

DYNARON E-STORE CUSTOMER COMPLIANCE AGREEMENT

By proceeding with a transaction to purchase any items from Dynaron Enterprises E-Store, the Customer [hereinafter – the Client] certifies that it will comply with all requirements imposed by all applicable laws, regulations and administrative policies as well as comply with the following statement:

COMPLIANCE

1. Client represents, warrants and undertakes that:

- 1.1. Neither Client nor any of its directors, officers, employees, contract workers, assigned personnel, subsidiaries nor, to the best of the knowledge of Client (having made due and careful enquiry), any agent, subcontractor, supplier or affiliate or other person associated with or acting on behalf of Client is an individual or entity (the **Person**) that is, or is acting on behalf or for the benefit of the Person that is, or is owned or controlled by the Persons that are:
 - (a) currently the subject or the target of any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdictions where Dynaron Enterprises Pte Ltd, Unique Entity Number: 200506293K, having registered office at: 26 Sin Ming Lane, #03-114, Midview City, Singapore 573971 (hereinafter – **DYNARON ENTERPRISES**) and Client are incorporated, carry out business or this Agreement is performed or any governmental or regulatory authority, institution or agency of any of the foregoing, including but not limited to the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State (including but not limited to the designation as a “specially designated national”, “blocked person” or “denied person”), the United Nations Security Council or other relevant sanctions authority (collectively, the **Sanctions**); or
 - (b) located, organised, operating or residing in a country, region or territory that is, or whose government is, the subject or the target of the Sanctions from time to time, including but not limited to Crimea, Cuba, Iran, Myanmar, North Korea, Sudan and Syria;

(each such Person is hereinafter referred to as the **Sanctioned Person**).

- 1.2. From its date of incorporation Client has not engaged in, is not now engaged in, nor will engage in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was Sanctioned Person.
- 1.3. Client shall not, directly or indirectly, use the benefit received from this Agreement including but not limited to services or goods acquired: (i) to facilitate any activities or business of or with any Person that is the Sanctioned Person; or (ii) in any other way or manner that would result in a violation of the Sanctions by DYNARON ENTERPRISES.
- 1.4. Client and any Person that may be involved by Client in the execution and/or the performance of this Agreement shall comply with any national, supra-national, local or foreign laws and regulations in relation to combatting against bribery, fraud and racketeering, corruption, money laundering and/or terrorism administered, enacted or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdiction where Client is incorporated, carries out business or this Agreement is performed (collectively, the **ABC/AML Laws**) and that neither Client nor the Person that may be involved by Client in the execution and/or the performance of this Agreement has violated or is in violation of the ABC/AML Laws.
- 1.5. Client shall at its own expense, comply with all laws, ordinances, rules and regulations (including but not limited to the 10 principles of UN Global Compact and 4 fundamental principles of International Labour Organisation (ILO) and other pertaining to health, sanitation, fair trade, consumer protection or prevention of harm or damage to the natural or social environment in respect of the assets, business and operations of Client), obtain all licenses, approvals and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and Client shall not take any action which will cause DYNARON ENTERPRISES to be in violation of any law, regulation or ethical standard of any applicable jurisdiction.
- 1.6. Client maintains at all times adequate systems, controls and procedures to ensure that it and its directors, officers, agents, employees, contract workers, subsidiaries, subcontractors or suppliers and any other persons associated

with it comply with the Sanctions and the ABC/AML Laws.

- 1.7. Client shall promptly upon request of DYNARON ENTERPRISES supply such information and documentation as is requested by DYNARON ENTERPRISES in order for DYNARON ENTERPRISES to carry out and be satisfied with the results of the procedure applied by DYNARON ENTERPRISES to verify the identity of its counterparties, any Persons involved in the execution and/or performance of this Agreement, their key personnel and ultimate beneficial owners, risk assessment and on-boarding (the **Customer Compliance Procedure**);
- 1.8. information and documentation conveyed by Client during the CUSTOMER COMPLIANCE Procedure is true, accurate, complete and not misleading in any way and was provided without omission of any material information and Client shall promptly, but not later than within 5 (five) calendar days, notify DYNARON ENTERPRISES of any changes to any information and documentation during the CUSTOMER COMPLIANCE Procedure or if it subsequently discovers anything which renders any such information untrue, inaccurate or misleading in any material respect, whereupon Client shall repeatedly undergo the CUSTOMER COMPLIANCE Procedure.
2. The representations and warranties made by Client in this Clause 2 are continuing and shall be true at the time of execution of this Agreement as well as at all times during validity of this Agreement. In case of any disagreements as to Client's compliance with provisions of this Clause 2, Client at its own expense shall cause to be furnished to DYNARON ENTERPRISES a legal opinion of a reputable law firm satisfactory to DYNARON ENTERPRISES, clarifying the status of the foregoing.
3. Client shall indemnify and hold DYNARON ENTERPRISES harmless against any losses, damages, fees, costs and expenses (including but not limited to any legal costs) incurred by DYNARON ENTERPRISES as well as any monetary sanctions arising out of or in connection to incorrectness, inaccuracies in any Client representations or warranties set out in, or any failure of Client to comply with any provisions of, this Clause 3 (each, the **Compliance Breach**).
4. Upon occurrence of any Compliance Breach, Client shall be deemed as having committed a material breach of this Agreement, whereupon DYNARON ENTERPRISES shall be entitled, by giving a written notice to Client with immediate effect, to:
 - 4.1. unilaterally suspend performance of the DYNARON ENTERPRISES's obligations under this Agreement until the Compliance Breach is remedied to the full satisfaction of DYNARON ENTERPRISES;
 - 4.2. declare all sums owing to DYNARON ENTERPRISES under this Agreement immediately due and payable;
 - 4.3. demand that Client reimburses, and Client shall promptly but no later than within 5 (five) calendar days upon DYNARON ENTERPRISES's notice reimburse, any losses, damages, fees, costs and expenses (including but not limited to any legal costs) suffered or incurred by DYNARON ENTERPRISES as a result of or in connection with any Compliance Breach; and/or
 - 4.4. unilaterally terminate this Agreement on an out of court basis.
5. The rights and remedies of DYNARON ENTERPRISES set out in Clause 4 are cumulative, may be exercised concurrently or in any order, and are not exclusive of any other rights or remedies available to DYNARON ENTERPRISES by agreement, law or otherwise nor shall give rise to any DYNARON ENTERPRISES's liability in connection with their exercise.
6. Without prejudice to Clause 4, DYNARON ENTERPRISES shall be entitled, by giving a written notice to Client effective immediately, to unilaterally terminate this Agreement on an out of court basis if at any time DYNARON ENTERPRISES becomes aware of any relationship of Client with the Sanctioned Person, which at DYNARON ENTERPRISES's sole discretion entail an undue financial, reputational, operational, strategic or regulatory risk to DYNARON ENTERPRISES, whereupon all sums owing to DYNARON ENTERPRISES under this Agreement shall become immediately due and payable.
7. With regard to the Compliance Breach which is a breach of Clause 1.5, DYNARON ENTERPRISES shall be entitled to terminate this Agreement only if it has not been remedied by the date falling 60 (sixty) calendar days from such breach being notified by DYNARON ENTERPRISES.

[Note: Summaries of Export related laws and regulations provided by Dynaron Enterprises Pte Ltd are not comprehensive and should not be taken as legal advice or counseling. Customers are recommended to seek legal advice from professionals regarding their export related queries.]