

**Tradewin India**  
**Terms and Conditions of Service**

1. **Services Provided.** Tradewin India ("Tradewin"), a division of Expeditors (International) India Private Ltd, will provide consulting services as described in the attached proposal (the "Services") to Customer subject to these terms and conditions (the "Agreement"). Tradewin may engage other parties ("Subcontractors") at its sole discretion to provide some or all of the Services. Tradewin will use reasonable care in the selection of Subcontractors.
2. **Customer Obligations.** Customer will furnish to Tradewin, in a timely manner, all information and documents necessary or useful to provide the Services, and Customer warrants the accuracy and completeness of such information and documents. Customer is responsible for knowing and complying with all laws, government regulations, and interpretations that are applicable to it, as updated from time to time. Unless explicitly agreed in writing to the contrary: (a) Customer is solely responsible for compliance with the most current laws, regulations and interpretations that are applicable to it, and (b) Customer is solely responsible for furnishing any required bonds to any applicable governmental authority. Except for Tradewin divisions which specialize in reclaim entries, Tradewin does not sell or otherwise provide Customer with customs bonds. Customer acknowledges that because of changes in the law, the Services rendered by Tradewin may not be suitable for future use by Customer without updating. Unless explicitly agreed in writing and signed by Tradewin and Customer, Tradewin shall have no ongoing obligation to update the Services.
3. **Payment.** Unless otherwise set forth in the attached proposal, Tradewin will invoice Customer monthly for fees due for the Services and payment is due within 30 days of the invoice date. Any overdue amounts are subject to 1.5% interest per month and Customer is responsible for Tradewin's reasonable attorney fees or other reasonable expenses in connection with the collection of any overdue amounts from the Customer.
4. **Confidentiality.** "Confidential Information" includes all written information furnished or made available directly or indirectly by one party to the other which is marked confidential, restricted, proprietary or with a similar designation, or information that by its nature would be considered confidential. The parties agree that any Confidential Information provided under this Agreement must be maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, but in no event less than a reasonable standard of care. If either party becomes aware of any actual or possible unauthorized use or disclosure of any Confidential Information, that party must notify the other party as soon as reasonably possible.
5. **Proprietary Rights.** In the course of providing the Services, Tradewin may use its proprietary technology, programs, processes, report formats and other materials (the "Proprietary Materials"). Tradewin retains all intellectual property rights, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property, in the Proprietary Materials and no license or other rights are granted under this Agreement to the Customer. Customer may not reproduce, publish, modify, disassemble, decompile, reverse engineer, or create derivative works of the Proprietary Materials.
6. **Indemnification by Customer.** Notwithstanding any other provisions of this Agreement, because Customer is engaged in activities over which Tradewin has no control, Customer will indemnify and defend Tradewin, its affiliates, employees and agents, on a full-indemnity basis, from and against any and all claims, demands, actions, losses, damages and expenses, including duties, taxes and reasonable attorneys' fees, arising from a third party claim against Tradewin to the extent that such third party claim is based on a breach, or otherwise in connection with execution, performance or enforcement of this Agreement by Customer or the negligent acts or omissions of the Customer, its officers, employees, and agents.
7. **Indemnification by Tradewin.** Tradewin shall indemnify Customer for any claims, losses, damages and expenses that arise from the (i) death or injury to persons or (ii) property damage to third parties that are a result of the negligent acts of Tradewin when performing its obligations under this Agreement.

8. **Limitation of Liability.** In no event shall either party be liable for any consequential, indirect, special, multiple or punitive damages (including loss of profits). Tradewin's aggregate liability in connection with this agreement shall be limited to the amount paid by customer in the last three (3) month period for the particular project in which the damages arose. No suit to recover for any claim or demand hereunder shall in any event be maintained against Tradewin unless a written statement and proof of claim is presented to Tradewin within sixty (60) days from the date of discovery of the claim and any suit to recover for any claim must be instituted within twelve (12) months after completion of the services. Tradewin is not liable for the consequences of any action taken, or fines or penalties assessed, by any governmental agency against customer.
9. **Governing Law.** This Agreement is governed by and construed in all respects in accordance with the laws of India, without regard to conflicts of laws principles. The parties agree that all disputes arising as a result of or in connection with this Agreement will be brought in the courts of India.
10. **General.** This Agreement can be modified or amended only by written agreement signed by the parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, the provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions will remain in full force and effect. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement is not a waiver of any further right under this Agreement. This Agreement and the attached proposal contain the complete agreement between the parties concerning the subject matter and supersede all prior communications between the parties relating to the Services.