

UNDERTAKING

This undertaking (the "**Undertaking**") is issued and executed on • [dd/mm/yyyy]:

[.....], a company incorporated under the laws of the [.....] with and whose registered office is at [..], (the "**Company**");

IN FAVOUR OF:

DUBAI ISLAMIC BANK PJSC, an entity registered under the laws of United Arab Emirates, P.O. Box 1080, represented by its duly authorised signatory(ies) (the "**DIB**"), which expression shall be deemed to include its respective successors, transferees and assigns.

WHEREAS:

- (a) The Company due to its business nature is requesting DIB not to charge legalization fees;
- (b) DIB, from time to time, issues letter(s) of credit and/or handles collection documents at a request by the Company (the "**Business**");
- (c) DIB will not collect any legalization fees (the "**Legalization Fees**") since no such Legalization Fees as conveyed by the Company are applicable to the import documents related to the Business; and
- (d) Accordingly, DIB will stamp such Bills of Lading related to the Business by indicating that no Legalization Fees have been collected.

NOW THIS UNDERTAKING WITNESSES as follows:

- 1. The Recitals shall form an integral part of this Undertaking.
- 2. The Company hereby irrevocably and unconditionally undertakes to pay any Legalization Fees and any other related charges in case such fees and charges become due, whether on previous, on-going or future Business transactions. And the Company shall not execute any document (as determined by DIB) that may prevent the Legalization Fees and related charges being reimbursed to DIB.
- 3. The Company hereby irrevocably and unconditionally undertakes that it shall immediately notify DIB in writing in case it comes to the Company's knowledge that the Company will be obliged to pay any Legalization Fees.
- 4. The Company shall indemnify and hold DIB harmless from and against any and all losses, liabilities, damages, expenses and claims arising from the breach by Company of any of its obligations under this Undertaking and the Business and authorizes DIB to deduct such amounts from its account in case DIB is obliged to make such payments on the Company's behalf.
- 5. This Undertaking shall be governed in all respects in accordance with the UAE laws and the UAE competent courts shall have the jurisdiction over any matter in relation hereto.

IN WITNESS WHEREOF THIS UNDERTAKING HAS BEEN EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN BY THE DULY AUTHORIZED REPRESENTATIVES OF:

[NAME OF THE COMPANY]

Signature: