

MANDATE

Account No. with Mashreq _____

We hereby authorise and request Mashreq, (the "Bank") to provide us with access to your *Interactive Voice Response* (the "IVR") and *Corporate Service Center* (the "CSC") through its Customer Identification Number (the "CIN") which shall, unless otherwise specifically notified in writing to the Bank, be applicable to only our above-mentioned account with the Bank and wherever maintained and subject to the following terms and conditions:

1. We are fully aware of the use of the IVR as well as the CSC and the various risks inherent and associated with their use and are fully prepared to assume/bear such risks and avail the above-mentioned two services for our own benefit and entirely at our sole risk and responsibility. We hereby undertake to identify ourselves on the telephone as well as the Web site and advise the Bank of our CIN at the time of using/accessing them. The Bank shall not be liable for our accessing the IVR and CSC and We shall fully indemnify the Bank against any consequences, claims, losses or lawsuits that may arise, be suffered or incurred by the Bank by reason of the Bank allowing access of the IVR and CSC to us.
2. We hereby expressly authorize the personnel from our organization whose name, contact details and passport copy is being provided to Customer Service Unit, Mashreq along with this form using the postal address mentioned in the introductory letter, to receive the CIN from the Customer Service Representative and distribute the same among only the personnel whom we have authorized.

Authorized By: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Company Stamp: _____

3. We hereby undertake that no unauthorized person shall be given the CIN or access to the IVR and CSC other than our authorized agents/representatives and We shall take all the necessary care to enforce this undertaking and We shall be fully responsible and liable for any misuse of the IVR and CSC by the unauthorized persons. If for any reason or other, the IVR and / or CSC is / are misused or unauthorizedly used by any person, We shall not hold the Bank responsible or liable for such misuse or unauthorized use and we shall assume full responsibility and liability for this as this amounts to violation of our duty to exercise diligence and due care to our agreement and undertaking with you as above.
4. We hereby expressly authorize the bank to ask the personnel from our company (calling Customer Service Unit or writing to the bank through email / Web site) to provide the CIN that is issued for the particular corporate banking account. The bank will not provide any account related information if our personnel did not provide the correct CIN issued for the account.
5. We shall be fully liable for the loss of or for divulging the CIN. The IVR and CSC is provided to me/us by the Bank entirely at my/our risk, expense and responsibility and accordingly any and all losses and damages of any kind whatsoever incurred or suffered by the Bank directly or indirectly as a result of the loss/theft/divulging of the CIN shall be fully indemnified by me/us.

Authorized By: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Company Stamp: _____

6. In consideration of the Bank acceding to my/our request to provide the IVR, I/We hereby agree and undertake to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, officers and employees fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of actions, proceedings, judgements, suits, costs and expenses of any kind or nature whatsoever and howsoever arising which are imposed or that may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that maybe suffered by the bank or be required to pay by reason of or as a result of or arising directly or indirectly out of your compliance with my/our aforesaid request to provide the IVR.
7. In addition to the above, I/We hereby fully, irrevocably and forever waive, release, discharge and relinquish the Bank and its officers from any and all claims, obligations and rights whatsoever and howsoever arising, that I/We may have against the bank (if any) which arises or may arise as a result of or based on any existing laws, rules, regulations with regards to whatever mentioned in this Mandate as we request and authorise you as above to induce you to accept my/our request to provide the IVR.
8. The Bank shall not be liable for any loss or damage arising directly or indirectly from any malfunction, disruption, or failure of the facility or any part thereof.

Authorized By: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Company Stamp: _____

9. The Bank reserves the right to discontinue/terminate the facility to the Customer(s) at any time and for any reason whatsoever at its sole and absolute discretion without assigning any reason whatsoever to the Customer. Such discontinuation / termination shall not exempt the Customer of his / her / their liabilities or obligations incurred prior to such discontinuation / termination.
10. The Bank's books and records in respect of the use of the IVR shall be final, conclusive, incontestable and binding on us.
11. Any delay, omission or failure on the part of the Bank to exercise any of its rights herein, shall not be construed as a waiver of such rights or affect or impair the rights of the Bank with respect to any subsequent default of the same or different nature by me/us.
12. If this Mandate is signed by more than one person, all signatories hereto shall be jointly and severally bound by these terms and conditions.
13. The Bank fully reserves the right to supplement/amend/vary this Mandate or any part thereof under advice to us.
14. Without prejudice to the Bank's sole and absolute right to submit to any other law or jurisdiction, this Mandate shall be governed by the laws of UAE and the place of jurisdiction shall be the courts of Dubai, UAE.

I/We have read, understood and hereby agree to all the above terms and conditions.

Authorized By: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Company Stamp: _____