

Tradewin China
Terms and Conditions of Service

Tradewin China Terms and Conditions	Tradewin 中国 条款和细则
<p>1. Services Provided. Tradewin China, a division of Beijing Kang Jie Kong International Cargo Agent Co., Ltd. ("Tradewin"), will provide global logistic 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.</p>	<p>1. 所提供的服务。 Tradewin 中国, 是北京康捷空国际货运代理有限公司("Tradewin")的部门之一, 将会根据这些条款和细则 ("协议") 为客户提供所附提案中所述的全球物流咨询服务 ("服务")。 Tradewin 可以自行决定聘请其他方 ("分包商") 提供部分或全部服务。 Tradewin 将会合理谨慎地选择分包商。</p>
<p>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 that 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.</p>	<p>2. 客户义务。 客户将及时向 Tradewin 提供服务所需或有用的所有信息和文件, 并且客户保证此类信息和文件的准确性和完整性。客户有责任了解和遵守所有适用的法律、政府规定、及其解释, 这些内容可能会不时进行更新。除非有相反的明确书面协议, 否则: (a) 客户全权负责遵守最新及对其适用的法律、规定以及其解释, 并且 (b) 客户全权负责向任何适用的政府当局提供所要求的担保。除了 Tradewin 中专门负责回收项目的部门, Tradewin 不会出售或以其他方式向客户提供通关担保。客户知晓由于法律条款的变更, Tradewin 所提供的服务在没有更新的情况下, 可能不适合客户在未来继续使用。除非 Tradewin 和客户签有明确的书面协议, 否则 Tradewin 无义务不断更新服务。</p>
<p>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.</p>	<p>3. 付款。 除非在所附的提案中另有阐述, 否则 Tradewin 将会每月向客户开具服务费用的发票, 且应在发票开具后 30 日之内付款。任何逾期金额每月都须支付 1.5% 的利息, 而客户须负责支付合理的律师费用或关于向客户征收任何逾期金额的其他合理费用。</p>
<p>4. Confidentiality. "Confidential Information" includes all written information furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, and 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</p>	<p>4. 机密性。 "机密信息"包括由一方向另一方直接或间接提供或供应的所有书面信息, 这些信息被标为机密的、受限的、专有的或附有类似的标志, 或者就其本质而言即被视作机密的信息。各方同意在本协议下所提供的任何机密信息都必须被严加保密。每方都同意以保护其自身机密信息的方式保护其他各方的机密信息, 但是在任何情况下都不能低于合理的谨慎标准。如果任何一方知悉对任何机密信息有任何切实或可能的未经授权的使用或披露, 那么该方必须尽快告知另一方。</p>

<p>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.</p>	
<p>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.</p>	<p>5. 专利权。在提供服务的过程中, Tradewin 可能会使用其专利技术、项目、流程、报表以及其他材料("专利品")。Tradewin 保留专利品的所有知识产权, 包括任何专利、著作权、商业秘密、商标、商品名称、或其他知识产权, 并且在本协议下不会授予客户任何许可或其他权利。客户不得复制、出版、修改、反汇编、反编译、进行逆向工程、或制造其衍生品。</p>
<p>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.</p>	<p>6. 客户所付赔偿。尽管本协议有其他任何条款, 由于客户参与 Tradewin 所无法掌控的活动, 客户将会在全额赔款的基础上, 保护和捍卫 Tradewin、其附属公司、员工及代理商, 免受任何索赔、要求、行动、损失、损害赔偿和费用支出, 包括由第三方向 Tradewin 进行索赔所产生的关税、税收及合理的律师费用, 条件是此类索赔是因客户违反协议、或与协议的执行、实行或实施相关, 或者因客户、其官员、员工、及代理商有过失行为或疏漏而产生。</p>
<p>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.</p>	<p>7. Tradewin 所付赔偿。Tradewin 应赔偿客户由 (i) 人身伤亡或 (ii) 由于 Tradewin 在本协议下履行义务时的过失行为所导致的第三方财产损失而产生的任何索赔、损失、损害赔偿和费用支出。</p>
<p>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 two (2) years 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.</p>	<p>8. 责任范围。无论在任何情况下, 任何一方均无须对任何随之发生的、间接的、特殊的、多重的或惩罚性的赔偿承担责任(包括利润损失)。TRADEWIN 对于本协议的责任总额应仅限于客户在最后三(3)个月期间内对发生损害赔偿的具体项目所支付的金额。在任何情况下, 都不得就在此之下的任何索赔或要求对 TRADEWIN 提出诉讼赔偿要求, 除非书面声明及索赔证据在索赔发现之日起六十(60)日之内被呈交至 TRADEWIN, 并且任何索赔诉讼都必须在服务完成后两(2)年内提出。TRADEWIN 不为任何政府机关对客户所采取的任何行动、或处以的罚款或处罚后果负责。</p>
<p>9. Privacy and Data Protection. Customer represents and warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual</p>	<p>9. 隐私和数据保护。客户声明并保证, 客户向 Tradewin 提供以便 Tradewin 执行服务的客户个别联系人和其客户的个人身份信息, 符合所有适用</p>

<p>contacts of Customer and clients of Customer that Customer provides to Tradewin to allow Tradewin to perform Services. Customer acts as a “data controller” with respect to Customer Data, or an equivalent term under applicable law. Customer further represents that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to Tradewin. In providing Services to Customer, Tradewin may process Customer Data and thus act as a “data processor” with respect to such data, or an equivalent term under applicable law and will process Customer Data in accordance with instructions from Customer. Tradewin may use Customer Data as part of its Customer account opening and general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery). For purposes herein, the information may be transferred to or accessible from Tradewin’s offices around the world.</p>	<p>的隐私和数据保护法律。对于客户数据，客户充当“数据控制者”或适用法律下的等效术语。客户进一步声明其已就客户数据的披露和转移至 Tradewin，从所有数据对象获得适当的同意。通过向客户提供服务，Tradewin 可以处理客户数据，从而对于该类数据充当“数据处理者”或适用法律下的等效术语，并将根据客户的指示处理客户数据。Tradewin 可以在客户开户以及一般行政程序中使用客户数据，（例如履行合规政策、财务检查、开具发票、或债务追偿等）。对于本文目的，该信息可能被转移到、或从世界各地的 Tradewin 办公室进行访问。</p>
<p>10. Governing Law. This Agreement is governed by and construed in all respects in accordance with the laws of the People’s Republic of China, 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 to Shanghai International Economic and Trade Arbitration Commission/ Shanghai International Arbitration Center for arbitration.</p>	<p>10. 准据法。本协议及其各方面解释都遵照符合中华人民共和国的法律条款，并不援用其法律冲突原则。各方同意由本协议引起或与本协议有关的所有纠纷都将会被提交至上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。</p>
<p>11. 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.</p>	<p>11. 总则。本协议只能经各方签署的书面协议进行修改或修订。如果在合同期间有效的现行或未来法律下，本协议中的任何条款被认为是非法的、无效的或不能执行的，那么该条款将是完全可分割的，并且在解释并执行本协议时将会视此类非法、无效或不能执行的条款从未构成本协议的一部分，而剩余的其他条款仍完全有效。任何一方放弃或无法行使本协议中规定的任何方面的权利，并不代表其放弃了本协议下的任何未来权利。本协议及所附的提案包含各方之间就主题所签署的完整协议，并且其可取代与服务有关的各方之间之前所有的通讯。</p>
<p>12. Affiliates. Customer Affiliates as defined and listed in the Exhibit A may request Services under this Agreement. Customer and any other Customer Affiliate shall be jointly and severally liable with respect to any failure by such Affiliate to perform its obligations arising under this Agreement with respect to such Services, including all present or future amounts due Tradewin for any reason, with all suretyship defenses waived</p>	<p>12. 关联方。附件 A 中定义和列出的客户关联方可以根据本协议请求服务。对于该关联方未能履行其就该等服务而因本协议产生的义务的，客户及任何其他客户关联方应承担连带责任，包括当前或未来因任何原因应向 Tradewin 支付的所有金额，并放弃所有保证责任抗辩。</p>