fifth anniversary of the Reference Date upon the occurrence of a Capital Disqualification Event or a Loss Absorption Disqualification Event, the Issuer has demonstrated to the satisfaction of the Relevant Authority that the relevant change in the regulatory classification of the Securities was not reasonably foreseeable as at the Reference Date;

(v) in the case of any redemption or purchase of the Securities prior to the fifth anniversary of the Reference Date pursuant to Condition 7*(g)* or Condition 7*(i)* respectively, either (A) the Issuer has (or will, on or before the relevant purchase or redemption date, have) replaced the Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer, and the Relevant Authority has permitted such action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances or (B) in the case of such a purchase pursuant to Condition *7(i)*, the relevant Securities are being purchased for market-making purposes in accordance with applicable Regulatory Capital Requirements; and

(vi) in the case of redemption of the Securities pursuant to Condition 7*(c)*, the Prevailing Principal Amount of each Security is equal to its Initial Principal Amount.

Notwithstanding the above conditions, if, at the time of any redemption, substitution, variation or purchase, the prevailing Regulatory Capital Requirements permit the redemption, substitution, variation or purchase only after compliance with one or more alternative or additional pre-conditions to those set out above in this Condition 7*(b)*, the Issuer shall, in the alternative or in addition to the foregoing (as required by the prevailing Regulatory Capital Requirements), comply with such other and/or, as appropriate, additional pre-condition(s).

In addition, if the Issuer has elected to redeem, substitute or vary the terms of the Securities, or if the Issuer (or any other person for the Issuer's account) has entered into an agreement to purchase any Securities and:

(i) (in the case of a redemption or purchase) the Solvency Condition is not satisfied in respect of the relevant payment on the date scheduled for redemption or purchase; or

(ii) prior to the redemption, purchase, substitution or variation of the Securities, a Trigger Event occurs,

the relevant redemption, substitution or variation notice, or, as the case may be, the relevant purchase agreement shall be automatically rescinded and shall be of no force and effect and the Issuer shall give notice thereof to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent, as soon as practicable. Further, no notice of redemption, substitution or variation shall be given in the period following the occurrence of a Trigger Event and prior to the relevant Write Down Date (and any purported such notice shall be ineffective).

Any refusal by the Relevant Authority to give its Supervisory Permission as contemplated above (or, having given it, any revocation by the Relevant Authority of such Supervisory Permission) shall not constitute a default for any purpose.

Prior to the publication of any notice of substitution, variation or redemption pursuant to this Condition 7 (other than redemption pursuant to Condition 7*(c)*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories stating that the relevant requirements or circumstances giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied (and giving details thereof) and, in the case of a substitution or variation, that the terms of the relevant Compliant Securities will, following such substitution or variation (as applicable), comply with the definition thereof in Condition 19 and the Trustee shall be entitled to accept (and if so accepted by the Trustee, shall be so accepted by the Holders) such certificate without any further inquiry as sufficient evidence of the satisfaction of the relevant conditions precedent, in which event it shall be conclusive and binding on the Trustee and the Holders.

(c) Issuer's Call Option

Subject to Condition 7*(b)*, the Issuer may, by giving not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent (which notice shall, save as provided in Condition 7*(b)*, be irrevocable and shall specify the date fixed for redemption), elect to redeem in accordance with these Conditions all, but not some only, of the Securities:

(i) on any day falling in the period commencing on (and including) 14 July 2031 and ending on (and including) the First Reset Date; or

(ii) on any Interest Payment Date thereafter,

in each case at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with these Conditions) to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 7*(b)*, redeem the Securities.

(d) Redemption Due to Tax Event

If, prior to the giving of the notice referred to below in this Condition 7*(d)*, a Tax Event has occurred and is continuing, then the Issuer may, subject to Condition 7*(b)*, by giving not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent (which notice shall, save as provided in Condition 7*(b)*, be irrevocable and shall specify the date fixed for redemption), elect to redeem in accordance with these Conditions at any time all, but not some only, of the Securities at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with these Conditions) to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 7*(b)*, redeem the Securities.

(e) Redemption Due to Capital Disqualification Event

If, prior to the giving of the notice referred to below in this Condition 7*(e)*, a Capital Disqualification Event has occurred and is continuing, then the Issuer may, subject to Condition 7*(b)*, by giving not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent (which notice shall, save as provided in Condition 7*(b)*, be irrevocable and shall specify the date fixed for redemption), elect to redeem in accordance with these Conditions at any time all, but not some only, of the Securities at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with these Conditions) to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 7*(b)*, redeem the Securities.

(f) Redemption due to Loss Absorption Disqualification Event

If, prior to the giving of notice referred to below in this Condition 7*(f)*, a Loss Absorption Disqualification Event has occurred and is continuing, then the Issuer may, subject to Condition 7*(b)*, by giving not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent (which notice shall, save as provided in Condition 7*(b)*, be irrevocable and shall specify the date fixed for redemption), elect to redeem in accordance with these Conditions at any time all, but not some only, of the Securities at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with these Conditions) to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 7*(b)*, redeem the Securities.

(g) Issuer's Clean-up Call Option

If, prior to the giving of the notice referred to below in this Condition 7*(g)*, 75 per cent. or more of the aggregate principal amount of the Securities originally issued (and, for these purposes, any Further Securities issued pursuant to Condition 16 will be deemed to have been originally issued and any Write Down and/or Write Up of the principal amount of the Securities shall be ignored) has been purchased by the Issuer or by others for the Issuer's account and cancelled, then the Issuer may, subject to Condition 7*(b)*, by giving not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent (which notice shall, save as provided in Condition 7*(b)*, be irrevocable and shall specify the date fixed for redemption), elect to redeem in accordance with these Conditions at any time all, but not some only, of the Securities at their Prevailing Principal Amount, together with any accrued and unpaid interest thereon (excluding interest that has been cancelled in accordance with these Conditions) to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 7*(b)*, redeem the Securities.

(h) Substitution or Variation

If a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event has occurred and is continuing, then the Issuer may, subject to Condition 7*(b)* and having given not less than 15 nor more than 30 days' notice to the Holders in accordance with Condition 15, the Trustee, the Registrar and the Principal Paying Agent (which notice shall, save as provided in Condition 7*(b)*, be irrevocable and shall specify the date fixed for substitution or, as the case may be, variation of the Securities) but without any requirement for the consent or approval of the Holders, at any time (whether before or following 14 July 2031) either substitute all (but not some only) of the Securities for, or vary the terms of the Securities so that they remain or, as appropriate, become, Compliant Securities, and the Trustee shall (subject to the following provisions of this Condition 7*(h)* and subject to the receipt by it of the certificates of the two Authorised Signatories referred to in Condition 7*(b)* above and in the definition of Compliant Securities) agree to such substitution or variation. Upon the expiry of such notice, the Issuer shall, subject to Condition 7*(b)* and the following provisions of this Condition 7*(h)*, either vary the terms of or substitute the Securities in accordance with this Condition 7*(h)*, as the case may be.

The Trustee shall, at the request of the Issuer, use its reasonable endeavours to assist the Issuer in the substitution of the Securities for, or the variation of the terms of the Securities so that they remain, or as appropriate, become, Compliant Securities, provided that the Trustee shall not be obliged to participate in, assist with, or agree to, any such substitution or variation if the terms of the proposed Compliant Securities or the participation in or assistance with or agreement to such substitution or variation would impose, in the Trustee's opinion, additional or more onerous obligations upon it, expose it to liabilities or reduce its protections. If, notwithstanding the above, the Trustee does not participate or assist as provided above, the Issuer may, subject as provided above, redeem the Securities as provided in, as appropriate, Condition 7*(c), (d), (e), (f)* or *(g)*.

In connection with any substitution or variation in accordance with this Condition 7*(h)*, the Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

(i) Purchases

The Issuer or any of its subsidiaries may, subject to Condition 7*(b)*, in those circumstances permitted by Regulatory Capital Requirements, purchase (or otherwise acquire), or procure others to purchase (or

otherwise acquire) beneficially for its account, Securities in any manner and at any price. The Securities so purchased (or acquired), while held by or on behalf of the Issuer, shall not entitle the Holder to vote at any meetings of the Holders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Holders or for the purposes of Condition 9*(c)*.

The Issuer or any agent on its behalf shall have the right, subject to Condition 7*(b)*, to purchase Securities for market making purposes provided that the total principal amount of the Securities so purchased does not exceed the limits prescribed by applicable Regulatory Capital Requirements from time to time.

(j) Cancellation

All Securities redeemed or substituted by the Issuer pursuant to this Condition 7 will forthwith be cancelled. All Securities purchased by or on behalf of the Issuer may, subject to obtaining any Supervisory Permission therefor (and such Supervisory Permission not having been revoked), be held, reissued, resold or, at the option of the Issuer, surrendered for cancellation to the Registrar. Securities so surrendered shall be cancelled forthwith. Any Securities so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Securities shall be permanently and irrevocably discharged.

(k) Trustee Not Obliged to Monitor

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists within this Condition 7 and will not be responsible to Holders for any loss arising from any failure by it to do so. Unless and until the Trustee has written notice of the occurrence of any event or circumstance for the purpose of this Condition 7, it shall be entitled to assume that no such event or circumstance exists. The Trustee shall be entitled to rely without further investigation and without liability as aforesaid on any certificate or opinion delivered to it in connection with this Condition 7.

8 Payments

(a) Method of Payment

(i) Payments of principal shall be made in euro (subject to surrender of the relevant Certificates at the specified office of any Transfer Agent or of the Registrar if no further payment falls to be made in respect of the Securities represented by such Certificates) in like manner as is provided for payments of interest in paragraph (ii) below.

(ii) Interest on each Security shall be paid to the person shown in the Register at the close of business on the business day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Security shall be made in euro by transfer to an account in the relevant currency maintained by the payee with a bank in a city in which banks have access to T2.

(b) Payments subject to Laws

Save as provided in Condition 10, payments will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements. No commissions or expenses shall be charged to the Holders in respect of such payments.

(c) Payment Initiation

Payment instructions (for value the due date), or if that date is not a Business Day, for value the first following day which is a Business Day) will be initiated on the last day on which the Principal Paying Agent is open for business preceding the due date for payment or, in the case of payments of principal

where the relevant Certificate has not been surrendered at the specified office of any Transfer Agent or of the Registrar, on a day on which the Principal Paying Agent is open for business and on which the relevant Certificate is surrendered.

(d) Delay in Payment

Holders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Security if the due date is not a Business Day or if the Holder is late in surrendering or cannot surrender its Certificate (if required to do so).

(e) Non-Business Days

If any date for payment in respect of any Security is not a business day, the Holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this Condition 8, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the place in which the specified office of the Registrar is located and which is a TARGET Business Day.

9 Non-Payment When Due and Winding-Up

(a) Non-Payment

If the Issuer shall not make payment in respect of the Securities for a period of seven days or more after the date on which such payment is (without prejudice to Conditions 3*(b)*, 5, 6*(a)(iii)* and 6*(a)(iv)*) due, the Issuer shall be deemed to be in default (a "**Default**") under the Trust Deed and the Securities and the Trustee, in its discretion, may, or (subject to Condition 9*(c)*) if so directed by an Extraordinary Resolution or requested in writing by the Holders of at least one-quarter in Prevailing Principal Amount of the Securities then outstanding shall, notwithstanding the provisions of Condition 9*(b)*, institute proceedings for the winding-up of the Issuer.

For the avoidance of doubt, no amounts shall be due in respect of the Securities if payment of the same shall have been cancelled in accordance with Condition 3*(b)*, 5, 6*(a)(iii)*, 6*(a)(iv)* and/or 7*(b)*, and accordingly non-payment of such amounts shall not constitute a Default.

In the event of a Winding-Up (whether or not instituted by the Trustee pursuant to the foregoing), the Trustee in its discretion may, or (subject to Condition 9*(c)*) if so directed by an Extraordinary Resolution or requested in writing by the Holders of at least one-quarter in Prevailing Principal Amount of the Securities then outstanding shall, prove and/or claim in such Winding-Up, such claim being as contemplated in Condition 3*(c)*.

(b) Enforcement

Without prejudice to Condition 9*(a)*, the Trustee may, at its discretion and without further notice, institute such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Trust Deed or the Securities (other than, save as provided in Condition 14, any payment obligation of the Issuer under or arising from the Securities or the Trust Deed, including, without limitation, payment of any principal or interest in respect of the Securities, including any damages awarded for breach of any obligations), provided that in no event shall the Issuer, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been due and payable by it pursuant to these Conditions and the Trust Deed.

Nothing in this Condition 9*(b)* shall, however, prevent the Trustee instituting proceedings for the winding-up of the Issuer, and/or proving and/or claiming in any Winding-Up in respect of any payment obligations of the Issuer arising from the Securities or the Trust Deed (including any damages awarded for breach of any obligations) in the circumstances provided in, as appropriate, Conditions 3*(c)* and 9*(a)*.

(c) Entitlement of Trustee

The Trustee shall not be bound to take any of the actions referred to in Condition 9*(a)* or (*b*) above against the Issuer to enforce the terms of the Trust Deed or the Securities or any other action under or pursuant to the Trust Deed unless (i) it shall have been so directed by an Extraordinary Resolution or requested in writing by the holders of at least one-quarter in Prevailing Principal Amount of the Securities then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

(d) Right of Holders

No Holder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up of the Issuer or prove or claim in any Winding-Up unless the Trustee, having become so bound to proceed or to prove or claim in such Winding-Up, fails or is unable to do so within 60 days and such failure or inability shall be continuing, in which case the Holder shall, with respect to the Securities held by it, have only such rights against the Issuer as those which the Trustee is entitled to exercise in respect of such Securities as set out in this Condition 9.

(e) Extent of Holders' Remedy

No remedy against the Issuer, other than as referred to in this Condition 9, shall be available to the Trustee or the Holders, whether for the recovery of amounts owing in respect of the Securities or under the Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Securities or under the Trust Deed.

10 Taxation

Subject always to Conditions 3*(b)*, 5, 6 and 7*(b)*, all payments of principal, interest and any other amounts by or on behalf of the Issuer in respect of the Securities shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Relevant Jurisdiction, unless such withholding or deduction is required by law. In that event, the Issuer shall account to the relevant authorities for the amount required to be withheld or deducted and will in respect of payments of interest (but not principal or any other amount) (subject as aforesaid and to certain limitations and exceptions (set out below)), pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable in respect of any Security:

(a) held by or on behalf of a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Security by reason of its having some connection with the Relevant Jurisdiction other than a mere holding of such Security;

(b) in respect of which the Certificate representing it is presented for payment more than 30 days after the Relevant Date except to the extent that the Holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on the last day of such period of 30 days; or

(c) in respect of which the Certificate representing it is presented by, or by a third party on behalf of, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying

or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Security (or the Certificate representing it) is presented for payment.

References in these Conditions (including, without limitation, for the purposes of cancellation pursuant to Condition 5) to interest and/or any other amount in respect of interest shall be deemed to include any Additional Amounts which may be payable under this Condition 10 or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

Notwithstanding any other provisions of these Conditions, any amounts to be paid on the Securities by or on behalf of the Issuer shall be made net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

11 Prescription

Claims against the Issuer for payment in respect of the Securities shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

12 Meetings of Holders, Modification, Waiver and Substitution

(a) Meetings of Holders

The Trust Deed contains provisions for convening meetings of Holders (including in a physical place, or by any electronic platform (such as a conference call or videoconference) or a combination of such methods) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction) or by Holders holding not less than 10 per cent. in Prevailing Principal Amount of the Securities for the time being outstanding.

The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing a clear majority in Prevailing Principal Amount of the Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing Holders whatever the Prevailing Principal Amount of the Securities so held or represented, except that at any meeting the business of which includes the modification of certain of these Conditions (including, *inter alia*, the provisions regarding subordination referred to in Condition 3, the terms concerning currency and due dates for payment of principal or interest payments in respect of the Securities and reducing or cancelling the principal amount of, or interest on, any Securities, or the Interest Rate or varying the method of calculating the Interest Rate) and certain other provisions of the Trust Deed, the quorum will be one or more persons holding or representing not less than 75 per cent., or at any adjourned such meeting not less than 25 per cent., in Prevailing Principal Amount of the Securities for the time being outstanding.

The agreement or approval of the Holders shall not be required in the case of cancellation of interest in accordance with Condition 5 or 6*(a)(iii)*, alteration to the Prevailing Principal Amount in accordance with Condition 6, any variation of these Conditions and/or the Trust Deed and/or the Agency Agreement made pursuant to Condition 4*(i)* or any variation of these Conditions and/or the Trust Deed or any substitution of the Securities made in the circumstances described in Condition 7*(h)*.

The Trust Deed provides that (i) a resolution passed, at a meeting duly convened and held, by a majority of at least 75 per cent. of the votes cast, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in Prevailing Principal Amount of the Securities for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the Holder(s) of not less than 75 per cent. in Prevailing Principal Amount of the Securities for the time being outstanding shall, in each case, be effective as an Extraordinary Resolution. A resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

An Extraordinary Resolution passed at any meeting of Holders or in writing or by way of electronic consents will be binding on all Holders, whether or not they are present at the meeting or voting in favour or, as the case may be, whether or not signing the written resolution or providing electronic consents.

(b) Modification of the Trust Deed

The Trustee may agree, without the consent of the Holders, to (i) any modification of these Conditions or of any other provisions of the Trust Deed or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Trustee, proven, and (ii) any other modification to (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach of any of these Conditions or of the provisions of the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders. The Trustee may, without the consent of the Holders, determine that any Default should not be treated as such, provided that, in the opinion of the Trustee, the interests of Holders are not materially prejudiced thereby.

(c) Substitution

The Trust Deed contains provisions permitting the Trustee, subject to the Issuer having obtained any requisite Supervisory Permission therefor from the Relevant Authority and such Supervisory Permission has not been revoked by the relevant date of such substitution to agree, subject to the Trustee being satisfied that the interests of the Holders will not be materially prejudiced thereby but without the consent of the Holders, to the substitution on a subordinated basis equivalent to that referred to in Condition 3 of certain other entities (any such entity, a "**Substitute Obligor**") in place of the Issuer (or any previous Substitute Obligor under this Condition) as a new principal debtor under the Trust Deed and the Securities.

(d) Entitlement of the Trustee

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

from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Holders except to the extent already provided for in Condition 10 and/or any undertaking given in addition to, or in substitution for, Condition 10 pursuant to the Trust Deed.

(e) Notices and Supervisory Permission

Any such modification, waiver, authorisation, determination or substitution shall be binding on all Holders and, unless the Trustee agrees otherwise, any such modification or substitution shall be notified by the Issuer to the Holders in accordance with Condition 15 as soon as practicable thereafter.

No modification to these Conditions or any other provisions of the Trust Deed shall become effective unless the Issuer shall have obtained any requisite Supervisory Permission therefor from the Relevant Authority and such Supervisory Permission has not been revoked by the relevant date of such modification.

13 Replacement of the Securities

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and regulations, at the specified office of the Registrar or such other Transfer Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Holders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (provided that the requirement is reasonable in light of prevailing market practice). Mutilated or defaced Certificates must be surrendered before replacements will be issued.

14 Rights of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer and the Holders, including (i) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Holders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

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

The Trustee may rely without liability to Holders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise.

Condition 3 applies only to amounts payable in respect of the Securities and nothing in Conditions 3, 5, 6 or 9 shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

The Trustee shall have no responsibility for, or liability or obligations in respect of, any loss, claim or demand incurred as a result of or in connection with any non-payment of interest, principal or other amounts by reason of Conditions 3, 5 or 6. Furthermore, the Trustee shall not be responsible for any calculation or the verification of any calculation in connection with any of the foregoing.

The Trustee shall not be liable for any consequences of any application of Irish Statutory Loss Absorption Powers or any other recovery or resolution powers (as provided in Condition 18*(c)* below) in respect of the Issuer or any of its affiliates or any Securities and shall not be required to take any action in connection therewith that would, in the Trustee's opinion, expose the Trustee to any liability or expense unless it shall have been indemnified and/or secured and/or prefunded to its satisfaction; provided that nothing in this paragraph shall prevent any application of Irish Statutory Loss Absorption Powers or any other recovery or resolution powers in respect of the Issuer or any of its affiliates or any Securities from taking effect, and each Holder by its acquisition of any Securities (or any interest therein), authorises and instructs the Trustee to take such steps as may be necessary or expedient in order to give effect to any such application of Irish Statutory Loss Absorption Powers or any other recovery or resolution powers.

15 Notices

Notices required to be given to the Holders pursuant to the Conditions shall be mailed to them at their respective addresses in the Register and deemed to have been given on the second weekday (being a day other than a Saturday or Sunday) after the date of mailing. The Issuer shall also ensure that all such notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Securities are for the time being listed and/or admitted to trading.

16 Further Issues

The Issuer may from time to time without the consent of the Holders, but subject to it obtaining any Supervisory Permission required therefor (and such Supervisory Permission not having been revoked at the relevant date of such creation and issue), create and issue further securities having the same terms and conditions as the Securities in all respects (or in all respects except for the amount and date of the first payment of interest on them and the date from which interest starts to accrue) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Securities) ("**Further Securities**"). References in these Conditions to the Securities include (unless the context requires otherwise) any Further Securities issued pursuant to this Condition 16. Any Further Securities shall, and any other securities may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed.

17 Agents

The initial Principal Paying Agent, the Registrar, the Agent Bank and the Transfer Agents and their initial specified offices are listed below. They act solely as agents of the Issuer or (in the limited circumstances referred to in the Trust Deed and the Agency Agreement) the Trustee and do not assume any obligation towards or relationship of agency or trust for or with any Holder. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar, the Agent Bank and the Transfer Agents and to appoint replacement agents as additional or other Transfer Agents, provided that it will:

(a) at all times maintain a Principal Paying Agent, a Registrar and a Transfer Agent; and

(b) whenever a function expressed in these Conditions to be performed by the Agent Bank falls to be performed, appoint and (for so long as such function is required to be performed) maintain an Agent Bank.

Notice of any such termination or appointment and of any change in the specified offices of the Agents will be given to the Holders by the Issuer in accordance with Condition 15. If any of the Agent Bank, Registrar or the Principal Paying Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Conditions or the Agency Agreement (as the case may be), the Issuer shall appoint, on terms acceptable to the Trustee, an independent financial institution acceptable to the Trustee to act as such in its place. All calculations and determinations made by the Agent Bank, Registrar or the Principal Paying Agent in relation to the Securities shall (save in the case of manifest error) be final and binding on the Issuer, the Trustee, the Agent Bank, the Registrar, the Principal Paying Agent and the Holders.

18 Governing Law and Jurisdiction

(a) Governing Law

The Trust Deed, the Securities and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of Ireland.

(b) Jurisdiction

The courts of Ireland are to have jurisdiction to settle any disputes that may arise out of or in connection with the Trust Deed or the Securities and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or any Securities (including any legal action or proceedings relating to non-contractual obligations arising out of or in connection with them) ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of the courts of Ireland in respect of any such Proceedings.

(c) Acknowledgement of Irish Statutory Loss Absorption Powers

Notwithstanding, and to the exclusion of, any other term of the Securities or any other agreements, arrangements or understanding between the Issuer and the Trustee or any Holder (which for the purposes of this Condition 18*(c)*, includes each holder of a beneficial interest in the Securities), the Trustee and, by its acquisition of the Securities (or any interest therein), each Holder acknowledges and accepts that the Relevant Amounts arising under the Securities may be subject to the exercise of Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

(a) the effect of the exercise of any Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:

(i) the reduction of all, or a portion, of the Relevant Amounts in respect of the Securities;

(ii) the conversion of all, or a portion, of the Relevant Amounts in respect of the Securities into shares, other securities or other obligations of the Issuer or another person, and the issue to or conferral on the Holder of such shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Securities;

(iii) the cancellation of the Securities or the Relevant Amounts in respect of the Securities; and

(iv) the amendment or alteration of the perpetual nature of the Securities or amendment of the amount of interest payable on the Securities, or the date on which interest becomes payable, including by suspending payment for a temporary period; and

(b) the variation of the terms of the Securities, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority.

No repayment or payment of Relevant Amounts in respect of the Securities will become due and payable or be paid after the exercise of any Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

Neither a reduction or cancellation, in part or in full, of the Relevant Amounts, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of the Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority with respect to the Securities will constitute an event of default for any purpose.

Upon the exercise of the Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority with respect to the Securities, the Issuer will provide a written notice to the Holders in accordance with Condition 15 as soon as practicable regarding such exercise of the Irish Statutory Loss Absorption Powers. The Issuer will also deliver a copy of such notice to the Trustee for information purposes. Any delay or failure by the Issuer in delivering any notice referred to in this Condition 18 shall not affect the validity and enforceability of the Irish Statutory Loss Absorption Powers nor constitute a default by the Issuer for any purpose.

19 Definitions

In these Conditions:

"**Additional Amounts**" has the meaning given to it in Condition 10;

"**Additional Tier 1 Capital**" has the meaning given to it (or any successor term) from time to time by the Relevant Authority;

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

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate)

(ii) the Issuer, following consultation with the Independent Adviser, determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Issuer determines that no such spread is customarily applied)

(iii) the Issuer, following consultation with the Independent Adviser, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

"**Agency Agreement**" has the meaning given to it in the preamble to these Conditions;

"**Agent Bank**" has the meaning given to it in the preamble to these Conditions;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Issuer, following consultation with the Independent Adviser, determines in accordance with Condition 4*(i)(ii)* is customarily applied in international debt capital markets transactions for the purposes of determining rates equivalent to the Reset Rate of Interest (or the relevant component part thereof) in euro;

"**Assets**" means the unconsolidated gross assets of the Issuer, as shown in its latest published audited balance sheet, but adjusted for subsequent events in such manner as the directors of the Issuer may determine;

"**Benchmark Amendments**" has the meaning given to it in Condition 4*(i)(iv)*;

"**Benchmark Event**" means:

(i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Securities; or

(v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

(vi) it has become unlawful for the Principal Paying Agent, the Agent Bank or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate, or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Principal Paying Agent and the Agent Bank. For the avoidance of doubt, none of the Trustee, the Principal Paying Agent or the Agent Bank shall have any responsibility for making such determination;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as the same may be amended or replaced from time to time (including, without limitation, by Directive (EU) 2017/2399 and by Directive (EU) 2019/879);

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which commercial banks and foreign exchange markets are open for general business in London and, if on that day a payment is to be made, a day which is a TARGET Business Day also;

"**Calculation Amount**" means €1,000 in principal amount provided that if the Prevailing Principal Amount of each Security is amended (either by Write Down or Write Up in accordance with Condition 6 or as otherwise required by then current legislation and/or regulations applicable to the Issuer), the Calculation Amount shall mean the amount determined in accordance with Condition 6 on a *pro rata* basis to account for such Write Down, Write Up and/or other such amendment otherwise required, as the case may be, and which is notified by the Issuer to Holders in accordance with Condition 15 with the details of such adjustment;

"**Capital Disqualification Event**" is deemed to have occurred if there is a change (which has occurred or which the Relevant Authority considers to be sufficiently certain) in the regulatory classification of the Securities which becomes effective after the Reference Date and that results, or would be likely to result, in the whole or any part of the outstanding aggregate Prevailing Principal Amount of the Securities at any time being excluded from, or ceasing to count towards, the Group's Tier 1 Capital or resulting in a reclassification as own funds of lower quality, provided a Capital Disqualification Event shall not be deemed to have occurred by reason only of (i) a Write Down or (ii) a potential (but not actual) change in the regulatory assessment of the tax effects of a Write Down;

"**Certificate**" has the meaning given to it in Condition 1*(a)*;

"**CET1 Ratio**" means, at any time the ratio of the aggregate amount of the Common Equity Tier 1 Capital of the Group at such time to the Risk Exposure Amount of the Group at such time, expressed as a percentage;

"**Common Equity Tier 1 Capital**", at any time, means the sum, expressed in euro, of all amounts that constitute common equity tier 1 capital (as that term is used in the CRD Regulation or any equivalent or similar law, rule or provision of the Regulatory Capital Requirements then applicable to the Group) at such time of the Group, as calculated by the Issuer on a consolidated basis, less any deductions therefrom required to be made at such time, as calculated on a consolidated basis, in accordance with the Regulatory Capital Requirements at such time and applying any transitional provisions set out in the Regulatory Capital Requirements which are applicable at such time;

"**Compliant Securities**" means securities issued directly by the Issuer that:

(a) have terms which are not materially less favourable to an investor than the terms of the Securities (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and provided that a certificate to such effect (including as to such consultation) of two Authorised Signatories shall have been delivered to the Trustee (upon which the Trustee shall be entitled to rely without further enquiry and without liability to any person) prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (1) contain terms which comply with (i) the then current requirements of the Relevant Authority in relation to Additional Tier 1 Capital and (ii) the Loss Absorption Regulations in relation to the Issuer's and/or the Group's minimum requirement for own funds and eligible liabilities; (2) provide for the same Interest Rate and Interest Payment Dates from time to time applying to the Securities; (3) rank *pari passu* with the Securities; (4) preserve any existing rights under these Conditions to any accrued interest or other amounts which have not been either paid or cancelled (but subject always to the right by the Issuer subsequently to cancel such accrued interest in accordance with the terms of the securities); and (5) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Securities, including (without limitation) as to timing of, and amounts payable upon, such redemption; and

(b) are (i) listed on the Official List and admitted to trading on the Global Exchange Market or (ii) listed on such other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer and approved by the Trustee; and

(c) where the Securities which have been substituted or varied had a published rating from the Rating Agency immediately prior to their substitution or variation, which rating was solicited by or on behalf of the Group, such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Compliant Securities;

"**Conditions**" has the meaning given to it in the preamble to these Conditions;

"**Consolidated Net Income**" means the consolidated profits after tax of the Group, as calculated by the Issuer by reference to the most recent published audited annual consolidated accounts and adjusted if required under the Regulatory Capital Requirements;

"**CRD Directive**" means the Directive (2013/36/EU) of the European Parliament and of the Council on the access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms dated 26 June 2013, as amended or replaced from time to time (including without limitation by Directive (EU) 2019/878) and, as the context permits, any provision of Irish law transposing or implementing such Directive (as it is amended or replaced from time to time);

"**CRD Regulation**" means the Regulation (EU No. 575/2013) of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013, as amended or replaced from time to time (including without limitation by Regulation (EU) 2019/876);

"**CRD Supplementing Regulation**" means the Commission Delegated Regulation (EU No. 241/2014) of 7 January 2014 supplementing the CRD Regulation, as amended or replaced from time to time;

"**Directors**" means the directors of the Issuer;

"**Distributable Items**" means, subject as otherwise defined from time to time in the Regulatory Capital Requirements, in relation to interest otherwise scheduled to be paid on a date, the amount of the profits at the end of the last Financial Year preceding such date plus any profits brought forward and reserves available for that purpose, before distributions to holders of own funds instruments, less any losses brought forward, any profits which are non-distributable pursuant to applicable European Union or national law or the Issuer's by-laws and any sums placed to non-distributable reserves in accordance with applicable national law or the statutes of the Issuer, in each case with respect to the specific category of own funds instruments to which applicable European Union or national law or the Issuer's by-laws or statutes relate; such profits, losses and reserves being determined on the basis of the individual accounts of the Issuer and not on the basis of its consolidated accounts;

"**€**" or "**euro**" means the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty of Rome establishing the European Communities as amended;

"**Euronext Dublin**" means The Irish Stock Exchange plc trading as Euronext Dublin;

"**Extraordinary Resolution**" has the meaning given to it in the Trust Deed;

"**Financial Year**" means the financial year of the Issuer (being the one-year period in respect of which it prepares annual audited financial statements) from time to time, which as at the Issue Date runs from (and including) 1 January in one calendar year to (but excluding) the same date in the immediately following calendar year;

"**First Reset Date**" means 14 January 2032;

"**Full Loss Absorbing Instruments**" has the meaning set out in Condition 6*(b)*;

"**Further Securities**" has the meaning given to it in Condition 16;

"**Group**" means the Issuer together with each entity within the prudential consolidation of the Issuer (as that term or its successor is used in the Regulatory Capital Requirements) pursuant to Chapter 2 of Title II of Part One of the CRD Regulation;

"**Holder**" has the meaning given to it in Condition 1(*b*);

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4*(i)(i)*;

"**Initial Fixed Interest Rate**" has the meaning given to it in Condition 4*(c)*;

"**Initial Fixed Rate Interest Period**" means the period from (and including) the Issue Date to (but excluding) the First Reset Date;

"**Interest Payment Date**" means 14 January and 14 July in each year, starting on (and including) 14 July 2025;

"**Initial Principal Amount**" means, in relation to each Security, the principal amount of that Security on the Issue Date;

"**Interest Period**" means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

"**Interest Rate**" means the Initial Fixed Interest Rate and/or the Reset Rate of Interest, as the case may be;

"**Ireland**" means the Republic of Ireland;

"**Irish Statutory Loss Absorption Powers**" means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland, relating to (i) BRRD and/or Irish legislation transposing BRRD into Irish law, in each case as amended or replaced from time to time and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period);

"**Issue Date**" means 14 January 2025, being the date of the initial issue of the Securities;

"**Issuer**" has the meaning given to it in the preamble to these Conditions;

"**Liabilities**" means the unconsolidated gross liabilities of the Issuer, as shown in its latest published audited balance sheet, adjusted for contingent liabilities for subsequent events in such manner as the directors of the Issuer may determine;

"**Loss Absorbing Instruments**" means capital instruments or other obligations issued directly or indirectly by any member of the Group (other than the Securities) which qualify as Additional Tier 1 Capital of the Group and which include a principal loss absorption mechanism that is capable of generating Common Equity Tier 1 Capital and that is activated by a trigger event set by reference to the CET1 Ratio;

"**Loss Absorption Disqualification Event**" is deemed to have occurred if, as a result of any amendment to, or change in, any Loss Absorption Regulations, or any change in the application or official interpretation of any Loss Absorption Regulations, in any such case becoming effective on or after the Reference Date, the Securities are or (in the opinion of the Issuer or the Relevant Authority) are likely to become fully excluded from or ceasing to count towards the Issuer's and/or the Group's minimum requirements for (A) own funds and eligible liabilities and/or (B) loss absorbing capacity instruments, in each case as such minimum requirements are

applicable to the Issuer and/or the Group and determined in accordance with, and pursuant to, the relevant Loss Absorption Regulations;

"**Loss Absorption Regulations**" means, at any time, any requirement contained in the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments of Ireland, the Relevant Authority and/or of the European Parliament or of the Council of the European Union then in effect in Ireland and applicable to the Issuer and/or the Group including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments adopted by the Relevant Authority from time to time (whether such regulations, requirements, guidelines, rules, standards or policies are applied generally or specifically to the Issuer or to the Group);

"**Margin**" means 3.705 per cent.;

"**Maximum Distributable Amount**" has the meaning given to it in Condition5*(c)*;

"**Official List**" means the official list of Euronext Dublin;

"**Original Reference Rate**" means the Reset Reference Rate (or any component part thereof) or any successor or alternative rate (or component part thereof) determined pursuant to Condition 4*(i)*;

"**own funds**" has the meaning given to it in the Regulatory Capital Requirements;

"**own funds instruments**" has the meaning given to it in the Regulatory Capital Requirements;

"**Prevailing Principal Amount**" means, in relation to each Security at any time, the principal amount of such Security at that time, being its Initial Principal Amount, as adjusted from time to time for any Write Down and/or Write Up, in accordance with Condition 6 and/or as otherwise required by then current legislation and/or regulations applicable to the Issuer;

"**Principal Paying Agent**" has the meaning given to it in the preamble to these Conditions;

"**Rating Agency**" means Moody's Investors Service Limited, S&P Global Ratings Europe Limited, or their respective successors;

"**Recognised Stock Exchange**" means a recognised stock exchange for the purposes of the exemption from withholding tax on interest payments under section 64 of the Taxes Consolidation Act, 1997;

"**Record Date**" has the meaning given to it in Condition 8*(a)*;

"**Reference Date**" means the later of (i) the Issue Date and (ii) the latest date (if any) on which any Further Securities have been issued pursuant to Condition 16;

"**Register**" has the meaning given to it in Condition 1(*b*);

"**Registrar**" has the meaning given to it in the preamble to these Conditions;

"**Regulatory Capital Requirements**" means, at any time, any requirement or provision contained in the laws, regulations, requirements, guidelines and policies of the Relevant Authority (whether or not having the force of law), or of Ireland or of the European Parliament and Council then in effect in Ireland relating to capital adequacy (whether on a risk-weighted, leverage or other basis), prudential supervision (including the requisite features of own funds instruments) and/or resolution (including any minimum requirement for own funds and eligible liabilities) and applicable to the Issuer and/or, as applicable, the Group;

"**Relevant Amounts**" means the outstanding principal amount of the Securities, together with any accrued but unpaid interest and Additional Amounts and any other amounts due on or in respect of the Securities. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Irish Statutory Loss Absorption Powers by the Relevant Resolution Authority;

"**Relevant Authority**" means, at any time, the European Central Bank or such other additional or successor authority having primary supervisory authority with respect to prudential and/or resolution matters concerning the Issuer and/or the Group at such time;

"**Relevant Date**" means (i) in respect of any payment other than a sum to be paid by the Issuer in a Winding-Up, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Holders that, upon further surrender of the Certificate representing such Security being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such surrender, and (ii) in respect of a sum to be paid by the Issuer in a Winding-Up, the date which is one day prior to the date on which an order is made or a resolution is passed for the winding-up (or, in the case of an examinership, one day prior to the date on which any dividend is distributed);

"**Relevant Jurisdiction**" means Ireland or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and/or interest on the Securities;

"**Relevant Nominating Body**" means:

(i) the central bank for euro, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for euro, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Irish Statutory Loss Absorption Powers in relation to the Issuer and/or the Securities (being, as at the Issue Date, the Single Resolution Board);

"**Reset Date**" means the First Reset Date and each fifth anniversary of the First Reset Date thereafter;

"**Reset Determination Date**" means, in respect of a Reset Period, the day falling two TARGET Business Days prior to the first day of such Reset Period;

"**Reset Period**" means the period from and including the First Reset Date to but excluding the next Reset Date, and each successive period from and including a Reset Date to but excluding the next succeeding Reset Date;

"**Reset Rate of Interest**" has the meaning given to it in Condition 4*(d)*;

"**Reset Reference Banks**" means five leading swap dealers in the principal interbank market relating to euro selected by the Issuer in its discretion after consultation with the Agent Bank;

"**Reset Reference Rate**" means in respect of a Reset Period, (i) the applicable annual mid-swap rate for swap transactions in euro (with a maturity equal to five years) as displayed on the Screen Page at 11.00 a.m. (Central

European time) on the relevant Reset Determination Date or (ii) if such rate is not displayed on the Screen Page at such time and date, the Reset Reference Bank Rate on the relevant Reset Determination Date,

where:

"**Mid-Swap Quotations**" means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed for floating interest rate swap transaction in euro which (i) has a term commencing on the relevant Reset Date which is equal to five years; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis);

"**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the Mid-Swap Quotations provided by the Reset Reference Banks to the Agent Bank at or around 11:00 a.m. Central European time on the relevant Reset Determination Date and, rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards). If at least four quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the rounded quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the Reset Reference Rate in respect of the immediately preceding Reset Period or (ii) in the case of the Reset Period commencing on the First Reset Date, an amount equal to 2.325 per cent.;

"**Screen Page**" means ICESWAP2, or such other screen page as may replace it on Reuters or, as the case may be, on such other information service that may replace Reuters, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying comparable rates;

"**Risk Exposure Amount**" means, at any time, the aggregate amount, expressed in euro, of the risk weighted assets of the Group at such time, as calculated by the Issuer on a consolidated basis in each case in accordance with the Regulatory Capital Requirements at such time and taking into account any transitional arrangements under the Regulatory Capital Requirements which are applicable at such time;

"**Securities**" has the meaning given to it in the preamble to these Conditions;

"**Senior Creditors**" means creditors of the Issuer: (a) who are unsubordinated creditors of the Issuer; (b) whose claims are, or are expressed to be, subordinated to the claims of unsubordinated creditors of the Issuer but not further or otherwise; or (c) whose claims are, or are expressed to be, junior to the claims of other creditors of the Issuer, whether subordinated or unsubordinated, other than those whose claims rank, or are expressed to rank, *pari passu* with, or junior to, the claims of the Holders in a Winding-Up in respect of the Securities (and, for the avoidance of doubt, Senior Creditors shall include holders of Tier 2 Capital instruments);

"**Solvency Condition**" has the meaning given to it in Condition 3*(b)*;

"**Substitute Obligor**" has the meaning given to it in Condition 12*(c)*;

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body;

"**Supervisory Permission**" means, in relation to any action, such notice, permission, consent, approval, non-objection and/or waiver as is required therefor under prevailing Regulatory Capital Requirements (if any);

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"**TARGET Business Day**" means a day on which T2 is open for the settlement of payments in euro;

"**Tax Event**" means that, as a result of any change in, or amendment to, the laws or regulations of Ireland or any political subdivision or any authority thereof or therein having power to tax, or any published change in the application or official interpretation or administration of such laws or regulations, becoming effective on or after the Reference Date, on the occasion of the next payment due in respect of the Securities:

(a) the Issuer would be obliged to pay Additional Amounts as provided or referred to in Condition 10; or

(b) the Issuer is or will no longer be entitled to claim a deduction in computing its taxable profits and losses in respect of interest payable on the Securities where prior to such change or amendment the Issuer was entitled to claim such a deduction, or such deduction is or would be reduced or deferred,

and, in either case, such consequence cannot be avoided by the Issuer taking reasonable measures available to it;

"**Tier 1 Capital**" means, in relation to the Group the sum, expressed in euro, of all amounts that constitute Tier 1 Capital (as such term (or any successor term) is defined, from time to time, by the Relevant Authority);

"**Tier 2 Capital**" has the meaning given to it (or any successor term) from time to time by the Relevant Authority or the applicable prudential rules;

"**Transfer Agent**" has the meaning given to it in the preamble to these Conditions;

"**Trigger Event**" means the CET1 Ratio has fallen below seven per cent.;

"**Trigger Event Notice**" means the notice referred to as such in Condition 6*(a)* which shall be given by the Issuer to the Holders, in accordance with Condition 15, the Trustee, the Registrar, the Principal Paying Agent and the Relevant Authority, and which shall state with reasonable detail the nature of the relevant Trigger Event, the relevant Write Down being implemented, any Write Down Amount (if then known) and the basis of its calculation and the relevant Write Down Date;

"**Trust Deed**" has the meaning given to it in the preamble to these Conditions;

"**Trustee**" has the meaning given to it in the preamble to these Conditions;

"**two Authorised Signatories**" means any two signatories authorised to act on behalf of the Issuer;

"**Winding-Up**" means an order is made for the winding up or dissolution of the Issuer or an effective resolution is passed at a general meeting of the shareholders of the Issuer for the appointment of an examiner of the Issuer;

"**Write Down**" and "**Written Down**" shall be construed as provided in Condition 6*(a)*;

"**Write Down Amount**" has the meaning given to it in Condition 6*(b)*;

"**write down and/or conversion**" means, in respect of any Loss Absorbing Instruments, the reduction and/or, as the case may be, conversion into Common Equity Tier 1 Capital of the prevailing principal amount of such instruments as contemplated in Condition *6(b)*;

"**Write Down Date**" has the meaning given to it in Condition 6*(a)*;

"**Write Up**" and "**Written Up**" shall be construed as provided in Condition 6*(d)*;

"**Write Up Amount**" has the meaning given to it in Condition 6*(d)*;

"**Write Up Date**" has the meaning given to it in Condition *6(d)*;

"**Write Up Notice**" has the meaning given to it in Condition 6*(d)*; and

"**Written Down Additional Tier 1 Instrument**" means an instrument (other than the Securities) issued directly or indirectly by any member of the Group and qualifying (or which would qualify after any write-up pursuant to its terms) as Additional Tier 1 Capital of the Group that, immediately prior to any Write Up of the Securities, has a prevailing principal amount which is less than its initial principal amount due to a write down and that has terms permitting a principal write up to occur on a basis similar to that set out in Condition 6*(d)* in the circumstances existing on the relevant Write Up Date.

DESCRIPTION OF THE SECURITIES WHILE IN GLOBAL FORM

1 Initial Issue of Certificates

The Global Certificate will be registered in the name of a nominee (the "**Registered Holder**") for a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") and may be delivered on or prior to the original issue date of the Securities.

Upon the registration of the Global Certificate in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Securities equal to the nominal amount thereof for which it has subscribed and paid.

2 Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system ("**Alternative Clearing System**") as the holder of a Security represented by a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the holder of the Global Certificate and in relation to all other rights arising under the Global Certificate, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Securities for so long as the Securities are represented by the Global Certificate and such obligations of the Issuer will be discharged by payment to the holder of the Global Certificate in respect of each amount so paid.

3 Exchange

The following will apply in respect of transfers of Securities held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Securities within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Securities may be withdrawn from the relevant clearing system.

Transfers of the holding of Securities represented by the Global Certificate pursuant to Condition 2(a) may only be made in part:

(i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

(ii) upon or following any failure to pay principal in respect of any Securities when it is due and payable; or

(iii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (i) or (ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

4 Amendment to Conditions

The Global Certificate contains provisions that apply to the Securities that it represents, some of which modify the effect of the terms and conditions of the Securities set out in these Listing Particulars. The following is a summary of certain of those provisions:

4.1 Calculation of Interest

For so long as all of the Securities are represented by a Global Certificate and such Global Certificate is held on behalf of Euroclear and Clearstream, Luxembourg, interest shall be calculated on the basis of the aggregate principal amount of the Securities represented by such Global Certificate (such principal amount being subject to write-up or write-down pursuant to Condition 6), and not per Calculation Amount as provided in Condition 4.

4.2 Payments

All payments in respect of Securities represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

4.3 Meetings

For the purposes of any meeting of Holders, the holder of the Securities represented by the Global Certificate shall be treated for the purposes of any meeting of Holders as being entitled to one vote in respect of each €1 in nominal amount of the currency of the Securities.

4.4 Trustee's Powers

In considering the interests of Holders while the Global Certificate is held on behalf of, or registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to the Global Certificate and may consider such interests as if such accountholders were the holders of the Securities represented by the Global Certificate.

4.5 Notices

For so long as the Securities are represented by a Global Certificate and the Global Certificate is held on behalf of Euroclear and Clearstream, Luxembourg, notices may be given to the Holders by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to their respective accountholders in substitution for publication as required by the Conditions provided that, for so long as the Securities are listed on the GEM or on any other stock exchange, notices will also be given in accordance with any applicable requirements of such stock exchange.

5 Electronic Consent and Written Resolution

While the Global Certificate is held on behalf of a relevant Clearing System, then:

(a) approval of a resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) in accordance with their operating rules and procedures by or on behalf of the holders

of not less than 75 per cent. in nominal amount of the Securities outstanding (an "**Electronic Consent**" as defined in the Trust Deed) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Holders duly convened and held, and shall be binding on all Holders whether or not they participated in such Electronic Consent; and

(b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be, by (a) accountholders in the clearing system with entitlements to such Global Certificate and/or, (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "**relevant clearing system**") and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Holders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Securities is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

USE OF PROCEEDS

The net proceeds of the issue of the Securities will be used by the Issuer for general corporate purposes and to further strengthen, and optimise, the capital base of the Group.

AIB GROUP PLC AND THE GROUP

Overview

The Issuer is a public limited company incorporated in Ireland on 8 December 2016 under the Companies Act 2014, with registration number 594283. The Group is a financial services group operating predominantly in Ireland and the United Kingdom, providing a comprehensive range of services to retail, business and corporate customers with market-leading positions across key segments. AIB is the principal brand of the Group across all geographies in which it operates. Two of the Group's subsidiaries also operate in Ireland, EBS, a challenger brand, and Haven, a mortgage broker channel. The Group also operates in Great Britain as Allied Irish Bank (GB), and in Northern Ireland, under the trading name of AIB Northern Ireland ("AIB NI").

The Group offers a full suite of products for retail customers, including mortgages, personal loans, credit cards, current accounts, insurance, pensions, financial planning, investments, savings and deposits. Its products for business and corporate customers include finance and loans, business current accounts, deposits, foreign exchange and interest rate risk management products, trade finance products, invoice discounting, leasing, credit cards, merchant services, payments and corporate finance.

AIB's profit before taxation was €2,394 million and €880 million for the years ended 31 December 2023 and 2022, respectively. As at 30 June 2024, AIB had total assets of €137 billion and equity of €14.3 billion and as at 31 December 2023, total assets of €136.3 billion and equity of €15.1 billion.

AIB's Business

In 2024 the Group introduced a new customer facing segment, 'Climate Capital', focused on Core Renewable Project Finance and Infrastructure lending across Ireland, the UK, Europe and North America, increasing the Group's reportable segments from four to five. AIB operates through the following business segments: Retail Banking, AIB Capital Markets ("Capital Markets"), Climate Capital, AIB UK and Group segment.

Retail Banking

AIB's leading Irish retail franchise provides a comprehensive range of products and services to more than 3 million customers delivered through the branch, digital and phone banking channels, with an expanded reach into the retail customer base via EBS, Haven, AIB Merchant Services, Payzone, Nifti and AIB life.

- Homes & Consumer are responsible for meeting the everyday banking needs of customers in Ireland by delivering innovative products, propositions and services and for growing the market leading positions. The aim is to achieve a seamless and transparent customer experience across all of AIB's products and services including mortgages, current accounts, personal lending, payments and credit cards, deposits, insurance and wealth.
- SME serves the micro and small SME customers through AIB's sector-led strategy and local expertise with an extensive product and services offering. The aim is to help AIB's customers create and build sustainable businesses in their communities.

Capital Markets

Capital Markets provides institutional, corporate and business banking services to the Group's larger customers and customers requiring specific sector or product expertise. Capital Markets' relationship driven model serves customers through sector specialist teams including: corporate banking, real estate finance and business banking.

In addition to traditional credit products, Capital Markets offers customers foreign exchange and interest rate risk management products, cash management products, trade finance, mezzanine finance, structured and specialist finance and equity investments, as well as private banking services and advice. Capital Markets also

has syndicated and international finance teams based in Dublin and in New York. Goodbody offers further capabilities in wealth management, corporate finance, asset management and wider capital market propositions.

Financial Solutions Group (FSG) is the Group's dedicated centre of excellence for the management of the Group's non-performing exposures (NPEs), with the objective of supporting customers in difficulty and delivering the Group's strategy to reduce NPEs.

Climate Capital

Climate Capital is a new segment comprised of certain assets and resources previously residing in Capital Markets and AIB UK segments. Climate Capital specialises in lending to large scale renewable energy and infrastructure projects, which are key drivers for sustainable economic growth. The business serves the Irish, UK, European and North American markets through offices in Dublin, London and New York.

AIB UK

AIB UK offers corporate, retail and business banking services in two distinct markets:

- a sector-led corporate bank supporting mid to large corporates focused on housing, commercial real estate, health, hotels and manufacturing businesses across both Great Britain and Northern Ireland. Services include lending, treasury, trade facilities, asset finance and invoice discounting; and
- a full service retail bank in Northern Ireland (AIB NI) to personal and business customers with a focus on mortgage and business lending.

Group

Group comprises wholesale treasury activities and Group control and support functions. Treasury manages the Group's liquidity and funding positions and provides customer treasury services and economic research. The Group's control and support functions in the period included Technology, Operations and Business Services, Finance, Risk, Legal, Corporate Governance, Chief Customer Office, Human Resources, Strategy & Sustainability, Corporate Affairs and Group Internal Audit.

History

AIB has a long history of operating in Ireland, with its predecessor organisations having been part of the Irish banking sector for almost 200 years. AIB Bank was incorporated as a limited company on 21 September 1966 and was subsequently re-registered as a public limited company on 2 January 1985. In 1996, AIB's retail operations in the United Kingdom were integrated and the resulting entity was renamed AIB Group (UK) p.l.c., with two distinct trading names: Allied Irish Bank (GB) in Great Britain and AIB NI in Northern Ireland.

Following measures and capital investments by the Irish Government in response to the global financial crisis in 2008, the Irish Government owned 99.8 per cent. of the ordinary shares in the capital of AIB. In June 2017, the Irish Government and AIB Bank completed a secondary offering of ordinary shares, reducing the Irish Government's holding to 71.12 per cent. Admission to the Official Lists together with admission to trading on the main markets for listed securities on The Irish Stock Exchange (now known as Euronext Dublin) and the London Stock Exchange commenced on 27 June 2017.

In December 2017, AIB completed a re-organisation in which AIB Bank's shares were cancelled, with one share of the Issuer being issued for every AIB Bank share held at such time. On 11 December 2017, the entire issued ordinary share capital of AIB Group plc, comprising 2,714,381,237 ordinary shares, was admitted to the Official Lists of each of The Irish Stock Exchange (now known as Euronext Dublin) and the FCA and to trading on the main markets of The Irish Stock Exchange (now known as Euronext Dublin) and the London Stock Exchange.

On 21 December 2021 the Minister for Finance announced his intention to sell part of the State's 71.12 per cent. shareholding in the Group. In 2023 the Group returned to majority private ownership following a directed share buyback, the sell down of shares, the placing of shares, and disposals as part of a pre-arranged trading plan. As at the date of these Listing Particulars, the State's shareholding was less than 20 per cent..

Capital Position and Requirements

The ECB supervises the Group from a prudential perspective, including liquidity.

The Group's consolidated minimum capital requirement at 30 June 2024 is 16.03 per cent. This is the sum of a 8.00 per cent. Pillar 1 requirement plus a 2.60 per cent. Pillar 2 requirement (of which 1.46 per cent. must be held in CET1), a 2.50 per cent. Capital Conservation Buffer requirement, and a 1.50 per cent. O-SII requirement, and a Countercyclical Capital Buffer of 1.43 per cent, which is comprised of ROI CCyB of 1.03 per cent., UK CCyB of 0.34 per cent. and other CCyB of 0.06 per cent.. Pillar 2 guidance is also applicable but not disclosed and is not binding for the purpose of determining a breach of the Maximum Distributable Amount ("**MDA**") threshold.

Further, any shortfall in Pillar 1 or Pillar 2 requirements which would otherwise be made up of AT1 or Tier 2 capital (up to their respective limits in CRR) must be met with CET1 (for an AT1 shortfall) and AT1 or CET1 (for a Tier 2 shortfall) in order to avoid a breach of the MDA threshold.

A breach of the minimum requirements would induce constraints, for example in relation to dividend distributions and coupon payments on certain capital instruments, including the Securities (see Risk Factor 33 "*The Issuer may at any time elect, and in certain circumstances shall be required, not to make interest payments on the Securities*" and Risk Factor 35 "*CRD includes capital requirements that are in addition to the minimum capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Securities in certain circumstances, in which case the Issuer will automatically cancel such interest payments*").

For the purpose of determining if there has been a breach of the MDA threshold, the applicable Pillar 1 and Pillar 2 requirements and the Combined Buffer Requirements are taken into account. Consequently, based on the Group's reported consolidated capital ratios as at 30 June 2024, the applicable buffers to the MDA threshold and to the seven per cent. Trigger Event in the terms of the Securities on a fully-loaded basis as at 30 June 2024 are set out below.

	30 June 2024 (all figures expressed on a fully loaded basis)		
	CET1	**Tier 1**	**Total Capital (Phased-in)**
Group Ratio.....	15.5%	17.5%	20.4%
MDA Threshold current…….	11.4%	13.4%	16.03%
MDA Buffer (%)……	4.1%	4.1%	4.4%
MDA Buffer (€m).....	2475	2501	2672
Buffer to Trigger Event (%).…	8.5%	10.5%	13.4%
Buffer to Trigger Event (€m)….	5155	6392	8179

The Group's risk-weighted assets are €60,951 million on a fully-loaded basis as at 30 June 2024.

The Issuer has indicated it has a medium-term CET1 ratio target (on a consolidated basis) in excess of 14 per cent. (fully-loaded), which includes a management buffer above regulatory requirements and guidance.

The Issuer will be required to cancel any interest amount if payment of it, when aggregated with certain other payment, exceeds the Distributable Items of the Issuer's issue (see Risk Factor 34 "*The level of the Issuer's Distributable Items is affected by a number of factors and insufficient Distributable Items will restrict the ability of the Issuer to make interest payments on the Securities*"). The Issuer had available Distributable Items as at 30 June 2024 in excess of €5 billion.

Board of Directors and Executive Officers

The following is a list of directors and officers of the Issuer as at the date of these Listing Particulars. The business address of each of the directors and officers referred to below is c/o 10 Molesworth Street, Dublin 2. The contact telephone number for the Issuer is: +353 (1) 660 0311.

Name	**Title**
Jim Pettigrew	Chair and Non-Executive Director
Brendan McDonagh	Deputy Chair and Independent Non-Executive Director
Helen Normoyle	Senior Independent Non-Executive Director
Anik Chaumartin	Independent Non-Executive Director
Donal Galvin	Chief Financial Officer and Executive Director
Basil Geoghegan	Independent Non-Executive Director
Tanya Horgan	Independent Non-Executive Director
Colin Hunt	Chief Executive Officer and Executive Director
Sandy Kinney Pritchard	Independent Non-Executive Director
Elaine MacLean	Independent Non-Executive Director
Andy Maguire	Independent Non-Executive Director
Ann O'Brien	Independent Non-Executive Director
Fergal O'Dwyer	Independent Non-Executive Director
Raj Singh	Independent Non-Executive Director
Jan Sijbrand	Independent Non-Executive Director
Conor Gouldson	Company Secretary

As far as is known to AIB, no potential conflicts of interest exist between any duties to AIB of the persons listed under "*Board of Directors and Executive Officers*" above and their private interests and/or other duties.

The Board-approved Code of Conduct and Conflicts of Interest Policy sets out how actual, potential or perceived conflicts of interest are to be evaluated, reported and managed to ensure that Directors act at all times in the best interests of the Group and its stakeholders. Executive Directors, as employees of the Group, are also subject to the Group's Code of Conduct and Conflicts of Interests Policy for employees.

Executive Committee

Name	Title
Colin Hunt	Chief Executive Officer
Cathy Bryce	Managing Director of AIB Capital Markets
Geraldine Casey	Managing Director of Retail Banking
Donal Galvin	Chief Financial Officer
Hilary Gormley	Managing Director of AIB Group (UK) p.l.c.
Graham Fagan	Chief Technology Officer
Barry Field	Corporate Affairs Director
Michael Frawley	Chief Risk Officer
David McCormack	Chief People Officer
Andrew McFarlane	Chief Operating Officer
Orlaith Ryan	Chief Customer Officer
Paul Travers	Managing Director of Climate Capital
Mary Whitelaw	Chief Strategy and Sustainability Officer

Orlaith Ryan was appointed as Chief Customer Officer in October 2024 replacing Sajid Arshad who held the role on an interim basis since March 2024.

Recent Developments

As at the date of these Listing Particulars, the Irish State's shareholding in the Group had reduced to less than 20 per cent.

As at 1 January 2024 the State's shareholding stood at 40.77 per cent. The reduction in State shareholding for the year to date has been driven by the use of all mechanisms including disposals as part of a pre-arranged trading plan, placement of shares and two off-market purchases of ordinary shares from the Minister for Finance. The first being a €1 billion buyback which settled on 8 May 2024, and the second being a €500 million buyback which settled on 3 September 2024. Following both transactions AIB cancelled the Ordinary Shares which had been purchased.

At the Annual General Meeting of the Issuer held on 2 May 2024, Shareholders approved the making by the Issuer of an Odd-lot Offer pursuant to which Shareholders holding 20 or fewer ordinary shares were offered the opportunity to have their shares purchased by the Issuer at a 5 per cent. premium, without the dealing costs that would typically render such a disposal uneconomic. The Odd-lot Offer was launched on 9 September 2024, and following implementation on 8 October 2024, a total of 253,765 ordinary shares were repurchased, which resulted in the number of certificated shareholders reducing by 60,055.

The Group executed its first significant risk transfer on a reference portfolio of approximately €1.0 billion of corporate assets which will improve the Group's CET1 ratio by around 20 basis points.

Following the SREP performed by the ECB in 2024, the Pillar 2 Requirement for AIB Group plc has reduced by 20 basis points to 2.40 per cent. from 2.60 per cent. effective as of 1 January 2025.

Financial Performance for the nine months ended 30 September 2024[1]

Financial Performance

Net interest income was 12 per cent. higher in the nine-month period ending 30 September 2024 ("**Period**") compared to the equivalent period in 2023 primarily as a result of higher interest rates and an increase in average loan volumes. Net interest margin for the Period was 3.22 per cent and the net interest margin in the equivalent period in 2023 was 3.04 per cent..

Other income decreased 15 per cent. in the Period compared to the equivalent period in 2023 reflecting lower income from forward contracts with the completion of the onboarding of Ulster Bank loans. There were strong performances across fee-based lines.

Operating costs were up 6 per cent. in the Period due to increased staff numbers to support higher business volumes, inflation and enhanced employee benefits.

Asset quality remains robust in the Period. NPEs were €2.2 billion or 3.1 per cent. of gross loans (31 December 2023: €2.0 billion or 3 per cent.).

The Group expects bank levies and regulatory fees for the full year 2024 to be approximately €145 million.

Exceptional costs are expected to be approximately €100 million in full-year 2024.

Balance Sheet

Gross loans of €70.4 billion were up €3.4 billion in in the Period (31 December 2023: €67.0 billion) primarily driven by new lending of €10.0 billion and the completion of the onboarding of €0.8 billion Ulster Bank tracker mortgages.

Total new lending in the Period increased by 17 per cent. to €10.0 billion.

Green lending in the Period accounted for 35 per cent. of new lending with €15.1 billion of new green lending since 2019.

Funding and Capital

Customer accounts in the Period increased by €3.2 billion to €108.0 billion (December 2023: €104.8 billion, June 2024: €107.0 billion), with 92 per cent. of customer accounts ROI based.

The Group continues to have strong funding and liquidity ratios with a loan to deposit ratio of 64 per cent. (31 December 2023: 63 per cent.), liquidity coverage ratio of 204 per cent. (31 December 2023: 199 per cent.) and net stable funding ratio of 162 per cent. (31 December 2023: 159 per cent.).

The CET1 fully-loaded ratio at the end of the Period was 15.8 per cent[2]. (31 December 2023: 15.8 per cent.), and reflects strong capital generation, offset by a dividend accrual in line with the Group's policy, the €505 million share buyback which is now complete and an increase in risk weighted assets.

AIB targets a payout ratio at the upper end of 40 – 60 per cent. of the ordinary policy range and has capacity for additional distributions above policy as AIB moves towards the medium-term CET1 ratio target (on a consolidated basis) in excess of 14 per cent. (fully-loaded), subject to Board and regulatory approval.

---

[1] Based on internal management accounts and as reported in the AIB Q3 2024 Trading Update published on 5 November 2024. For the avoidance of doubt, the AIB Q3 2024 Trading Update is not incorporated by reference into these Listing Particulars and the AIB Q3 2024 Trading Update has not been filed with or reviewed by Euronext Dublin.

[2] The CET1 fully-loaded ratio of 15.8 per cent. recognises year to date profits for the Period. However, the regulatory reported ratio of the Group as at 30 September 2024 was 14.9 per cent as that ratio, in accordance with ECB Guidance and the CRR, does not recognise year to date profits for the Period and is net of the mid-year €505m share buyback.

TAXATION

The following is a summary of certain Irish tax consequences of the purchase, ownership and disposal of Securities. It applies to you if you are the absolute beneficial owner of Securities (including all amounts payable by the Issuer in respect of your Securities). However, it does not apply to certain classes of persons such as dealers in securities, trustees, companies connected with AIB, insurance companies, entities treated as being associated with the Issuer for Irish tax purposes that are located in a zero or low tax jurisdiction etc. The summary is not a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of Securities. The summary is based upon Irish laws, and the practice of the Revenue Commissioners of Ireland ("Revenue"), in effect on the date of these Listing Particulars. The summary does not constitute tax or legal advice and is of a general nature only. You should consult your own tax adviser with respect to the applicable tax consequences of the purchase, ownership, redemption and disposal of Securities and the receipt of interest or dividends thereon under the laws of your country of residence, citizenship or domicile.

Irish Taxation

1 Withholding tax

Pursuant to Condition 10, AIB will where there is a withholding or deduction for or on account of tax in respect of interest (but not principal or any other amount), subject to certain limitations and exceptions, pay such additional amounts as will result (after such withholding and/or deduction) in the receipt by the holders of the Securities of such sums which would have been receivable (in the absence of such withholding and/or deduction) from it in respect of their Securities.

Payments on securities to be treated as interest

Payments by AIB in respect of the Securities which are not payments of principal are expected to be treated as interest (and not as distributions) for Irish tax purposes. This treatment arises by virtue of specific Irish tax legislation which provides that coupons paid in respect of Additional Tier 1 instruments shall be regarded as interest for Irish tax purposes and not as distributions. The Finance Act 2019 extended the Irish tax treatment of Additional Tier 1 instruments to instruments that are substantially similar or 'equivalent' issued by non-financial institutions.

Interest Withholding Tax

AIB will be required to withhold interest withholding tax ("**IWT**") from payments of interest on the Securities unless an exemption applies.

An exemption from IWT applies for interest bearing securities which are quoted on a recognised stock exchange, such as Euronext Dublin (quoted Eurobonds). It is intended that the Securities will be listed on Euronext Dublin and will be treated as quoted Eurobonds as a result. The Securities may also be entitled to an equivalent exemption even if they are not listed on a recognised stock exchange, for so long as they are treated as Additional Tier 1 instruments under Article 52 of the CRD Regulation.

Any interest paid on such quoted Eurobonds can be paid free of IWT provided:

- the person by or through whom the payment is made is not in Ireland; or
- the payment is made by or through a person in Ireland, and the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to the person by or through whom the payment is made; or

- the payment is made by or through a person in Ireland and the quoted Eurobond is held in a recognised clearing system (which includes Euroclear and Clearstream, Luxembourg).

2 Encashment Tax

Irish tax will be required to be withheld at the rate of 25 per cent. from interest on any Security, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any investor. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank. An exemption also applies where the payment is made to a company and that company is beneficially entitled to the income and is or will be within the charge to Irish corporate tax in respect of the income.

3 Stamp Duty

The issue of the Securities will not give rise to a charge to Irish stamp duty.

No stamp duty will be payable on the transfer of the Securities as the Securities are regarded as loan capital of AIB for Irish stamp duty purposes and therefore qualify for an exemption provided for in Section 85(2)(b) of the Irish Stamp Duties Consolidation Act, 1999.

4 Taxation of Interest

A holder of the Securities may be exempt from tax on such interest in certain circumstances. An Irish resident individual that is a holder of the Securities will be liable to income tax on the interest on the Securities, plus the universal social charge and, in certain circumstances, pay related social insurance ("**PRSI**"), could arise. Irish resident corporate holders of the Securities will be liable to corporation tax in respect of interest on the Securities.

Interest on the Securities will be exempt from Irish income tax if the interest is exempt from IWT under the quoted Eurobond exemption and the holder of the Securities is (i) a person who is not a resident of Ireland but is a resident of a Member State of the EU (apart from Ireland) or a country with which Ireland has signed a double tax treaty (a "**Relevant Territory**"), (ii) a company under the control, directly or indirectly, of persons who by virtue of the law of a Relevant Territory are resident in that country and that person or persons are not themselves under the control whether directly or indirectly of a person who is not resident in such a country, or (iii) a company, the principal class of shares of such company, or another company of which the recipient company is the 75 per cent. subsidiary, is substantially and regularly traded on one or more recognised stock exchanges in Ireland or a Relevant Territory or a stock exchange approved by the Irish Minister for Finance.

Notwithstanding these exemptions from income tax, a corporate recipient that carries on a trade in Ireland through a branch or agency in respect of which the Securities are held or attributed may have a liability to Irish corporation tax on the interest.

5 Capital Gains Tax

A gain made on disposal of the Securities will be within the charge to Irish capital gains tax or corporation tax on gains where the holder is resident or ordinarily resident in Ireland or carries on a trade in Ireland through a branch or agency in respect of which the Securities are used or held.

6 Capital Acquisitions Tax

A gift or inheritance consisting of the Securities will generally be within the charge to Irish capital acquisitions tax (currently 33 per cent.) if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponer

is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Securities are regarded as property situate in Ireland. Registered securities are generally regarded as situated where the principal register of the holders is maintained or is required to be maintained, but the Securities may be regarded as situated in Ireland regardless of the location of the register as they secure a debt due by an Irish resident debtor.

SUBSCRIPTION AND SALE

Each of the Managers, other than Goodbody, have, pursuant to a subscription agreement dated 10 January 2025, jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe the Securities at 100.000 per cent. of their principal amount less a combined commission and concession. In addition, the Issuer has agreed to reimburse the Managers for certain of their expenses and to indemnify the Managers against certain liabilities in connection with the issue of the Securities. The Subscription Agreement entitles the Managers to terminate it in certain circumstances prior to payment being made to the Issuer.

General

Neither the Issuer nor any Manager has made any representation that any action will be taken in any jurisdiction by the Managers or the Issuer that would permit a public offering of the Securities, or possession or distribution of these Listing Particulars (in preliminary, proof or final form) or any other offering or publicity material relating to the Securities (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required. Each Manager has agreed that it will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Securities or has in its possession or distributes these Listing Particulars (in preliminary, proof or final form) or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer or any other Manager in any such jurisdiction as a result of any of the foregoing actions.

The Securities are not intended to be sold and should not be sold to retail clients in the EEA or in the UK. Prospective investors are referred to the section headed "*Prohibition on Marketing and Sales to Retail Investors*" in these Listing Particulars for further information.

United States

The Securities have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Each Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Securities are being offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of the Securities, an offer or sale of Securities within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by these Listing Particulars to any retail investor in the EEA. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of Sales to UK Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the UK. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the UK by virtue of the EUWA; or

(b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR.

United Kingdom

Each Manager has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the UK.

Ireland

Each Manager has represented and agreed that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Securities, or do anything in Ireland in respect of the Securities, otherwise than in conformity with the provisions of:

(a) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and any codes or rules of conduct applicable thereunder, Regulation (EU) No 600/2014 and any delegated or implementing acts adopted thereunder and the provisions of the Investor Compensation Act 1998 (as amended);

(b) the Irish Central Bank Acts 1942 – 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 and any rules and guidelines issued under Section 1363 of the Companies Act 2014 (as amended) by the Central Bank;

(d) the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidelines issued under Section 1370 of the Companies Act 2014 (as amended) by the Central Bank; and

(e) the Companies Act 2014 (as amended).

Republic of Italy

The offering of the Securities has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of these Listing Particulars or of any other document relating to any Securities be distributed in Italy, except, in accordance with any Italian securities, tax and other applicable laws and regulations.

Each Manager has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver any Securities or distribute any copies of these Listing Particulars or any other document relating to the Securities in the Republic of Italy ("**Italy**") except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provision of Legislative Decree no. 58 of 24 February 1998 (as amended, the "**Financial Services Act"**) and Article 34-ter, paragraph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the "**CONSOB Regulation**"), all as amended from time to time; or

(b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of the CONSOB Regulation and applicable Italian laws, each as amended from time to time.

In any event, any offer, sale or delivery of the Securities or distribution of copies of these Listing Particulars or any other document relating to the Securities in Italy under paragraphs (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, all as amended from time to time;

(ii) in compliance with Article 129 of the Banking Act, as amended from time to time, and the implementing guidelines of the Bank of Italy, as amended from time to time pursuant to which the Bank of Italy may request post-offering information on the issue or the offer of securities in Italy; and

(iii) in compliance with any other applicable laws and regulations, including any requirement or limitation which may be imposed from time to time by CONSOB or the Bank of Italy or any other competent authority.

See also "*Transfer Restrictions in Italy*" below.

Transfer Restrictions in Italy

Investors should note that, in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under paragraphs (a) and (b) above, the subsequent distribution of the Securities on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and the CONSOB Regulation. Furthermore, where no exemption from the rules on public offerings applies, the Securities which are initially offered and placed in Italy or abroad to professional investors only but in the following year are "systematically" distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided

under the Financial Services Act and CONSOB Regulation. Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by purchasers of Securities who are acting outside of the course of their business or profession.

These Listings Particulars and the information contained herein are intended only for the use of its recipient and are not to be distributed to any third-party resident or located in Italy for any reason. No person resident or located in Italy other than the original recipients of this document may rely on it or its contents.

Canada

Each Manager has acknowledged that no prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of the Securities, the Securities have not been, and will not be, qualified for sale under the securities laws of Canada or any province or territory thereof and no securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon these Listing Particulars or the merits of the Securities and any representation to the contrary is an offence.

Each Manager has represented and agreed that it has not offered, sold or distributed and will not offer, sell or distribute any Securities, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with applicable securities laws and, without limiting the generality of the foregoing:

(a) any offer, sale or distribution of the Securities in Canada will be made only to purchasers that are "accredited investors" (as such term is defined in section 1.1 of NI 45-106 or, in Ontario, as such term is defined in section 73.3(1) of the *Securities Act* (Ontario)), that are also "permitted clients" (as such term is defined in section 1.1 of NI 31-103), that are purchasing as principal, or are deemed to be purchasing as principal in accordance with applicable Canadian securities laws, and that are not a person created or used solely to purchase or hold the Securities as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106;

(b) either (I) it is appropriately registered under applicable Canadian securities laws in each relevant province or territory to sell and deliver the Securities, (II) such sale and delivery will be made through an affiliate of it that is so registered if the affiliate is registered in a category that permits such sale and has agreed to make such sale and delivery in compliance with the representations and agreements set out herein, or (III) it is relying on an exemption from the dealer registration requirements under applicable Canadian securities laws and has complied with the requirements of that exemption; and

(c) it has not and will not distribute or deliver these Listing Particulars, or any other offering material in connection with any offering of the Securities, in Canada or to any person subject to the securities laws of any province or territory of Canada, other than in compliance with applicable Canadian securities laws.

Hong Kong

Each Manager has represented and agreed that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each Manager has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Securities in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

Singapore

Each Manager has acknowledged that these Listing Particulars have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Manager has represented and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, these Listing Particulars or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of these Listing Particulars, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA, as modified from time to time) and in accordance with the conditions specified in Section 274 of the SFA, or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of Securities, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

GENERAL INFORMATION

1. The issue of the Securities was duly authorised by a resolution of the Board of Directors of the Issuer dated 12 December 2024.

2. Application has been made to Euronext Dublin for the Securities to be admitted to trading on the GEM and to be listed on the Official List. The GEM is the exchange regulated market of Euronext Dublin and is not a regulated market for the purposes of MiFID II. It is expected that admission of the Securities to the Official List and to trading on the GEM will be granted on or about 14 January 2025, subject only to the issue of the Securities.

   A&L Listing Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Securities and is not itself seeking admission of the Securities to the Official List or to trading on the GEM.

3. The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for this issue is XS2959514519 and the Common Code is 295951451. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

   The Classification of Financial Instrument (CFI) code (DBFXPR) and the Financial Instrument Short Name (FISN) (AIB GROUP PLC/BD PERP REGS) code are each as set out on the website of the Association of National Number Agencies (ANNA).

   The Legal Entity Identifier (LEI) of AIB is 635400AKJBGNS5WNQL34.

4. There are no, and there have not been any, governmental, legal or arbitration actions, suits or proceedings (including any such proceedings which are pending or threatened of which AIB is aware) involving AIB or any of its subsidiaries during the 12 months preceding the date of these Listing Particulars, which may have, or have had in recent past significant effects on the financial position or profitability of AIB and/or the Group taken as a whole.

5. There has been no significant change in the financial performance of the Group since 30 June 2024 and there has been no material adverse change in the prospects of the Issuer since 31 December 2023.

6. For so long as the Securities remain outstanding, copies of the following documents (in physical form) will be available for inspection during usual business hours on any weekday (Saturday and public holidays excepted) at the London office of the Principal Paying Agent and the Issue's registered office specified at the end of these Listing Particulars, as well as on the Issuer's website at https://aib.ie/investorrelations/debt-investor/unsecured-funding:

   (i) the Memorandum and Articles of Association of AIB;

   (ii) the Trust Deed (which includes the form of the Global Certificate and the Definitive Certificates);

   (iii) the Agency Agreement;

   (iv) the 2023 Annual Financial Report;

   (v) the 2022 Annual Financial Report;

   (vi) all documents incorporated by reference into these Listing Particulars; and

   (vii) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in any supplement to these Listing Particulars.

7. Deloitte Ireland LLP of Deloitte & Touche House, Earlsfort Terrace, Dublin 2 (a member of the Institute of Chartered Accountants in Ireland) have audited, without qualifications, the 2022 Financial Statements in accordance with International Standards on Auditing (Ireland) and company law.

8. PricewaterhouseCoopers, One Spencer Dock, North Wall Quay, Dublin 1 (a member of the Institute of Chartered Accountants in Ireland) who were appointed as auditor to AIB on 4 May 2023 have audited, without qualification, the 2023 Financial Statements in accordance with International Standards on Auditing (Ireland) and company law.

9. From the Issue Date to the First Reset Date, assuming coupons are paid in full and that no Write Down occurs, the yield of the Securities is 6.090 per cent. on an annual basis. The yield is calculated as at the Issue Date on the basis of the issue price. It is not an indication of future yield.

10. Certain of the Managers and their affiliates have engaged, and may in the future engage, in investment banking, commercial banking, hedging, monetary policy and/or financing transactions with, and may perform services for the Issuer and/or the Issuer's affiliates and for clients in transactions which involve the Issuer and its affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. Certain of the Managers or their affiliates that have a lending relationship with the Issuer and/or the Issuer's affiliates routinely hedge their credit exposure to the Issuer and/or the Issuer's affiliates consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities. Any such positions could adversely affect future trading prices of the Securities. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

REGISTERED OFFICE OF AIB

AIB Group plc
10 Molesworth Street
Dublin 2
Republic of Ireland

STRUCTURING AGENT TO THE ISSUER AND JOINT LEAD MANAGER

J.P. Morgan SE

Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

JOINT LEAD MANAGERS

BofA Securities Europe SA

51 rue La Boétie
75008 Paris
France

Goldman Sachs International

Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

Goodbody Stockbrokers UC

9-12 Dawson St,
Dublin 2,
D02 YX99
Ireland

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA

UBS Europe SE

Bockenheimer Landstraβe 2-4
60306 Frankfurt am Main
Germany

TRUSTEE

BNY Mellon Corporate Trustee Services Limited
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

PRINCIPAL PAYING AGENT, TRANSFER AGENT, AGENT BANK

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

REGISTRAR

The Bank of New York Mellon SA/NV, Dublin Branch
Riverside Two
Sir John Rogerson's Quay
Grand Canal Dock
Dublin 2
Republic of Ireland

LEGAL ADVISERS

to AIB
(as to Irish law)
A&L Goodbody LLP
3 Dublin Landings
North Wall Quay
Dublin 1
Republic of Ireland

to AIB
(as to English law)
Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

to the Managers and the Trustee
(as to Irish law)
Matheson LLP
70 Sir John Rogerson's Quay
Dublin 2
Republic of Ireland

to the Managers
(as to English law)
Allen Overy Shearman Sterling LLP
One Bishops Square
London E1 6AD
United Kingdom

AUDITORS OF AIB

PricewaterhouseCoopers
One Spencer Dock
North Wall Quay
Dublin 1
Republic of Ireland

Deloitte Ireland LLP
Deloitte & Touche House
Earlsfort Terrace
Dublin 2
Republic of Ireland

LISTING AGENT

A&L Listing Limited
3 Dublin Landings
North Wall Quay
Dublin 1
Republic of Ireland