

## Customer Undertaking

### 1. **Acknowledgements, representations and undertakings.**

(a) The Customer acknowledges that as part of the Bank's "know your customer" regime, the Customer will be required to supply certain information or documentation to the Bank. The Customer acknowledges that the information and/or documentation provided by it for the purposes of the Bank's "know your customer" regime will be relied upon by the Bank for the purpose of determining the eligibility of the Customer to establish a business relationship with the Bank. This information and/or documentation may include, but is not limited to (i) the Customer's full name, current home address, work address, date of birth (for individuals), (ii) identifying documents of the Customer, including, but not limited to, an original passport (although only a "true copy" will be maintained by the Bank), a driver's license, certified articles of incorporation, a government-issued business license (or equivalent), (iii) in respect of companies, the names and addresses of the partners (for public shareholding companies, the names and addresses of shareholders whose shareholdings exceed 5%) and (iv) any other information or documentation that the Customer provides to the Bank for the purpose of the Bank's "know your customer" regime. The Customer represents and warrants that the any information and documentation that it provides to the Bank for this purpose is true, correct and accurate in all respects.

(b) The Customer warrants that it has, through due diligence, established the identities of all of its beneficial owners and the source of its, and each of its beneficial owners' funds and will retain evidence of any such identities, any such source of funds and any such due diligence. The Customer represents, warrants and undertakes that the monies used to fund the Customer's relationship with the Bank, have not been and will not at any time be derived, either directly or indirectly, from or related to any illegal activities, including but not limited to money laundering activities, and undertakes that the proceeds from the Customer's relationship with the Bank will not be used to finance any illegal activities in any jurisdiction whatsoever.

(c) The Customer acknowledges that as a bank which operates, and whose clients operate, internationally, the Bank is or may be required to comply with, or may at its discretion decide to voluntarily observe laws and regulations issued and made in multiple jurisdictions, including without limitation, jurisdictions in which the Bank or its clients operate and jurisdictions through whose financial systems the Bank or its correspondents route payments. Such jurisdictions include, without limitation, the United Arab Emirates, the European Union, the United Kingdom and the United States of America. In addition, the Bank may voluntarily comply with sanctions programs or other regulations or recommendations issued by the United Nations or any other body or jurisdiction. Such laws, regulations or programs (together the "**Regulations**") may include without limitation embargoes, sanctions and export controls against countries, states, entities, vessels or individuals. The Customer acknowledges and agrees that in order for the Bank to comply with the Regulations, it may take any measure whatsoever including, but not limited to, prohibiting additional deposits or investments from the Customer, declining any withdrawal requests and/or segregating the assets in the account in compliance with Governmental regulations, and the Bank may also be required to report such action and to disclose the Customer's identity to the Central Bank of the United Arab Emirates or any international, national or local government or regulatory body. The Customer further acknowledges and agrees that the Bank may suspend the payment of withdrawal proceeds to such Customer or take such other actions as the Bank reasonably deems it necessary to do so to comply with the Regulations.

(d) The Customer represents and warrants that neither it nor any of its subsidiaries and to the best of its knowledge none of the directors, officers, agents, employees or affiliates of its of its subsidiaries (if any) are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC). The Customer further represents, warrants and undertakes that it is not, and shall not become, located or domiciled in the Islamic Republic of Iran, Cuba, the Republic of Sudan, Myanmar or any other country that, pursuant to the Regulations, is designated as a country that dealings should be restricted with, from time to time (each, a "**Prohibited Country**") and that it is not, and shall not become, an entity or individual with whom dealings are or may be restricted pursuant to the Regulations. The Customer represents, warrants and undertakes that it is not a branch or subsidiary of any entity that is domiciled in a Prohibited Country and does not engage, either directly or indirectly, in commercial activity of any kind with any person or entity located or domiciled in a Prohibited Country or with any country, state, entity, vessel or individual with whom commercial activities are restricted pursuant to the Regulations. The Customer undertakes not to use its accounts with the Bank, any funds deposited with the Bank, any funds lent, contributed or otherwise made available by the Bank, or any other amounts resulting from its relationship with the Bank, for any transaction, either directly or indirectly, with any person or entity located or domiciled in a Prohibited Country or with any country, state, entity, vessel or individual with whom commercial activities are restricted pursuant to the Regulations.

(e) The Customer represents, warrants and undertakes that it will ensure that any amounts lent, contributed or otherwise made available by the Bank to the Customer, or any other amounts resulting from the Customer's relationship with the Bank will not be lent, contributed or made available to any entity or individual (whether or not related to the Customer) for the purpose of financing the activities of any entity or individual or for the benefit of any country, state, entity, vessel or individual currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC).

2. **Compliance.** The Customer shall notify the Bank immediately in writing if any representation, warranty, undertaking or confirmation contained herein, or any information provided hereunder, becomes, or is likely to become untrue or inaccurate in whole or in part at any time. The Customer agrees to provide, if and when requested, any additional information and to execute and deliver such documents regarding itself and its beneficial owners that may reasonably be required by the Bank to determine the eligibility of the Customer to conduct business with the Bank, to verify the accuracy of the Customer's representations, warranties and undertakings herein or to comply with any law, rule, regulation or sanction to which the Bank may be subject.

3. **Indemnity.** To the fullest extent permitted under applicable law, the Customer agrees to indemnify and hold harmless the Bank from and against any loss, damage or liability due to or arising out of a breach of any representation, undertaking, warranty or agreement of the Customer contained herein or in any other document provided by the Customer to the Bank or in any agreement executed by the Customer with the Bank.