



Underwater Africa Terms and Conditions

This Agreement covers any sales transaction between:

UNDERWATER AFRICA, LDA

And:

THE CLIENT

Parties

- (1) UNDERWATER AFRICA, LDA, a company incorporated under the laws of Mozambique with company registration number 3160/08/01/PS/2023 and having its registered office in Praia de Barra, Inhambane (hereinafter referred to as "the Company");
- (2) THE CLIENT is any private individual or organisation who enter into a transaction with UNDERWATER AFRICA LDA.

Background

- (A) This Agreement sets forth the terms and conditions governing the provision of tour services by the Company to the Client.
- (B) The Company is a tour operator specializing in marine tours and related activities, offering a range of services to the Client
- (C) The purpose of this Agreement is to establish the rights, responsibilities, and obligations of the parties concerning the tour services provided by the Company, and to ensure a clear understanding between the parties regarding their relationship.
- (D) By booking a tour with the Company, the Client acknowledges and agrees to be bound by the terms and conditions set forth in this Agreement.
- (E) This Agreement is binding from its date of signature and valid until completion of the Tour, or until a Cancellation notice is received and acknowledged by the Company, with the exception of sections where prolonged validity is specified.

1. Definitions

Capitalised words within this document have been assigned the following definitions. These definitions remain unchanged regardless of whether the words appear in their singular or plural form.

- 1.1. Agreement** means this document, including all schedules, exhibits, and amendments, which sets forth the terms and conditions governing the provision of Tour Services by the Company to the Client.
- 1.2. Company or Underwater Africa** means UNDERWATER AFRICA, LDA, a company incorporated under the laws of Mozambique, with company registration number 3160/08/01/PS/2023 and having its registered office in Praia de Barra, Inhambane.
- 1.3. Client** means the individual or entity that books and purchases Tour Services from the Company, as identified in the Booking.
- 1.4. Tour or Tour Services** means the activities, accommodation, meals, transports, and related services provided by the Company to the Client.
- 1.5. Tour Fees** means the fee due by the Client as financial compensation for the Tour Services.
- 1.6. Booking** means the reservation made by the Client for a specific Tour, including the payment of the required fees and acceptance of this Agreement.
- 1.7. Itinerary** means the detailed schedule, destinations, and activities planned for a particular Tour, as provided by the Company to the Client.
- 1.8. Force Majeure** means any event or circumstance beyond the reasonable control of the Company, including but not limited to natural disasters, acts of war, civil unrest, pandemics, or government actions.
- 1.9. Cancellation** means the termination of a Booking by either party, subject to the terms and conditions set forth in this Agreement.



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- 1.10. Refund** means the partial or full reimbursement of fees paid by the Client for a Tour, in accordance with the Cancellation and Refund policies outlined in this Agreement.
- 1.11. Travel Insurance** means a comprehensive insurance policy covering risks associated with travel, including but not limited to trip cancellation, medical emergencies and repatriation, and personal injury.
- 1.12. Pre-existing Medical Condition** means any physical or mental condition, illness, or injury that the Client has prior to the commencement of a Tour.
- 1.13. Waiver** means a legal document signed by the Client, releasing the Company from liability for any injuries, damages, or losses that may occur during a Tour.

2. Scope of Services

- 2.1.** The Company shall provide tour services to the Client, which may include, but are not limited to, snorkeling, scuba diving, whale watching, and related activities (collectively, the "Tour Services").
- 2.2.** The Tour Services shall be conducted in accordance with the itinerary and schedule provided by the Company, which may be subject to change due to factors such as weather conditions, safety concerns, or other unforeseen circumstances.
- 2.3.** The Company shall provide qualified and experienced tour guides and instructors to lead and supervise the Tour Services.
- 2.4.** The Company shall provide necessary equipment and gear for the Tour Services, which shall be maintained in accordance with applicable safety standards.
- 2.5.** The Client shall comply with all safety protocols, procedures, and instructions provided by the Company and its tour guides and instructors during the Tour Services.
- 2.6.** The Client shall meet the minimum age requirements and physical fitness standards set by the Company for participation in the Tour Services, including but not limited to swimming ability and disclosure of any pre-existing medical conditions.
- 2.7.** The Tour Services do not include personal expenses, travel insurance, visa fees, or any other services or activities not explicitly stated in the itinerary or agreed upon in writing by the Company.
- 2.8.** Underwater Africa shall comply with all applicable laws, regulations, and obtain necessary permits and licenses for the provision of the Tour Services.

3. Fees and Payment Terms

3.1. Tour Fees and Charges

- (a) The fees and charges for the tour services provided by Underwater Africa shall be as specified in the Tour booking confirmation or as otherwise communicated to the Client in writing.
- (b) All fees and charges are quoted in British Pounds Sterling (GBP) and are inclusive of any applicable taxes or surcharges, unless otherwise stated.
- (c) Underwater Africa reserves the right to modify the fees and charges at any time prior to the Client's booking confirmation, in which case the Client will be notified of the updated fees and charges.

3.2. Payment Methods

- (a) The Company accepts payment by the following methods: credit card (Visa, Mastercard, American Express), bank transfer, and PayPal.
- (b) For credit card payments, the Client shall provide their credit card details and authorize the Company to charge the applicable fees and charges.
- (c) For bank transfers, the Client shall make the payment to the bank account details provided by the Company, and include the booking reference number in the payment description.
- (d) For PayPal payments, the Client shall make the payment to the PayPal account details provided by the Company.

3.3. Payment Schedule

- (a) A non-refundable deposit of 30% of the total tour fees and charges is required to secure the Client's booking.
- (b) The remaining balance of the tour fees and charges shall be paid in full no later than 30 days prior to the scheduled Tour start date.
- (c) In the event of a booking being made less than 30 days before the scheduled Tour start date, payment of the tour fees in full is required to secure the Client's booking.
- (d) Failure to make the final payment by the due date may result in the cancellation of the Client's booking, and the application of cancellation fees as outlined in Section 3.4 of this Agreement.



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3.4. Refunds and Cancellations

- (a) In the event that the Client wishes to cancel their booking, a cancellation notice must be submitted in written form to the Company (info@underwater-africa.com) as early as possible. In the absence of a cancellation notice, the booking will be upheld and full payment of the Tour fees remains due.
- (b) Cancellation requests received by the Company before the scheduled Tour start date entitle the Client to a refund of the Tour Fees minus the 30% non-refundable deposit fee.
- (c) Cancellation requests received by the Company within the first 6 days of the Tour start date entitle the Client to a refund of the Tour fees minus 30% non-refundable deposit, and minus the cost of any activities, accommodation, transportation, meals, or other services provided by the Company between the Tour start date and the reception of the Cancellation request.
- (d) Cancellation requests received by the Company more than 5 nights after the Tour start date do not entitle the Client to a refund.
- (e) Any refunds due to the Client shall be processed using the same payment method as the original payment, unless otherwise agreed upon by the parties.

3.5. Late Payment Fees

- (a) In the event of late payment by the Client, Underwater Africa reserves the right to charge interest on the outstanding amount at the rate of 8% per annum above the Bank of England base rate, calculated from the due date until the date of actual payment.
- (b) Underwater Africa shall notify the Client in writing of any late payment fees or interest charges applied, and the Client shall be responsible for paying such fees and charges within 14 days of receipt of the notification.

3.6. Payment Disputes

- (a) In the event of a payment dispute or discrepancy, the Client shall notify the Company in writing within 7 days of the payment due date, providing details of the dispute or discrepancy.
- (b) The Company shall investigate the matter and respond to the Client within a reasonable timeframe, seeking to resolve the dispute or discrepancy amicably.

3.7. Compliance with Laws

- (a) Underwater Africa shall comply with all applicable laws and regulations related to fees, payment terms, and consumer protection.

4. Intellectual Property Rights

- 4.1. The Company retains all intellectual property rights, including but not limited to copyrights, trademarks, patents, client images, and trade secrets, related to the tour services, materials, and any other proprietary information provided to the Client.
- 4.2. The Client is granted a limited, non-exclusive, non-transferable, and revocable license to use the intellectual property solely for the purpose of participating in the tour services provided by the Company. The Client shall not modify, reproduce, distribute, or create derivative works based on the intellectual property without prior written consent from the Company.
- 4.3. The Client shall maintain the confidentiality of any proprietary information, trade secrets, or other confidential information disclosed by the Company during the course of the tour services. The Client shall not disclose or use such confidential information for any purpose other than participating in the tour services.
- 4.4. The Client shall not infringe upon the Company's intellectual property rights or engage in any activities that may violate such rights. The Client shall indemnify and hold the Company harmless from any claims, damages, or liabilities arising from the Client's infringement or misuse of the Company's intellectual property rights.
- 4.5. The obligations and restrictions related to intellectual property rights and confidentiality shall survive the termination or expiration of this Agreement indefinitely.
- 4.6. Any disputes or claims related to intellectual property rights shall be governed by the laws of Mozambique.



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5. Confidentiality

- 5.1. For the purposes of this Agreement, "Confidential Information" means any information, data, or materials, in any form or medium, that is proprietary or confidential to either party, including but not limited to business plans, financial information, customer data, trade secrets, scientific databases, equipment details, and any other proprietary information related to the tour services provided by the Company.
- 5.2. Each party shall keep the other party's Confidential Information strictly confidential and shall not disclose, use, or reproduce such Confidential Information, in whole or in part, for any purpose other than as necessary for the performance of this Agreement, without the prior written consent of the other party.
- 5.3. Notwithstanding clause 5.2, either party may disclose Confidential Information to the extent required by law or by order of a court or governmental authority, provided that the disclosing party gives the other party reasonable prior written notice of such disclosure and cooperates with the other party in seeking a protective order or other appropriate remedy.
- 5.4. Each party shall implement and maintain appropriate technical, physical, and organizational measures to protect the other party's Confidential Information from unauthorized access, use, or disclosure.
- 5.5. Upon termination or expiration of this Agreement, or upon written request from the other party, each party shall promptly return or destroy all Confidential Information of the other party, including all copies and reproductions thereof, and certify in writing that such return or destruction has been completed.
- 5.6. The obligations of confidentiality set forth in this Section 5 shall survive the termination or expiration of this Agreement indefinitely. In the event of a breach or threatened breach of this Section 5 by either party, the non-breaching party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.
- 5.7. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorney fees) arising out of or resulting from a breach of this Section 5 by the indemnifying party or its employees, agents, or representatives.

6. Data Protection

- 6.1. In this Section 6, the following definitions shall apply:
 - (a) **Personal Data** means any information relating to an identified or identifiable natural person.
 - (b) **Processing** means any operation or set of operations performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 6.2. The Company shall comply with all applicable requirements of the Data Protection Legislation in its collection, processing, and handling of Personal Data.
- 6.3. The Company shall process Personal Data only for the purposes of providing tour services, communicating with clients, billing, advertising, and complying with legal obligations.
- 6.4. The Company shall ensure that Personal Data is processed lawfully, fairly, and transparently, and shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.
- 6.5. The Company shall retain Personal Data only for as long as necessary for the purposes for which it was collected, and shall securely delete or destroy Personal Data when it is no longer required.
- 6.6. Clients have the right to access, rectify, erase, restrict processing, object to processing, and data portability of their Personal Data, as provided by the Data Protection Legislation. Clients may exercise these rights by contacting the Company at info@underwater-africa.com.
- 6.7. If the Company engages third-party service providers to process Personal Data on its behalf, it shall ensure that appropriate data processing agreements are in place to protect the Personal Data.
- 6.8. In the event of a Personal Data breach, the Company shall notify the relevant authorities and affected clients without undue delay, as required by the Data Protection Legislation.
- 6.9. Clients shall provide explicit consent for the collection and processing of their Personal Data, where required by the Data Protection Legislation. Clients may opt-out of receiving marketing communications or having their Personal Data used for purposes other than the provision of tour services by contacting the Company.

7. Warranties and Representations

- 7.1. The Company warrants and represents that:
 - (a) It has the necessary authority, licenses, and capacity to enter into this Agreement and provide the Tour Services;
 - (b) It will comply with all applicable laws, regulations, and industry standards in the provision of the tour services;



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- (c) All information provided to the Client regarding the tour services, including but not limited to itineraries, pricing, and descriptions, is accurate and complete to the best of its knowledge;
 - (d) All tour guides and staff employed or engaged by the Company are qualified, competent, and properly trained to perform their respective duties;
 - (e) All equipment and facilities used in the provision of the tour services are suitable, safe, and well-maintained.
- 7.2.** The Client warrants and represents that:
- (a) They have the necessary authority and capacity to enter into this Agreement;
 - (b) All information provided to the Company, including but not limited to personal details, medical conditions, and any other relevant information, is accurate and complete;
 - (c) They will comply with all safety instructions, tour guidelines, and reasonable directions provided by the Company or its representatives during the Tour;
 - (d) They are solely responsible for their personal belongings and equipment during the tour.
- 7.3.** Except as expressly stated in this Agreement, the Company makes no other warranties or representations, whether express or implied, regarding the tour services or any other matter related to this Agreement.
- 7.4.** In the event of a breach of any warranty or representation by either party, the non-breaching party shall be entitled to seek appropriate remedies, including but not limited to indemnification, termination of the Agreement, and/or damages or compensation, subject to the limitations of liability set forth in this Agreement.
- 7.5.** The warranties and representations made by the parties in this Agreement shall survive the termination or expiration of this Agreement to the extent necessary to give effect to their intended purpose.
- 7.6.** Each party acknowledges and agrees that it has relied on the warranties and representations made by the other party in entering into this Agreement.

8. Indemnification

- 8.1.** Indemnification by Client. The Client shall indemnify, defend, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising out of or resulting from:
- (a) Any breach of this Agreement by the Client or any of its representatives;
 - (b) Any negligent or willful act or omission by the Client or any of its representatives in connection with the tour services;
 - (c) Any injury, illness, or death of the Client or any of its representatives during the tour, except to the extent caused by the gross negligence or willful misconduct of the Company or its representatives; or
 - (d) Any infringement or alleged infringement of any intellectual property rights of third parties by the Client or any of its representatives.
- 8.2.** Indemnification by the Company. The Company shall indemnify, defend, and hold harmless the Client and its representatives from and against any and all Claims arising out of or resulting from:
- (a) Any breach of this Agreement by the Company or any of its representatives;
 - (b) Any negligent or willful act or omission by the Company or any of its representatives in connection with the tour services; or
 - (c) Any infringement or alleged infringement of any intellectual property rights of third parties by the Company or any of its representatives.
- 8.3.** Indemnification Procedures. The party seeking indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of any Claim for which indemnification is sought, and the Indemnifying Party shall have the right to control the defense and settlement of such Claim, provided that the Indemnified Party shall have the right to participate in the defense at its own expense. The Indemnified Party shall cooperate fully with the Indemnifying Party in the defense of any such Claim.
- 8.4.** Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other party for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, lost profits, regardless of the theory of liability (whether in contract, tort, strict liability, or otherwise), even if such party has been advised of the possibility of such damages.
- 8.5.** Survival. The indemnification obligations set forth in this Section 8 shall survive the termination or expiration of this Agreement.

9. Limitation of Liability



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- 9.1. Subject to clause 9.2, the Company's total liability to the Client in respect of all losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the Client to the Company under this Agreement.
- 9.2. Nothing in this Agreement shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot be limited or excluded by applicable law.
- 9.3. The Company shall not be liable to the Client for any indirect, special, or consequential loss or damage, including but not limited to loss of profits, loss of business, loss of revenue, loss of goodwill, or loss of anticipated savings.
- 9.4. The limitations and exclusions of liability set out in this clause 9 shall apply to the fullest extent permitted by law and shall survive the termination or expiration of this Agreement indefinitely.
- 9.5. The Company shall not be liable for any loss, damage, or injury caused by the acts or omissions of any third-party service providers, including but not limited to transportation providers, accommodation providers, or other suppliers involved in the provision of the tour services.
- 9.6. The Client acknowledges and agrees that the limitations and exclusions of liability set out in this clause 9 are reasonable and have been taken into account in the calculation of the fees payable under this Agreement.
- 9.7. If any provision of this clause 9 is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Term and Termination

- 10.1. This Agreement shall commence on the date of the Client's booking confirmation and shall continue in force until the completion of the tour services, unless terminated earlier in accordance with the provisions of this Clause 10.
- 10.2. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) The other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) The other party becomes insolvent, enters into liquidation (whether voluntary or compulsory), is dissolved, compounds with its creditors, or has an administrator, administrative receiver, receiver or manager appointed over the whole or part of its assets; or
 - (c) A force majeure event, as defined in Clause 13, continues for a period of more than 30 consecutive days.
- 10.3. The Company may terminate this Agreement at any time by giving the Client at least 30 days' written notice.
- 10.4. Upon termination of this Agreement for any reason:
- (a) The Client shall immediately pay to the Company all outstanding fees and charges due under this Agreement;
 - (b) Each party shall promptly return to the other party all confidential information and other materials belonging to the other party;
 - (c) The accrued rights and liabilities of the parties as at termination, and the continuation of any provision expressly stated to survive termination, shall not be affected.
- 10.5. Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 10.6. Any disputes arising out of or in connection with the termination of this Agreement shall be governed by the laws of Mozambique.

11. Governing Law and Jurisdiction

- 11.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of Mozambique.
- 11.2. Each party irrevocably agrees that the courts of Mozambique shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 11.3. The parties shall endeavor to resolve any disputes amicably through good faith negotiations. If such negotiations fail, the parties may refer the dispute to mediation.
- 11.4. If the dispute cannot be resolved through mediation within 60 days from the date of the appointment of the mediator, or such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration under the courts of Mozambique.
- 11.5. If any provision of this Clause 11 is found by any court or other competent authority to be invalid, unlawful, or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid, lawful, and



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enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Clause 11.5 shall not affect the validity and enforceability of the rest of this Agreement.

11.6. For the purposes of this Clause 11, any reference to laws or regulations shall include any amendments, modifications, or re-enactments thereof.

12. Dispute Resolution

- 12.1.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute through good faith negotiations for a period of thirty (30) days after written notice of the Dispute has been received by the other party.
- 12.2.** The parties agree that the arbitral award shall be final and binding upon the parties, and the parties waive any right to appeal or challenge the award, except as permitted.
- 12.3.** The parties shall continue to perform their respective obligations under this Agreement during the pendency of any Dispute, unless otherwise agreed or ordered by the arbitral tribunal or a court of competent jurisdiction.
- 12.4.** All negotiations, mediation, arbitration, and expert determinations relating to a Dispute (including a settlement resulting from negotiation or mediation, an arbitral award, documents exchanged or produced during a proceeding, and memorials, briefs, or other documents prepared for the arbitration) are confidential and may not be disclosed by the parties, their employees, officers, directors, counsel, consultants, and expert witnesses, except (i) to the extent necessary to enforce this clause or any settlement agreement or arbitral award, (ii) to enforce other rights of a party, or (iii) as required by law or court order.

13. Force Majeure

- 13.1.** In this Agreement, "Force Majeure Event" means any event or circumstance beyond the reasonable control of a party, including but not limited to acts of God, acts of government or other authorities, wars, riots, civil disturbances, terrorism, strikes, lockouts, industrial disputes, natural disasters, epidemics, pandemics, or any other similar cause.
- 13.2.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by a Force Majeure Event.
- 13.3.** If a Force Majeure Event occurs, the affected party shall:
- (a) Promptly notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform its obligations under this Agreement; and
 - (b) Use reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement.
- 13.4.** If a Force Majeure Event prevents, hinders, or delays the affected party's performance of its obligations for a continuous period of more than 30 days, either party may terminate this Agreement by giving 2 days' written notice to the other party.
- 13.5.** The occurrence of a Force Majeure Event shall not constitute a breach of this Agreement, and the affected party shall not be liable for any loss, damage, or delay suffered by the other party as a result of the Force Majeure Event.
- 13.6.** The following events shall not constitute Force Majeure Events:
- (a) Any event or circumstance that could have been reasonably foreseen or prevented by the affected party;
 - (b) Any financial difficulties or lack of funds of the affected party; or
 - (c) Any labor disputes or strikes involving the affected party's personnel or subcontractors.
- 13.7.** Any dispute arising out of or in connection with this Force Majeure clause shall be resolved in accordance with the dispute resolution provisions set forth in Clause 12 of this Agreement.

14. Assignment and Subcontracting

- 14.1.** Neither party shall assign, transfer, charge, or deal in any other manner with this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 14.2.** Either party may subcontract or delegate the performance of any of its obligations under this Agreement to a third party, provided that:
- (a) The subcontracting party shall remain fully responsible and liable for the acts, omissions, and performance of its subcontractors or delegates as if they were its own acts, omissions, and performance;
 - (b) The subcontracting party shall ensure that its subcontractors or delegates are bound by the same terms and conditions as those set out in this Agreement; and



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- (c) The subcontracting party shall obtain the prior written consent of the other party before engaging any subcontractor or delegate, such consent not to be unreasonably withheld or delayed.

14.3. This Agreement is personal to the parties, and the rights and obligations of the parties under this Agreement shall not be assigned, transferred, charged, or otherwise dealt with, except as expressly permitted by this Agreement.

14.4. Any purported assignment, transfer, charge, or dealing in contravention of this Clause 14 shall be null and void and shall constitute a material breach of this Agreement, entitling the non-assigning or non-subcontracting party to terminate this Agreement with immediate effect.

15. Entire Agreement

15.1. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior agreements, understandings, or representations, whether written or oral, relating to the same subject matter.

15.2. The parties acknowledge and agree that they have not relied on any prior negotiations, discussions, or representations, whether written or oral, not expressly incorporated into this Agreement.

15.3. No modification or amendment to this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.

15.4. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15.5. This Agreement shall be governed by and construed in accordance with the laws of Mozambique, and the parties hereby submit to the exclusive jurisdiction of the courts of Mozambique for the resolution of any disputes arising out of or in connection with this Agreement.

15.6. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that electronic signatures or other forms of electronic execution shall be deemed valid and binding for all purposes.

16. Amendments

16.1. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

16.2. Either party may propose amendments or modifications to this Agreement by providing written notice to the other party, specifying the proposed changes and the reasons for such changes.

16.3. The parties shall negotiate in good faith to consider and agree upon any proposed amendments or modifications.

16.4. Amendments or modifications shall become effective on the date specified in the written agreement signed by both parties, or if no such date is specified, on the date of the last signature.

16.5. No amendment or modification shall be valid or enforceable if it would render any part of this Agreement illegal, invalid, or unenforceable under the laws of Mozambique.

16.6. If any provision of an amendment or modification is found to be invalid or unenforceable, such provision shall be severed from the amendment or modification, and the remaining provisions shall remain in full force and effect.

16.7. Amendments or modifications to this Agreement shall be governed by and construed in accordance with the laws of Mozambique.

17. Severability

17.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17.2. If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.3. The provisions of this Clause 17 shall apply accordingly to any other clauses or obligations arising or to be implied under this Agreement.

17.4. This Agreement shall be governed by and construed in accordance with the laws of Mozambique.