

GCMS Plus Local Rules for the United Arab Emirates

1. Definitions

- 1.1 Terms defined in the GCMS Plus Basic Agreement (the “Basic Agreement”) have the same respective meaning when used herein.
- 1.2 Notwithstanding any provisions to the contrary in the Basic Agreement, the GCMS Plus Basic Agreement (For Migration) and the GCMS Plus Terms and Conditions as may be amended and/or supplemented from time to time (hereinafter, collectively the “GCMS Plus Documentation”), the following provisions shall be applicable for all branches of MUFG Bank, Ltd. located in the United Arab Emirates (“MUFG U.A.E.”) which holds the accounts and information and engages in the transactions in relation to the Services (the “Servicing Office”).

2. Compliance with Laws and Regulations

- 2.1 With respect to any Services in which MUFG U.A.E. is the Servicing Office, without limiting the generality of the provisions of the GCMS Plus Documentation, the Customer and the Affiliated Company shall not act, directly or indirectly on behalf of, and will ensure that none of the proceeds under the GCMS Plus Documentation will be lent to, invested in or otherwise paid to or used for the benefit of, any country or person subject to U.S. or U.K. economic sanctions, the U.S. Patriot Act or any international sanctions, as applicable, including without limitation, Russia, Ukraine, the Republic of Sudan ("Sudan"), or the Republic of Iran ("Iran") or Syria or any agent thereof or any person in Sudan, Syria or Iran, or any commercial, industrial or other project in Sudan, Syria or Iran, including any person identified on the U.S. Treasury’s Office of Foreign Assets Control Specially Designated Nationals List or Bank of England consolidated list.
- 2.2 The Customer and the Affiliated Company shall, to the extent permitted by law, promptly becoming aware of them, supply to MUFG U.A.E. details of any claim, action, suit, proceedings or investigation against it with respect to any sanctions referred to in paragraph 2.1 above.