

## **Emirates NBD's Legal and Ethical Compliance Terms**

Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Agreement. In the event of any inconsistency or conflict between the definitions herein and those in the Agreement, the terms herein shall prevail unless expressly stated otherwise.

### **LEGAL AND ETHICAL COMPLIANCE**

#### **1.1 Anti-corruption**

- 1.1.1 Supplier shall, and shall procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement shall:
  - 1.1.1.1 not commit any act or omission which causes or could cause it or ENBD to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including (without limitation):
    - (a) the United Kingdom Bribery Act 2010 as amended from time to time; and
    - (b) UAE Law No. 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organizations.
  - 1.1.1.2 comply with ENBD's anti-bribery policy as updated from time to time and where it has been provided to the Supplier by ENBD;
  - 1.1.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this clause, and permit ENBD to inspect those records as required;
  - 1.1.1.4 promptly notify ENBD of: (i) any request or demand for any improper financial or other advantage received by it; and (ii) any improper financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and
  - 1.1.1.5 promptly give ENBD written notice of any breach of this clause (Anti-Corruption).

## **1.2 Fraud**

- 1.2.1 The Supplier shall notify ENBD immediately if it becomes aware of or has reasonable grounds for suspecting any fraudulent activity or malpractice relating to the Services.
  - 1.2.2 Without prejudice to any other remedy it may have, if ENBD has reasonable grounds to believe that the Supplier or its Staff have committed fraud or malpractice, ENBD may, in its absolute discretion, suspend the relevant part or all of the Services (if relevant) and may during the period of the suspension withhold payment of any Charges falling due to the Supplier relating to the suspended Services.
  - 1.2.3 The Supplier shall ensure that it minimises the impact of the fraudulent activity or malpractice upon the provision of the Services.
  - 1.2.4 ENBD shall notify the Supplier once ENBD has established that the Supplier was not responsible for any fraud or malpractice and will permit the Supplier to resume delivery of the Services as soon as practicable afterwards.
  - 1.2.5 If it is subsequently found that the Supplier was not responsible for any fraud or malpractice, ENBD shall pay the Supplier any amounts which have been withheld.
- 1.3 ENBD is subject to certain regulatory requirements of the Central Bank designed to prevent fraud and dishonest dealing in financial services. Where the Supplier is providing personnel or other human resources who will work within ENBD for any period of time, the Supplier agrees that it shall collect from its employees and other personnel engaged in the performance of such Services, acknowledgment that ENBD may register the name of the employees, and other personnel on the UAE Persona Non Grata (UAEPNG) System. Such acknowledgement shall be in the form attached to the Agreement (under the schedules section) and will be provided to ENBD as soon as possible following the Effective Date.

## **1.4 Conflict of Interest**

- 1.4.1 The Supplier represents, warrants and agrees that:
  - 1.4.1.1 neither the Supplier nor any of its affiliates or staff, has, will have, or will acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any material manner or degree with the Supplier's performance of its duties and obligations under this Agreement or otherwise reasonably create an appearance of impropriety with respect to the award or performance of this Agreement; and

- 1.4.1.2 the Supplier will promptly inform ENBD of any such interest that may be incompatible with the interests of ENBD.
- 1.4.2 If the Supplier is asked to advise ENBD on taking a particular action (including refraining from doing something), or asked to buy something on ENBD's behalf, the Supplier will give its advice or otherwise act impartially and independently and in the best interests of ENBD.
- 1.4.3 Without prejudice to the generality of this clause 1.4, the Supplier agrees to disclose to ENBD:
  - 1.4.3.1 the existence, but not amount, of any introduction fee or any other benefit that it may receive as a result of taking a particular action relating to the Services or advising ENBD to take a particular action; and
  - 1.4.3.2 any constraint that the Supplier may have upon it that may prevent or discourage the Supplier from taking a particular action relating to the Services or advising ENBD to take a particular action.
- 1.4.4 ENBD may terminate this Agreement and recover from the Supplier the amount of any gift, consideration, inducement or reward, together with the amount of the loss or damage resulting from termination if:
  - 1.4.4.1 the Supplier has offered or given or agreed to give to any person any gift, consideration, inducement or reward of any kind for doing or not doing any action in relation to this Agreement or any other contract with ENBD; or
  - 1.4.4.2 these acts are committed by any person employed or engaged by the Supplier.

## **1.5 Anti-Slavery and Human Trafficking**

- 1.5.1 In performing its obligations under the Agreement, the Supplier shall (and shall procure that its subcontractors shall):
  - 1.5.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (Anti-slavery Laws) including but not limited to:
    - (a) the UK Modern Slavery Act 2015; and
    - (b) UAE Federal Law No. 1 of 2015 Amending Certain Provisions of the Federal Law No. 51 of 2006 On Combating Human Trafficking Crimes.

- 1.5.1.2 include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 1.5 (Anti-Slavery and human trafficking)1.5; and
  - 1.5.1.3 notify ENBD (in writing) as soon as it becomes aware of any breach or suspected breach of this clause.
- 1.5.2 The Supplier represents and warrants throughout the Term that:
  - 1.5.2.1 neither the Supplier nor any of its officers, employees:
    - (a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
    - (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or
    - (c) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any government procurement programmes or other government contracts.
  - 1.5.2.2 The Supplier shall:
    - (a) maintain a complete set of records to trace the supply chain of all Services provided to ENBD in connection with this Agreement; and
    - (b) implement annual audits of its compliance with the Anti-slavery Laws, either directly or through a third party auditor.
- 1.5.3 The Supplier shall indemnify ENBD against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by ENBD as a result of any breach of this clause 1.5 (Anti-Slavery and human trafficking).

## **1.6 Consumer Protection and Fair Treatment Training**

- 1.6.1 The provisions of this clause 1.6 shall apply only where relevant and to the extent applicable to the Supplier's obligations under this Agreement. Supplier shall ensure that all of its employees, agents, and sub-

contractors who directly or indirectly interact with, or are used by ENBD's customers, or who are involved in the provision of the Services that impact the ENBD's customers, successfully complete mandatory training modules on consumer protection and fair treatment principles. This training shall cover, at a minimum, the requirements of applicable laws, regulations, and ENBD's internal policies and procedures related to:

- 1.6.1.1 Consumer rights and responsibilities with respect to the ENBD's customers;
- 1.6.1.2 Fair and ethical conduct in all consumer interactions;
- 1.6.1.3 Protection and confidentiality of Personal Data and ENBD customer data;
- 1.6.1.4 Complaint handling and dispute resolution mechanisms;
- 1.6.1.5 Prohibition of unfair, deceptive, or abusive acts or practices;
- 1.6.1.6 Transparency in product and service disclosure; and
- 1.6.1.7 Prevention of financial crime and fraud affecting consumers;

1.6.2 **Training Program Approval and Content:** The content and frequency of such training programs shall be subject to ENBD's prior written approval. ENBD may, at its sole discretion, provide specific training materials or require the Supplier to utilize training programs developed or designated by ENBD. Supplier shall demonstrate that its training programs are comprehensive, up-to-date, and effectively communicate the necessary principles and requirements.

1.6.3 **Proof of Completion and Records:** The Supplier shall maintain accurate and complete records of all employees' completion of the mandatory training, including dates of completion and confirmation of understanding. Such records shall be made available to ENBD for review and audit upon reasonable request. The Supplier shall provide ENBD with a written confirmation, upon request, confirming that all relevant employees have completed the required training.

1.6.4 **New Employees and Ongoing Training:** The Supplier shall ensure that new employees who meet the criteria in clause 1.6.1 complete the mandatory training within ninety (90) days of their commencement of duties. Furthermore, the Supplier shall implement a program for ongoing refresher training at least annually or whenever there are significant changes to relevant laws, regulations, or ENBD policies.

1.6.5 **Non-Compliance and Remedial Action:** Any failure by the Supplier or its employees, agents, and sub-contractors, who directly or indirectly

interact with ENBD's customers, comply with the training requirements set forth in this clause 1.6. Any breach of this clause 1.6 shall be considered a material breach of this Agreement. ENBD reserves the right to require the Supplier to immediately remove any employee who has not completed the mandatory training or who demonstrates a lack of adherence to consumer protection and fair treatment principles. The Supplier shall be responsible for all costs associated with such remedial actions and any losses or damages incurred by ENBD as a result of such non-compliance.