DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires—

“Agreement” means the contract between Sovereign and the Client of which these Terms and Conditions shall form an integral part.

“Business” means one or more companies in respect of which Sovereign provides Services at the Client’s request.

“Services” means any company formation management or administration services whatsoever which may be taken or instituted against Sovereign or which may be incurred or suffered by Sovereign by reason of or on account of (i) Sovereign having acted or omitted to act (or fail to act) in any manner whatsoever which may be taken or instituted against Sovereign. The purpose of releasing the information

CONFIDENTIALITY

12. Client acknowledges that late or non-payment of fees may result in a Company being prevented from continuing to carry on its business. Client shall at all times hereafter indemnify and keep indemnified Sovereign against all claims, losses, damages, costs and expenses suffered or incurred by the Officers in the course of their duties under this Agreement or arising out of their capacity as Officers.

13. Client acknowledges and understands that no contract shall be concluded by the Officers of Sovereign without the specific consent of Sovereign thereto.

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OTHER PROVISIONS

31. This Agreement shall be governed by the laws of, and be deemed to have been made in, the place of incorporation of the Company and all disputes arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction and Sovereign shall retain the right to commence proceedings in any other jurisdiction it may consider appropriate.