

EXPEDITIONS ADVENTURES AND SAFARIS LIMITED

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires and save where otherwise expressly provided the following expressions shall have the following meanings:
- 1.1.1 **Agreement** means the Tourism and Travel Related Services Agreement and these standard terms and conditions incorporated into the Tourism and Travel Related Services Agreement by reference;
- 1.1.2 **Business Day** means any day other than a Saturday, Sunday or gazetted public holiday or national day or bank holiday in Mauritius on which banks are open for normal banking business in Port Louis, Mauritius;
- 1.1.3 **Cancellation Fee** has the meaning ascribed to it in clause 11.1.6 below;
- 1.1.4 **Client** means the person designated as such in the Tourism and Travel Related Services Agreement;
- 1.1.5 **Client Funds** means the Gross Safari Fee as received by EAS from the Client and held in trust for the Client;
- 1.1.6 **Data Protection Legislation** means the Mauritius Data Protection Act 2017;
- 1.1.7 **Deposit Request Note** means a document substantially in the form set out in Schedule 1;
- 1.1.8 **EAS Fee** has the meaning ascribed to it in clause 2.2 of the Tourism and Travel Related Services Agreement;
- 1.1.9 **EAS Services** has the meaning ascribed to it in clause 2.1 below;
- 1.1.10 **Force Majeure** has the meaning ascribed to it in clause 14.1 below;
- 1.1.11 **Governmental Authority** means the government of any nation or any political subdivision thereof, whether at the national, state, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

- 1.1.12 **Gross Safari Fee** has the meaning ascribed to it in clause 2.1 of the Tourism and Travel Related Services Agreement;
- 1.1.13 **Guide/Tour Operator** means the person designated as such in the Tourism and Travel Related Services Agreement;
- 1.1.14 **Guide/Tour Operator Fee** has the meaning ascribed to it in clause 2.2 of the Tourism and Travel Related Services Agreement;
- 1.1.15 **Guide/Tour Operator Services** has the meaning ascribed to it in clause 3.1 below;
- 1.1.16 **Safari** has the meaning ascribed to it in clause 2.1 of the Tourism and Travel Related Services Agreement;
- 1.1.17 **Suppliers** has the meaning ascribed to it in clause 2.1 of the Tourism and Travel Related Services Agreement;
- 1.1.18 **Suppliers Fees** has the meaning ascribed to it in clause 2.2 of the Tourism and Travel Related Services Agreement; and
- 1.1.19 **Taxes** means any form of direct or indirect taxes, charges, levies, or duties, including namely, without limitation: withholding taxes, deductions, value added taxes, sales taxes, and the term **Taxation** and **Taxes** shall be construed accordingly.

1.2 Interpretation

Unless the context otherwise requires, in this Agreement including the Recitals:

- 1.2.1 the expression **parties** shall mean the parties to this Agreement and **party** shall be construed accordingly;
- 1.2.2 references to **writing** shall include any mode of representing words in a legible and non-transitory form and shall include e-mails and electronic documents such as pdfs but exclude faxes;
- 1.2.3 any reference to a time of day is to Mauritian time;
- 1.2.4 references to **days** unless otherwise specified herein means calendar days; and
- 1.2.5 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.

2. **THE EAS SERVICES**

2.1 EAS shall provide the Client with the following services (**EAS Services**):

- 2.1.1 use its networks and business relationships to negotiate discounts with Suppliers on behalf of the Client in order to obtain competitive rates from the Suppliers on behalf of the Client;
- 2.1.2 receive the Gross Safari Fee from the Client and hold the Gross Safari Fee in trust for the Client;
- 2.1.3 settle invoices issued by the Suppliers from the Gross Safari Fee; and
- 2.1.4 settle the Guide/Tour Operator Fee at the end of the Safari.

3. **THE GUIDE/TOUR OPERATOR SERVICES**

3.1 The Guide/Tour Operator shall provide the Client with the following services (**Guide/Tour Operator Services**):

- 3.1.1 plan the Safari in accordance with the specifications of the Client; and
- 3.1.2 provide the Client with:
 - 3.1.2.1 tour guide services during the Safari;
 - 3.1.2.2 catering services, as may be applicable, during the Safari;
 - 3.1.2.3 transportation services through motor vehicles during the Safari; and
 - 3.1.2.4 other Safari related services as may be requested by the Client provided that additional costs may be applicable to such other services if they had not been included in the initial plan of the Safari.

4. **SUPPLIERS**

4.1 The Suppliers, including temporary guides, shall provide their services directly to the Client and shall issue their respective invoices to the Client but for the care of the EAS.

4.2 The invoices issued by the Suppliers and addressed to the Client pursuant to clause 4.1 shall be settled by EAS out of the Client Funds.

5. **CLIENT**

5.1 The Client shall:

5.1.1 arrive at the specified location on the set date and time as shall be communicated to the Client by the Guide/Tour Operator and/or EAS in readiness for the commencement of the Safari;

5.1.2 have in their possession at all times sufficient and valid identification documents required to identify themselves during the entirety of the Safari;

5.1.3 conduct themselves in a polite, civil, and courteous manner at all times when relating with all persons including the Guide/Tour Operator and employees of the Guide/Tour Operator, fellow Safari goers, Suppliers and employees of the Suppliers, authorities, and members of the public that the Client may interact with in the course of the Safari;

5.1.4 comply at all times during the entirety of the Safari with all relevant laws and regulations;

5.1.5 comply at all times during the entirety of the Safari with lawful instructions, directions, and requirements of each of EAS, the Guide/Tour Operator and the Suppliers and any other person nominated by any of the above persons; and

6. **CLIENT ACCOUNT**

6.1 Once the Client has agreed to the proposed Safari, EAS shall issue a Deposit Request Note for the Gross Safari Fee to the Client.

6.2 The Client shall pay a deposit on account of the Gross Safari Fee being at least thirty percent (30%) of the Gross Safari Fee within seven (7) days of receipt of the Deposit Request Note. Only upon receipt of such deposit shall this Agreement be deemed to have come into force and only then may EAS and/or the Guide/Tour Operator make bookings and/or reservations with Suppliers.

6.3 The Client shall settle the balance of the Gross Safari Fee (being the Gross Safari Fee less the deposit paid under clause 6.2 above) at least ninety (90) days before the scheduled date of the commencement of the Safari.

6.4 Once the Client pays EAS the Gross Safari Fee in accordance with clauses 6.2 and 6.3 above, EAS shall use the Gross Safari Fee to settle:

6.4.1 the various invoices issued by the Suppliers at the relevant times agreed with the Suppliers for payment;

- 6.4.2 the EAS Fee; and
- 6.4.3 the Guide/Tour Operator Fee at the end of the Safari.
- 6.5 The Client acknowledges that any adjustments to the Safari shall be done with prior approval of EAS and the Guide/Tour Operator and any additional fees arising from such adjustments shall be paid by the Client within seven (7) days of receipt of the Deposit Request Note or such shorter period as may be required in writing by EAS and/or the Guide/Tour Operator to effect such adjustments.
- 6.6 The Client acknowledges that where the parties have agreed on a Safari which involves multiple Clients or multiple tourists including the Client, a reduction in the number of persons participating in a Safari may lead to a recomputing of the Gross Safari Fee against the reduced number of persons participating in the Safari and this may result in the Client being required to pay additional amounts on account of the Safari. Such additional amount shall be paid by the Client within seven (7) days of receipt of the Deposit Request Note or such shorter period as may be required in writing by EAS and/or the Guide/Tour Operator. However, there shall be no refunds of the Gross Safari Fee or any portion thereof on account of a reduction in the number of persons participating in a Safari.

7. CHANGES IN TRAVEL ELEMENTS / PRICE CHANGES

- 7.1 The Gross Safari Fee as indicated in the Deposit Note Request is based on the prices, exchange rates, duties and taxes as known to EAS at the time of the travel confirmation. EAS and the Guide/Tour Operator reserve the right to raise the Gross Safari Fee (on the grounds of, among other things, unforeseeable increases of amongst others, exchange rates, sudden increased prices of accommodation providers, airlines, duties, taxes, and/or fuel prices). In the case that a price alteration is considered necessary, EAS and the Guide/Tour Operator shall inform the Client in writing before issuing the final Deposit Request Note.
- 7.2 In the case of a price increase of more than ten percent (10%) of the Gross Safari Fee indicated in the initial Deposit Request Note, the Client shall be entitled to cancel the Safari subject to the payment of the applicable Cancellation Fee determined in the manner set out in clause 11.2 below.

8. TRAVEL INSURANCE & TRAVEL DOCUMENTS

- 8.1 It is mandatory and a condition for booking a Safari that it is the Client's sole responsibility to ensure that they have current, valid, and comprehensive travel insurance and medical insurance to cover themselves and any dependents or companions travelling with them. The Client undertakes to take comprehensive travel insurance to cover their personal requirements. This insurance should include/cover in the respect of, but not limited to, the following eventualities: cancellation and curtailment of the Safari and services booked, emergency evacuation expenses, medical expenses, repatriation expenses, damage/theft/loss of personal baggage, money, and goods. While every care is taken, EAS and the Guide/Tour Operator, including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the Client, or the Clients dependents or traveling companions, with regards to, but not limited to, any of the above-mentioned eventualities. The Client will be charged directly by the relevant service providers for any emergency services they may require. EAS and/or the Guide/Tour Operator may request the Client to supply such insurance information prior to full payment of the Gross Safari Fee, failure to which EAS and/or the Guide/Tour Operator reserve the right to cancel the Client's booking.
- 8.2 The Client must always keep EAS and the Guide/Tour Operator informed whether he/ she or anyone traveling with him/ her has any physical or other condition or disability that could create a hazard to him/ herself or other members of the tour. EAS and the Guide/Tour Operator may at their discretion give such accommodative recommendations/ adjust the booking as required for the comfort/safety of such persons for the duration of the Safari.
- 8.3 It is the Client's responsibility to ensure that their passport, visa, health certificates, inoculations, vaccinations, or other documentation required for the trip are up to date and valid. It is recommended the Client visit their primary physician or local travel clinic to review any medications or recommended inoculations in respect of the country which the Client will be visiting.
- 8.4 It is the Client's sole responsibility to investigate any travel warnings/advice regarding the country to be visited from the Client's appropriate government agencies. The Client hereby agrees that they are solely responsible to do so and do hereby assume all personal risks of travelling to the country where the safari will be taking place.

9. RISK OF TRAVEL AND RELEASE

- 9.1 No party shall be liable for the obligations of the other.
- 9.2 EAS and the Guide/Tour Operator act independently of each other and independently provide their respective services to the Client and are not joint venturers, and neither is an agent, partner, employee, legal representative, or joint venturer of the other.

9.3 Each of EAS and the Guide/Tour Operator assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under the respective party's control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip. EAS or the Guide/Tour Operator do not have special knowledge of dangers during travel or at destinations. The Client hereby expressly assumes all of these risks and dangers, and hereby expressly agrees to, and does, forever release, discharge and hold each of EAS and the Guide/Tour Operator, and their respective agents, employees, officers, directors, associates, affiliated companies, guides, and subcontractors harmless against any and all liability, actions, causes of actions, suits, claims, and demands of any and every kind and nature whatsoever which the Client now has or which may hereafter arise out of or in connection with these risks and dangers.

10. TAXES

10.1 The Gross Safari Fee is inclusive of all applicable taxes.

10.2 Each party shall be responsible for complying with any tax laws that may be applicable on it and shall be responsible for charging and accounting for any Taxes applicable on their respective fees. Each party shall ensure timely remittance of the Taxes to the appropriate Governmental Authority as applicable.

10.3 The parties agree to cooperate with respect to any applicable Taxes and provide reasonable notice and cooperation in connection with any audit by a Governmental Authority. Each Party shall, from time to time at the other party's request, furnish the other party any documents reasonably requested by the other party.

11. TERMINATION

11.1 This Agreement may only be terminated in any of the manners set out in clause 7.2 and clause 8.1 above or this clause 11.1 or in the manner set out in clause 14 below but not otherwise:

11.1.1 EAS may immediately terminate this Agreement by notice in writing to the Client on the occurrence of any of the following events of default:

11.1.1.1 if in breach of the terms of this Agreement any money payable hereunder by the Client shall not be paid within five (5) days of the due date for payment;
or

11.1.1.2 if the Client breaches any of his or her obligations under this Agreement which is not reasonably capable of remedy or if the breach is in the reasonable opinion of EAS and/or the Guide/Tour Operator capable of remedy, the breach is not remedied within five (5) days of notice by EAS and/or the Guide/Tour Operator to the Client of the breach and requiring its remedy or such shorter period as the circumstances require.

- 11.1.2 The Client may immediately terminate this Agreement by notice in writing to EAS and the Guide/Tour Operator on the occurrence of any of the following events of default:
- 11.1.2.1 if EAS commits a breach of any of its obligations under this Agreement and fails to take adequate measures to rectify the breach within a period of five (5) days from the date of receipt of a written notice of breach by the Client; or
 - 11.1.2.2 if any licence, authorization, consent, or registration at any time necessary or desirable to enable EAS to comply with its obligations under this Agreement or to carry on its business in the normal course shall be revoked, withheld, or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect provided that the Client shall not terminate the Agreement if the Safari is not affected by any of the aforementioned events and it can still proceed; or
 - 11.1.2.3 if a petition is filed or an order is made or analogous proceedings are taken for the winding up or dissolution of EAS and by virtue of such a petition or order or analogous proceedings, EAS is unable to comply with its obligations under this Agreement and the Safari cannot proceed; or
 - 11.1.2.4 if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver, manager or similar officer is appointed of the whole or any part of the property, assets, or revenues of EAS and as a result of any such action, EAS is unable to comply with its obligations under this Agreement and the Safari cannot proceed; or
 - 11.1.2.5 if EAS stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts as and when they fall due or if a notice is issued convening a meeting of the creditors of EAS or if EAS proposes or enters into any composition or arrangement with its respective creditors generally or any class of its creditors and as a result EAS is unable to comply with its obligations under this Agreement and the Safari cannot proceed.
- 11.1.3 The Client may immediately terminate this Agreement by notice in writing to EAS and the Guide/Tour Operator if any of the matters referred to in clause 11.1.2 above occur in respect of the Guide/Tour Operator (rather than EAS) and the parties fail to enter into an agreement in substantially similar terms to this Agreement with a replacement guide to act as the Guide/Tour Operator and as a result thereby, the Safari cannot be proceeded with.
- 11.1.4 Where EAS terminates the Agreement for either of the reason stated in clause 8.1 or clause 11.1.1 above, there shall be no refund of the EAS Fee and/or the Guide/Tour Operator Fee. The refund of the Suppliers Fees shall be subject to the refund policies of the respective Suppliers.
- 11.1.5 Where a Client terminates the Agreement for any of the reasons stated in clauses 11.1.2 and 11.1.3 above due to the fault of EAS, EAS shall fully refund the EAS Fee and Guide/Tour Operator Fee. The refund of the Suppliers Fees shall be subject to the refund policies of the respective Suppliers.

- 11.1.6 The Client may also terminate this Agreement by notice in writing to EAS and the Guide/Tour Operator at any time prior to the day of departure but subject to the payment of a reasonable cancellation fee to EAS (the **Cancellation Fee**) as outlined in clause 11.2 below.
- 11.2 The Cancellation Fee shall be determined by EAS in its sole discretion taking into account the following factors:
- 11.2.1 the length of the notice of cancellation provided by the Client to EAS and the Guide/Tour Operator;
- 11.2.2 the costs incurred by the Guide/Tour Operator, acting diligently, and taking into account the length of the notice of cancellation, in finding an alternative client in time for the purposes of proceeding with the cancelled Safari;
- 11.2.3 should an alternative Client not be found pursuant to clause 11.2.2 above, the costs, including non-refundable costs already incurred by EAS and the Guide/Tour Operator in the preparation for the Safari including the Suppliers Fee; and
- 11.2.4 the relevant industry practice on Cancellation Fees as may be applicable to the cancelled Safari.
- 11.3 EAS shall provide the Client with a written estimate of the Cancellation Fee within seven (7) days of receiving the Client's notice of cancellation following which EAS shall proceed to deduct the Cancellation Fee from the deposit received pursuant to clause 6.2 above and/or the balance of the Gross Safari Fee as received by EAS pursuant to clause 6.3 above.
- 11.4 Where the Safari is terminated in the manner set out in clause 14 below, the refund of the Gross Safari Fee shall be undertaken as follows:
- 11.4.1 Where the termination occurs at least ninety-one (91) days to the commencement of the Safari, to the extent practically possible subject to the event giving rise to the Force Majeure, (a) the EAS Fee shall be refunded on a case by case basis, taking into account the various services already provided by EAS such as the booking and processing of payments already done by EAS in anticipation of the Safari, (b) the Guide/Tour Operator Fee shall be refunded to the Client after taking into account the various costs already incurred by the Guide/Tour Operator in anticipation of the Safari, while (c) the refund of the Suppliers Fees shall be subject to the refund policies of the respective Suppliers; and
- 11.4.2 where the termination occurs less than ninety (90) days to the commencement of the Safari including after the commencement of the Safari, there shall be no refund of the EAS Fee and the Guide/Tour Operator Fee. The refund of the Suppliers Fees shall be subject to the refund policies of the respective Suppliers.

12. INDEMNITY

- 12.1 Each of EAS and the Guide/Tour Operator may rely upon and shall incur no liability in contract or in tort to any party whomsoever in acting or refraining from acting or relying upon any written notice, direction, request, waiver, consent, receipt, other paper, or document which EAS or the Guide/Tour Operator believes in good faith to be genuine and to have been signed or presented by the Client.
- 12.2 Each of EAS and the Guide/Tour Operator shall not be liable whether in contract or in tort for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with this Agreement, except if and only to the extent such error, act or mistake is the result of its wilful negligence, misconduct or fraud committed by EAS or the Guide/Tour Operator, or the employees or agents of EAS or the Guide/Tour Operator.
- 12.3 Each of EAS and the Guide/Tour Operator shall be indemnified by the Client against all losses (including reputational damage), costs and expenses (including reasonable legal costs) which may be incurred by EAS or the Guide/Tour Operator as a result of or arising out of this Agreement. This includes its involvement in any pre-litigation or litigation arising from performance of EAS or the Guide/Tour Operator's duties under this Agreement or allegations of negligence as a result of any loss suffered by the Client, other than litigation resulting from or with respect to any action taken or omitted by EAS or the Guide/Tour Operator which amounts to negligence, misconduct, or fraud. Such indemnification shall survive the termination of this Agreement.

13. DISCLAIMER OF LIABILITY

- 13.1 EAS and the Guide/Tour Operator act independently of each other and independently provide their respective services to the Client and are not joint venturers, and neither is an agent, partner, employee, legal representative of the other.
- 13.2 EAS and the Guide/Tour Operator hereby give notice that they act strictly as aggregators for the Suppliers as defined in the Tourism and Related Services Agreement. All bookings are therefore also subject to the individual terms and conditions of Suppliers and the Client agrees to abide by these individual terms and conditions which will be forwarded to the Client along with confirmation of booking.
- 13.3 EAS and the Guide/Tour Operator shall exercise every possible care in the selection of reputable Suppliers, however, they have no direct control over and cannot accept any liability for the acts, omissions, or default whether negligent or otherwise, of those Suppliers, their employees, or their appointed agents. The liability of EAS and the Guide/Tour Operator shall be limited to any personal injury, death, loss or damage suffered or sustained by the Client as the result of EAS and/or the Guide/Tour Operator's own negligence, or that of their employees or agents.

- 13.4 Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, or to conduct business in the name, or for the account, of the other party to this Agreement.
- 13.5 In no event will EAS and the Guide/ Tour Operator be responsible for incidental, consequential, or special damage or loss suffered by any person.
- 13.6 EAS and the Guide/ Tour Operator's maximum liability, for any reason whatsoever, will be limited to the Gross Safari Fee
- 13.7 The liability of EAS and/or the Guide/Tour Operator for any claim, subject to the maximum limit set out in clause 13.6 above, shall be reduced by, (a) the insurance proceeds received by the Client pursuant to clause 8.1 above, and (b) any proceeds received by the Client from any third party, including the Suppliers, in respect of the claim. If the Client receives compensation from EAS and/or the Guides under this Agreement in respect of a claim and subsequently receives insurance proceeds and/or third party proceeds in respect of the same claim, the Client shall pay to EAS and/or the Guide/Tour Operator an amount equal to the excess of the total compensation received over the amount that the total compensation would have been if the insurance proceeds and/or third party proceeds would have been received before the payment of compensation by EAS and the Guide/Tour Operator.

14. **FORCE MAJEURE**

- 14.1 **Force Majeure** means any circumstance not within the reasonable control of a party including, without limitation, (a) acts of God, flood, drought, earthquake or other natural disaster, (b) epidemic or pandemic (including the Covid-19 pandemic), (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, (d) nuclear, chemical or biological contamination or sonic boom, (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, and (f) collapse of buildings, fire, explosion or accident. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of a party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- 14.2 A party shall not be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes which constitute Force Majeure and which are beyond the reasonable control of the relevant party. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two (2) months or more, any party not affected may terminate this Agreement by giving seven (7) days written notice to the other parties including the affected party.

15. **DATA PROTECTION AND PRIVACY**

Each party acknowledges the importance of protecting the privacy of all personal information provided and warrants that in dealing with personal data collected from either party; the other party shall always strictly comply with the relevant Data Protection Legislation. Each party hereby agrees that in dealing with data collected pursuant to this Agreement, the personal data shall be used only in accordance with the terms of this Agreement, and in connection to the performance of each Party's obligations under this Agreement, in accordance with the lawful and reasonable instructions of the Party providing the personal data and with the consent of the data subjects.

16. **ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. It is expressly declared that no variations to this Agreement shall be effective unless made in writing and signed by each of the parties.

If any provision or part-provision of these Standard Terms and Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Standard Terms and Conditions.

17. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure for the benefit of the personal representatives, heirs, successors and assigns of the parties but the obligations of each party under this Agreement shall not be transferred to any other person or be assignable except with the prior written consent of each of the other parties.

18. **NOTICES AND COMMUNICATION**

Any notice required to be given by any party to the other shall be deemed validly served by email, hand delivery or by prepaid registered post to its address specified in the Tourism and Travel Related Services Agreement given herein or such other address as may from time to time be notified for this purpose and any notice served by hand shall be deemed to have been served on delivery, and any notice served by prepaid registered post shall be deemed to have been served seven (7) days after the date on which it was posted and in proving service it shall be sufficient to prove that the notice was properly addressed and delivered or posted, as the case may be.

19. **GOVERNING LAW**

19.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Mauritian law.

20. **DISPUTE RESOLUTION**

20.1 Any dispute or claim arising in connection with this Agreement shall be submitted exclusively to 1 (one) arbitrator administered in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre (MIAC).

20.2 The seat and venue of the arbitration shall be Mauritius. The arbitration shall be conducted in the English language.

20.3 This clause is a separate, divisible agreement from the rest of this Agreement and shall:

20.3.1 not be or become void, voidable, or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of this Agreement and;

20.3.2 remain in effect even if this Agreement expires or terminates for any reason whatsoever.

21. **COUNTERPARTS**

21.1 This Agreement may be executed in any number of counterparts, each of which is an original and which together shall have the same effect as if each party had signed the same document.

21.2 The word "executed" shall include electronic signatures, including, without limitation, DocuSign and AdobeSign. The use of electronic signatures shall be of the same legal effect, validity and enforceability as manually executed signatures.