



FX - SmartBull

F X - S M A R T B U L L L I M I T E D

TERMS OF BUSINESS

Terms of Business

Terms of Business Agreement (“Agreement” or “Terms and Conditions” or “T&Cs”) between FX-SmartBull Limited, (hereinafter referred to as “Company” or “FX-SmartBull Limited”) a registered company organized under the laws in the Republic of Mauritius, its successors and assigns, and the party (or parties) executing this document.

The Agreement incorporates the Privacy Policy, the Cookie Policy, the Risk Disclosure Policy, the Liquidity Guidelines Policy as well as any other policies published on the website of the Company by reference. By clicking to accept or agree to the Agreement when this option is made available to the Client, the Client accepts and agrees to be bound and abide by this Agreement and the policies published on the website of the Company.

Notwithstanding the translated language of this Agreement and the policies, the English version shall prevail and be the binding version in the event of any discrepancy between the various languages.

FX-SmartBull Limited is registered in as an International Business company at Mauritius with company registration number -194848. FX-SmartBull Limited is not to be required to accept the Client as a Client until all documentation it requires has been received by FX-SmartBull Limited, properly and fully completed by the Client. This is FX-SmartBull Limited standard client agreement upon which FX-SmartBull Limited intends to rely. For the Client’s own benefit and protection, the Client should read these terms carefully before signing them. If Client does not understand any point it is required to ask for further information. The Client has no right to cancel the Agreement on the basis that is a distance contract.

In consideration of FX-SmartBull Limited agreeing to carry one or more accounts of the undersigned person or persons (hereinafter referred to as “Trader” or “Client”) and providing services to Client in connection with the purchase and sale of foreign exchange contracts, Client agrees as follows:

1. CLIENT REPRESENTATIONS AND WARRANTIES.

Client represents and warrants that:

- (a) Client is of sound mind, legal age and legal competence; and,
- (b) no person other than Client has or will have an interest in Client's account(s); and,
- (c) Client hereby warrants that regardless of any subsequent determination to the contrary, Client is suitable to trade foreign exchange contracts, and,
- (d) Client is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and / or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by FX-SmartBull Limited, and in the event that Client becomes so employed, Client will promptly notify FX-SmartBull Limited via e-mail of such employment; and,
- (e) all the information provided in the FX-SmartBull Limited Account Application (the "Application") is true, valid, accurate and complete as of the date hereof and Client will notify FX-SmartBull Limited promptly of any changes in such information,
- (f) the Client has read and fully understood the terms of the Agreements including the Risk Disclosure;
- (g) all actions performed under this Agreement will not violate the law, the Applicable Regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected,
- (h) the Client confirms that he / she has regular access to the internet and consents FX-SmartBull Limited provides him/her with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Operative Agreements, Policies and information about the nature and risks of investments by posting such information on the Website,
- (i) the Client funds and/or any Financial Instruments, which the Client may deliver to FX-SmartBull Limited in accordance with the terms of this Agreement are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing; are owned by the Client and are free of any lien, charge, pledge or other encumbrance or claim by any third party;
- (j) the Client will make use of the services and/or prices offered under this Agreement in good faith and, where applicable, acting in accordance with accepted market practice, (k) the Client will notify the Company if at any stage during the course of this Client Agreement he becomes a Politically Exposed Person.

2. AUTHORIZATION TO TRADE.

FX-SmartBull Limited will engage in foreign exchange transactions with Client in accordance with Client's oral, written or electronic instructions. In relation to any Transaction the Client acts as Principal and not as Agent on behalf of any third party. This means that unless otherwise agreed, FX-SmartBull Limited will treat the Client as a Client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each Transaction made by or on behalf of the Client. The Client authorizes FX-SmartBull Limited to rely and act on any Request, Instruction or other communication received from the Client which purports to have been given by the Client or on behalf of the Client without further enquiry on the part of FX-SmartBull Limited as to the authenticity, genuineness, authority or identity of the person giving or purporting to give such Request, Instruction or other communication. The Client will be responsible for and will be bound by all obligations entered into or assumed by FX-SmartBull Limited on behalf of the Client in consequence of or in connection with such Requests, Instructions or other communications.

3. CREDIT.

Client authorizes FX-SmartBull Limited or agents acting on behalf of FX-SmartBull Limited to investigate Client's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as FX-SmartBull Limited shall deem appropriate to verify information regarding Client. Client further authorizes FX-SmartBull Limited to investigate Client's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, brokers / dealers, banks, compliance data centers, and any other financial and investment institution as FX-SmartBull Limited shall deem appropriate. Client also acknowledges that FX-SmartBull Limited may provide information (e.g. negative account information of unsecured debts) regarding Client's performance under this Agreement to these agencies.

4. DISCLOSURE OF FINANCIAL INFORMATION. Client represents and warrants that the financial information disclosed to FX-SmartBull Limited in the Application is an accurate representation of the Client's current financial condition. Client represents and warrants that in determining Client's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated, Client represents and warrants that in determining the value of Total Assets, the Client included cash and / or cash equivalents, Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable assets. Client represents and warrants that in determining the value of Liabilities, Client included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Client represents and warrants that Client has very carefully considered the portion of Client's Total Assets, which Client considers to be Risk Capital. Client recognizes that Risk Capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to immediately inform FX-SmartBull Limited if the Client's financial condition changes in such a way as to reduce Client's Net Worth and / or Risk Capital.

4. DEFINITION ON MONEY LAUNDERING

Modern society currently faces a serious challenge in preventing money laundering, e.g. making the possession, use, or disposal of money or other property obtained from criminal activities appear to be legal, and terrorism financing - providing or gathering money or rendering financial services with the knowledge that the money is intended to finance the organization, preparation for, or execution of terrorist acts or to support a criminal society (criminal organization) created or being created to perform terrorist acts. Individuals and legal entities whose income is earned illegally make various attempts to legalize their income. For example, they may use other people's personal data, including data that has been acquired fraudulently. This may become a problem for people who become victims of fraud and are uninformed in these parties' criminal activities.

5. LAWS AGAINST MONEY LAUNDERING

To prevent money laundering, organizations performing operations with money or other property are obligated to comply with anti-money laundering laws, verify the identity of clients, and assist government agencies and financial organizations working to combat money laundering. FX-SmartBull Limited does everything required to ensure compliance with laws against money laundering and financing terrorism.

6. CLIENT IDENTIFICATION VERIFICATION PROCEDURE

As part of complying with laws on client identification, this procedure is performed during registration, various types of non-trading operations, and as part of monitoring by our specialists. In order to identify our clients, FX-SmartBull Limited Group may ask you for personal data and take steps to confirm the accuracy of this information using a verification system developed by our specialists. It may take several work days to complete this process.

7. COMPLIANCE WITH THE PRIVACY AGREEMENT

The personal data we receive is handled in accordance with the provisions of the Privacy Agreement. Please note that the reason for the identification procedure is to comply with laws against money laundering and financing terrorism, not because we suspect you of committing illegal acts. Accordingly, your cooperation and understanding of these steps is necessary to effectively combat money laundering and financing terrorism.

8. SECURITY AND CONFIDENTIALITY

Client agrees and acknowledges that Client is the exclusive owner and solely responsible, jointly and severally if applicable, for the confidentiality and protection of Client's account number(s) and password(s) that allows Client to place on-line orders and access to FX-SmartBull Limited's electronic trading systems. If Client fails to comply with these clauses, then he or she will be liable for the resulting loss. Client further agrees that Client will be fully responsible for all activities including brokerage transactions that arise from the use of Client's account number(s) and password(s). Client agrees to indemnify and hold FX-SmartBull Limited harmless from: if any other person utilizing Client's confidential information provides instructions to FX-SmartBull Limited that may be contrary to Client's instructions. Client will immediately notify FX-SmartBull Limited in writing or by e-mail of any loss, theft or unauthorized use of Client's account number and/or passwords

9. NO ADVICE AND NO RECOMMENDATIONS.

Client acknowledges that FX-SmartBull Limited does NOT and will NOT give investment, legal or tax advice or make trading recommendations. Client acknowledges that FX-SmartBull Limited makes NO representations concerning the tax implications or treatment of foreign exchange contracts. Client agrees that Client is a self-directed investor and all orders entered are unsolicited and based on Client's own investment decision or the investment decision of Client's duly authorized representative. Client agrees that neither FX-SmartBull Limited nor any of its employees may be Client's duly authorized representative and that Client will neither solicit nor rely upon FX-SmartBull Limited or any of its employees for any such advice. Client understands that Client is SOLELY RESPONSIBLE for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will NOT hold FX-SmartBull Limited or any of its employees liable for those investment decisions. Client further understands that FX-SmartBull Limited DOES NOT AND WILL NOT review the appropriateness or suitability of any transactions implemented or investment strategies employed in Client's account. Client hereby agrees to hold FX-SmartBull Limited and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages Client may suffer with respect to any such decisions, instructions, transactions or strategies employed in Client's account by Client or Client's duly authorized representative, or as a result of any breach by Client of any of the covenants, representations, acknowledgments or warranties herein.

10. TRADING RECOMMENDATIONS

FX-SmartBull Limited may from time to time offer market news, commentary, charting and analysis, trading performance analytics, signals-based products or services and other trading support tools ("Trading Tools").

The Trading Tools are general in nature and do not and will not take into account Clients' personal objectives, financial situation or needs. Before acting on a Trading Tool, Client should consider its appropriateness, having regard to his/her personal objectives, financial situation and needs. Client acknowledges that:

(i) any market recommendations and information communicated to Client by FX-SmartBull Limited or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any foreign exchange contract,

(ii) such recommendation and information, although based upon information obtained from sources believed by FX-SmartBull Limited to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified; and

(iii) **FX-SmartBull Limited MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR TRADING RECOMMENDATION FURNISHED TO CLIENT.**

Client acknowledges that FX-SmartBull Limited and/ or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Client, and that the market position of FX-SmartBull Limited or any such officer, director, affiliate, associate, stockholder or representative may NOT be consistent with the recommendations furnished to Client by FX-SmartBull Limited. To the extent permitted by applicable laws, Client agrees not to hold FX-SmartBull Limited, its directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from:

- (a) non-delivery, delayed delivery or the misdirected delivery of any Trading Tool,
- (b) inaccurate or incomplete content of any Trading Tool or
- (c) Client's reliance on or use of the information in any Trading Tool for any purpose.

11. TRADING SERVICES

The trading services are an execution-only service. The Client will be responsible for all investment decisions and actions with respect to the trades entered into. This includes, but is not limited to, opening, closing, or not opening or closing, a Transaction.

12. COMMUNICATIONS.

Reports, statements, notices and any other communications shall be transmitted to Client electronically by posting to Client's online account or via e-mail to the e-mail address on Client's application, or to such other e-mail address as Client may from time to time designate to FX-SmartBull Limited. FX-SmartBull Limited is not responsible if the correspondence sent by email is not received by Client or if the email is delayed, regardless of whether the delay or failure to receive the correspondence was caused by FX-SmartBull Limited or a third party. All communications sent by e-mail shall be deemed transmitted by FX-SmartBull Limited when posted or sent and deemed delivered to the Client personally, whether actually received by Client or not. If at any time Client is unable, for whatever reason, to communicate with the Company, FX-SmartBull Limited does not receive any communication sent by Client, or Client does not receive any communication sent by FX-SmartBull Limited under this Agreement, FX-SmartBull Limited will not:

(a) be responsible for any loss, damage or cost suffered by Client as a result of any act, error, delay or omission resulting therefrom where such loss, damage or cost is a result of Client's inability to open a Transaction; and

(b) except where Client's inability to communicate with FX-SmartBull Limited results from Company's fraud, willful default or negligence, be responsible for any loss, damage or cost suffered by Client as a result of any act, error, omission or delay resulting from such inability to communicate including without limitation, where such loss, damage or cost is a result of Client inability to close a Transaction. Client acknowledges and agrees that any communication transmitted by Client or on his/her behalf is made at Client's risk and he/she authorizes FX-SmartBull Limited to rely and act on, and treat as fully authorized and binding on Client, any communication (whether or not in writing) that Company reasonably believes to have been transmitted by Client or on Client's behalf by any agent or intermediary who FX-SmartBull Limited reasonably believes to have been duly authorized by Client. Client acknowledges and agrees that the Company will rely on Client's account number and/or password and/or Security Details to identify Client and Client agrees that he/she will not disclose these details to any person not duly authorized by Client. If Client suspects that his/her account number and/or password and/or Security Details has been learnt or may be used by any other person then Client must notify the Company immediately.

13. E-MAIL AND ELECTRONIC COMMUNICATIONS

All e-mails sent to and from FX-SmartBull Limited are subject to monitoring, review or disclosure to someone other than Client or Client's intended recipient. Client acknowledges that there may be delays in e-mail being received by Client's intended recipient. Client agrees to hold FX-SmartBull Limited harmless for any delay in e-mail delivery regardless of whether the delay was caused by FX-SmartBull Limited or a third party. E-mail sent to and from a FX-SmartBull Limited address may be retained by FX-SmartBull Limited's corporate email system. Client agrees not to use e-mail to transmit orders to purchase or sell currencies and further agrees that FX-SmartBull Limited is not liable for any actions taken or any omissions to act as a result of any e-mail/ message Client sends to FX-SmartBull Limited. Electronic communications with FX-SmartBull Limited via our Website, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by FX-SmartBull Limited. FX-SmartBull Limited may communicate with Client by telephone, letter, email or text message or by posting a message on one of its Electronic Trading Services and Client consents to FX-SmartBull Limited telephoning Client at any time whatsoever. Company will use the address, phone or email address specified on Client's account opening form or such other address, phone or email address as Client may subsequently notify to FX-SmartBull Limited or any email address allocated to Client within Electronic Trading Services.

14. RECORDINGS.

Client agrees and acknowledges that all conversations regarding Client's account(s) between Client and FX-SmartBull Limited personnel may be electronically recorded with or without the use of an automatic tone-warning device. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or FX-SmartBull Limited. Client understands that FX-SmartBull Limited destroys such recordings at regular intervals in accordance with FX-SmartBull Limited's established business procedures and Client hereby consents to such destruction

15. RISK ACKNOWLEDGMENT

Client acknowledges that investments in leveraged foreign exchange transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Client understands that because of the low margin normally required in trading foreign exchange contracts, price changes in foreign exchange contracts trading may result in the loss of Client's margin deposit. Client warrants that Client is willing and able, financially and otherwise, to assume the risk of foreign exchange contracts trading, and in consideration of FX-SmartBull Limited carrying his/ her account(s), Client agrees NOT to hold FX-SmartBull Limited responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Client recognizes that guarantees of profit or freedom from loss are impossible in foreign exchange trading. Client acknowledges that Client has received NO such guarantees from FX-SmartBull Limited or from any of its representatives or any introducing agent or other entity with whom Client is conducting his/ her FX-SmartBull Limited account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations

16. AMENDMENT.

The Client hereby agrees that FX-SmartBull Limited may amend this Agreement by the Written Notice including but not limited to sending an email regarding the amendment of this Agreement to the Client or by publishing the amended Agreement on the official Company's website whenever necessary. And the Client shall be deemed to be bound by the terms of such amendment under this Agreement after FX-SmartBull Limited has sent the Written Notice of such amendment on the terms of this Agreement to the Client or has published the amended Agreement on its official website. Any amended agreement will supersede any previous agreement between FX-SmartBull Limited on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the new edition comes into effect.

17. SEVERABILITY.

This Agreement, any attachments hereto, and the terms and conditions contained in statements and confirmations, contain the entire agreement between the parties with respect to the subject matter hereof. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

18. BINDING EFFECT.

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Client at any time opened or reopened with FX-SmartBull Limited irrespective of any change or changes at any time in the personnel of FX-SmartBull Limited or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of FX-SmartBull Limited and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Client and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Client. Client hereby ratifies all transactions with FX-SmartBull Limited effected prior to the date of this Agreement and agrees that the rights and obligations of Client in respect thereto shall be governed by the terms of this Agreement.

19. TERMINATION.

This Agreement shall continue in effect until termination, and may be terminated by Client at any time when Client has no open position(s) and no liabilities held by or owed to FX-SmartBull Limited upon the actual receipt by FX-SmartBull Limited of written notice of termination via e-mail, or at any time whatsoever by FX-SmartBull Limited upon the transmittal of written notice of termination to Client; provided, that such termination shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Client of any obligations arising out of prior transactions entered into in connection with this Agreement. Any suspension or termination of this Agreement will not affect any obligation that may already have been incurred by either party in respect of any outstanding Transaction or any legal rights or obligations that may already have arisen under this Agreement or any Transactions made thereunder. Upon termination of this Agreement, Client will pay to FX-SmartBull Limited any fees or commissions due and, after satisfaction of any such outstanding sums, FX-SmartBull Limited will close Client's account.

20. INDEMNIFICATION.

Client agrees to indemnify and hold FX-SmartBull Limited, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by FX-SmartBull Limited arising out of Client's failure to fully and timely perform Client's responsibilities herein or should any of the representations and warranties fail to be true and correct. Client also agrees to pay promptly to FX-SmartBull Limited all damages, costs and expenses, including attorney's fees, incurred by FX-SmartBull Limited in the enforcement of any of the provisions of this Agreement and any other agreements between FX-SmartBull Limited and Client. Client also agrees that he/she will not hold FX-SmartBull Limited liable for any losses, liabilities, judgements, suits, actions, proceedings, claims, damages and/or costs suffered by Client resulting from or arising out of any act or omission by any person obtaining access to Client's account by using Client's designated account number and/or password and/or Security Details, whether Client authorized such access. FX-SmartBull Limited shall not be liable for any default, omissions, errors or mistakes by any third party or Associated Company other than as a result of FX-SmartBull Limited own negligence, fraud or willful default in relation to the appointment of that third party. Certain information in relation to FX-SmartBull Limited services is provided by third parties and Company is not liable for any inaccuracy, errors or omissions in the information they provide FX-SmartBull Limited except where such inaccuracy, error or omission is caused by Company's own negligence, fraud or willful default in relation to the appointment of that third party. Without prejudice to any other Terms of this Agreement, FX-SmartBull Limited will have no liability to Client in relation to any loss, costs or expenses that Client suffers as a result of:

(a) any delay or defect in or failure of the whole or any part of FX-SmartBull Limited Electronic Trading Services' software or any systems or network links or any other means of communication; or

(b) any computer viruses, worms, software bombs or similar items introduced into Client's computer hardware or software via FX-SmartBull Limited Electronic Trading Services, except where such loss, cost or expense is a result of FX-SmartBull Limited own negligence, fraud or willful default.

Without prejudice to any other Terms of this Agreement, FX-SmartBull Limited will have no liability to Client

in relation to any loss, costs or expenses that Clients suffer as a result of: (a) any inability by Client to open or close a Transaction; or (b) any cause beyond FX-SmartBull Limited reasonable control and the effect of which is beyond FX-SmartBull Limited reasonable control to avoid. Without prejudice to any other Terms of this Agreement, FX-SmartBull Limited will have no liability to Client in relation to any loss which is a side effect of the main loss or damage and which is not a foreseeable consequence of a breach of this Agreement including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation, caused by any act or omission of FX-SmartBull Limited under this Agreement

21. ACCEPTANCE.

This Agreement shall not be deemed to be accepted by FX-SmartBull Limited nor become a binding contract between Client and FX-SmartBull Limited until Client's information is verified and approved by FX-SmartBull Limited.

22. EXECUTION SLIPPAGE

Slippage refers to all situations in which Client receives a different trade execution price than intended. Slippage occurs when the bid/ask spread changes between the time the order is requested and the time Client executes the order. When the order is sent for execution, the specific price requested by the Client may not be available. In this case, the order will be executed close to the Client's requested price. Slippage happens during high periods of volatility, such as during breaking news or economic data releases. Client should know that 'slippage' is a normal market practice and Company is not responsible for it in any way. The Company assumes no responsibility for slippage occurred because of any problems or technical malfunction of any networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet or the website.

23. DEPOSITS AND WITHDRAWALS.

FX-SmartBull Limited shall neither receive nor disburse Client's funds in cash currency or cash equivalents. All transactions between Client and FX-SmartBull Limited shall be performed by wire, check or other method in which the identities of both the sending and receiving parties can be verified

by FX-SmartBull Limited and which FX-SmartBull Limited, in its sole discretion, shall deem appropriate. FX-SmartBull Limited shall perform deposit/ withdrawal transactions only between Client's FX-SmartBull Limited account and another account which is held in Client's name or of which Client clearly demonstrates ownership to FX-SmartBull Limited. In order to prevent money laundering, fraud, and other unauthorized activity, FX-SmartBull Limited may limit Client's withdrawal options.

24. JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND SHORTENING OF LIMITATIONS PERIOD.

Client agrees that any civil action or other legal proceedings between FX-SmartBull Limited or its employees or agents, on one hand, and Client on the other hand, arising out of or relating to this Agreement or Client's account shall be brought, heard and resolved only by a legal entity located in under the laws in the Republic of Mauritius and Client hereby waives trial by jury in any such action or proceeding and waives the right to have such proceeding transferred to any other location. No action, regardless of form, arising out of or relating to this agreement or transactions hereunder may be brought by Client more than one year after the cause of action arose. Client hereby submits and consents to exclusive jurisdiction of courts under the laws in the Republic of Mauritius.

25. GOVERNING LAW.

This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects under the laws in the Republic of Mauritius with company registration number 194848 without regard to choice of law principles