

International Sanctions & its obligation

- A. The Customer and/or the Borrower hereby represents to the Bank (which representation shall be deemed to be repeated on each day) that neither the Customer and/or Borrower nor any other person benefiting in any capacity, directly or indirectly, from or in connection with the Account or from the Terms and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned under the sanctions (and related laws) promulgated by the United States (including its Office of Foreign Assets Control's (OFAC)), India, United Nations, European Union, and/or any other country (collectively, the "Sanctions").
- B. The Customer acknowledges that the Sanctions may become applicable with respect to the Account. Services and facilities and/or transactions thereunder, including to any credits and/or guarantees issued and/or disbursements and/or payments made pursuant to the Terms. Sanctions may pertain, inter alia, to the purpose and end use of the Services and facility, etc. Consequently, issuance, payment and/or processing under the Services and facility of transactions may become subjected to the Sanctions and the Bank shall have the unconditional right to refuse to process any transactions that violate/may violate any Sanctions.
- C. The Customer agrees that the Bank shall have the unconditional right to refuse to take any action in respect of the Services and facilities and/or any credit (including making any payments) that in the opinion of the Bank may violate/subject it to any Sanctions. The Customer agrees (i) to ensure that the transactions entered into do not violate any Sanctions and (ii) to not avail of the Services or use the proceeds out of or in to the Account in any transaction with, for the benefit or, or for the purpose of financing the activities of, any person subject to any Sanctions, whether directly or indirectly. No action taken by the Bank pursuant to the Account and/ or Services, including processing of any transaction, shall be deemed to be a waiver of any of the Bank's rights hereunder related to the Sanctions nor shall they act to relieve the Customer of the Customer's obligations in relation thereto and the Bank shall have the absolute right to take any action in respect of the Account and/ or Services as deemed necessary by it to ensure compliance with the Sanctions.
- D. The Customer shall immediately notify the Bank if any Sanctions become applicable to the Account and/ or Services in any manner.
- E. The Customer/Borrower hereby agrees to indemnify and hold harmless the Bank, to the fullest extent permitted by applicable law, for all losses and liabilities (including due to claims by a third party), incurred by the Bank as a result of any breach by the Customer of the Customer representations and undertakings contained herein pertaining to the Sanctions and/or due to any action taken by the Bank pursuant to the Sanctions. No action taken by the Bank pursuant to the Account, including grant of the Services, issuance of any financial instruments thereunder or processing of any payments or transactions, nor any action taken by the Customer in relation thereto, shall be deemed to be a waiver of any of the Bank's rights under any provisions of the Services related to the Sanctions nor shall they act to relieve the Customer of the Customers obligations or liabilities in relation thereto.