



## TERMS AND CONDITIONS

### CORPORATE & INDIVIDUAL (SOLE/JOINT) ACCOUNT

These Terms and Conditions set out the contract between the applicant/account holder and Warwyck Private Bank Ltd (hereinafter the "Bank" or "WPBL"), thereby enumerating the duties, responsibilities and rights of all parties to this contract.

This document comprises of the Terms and Conditions relating to the:

- (i) Current Account;
- (ii) Internet Banking; and
- (iii) General Deed of Security in favor of a Third Party.

The Bank may from time to time amend the rules hereof and shall notify such amendments to the account holder through publicly available media, including the bank's website.

#### (i) **CURRENT ACCOUNT**

When opening a Current Account, it is agreed and acknowledged that:

1. As per the Banking Act 2004, the Bank shall only open accounts where it is satisfied that the true identity of the person or the corporate entity applying for business relationship has been established.

**Individual:** The applicant should submit to the Bank originals or certified copies of all proof of identity and proof of address, which the Bank shall deem necessary, i.e., National Identity Card/ Passport ID, utility bills and any other documents that may be requested/accepted by the Bank from time to time. Any change in respect of same should be communicated forthwith to the Bank.

**Corporate:** The applicant should submit to the Bank originals or certified copies of all statutory documents of the corporate entity and any other document which the Bank shall deem necessary, i.e., National Identity Card/ Passport ID, utility bills and any other documents that may be requested/accepted by the Bank from time to time, in respect of directors, authorized signatories, shareholders and beneficial owners of the corporate entity. Any change in respect of same should be communicated forthwith to the Bank.

2. Accounts will be considered as operative in the books of the Bank once the details of the applicant for business have been confirmed and validated.
3. An account may be opened in the names of:
  - An individual in his/her own name
  - Two or more individual persons in their joint names
  - In the name of a corporate entity

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4. The client may be requested to deposit the required minimum amount as per the Bank's policy. The new Current Account will be funded only through inward remittance via SWIFT.
5. Any amount in excess of the cash transaction threshold (currently Mur 500,000/- or equivalent in any foreign currency) should be routed through proper banking channel as per The Financial Intelligence and Anti Money Laundering Act (2002) and The Prevention of Corruption Act (2002).
6. The Bank will not be bound to accept any deposits unless the source of funds is disclosed to the satisfaction of the Bank supported by documentary evidence where appropriate of the source of funds.
7. The Bank reserves the right to seek information as regards to financial transactions conducted by clients.
8. The client assumes full responsibility for the genuineness, correctness and validity of all endorsements appearing on all orders, bills, notes, negotiable instruments and receipts or other documents deposited in the account.
9. The Bank may effect standing orders based on instructions provided by the account holder. The account holder shall guarantee that sufficient fund is available on the account to process such instructions on the scheduled payment date. In case of several standing orders on the same scheduled payment dates, the Bank shall have the right to decide on the order in which they shall be executed.
10. The Bank may honor, whether the account is in credit or not, Bills of Exchange, Promissory Note or other orders drawn, accepted or made on behalf of the account holder and to act on any instructions and accept any receipts or other documents relating to the account and also to accept endorsements, of so signed or made on behalf of the account holder.
11. The Bank will take care to see that credit and debit entries are correctly recorded in the accounts, but in case of any error, the Bank shall be within its rights to make the correct adjusting entries without notice and recover any amount due from the client. The Bank shall not be liable for any damage, loss etc., and consequent on such errors.
12. Any change in the address or personal details of the client must be immediately communicated to the Bank.
13. In respect of corporate clients, any change in the registered address or change of directors having an incidence on the list of authorized signatories communicated to the Bank must be immediately notified to the Bank and the updated list of authorized signatories communicated to the Bank.
14. A receipt for money, securities and other financial instruments, on behalf of the Bank shall only be, valid if signed by duly authorized officers of the corporate client.

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15. In the event any item is paid or charged back or any credit is reversed or any charge is made to the account and as a result thereof, the account is overdrawn, the client/s shall forthwith on being intimated by the Bank in writing, repay the amount of such overdraft to the Bank. The Bank may at its sole option and discretion charge interest on such overdraft at such rates as the Bank may determine. The client hereby agrees and undertakes to pay the entire liability along with the prevailing rate of interest and hereby authorizes the Bank to debit the client's account with the amounts of all such interest.
16. In case of dispute arising between account holders on a joint account, the Bank may at its sole discretion require all account holders to execute on any document in relation to operation of the account.
17. Bank accounts of deceased account holders may be operated by their legal heirs after the Bank has ascertained that they are indeed the legal representatives of the deceased account holder. The account may be operated jointly by all heirs or as otherwise agreed to the satisfaction of the Bank and communicated in writing to the Bank.
18. In case where current account is overdrawn, the Bank shall provide the Mauritius Credit Information Bureau (MCIB) with such information as is required by the MCIB Terms & Conditions of the Central Bank.
19. The Bank is entitled to set off debit and credit balances of client's accounts without notice in case of default by the client of any of his obligations towards the Bank.
20. All fees, commission and charges will be levied in accordance with the applicable tariff guide of the Bank, which may be amended from time to time. The applicable tariff guide will always be available on the Bank's website or client's reference and information.
21. All expenses and disbursements incurred in the client's interest, in particular for legal and other professional fees, insurances, printed matters, taxes, and through any means of communication, may be charged by the Bank to the client's account.
22. Accounts where there has not been any client induced transactions during a consecutive period of 15-18 months shall be converted to a 'dormancy' status. The Bank therefore reserves the right to refuse transactions thereon until account has been reactivated as per the Bank's internal procedures. However the Bank may alter the 'dormancy' period as it may deem fit.
23. The Bank shall act in accordance with Section 59 of the Banking Act where it stipulates that any client's deposit or money lodged with the Bank for any purpose has been left untouched and not reclaimed for a period of 7 years or more and that the client has not responded within 6 months to a letter from the Bank about the dormant deposit or money, the deposit or money shall be deemed to have been abandoned and transferred to the Bank of Mauritius. However the account holder or heir(s) remain the rightful owner of the funds.

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24. In case the Bank requires the service of attorneys to obtain the recovery of any overdrawn balance on a client's account, all costs, commissions and accessories including Value Added Tax, will be due and payable by the client.
25. The personal or corporate data provided or to be provided will be used for considering the account holder's request and subject to the bank's agreeing to provide such service. The account holder acknowledges that the Bank may be asked to provide banker's reference to other financial institutions or other parties about the account holder and the latter is agreeable to the Bank giving such reference.
26. The client shall indemnify and hold the Bank harmless from any and all losses, which is the direct or indirect result of the Bank carrying out or attempting to carry out any transaction or service requested by the client.
27. The Bank shall not be held liable for failure to process standing order instructions due to lack of funds or whatsoever reason. The Bank may cancel such instructions at any time at its sole discretion.
28. Where the Bank uses any agent or correspondent in any foreign jurisdiction, it shall not be liable for any act or omission of that agent or correspondent except where gross negligence or willful default has been proved against the Bank.
29. The information provided or may be provided from time to time by the client may be held on computer by the Bank and may be retained after account closure. To enable the Bank to provide you with the appropriate high quality financial services, information may be disclosed to the Bank or to its holding company or subsidiaries, if any. For example, information may be disclosed for administration and marketing purposes. The information may be used to identify and advise you of any products and services that the Bank think may be of interest to you.
30. The Bank reserves to itself, the right to add or to alter part or all of the rules after a public notification or otherwise and such altered or additional rules shall immediately thereafter be deemed to be binding on all clients.
31. The place of performance for both parties shall be the registered office of the Bank. The Terms and Conditions shall be governed by and construed in accordance with the laws of Mauritius. The parties hereto agree that any legal action or proceeding arising out of or in connection with this Terms and Conditions shall be subject to the jurisdiction of the Courts of Mauritius. The submission to such jurisdiction shall not be construed as to limit the right of the Bank to take proceedings against the client in his/her/its capacity as borrower in whatsoever jurisdiction in which the borrower shall have assets situated at any time nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction(s), whether concurrently or not.
32. By virtue of Article 2150 of the Mauritian Civil Code, the Bank shall have a right to set-off in respect of any monies due by and demandable from the client against all or any part of all monies standing to the credit of his account(s).
33. In case of a joint account, the joint account holders shall be responsible individually and together for observing these Terms and Conditions. Further information on operating a joint account will be provided on opening such an account.



## 1. Introduction

The internet banking terms and conditions are applicable only in the instance where the client requires such services. They delineate the duties of a user and of Warwyck Private Bank Ltd ("WPBL") concerning internet banking facilities offered to its clients. The terms and conditions present in this document can be varied in necessary cases.

## 2. Definitions

**Account Owner** means the person(s) in whose name an account is opened and is in charge for all the transactions related to this account.

**Authority** means officials of WPBL where Account Owners may designate one or more official(s) to have access to their accounts. It is not necessary for any official to access the account of any client unless the client wants a third party to do so or to associate with other accounts from other bodies as agreed by those bodies. Companies and other bodies which decide to assign tasks or associate accounts from other bodies must supply the Bank with the proper authority.

**Authorized person** means the individual who has been designated by the Account Owner to perform administration duties as their representative. These duties are as follows: (i) adding, altering or withdrawing a User, (ii) add and appoint User access, (iii) alter the prevailing Daily limit, (iv) alter contact details.

**Business Day** means a day when the Bank is operational. This will exclude Saturdays, Sundays and Public holidays even if some divisions of the bank may be operational.

**Customer ID** is the unique ID that is used to identify a customer when he/she accesses the internet banking system. The customer will need a combination of the Customer ID, password and the security token.

**Daily Limit** means the permitted total payment that can be made daily for all accounts available through the WPBL Internet Banking Service Type selected.

**Identification Codes** means any ID, password and any such other code which WPBL issues so as to use the Internet banking facilities given by the Bank.

**Password** is a secret code that is only known to the customer. The account holder should use the password together with the customer ID and security token in order to log in for Internet Banking. Detailed information will be issued by the Bank concerning the procedures to be followed when accessing the service.

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**Security Token** is used to prove one's identity electronically. The token is used in addition to a password to prove that the customer is who they claim to be. The token acts like an electronic key to access the internet banking system.

**Third Party Access** is when a third party Account Owner has given permission access to their account through the Internet Banking service.

**User** means Account owner or Authorized person or any person other than the Account Owner or other than the Authorized Person as designated by the Account Owner or the Authorized person to transact through internet Banking

**Warwyck Internet Banking** means internet banking facility offered by WPBL to its clients

**Warwyck Internet Banking Service Type** means the way that Internet Banking facility functions for a particular subscriber and also the variety of tasks that the subscriber can carry out.

**Encryption** is used to secure the data transfer/exchange between the customer and WPBL over the internet. The privacy of communications between the customer (your browser) and WPBL servers is ensured via encryption.

### 3. Authorization

The Account Owner gives approval for WPBL to authorize transactions on the Account Owner's account as per the WPBL Internet Banking Service Type designated provided that proper Identification keys have been issued by the Bank.

The Account Owner gives permission to WPBL to deduct from his account the fees to be paid to the Bank in exchange of the Internet Banking services. For better understanding, these charges do not comprise of any other charges required for other transactions not related to Warwyck Internet Banking services.

The Account Owner authorizes WPBL to derive the amount that is being transacted through Internet Banking provided that the funds are sufficient in his account to execute the transaction.

The Account Owner admits that an authorized person or a user who use the services of Internet Banking provided by WBPL, may also have to pay fees or charges related to this facility, in addition to the fees that the Account Owner is already incurring.

### 4. Payment through Warwyck Internet Banking

4.1 WPBL is only in charge of applying care when transacting payments upon the User's authorization in compliance with these terms and conditions. The Bank will not be responsible for the following causes:

- Not enough funds to execute the transaction on the day it is done;
- Mails are not delivered at the proper time;
- Inexact information input by the customer for the transaction payment;

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- Alterations in the payee's contact details or account number provided WPBL was not previously informed of these changes;
- If the payee has not provided for or credited the payment in the appropriate manner;
- Any unwanted individual taking advantage of the service; or
- Any event which is beyond the power of WPBL.

#### 4.2 Payment Limits

Warwyck Private Bank Ltd has the right to enforce a payment limit. This limit will have an effect on the amount of payment which can be done using WPBL internet. Payment limits may apply to the banking transactions where the payment exceeds the limit imposed by the Bank.

#### 4.3 Cut off Times

Transactions will be performed only if instructions are received before the cut off time, else it will be processed on the next Business Day. This is true even if the balance on an account has changed according to the Internet Banking.

Different types of instructions are allocated different cut off times.

Cut off times may be changed by WPBL anytime. Normally, the Bank will inform its clients about lasting changes but it may find it unnecessary to notify when it concerns short term changes.

#### 4.4 Cancel or Change Payment Instructions

If WPBL has accepted and responded to an instruction, the Account owner or Authorized person does not have the right to revoke or change that instruction.

#### 4.5 Responsibility for correct details

An Account Owner or Authorized person must be certain that the correct details are specified when performing payments transactions.

## 5 **Security**

### 5.1 Use of Identification Codes

Identification Codes enable a client to access and transact on his account and the Account Owner should authorize WPBL to grant such access. Therefore, the Account Owner has the duty to keep secret and safe the Identification Codes and security token given to him by the Bank. When the Account Owner gets access to internet banking for the first time, he has to change the password of the Identification Keys and he must make sure that any Authorized person or User does the same.



The Identification Codes should be kept secret by the Account Owner, that is only he should be aware of it. If the Account Owner has given permission to an Authorized person or a User, then he should guide them about the Identification Codes separately.

If the Identification Codes are entered wrongly for 3 times at one go by an Account Owner, Authorized person or a User, Internet Banking services may become inaccessible to one of the parties. In the event of this occurrence, WPBL can be contacted to reactivate access.

## 5.2 Security Information

The Security Guide found on the Bank's Internet site should be thoroughly read by the Account Owner, Authorized person or User, along with this paper and should make sure to abide by all the rules present in both documents.

If a customer has not properly abided by the security guidelines as per the paragraph 6.2, it will constitute a breach of his confidentiality and this may result into unlawful transactions on his account.

## 5.3 Breach of integrity suspicion concerning Identification Codes

In the event that there is a doubt concerning the security of the Identification Codes, the following procedures may be taken:

- The Identification Codes should be renewed;
- Contact Warwyck and relate about the potential breach.

## 6 **Liability**

### 6.1 Where the Account Owner is not held liable

The Account Owner will not be responsible concerning damages incurred from unlawful transactions where:

- the transaction involve the staff or agents of WPBL or companies dealing with networking management and there has been fraudulent or negligent acts from their part;
- the transaction was performed after WPBL has been informed of the insecurity of the Identification Codes which has been either misused, lost or stolen. An explicit notification should have been made and the date of obtaining such notification will be the decisive date. Please do note that WPBL may take up to two hours to take necessary actions to disable the internet banking access. But the Bank will try to take necessary actions within the shortest delay.
- there is misplacement of any component of an access system that is falsified, defective, no longer valid or cancelled.

### 6.2 Liability of the Account Owner

The Account Owner will be held liable for the accrued losses resulting from any undertaking performed by an Authorized person or a User or by any other person who have the permission of the Authorized person or User.

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The Account Owner will be responsible for all losses which occurred due to unapproved transactions performed by an Authorized person or a User:

- Getting involved into fraudulent actions;
- Voluntarily revealing any of the Identification Codes to anyone;
- Keeping information about Identification Codes without taking the precautions to stop unauthorized access;
- Inserting their Identification Codes or a concealed record of it on an electronic device such as a mobile phone;
- Choosing an Identification Code which is similar to their birth date or any common code which is easily discernible;
- Not acting with enough care when it comes to the duty to safeguard the Identification Codes.

The Account Owner will also be held liable in the case that an Authorized person or a User use Warwyck Internet Banking services with the help of a computer in which there is a software that can disclose certain information about the account or details about the Identification Codes to a third party provided that the Account Owner is aware of it.

If there is an unaccepted transaction performed by a User or security of the Identification Keys has been compromised and the Account Owner fails to inform the Bank in a timely manner, he will be liable for the losses incurred. The decisive date will be the date when the notification has been obtained by WPBL.

### 6.3 Liability of WPBL

This part describes the situations where WPBL is liable towards the Account Owner to the scope that WPBL's liability has appeared in other documents. It should be noted that WPBL will not be liable in the event that it has not granted access for internet banking facilities to an Account Owner.

WPBL is only in charge to perform Warwyck Internet Banking Service as described in these terms and conditions unless otherwise stated in by an applicable law. In the event that there have been fraudulent acts, breach of duty of care or intentional failure to perform its obligation on the part of WPBL, it will take the full responsibility concerning the actual and foreseeable losses or damages suffered by the Account Owner.

WPBL will not be held responsible in the following occurrences:

- If the Account Owner does not have sufficient amount of money on his account to execute a transfer provided that there has been no failure from WPBL's part;
- If a transfer is not executed because of unforeseeable situations and where the situation is beyond the power of WPBL despite necessary measures have been taken;
- If there is a lock on the account of the Account Owner or the access is no more permissible due to banking policies;
- In the event that there are legal actions going on related to the funds of the Account Owner or other obstructions limiting transfer;
- If the law no more gives the right to the Account Owner to perform transfers;
- If the Account Owner, Authorized person or User suspects that an individual has dealt with the Account Owner's account without authorization and WPBL was not informed in a timely manner;
- If a User has failed to stick to the guidelines concerning transfers in these terms and conditions;
- If an account Owner, an Authorized person or a User has provided WPBL with wrong or insufficient details concerning the account or transfer;
- If there is suspicion that the password or account has been used without permission or if the Account Owner fails under these terms and conditions, or any agreements with WPBL;
- The Account Owner downloads any file or software from the Bank's website at his own risk. He should do so according to the terms and conditions related to the software.

**WPBL SHALL NOT BE HELD LIABLE FOR ANY SITUATIONS OCCURING OUT OF THE ONES STIPULATED ABOVE.**

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#### 6.4 Indemnity

The Account Owner consents to indemnify, defend and hold WPBL, its associate entities, directors, and staff members from third party protest, requests, lawsuit or other proceeding and any payment concerning Warwyck Internet Banking.

#### 6.5 Third Parties

WPBL will not be held responsible in the event of failure from the part of any third parties mentioned below:

- (1) Internet Browser Provider;
- (2) Internet Access Provider;
- (3) Online service provider; and
- (4) User's equipment or software.

Moreover WPBL will not be responsible for any damages occurring due to the User access or inaccessibility to Warwyck Internet Banking.

### **7 Termination**

- 7.1 The Account Owner may cease the Internet Banking facilities by explicitly informing his intention to the Bank.
- 7.2 In the case that WPBL has sound reasons to do so, it can stop temporarily or permanently use of Warwyck Internet Banking without informing the User. For example in the case where there are unlawful transactions being performed or when the User has stopped using same for a long period of time.

### **8 General**

- 8.1 The Account Owner accepts being communicated advertising materials related to the Bank or its other associates.
- 8.2 Any person agreeing to use Warwyck Internet Banking is deemed to have read, understood and agreed to be bound by the present terms and conditions and any procedures or rules as now subsisting or as at any time altered or added to.
- 8.3 These terms and conditions relating to the Internet Banking services shall be governed and construed in accordance with the laws of Mauritius. Each party irrevocably agrees that the courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions.
- 8.4 From time to time, the Bank may add, delete or alter the features of Warwyck Internet Banking or the present terms and conditions, procedures and rules that apply to it. Amendments to rules or features of an account will be either displayed on the Bank's notice board or Internet Banking or any other medium which the Bank may deem fit.
- 8.5 The Account Owner must immediately notify in writing to WPBL any change in the information provided together with proper evidences.

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(ii) **GENERAL DEED OF SECURITY IN FAVOUR OF A THIRD PARTY**

Warwyck Private Bank Ltd, declares that it holds as security in favour of itself, and any related companies namely Warwyck Phoenix PCC and Warwyck Phoenix Securities Ltd through which the Facilities have been made available ("**Third Party**") and for which the Bank has acted as intermediary, as a continuing guarantee for all current or future claims, matured or otherwise, including interest, commissions, charges and incidental costs, that the Third Party has or could have against the client in his/her capacity as Debtor to the Bank.

By reason of the facilities that the Bank and Third Party have granted or will grant to the Debtor in the form of advances, overdrafts or in any other form or commitments made by the Debtor, such as those resulting from rights of recourse, issuance of letters of credit, guarantees, security transactions, claims arising from third parties seeking recovery of proceeds and profits of investments (e.g. clawback) or any other transaction which might generate a debit on any account of the Bank or the Third Party regardless of any specific number or on the account specified above, as the case may be:

All assets, stocks and shares, securities, (including intermediated securities), as well as the future rights relating thereto such as stock dividends, subscription rights, etc., insurance policies and resulting claims, receivables, debentures and equities, cash, bank notes, precious metals and other securities, all negotiable rights, in particular securities with deferred physical issuance, all assets in all major currencies, inclusive but not limited to USD, EUR, CHF, GBP, which the Bank holds on behalf of the Debtor directly or through agencies, branches, or correspondents.

1. The Debtor authorises WPBL to validly take all measures it shall consider appropriate for the perfection of the security and realisation of, the assets charged and undertakes to comply immediately, upon the Bank's written demand, with all requested formalities.

It is the sole responsibility of the Bank to take all necessary measures to preserve the value of the assets charged as security. The Bank is nevertheless entitled, but not obligated, to take such measures on its own initiative, but at the Debtor's expense and risk, as it considers necessary.

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2. Should the value of the assets, if any, fall below WPBL's agreed margin or should the Bank, for other reasons, consider that the assets charged as security are insufficient to cover its claims or any claims to any Third Party, the Debtor is obligated to furnish additional sureties so as to restore the margin. In the event of the Debtor failing to take action following the demand within the time limit set by the Bank, the Debtor's indebtedness would then *ipso jure* become immediately payable in its entirety to the Third Party. The Debtor, hereby, authorizes the Bank to debit its account(s), should the agreed margin not be reached.
3. The Bank is entitled, but not obligated, to immediately realize the sureties without having to advise the Debtor in advance if the Debtor fails to repay his outstanding debts to the Bank or any Third Party or if one of his debts becomes payable before its due date; WPBL may act in the same way in the event of the Debtor's death, petition in bankruptcy or similar procedure or declaration of insolvency as well as in the event of an administrator or liquidator being appointed for the Debtor. Further, the Bank is authorized to realize the assets, if any, by way of private sale and to call and collect the proceeds of the assets charged in the order it freely chooses, without having to follow the procedures provided for by the Insolvency Act 2009 or any other relevant Legislations and to apply the proceeds to the full repayment of its claims in terms of capital, interest, commissions and costs. To this end, the Debtor hereby declares that he assigns the sureties to the Bank. The Bank is also free to institute proceedings without having beforehand realized the securities or requested a forced sale. It is further understood that the Debtor remains liable towards the Bank for any possible shortfall.
4. The Debtor accepts that this deed of security is valid independently of any other guarantee in force or to be constituted and terminates only with the full repayment of the Debtor's claims towards the Third Party. Thus, unless otherwise agreed in writing, when several claims and/or sureties exist, WPBL has the right to determine at its discretion which surety is to be realized first and/or to which claim(s) the proceeds of the realization will be applied.

Unless otherwise agreed in writing, the validity of this deed of security does not terminate if the Debtor's indebtedness towards the Third Party is temporarily repaid but the business relations between the Bank and the Debtor continue.

5. It is the sole responsibility of the Bank to undertake the procedures relating to official notices or all other transactions concerning the securities (in particular securities with deferred physical issuance) covered by this deed of security, it being understood that the Debtor will also bear all the consequences with regards to an omission or negligence on his part. The Bank is nevertheless entitled to take action itself if it considers this necessary to safeguard its assets.

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6. The Debtor further expressly declares that he assigns to the Bank all securities and claims. He further undertakes, upon WPBL's first demand, to execute any document and to comply with all the formalities that might prove necessary in order to realize the assets charged as security, whatever they may be.
7. All notices from the Bank shall be validly effected when sent to the last address stated by the Debtor (including by way of "hold mail").
8. The rights conferred in this General Deed of Security do not terminate, in the event of death, missing person, trusteeship, incapacity, declaration of insolvency or bankruptcy of the Debtor or if a guardian, trustee or liquidator is appointed to represent either one.
9. It is the Debtor's sole responsibility to inform the Bank from time to time about the position of the former's indebtedness towards the Third Party guaranteed by this deed of security, especially about extension of credit by the Third Party, terms and conditions and possible renewals thereof, the Bank being released from all obligations in that respect.
10. The terms of this General Deed of Security shall be governed and construed in accordance with the laws of Mauritius. The courts of Mauritius shall have exclusive jurisdiction with respect to any dispute arising thereof.

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