

- (d) The Transportation Services shall be provided subject to the terms and conditions. RPX shall not be bounded by any agreement purporting to vary the condition, unless agreed in writing by an authorized officer of RPX

3. LOGISTICS & WAREHOUSING SERVICES – Yes [] No [X]

In the event that a Logistics Attachment is attached to this Agreement (as indicated in the box above), the provision of Logistics Services and related warehousing and Value Added Services by RPX to Customer shall be governed by the Provisions of this Agreement and such Logistics Attachment.

4. CUSTOMER ACCESS SYSTEM – Yes [] No [X]

RPX will provide Customer with RPX proprietary software to communicate with RPX, issue air waybills and track and trace Shipments transported under this Agreement (the "System"). All electronic communications between RPX and Customer, relevant customer access software, and the use, provision, servicing and cost of the system are subject to the provisions of this Agreement and the attached Access Attachment, if any (as indicated in the box). For the avoidance of doubt, the Access Attachment may be terminated separately without terminating this Agreement.

5. PRICES AND TERMS OF PAYMENT

- (a) The prices for the Transport Services are listed in the contract rate and exclude applicable taxes, customs duties, fuel / emergency surcharges and other governmental impositions. The prices for Logistics Services shall be set forth in a Logistics Attachment. Prices for other services not specified herein or therein shall be agreed in a separate attachment to this Agreement.
- (b) RPX may, at any time during the term of this Agreement, adjust its prices for the Transport Services providing that no less than 14 days prior written notice has been given to the Customer.
- (c) The prices are valid for services during Normal Business Hours. For services outside Normal Business Hours or during the weekends and public holidays or to locations outside the locations specified, a surcharge may be levied.
- (d) RPX reserves the right to make emergency surcharges to recover costs associated with temporary or industry-wide situations which could not be reasonably anticipated at the commencement of this Agreement including but not limited to surcharges recommended by IATA or fuel price increase arising out of wars or embargoes. Customer will receive at least 7 days advanced written notice of any emergency surcharge. In the event that Customer does not accept these surcharges, RPX reserves the right to terminate the "Transportation Services" thereby affected. All such surcharges will apply in addition to negotiated rates and will be separately identified.
- (e) The charges for the Prepaid Express Service will be invoiced **monthly** by RPX while the Import Express Service will be invoiced **monthly**. All charges for Services will be billed in Hong Kong Dollar to Customer at its address indicated above or to such other entity or Customer location as may be agreed in writing by the parties from time to time. Payment terms are 30 days from the date of invoice.
- (f) Any sum due by virtue of this Agreement and remaining unpaid at the due date of the invoice relating thereto will bear interest without further notice at the rate of 2 percent per month, calculated daily from the due date of the invoice. Customer agrees to reimburse to RPX all reasonable costs (such as external collection agency, legal fees and other related expenses) incurred by RPX in connection with recovering amounts owing from Customer.
- (g) Customer will be responsible for all Shipment charges and destination duties relating to any Shipment carried under Customer's account numbers (as supplemented from time to time by notice from RPX). If requested by Customer, the parties shall agree from time to time which accounts shall be billable to which internal divisions of Customer for administrative reasons, provided, however, that any person who will use Customer account numbers is deemed to enter into a transport contract with RPX, as agent for on and behalf of Customer. If Customer asks RPX, to open an account in the name of an affiliate of Customer, and to invoice such affiliate directly, Customer shall remain responsible for any amounts invoiced to such affiliate in the event the affiliate fails to pay. All Services provided to persons using the Customer's account numbers will be provided under the provisions of this Agreement (for the purposes hereof, Customer shall be deemed to be the Shipper in respect of any shipments).
- (h) Shipments will be charged at the higher of actual or volumetric weight, rounded up to the next half kilogram unless stated otherwise, as further provided in the contract rate.
- (i) RPX reserves the right to impose exchange rate surcharge to recover costs associated with exchange rate fluctuation if the monthly exchange rate used by RPX Network fluctuates by more than 10% against the US Dollar from the exchange rate effective on the date of agreement or from the most recent exchange rate adjustment to Customer, then RPX will at least provide 7 day advance written notice to customer about the exchange rate surcharge percentage of its total billed amount. This exchange rate surcharge percentage will be applicable to all invoices issued thereafter until further notice.

6. CREDIT LIMIT

- (a) A credit limit of HK\$10,000.00/- has been allocated to Customer. RPX reserves the right to increase or reduce the credit limit with 7 days notice.
- (b) In the event that above credit limit or any modified credit limit notified to Customer as provided above is exceeded, Customer shall, upon notice, make payment of the amount over and above such credit limit within 3 working days of such notice. Failure to make payment will result in Customer's account being suspended, at which time all outstanding amounts will become immediately due and payable.
- (c) RPX reserves the right not to accept orders or shipments from the Customer when the above credit limit is exceeded.

7. DOCUMENTATION RESPONSIBILITIES

Customer authorizes RPX to complete, on Customer's behalf and as its agent, all air waybills and documentation arising from or in connection with the Services provided under this Agreement and required by laws, regulations or local authorities. Customer shall be responsible for the accuracy and completeness of all information provided to RPX. Notwithstanding the above, Customer shall be responsible for obtaining all required export licenses and other governmental approvals prior to exporting its Goods.



8. LIABILITY

- (a) Customer acknowledges that RPX does not have a special knowledge of Customer's Goods, or products and that RPX can in no event be held liable for any defects, technical failure or malfunction of Customer's product, howsoever caused.
- (b) WITHOUT PREJUDICE TO OTHER PROVISIONS OF THIS AGREEMENT, RPX SHALL ONLY BE LIABLE IN RESPECT OF THE DIRECT PHYSICAL LOSS OF THE GOODS. RPX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL AND/OR INDIRECT LOSS, WHETHER RELATED TO GOODS OR ANCILLARY SERVICES OFFERED OR PERFORMED BY RPX, EVEN IF SUCH LOSS IS FORESEEABLE OR IF RPX HAS BEEN ADVISED OR COULD OR SHOULD HAVE KNOWN THEREOF.
- (c) THE TRANSPORTATION SERVICES RENDERED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO RPX'S STANDARD TRADING CONDITIONS AND THE FOLLOWING CLAUSES:
 - i. For international transport by air (including ancillary road transport or stops en route): RPX is entitled to avail itself of the exclusions and limitations of liability provided by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on October 12, 1929, as amended at The Hague on September 28, 1955, and supplemented by the Guadalajara Convention on September 18, 1961 ("Warsaw Convention") and other applicable supplemental protocols or conventions thereto in accordance with RPX's HAWB Terms and Conditions.
 - ii. For international transportation by both road and air: RPX's liability as carrier shall be subject to its HAWB terms and conditions.
 - iii. For transport within a country's border by air or by road: RPX's liability as carrier shall be subject to its HAWB terms and conditions.

9. INSPECTION

Customer hereby acknowledges and agrees that RPX or any governmental authority including the Customs Authorities will be entitled to open and inspect the parcels entrusted to it at any time, without the exercising of such right in any way calling to question the fact that the sender shall remain the sole party responsible for the truth of his declarations.

10. INDEMNIFICATION

Customer shall indemnify and hold RPX harmless against all claims, expenses, damages or other liabilities (including but not limited to reasonable attorney's fees) arising out of or relating to:

- (a) the failure of obtaining the required export licenses and approvals,
- (b) the information or the lack of information provided by Customer and the exercise of the authority granted to RPX hereunder in connection with the transportation, handling and customs clearance of shipments,
- (c) the default by Customer to insure the shipment or any claim arising by through any subrogation rights of Customer's insurers,
- (d) loss, damage or injury caused to RPX or any third parties personnel, equipment or premises as a result of the unusual or hazardous nature of any goods, or the failure of Customer to comply with the Regulated Agent Regime requirements as set forth in the "Terms and Conditions" hereto, and
- (e) any penalties, fines or other administrative charges or sanctions imposed on RPX by reason of Customer's failure to completely and accurately comply with all IATA and other applicable regulations governing the transportation of dangerous goods.

11. FISCAL AND TAX OBLIGATIONS

- (a) Customer shall provide to RPX customs commodity codes, full product descriptions and values of all Goods to enable preparation of customs paperwork, as requested from time to time by the local customs or other authorities, to facilitate transportation and delivery of the Goods.
- (b) Customer agrees to pay and indemnify and hold RPX harmless from and against all duties, taxes, VAT, GST and other levies, together with penalties, fines or interest thereon, imposed by any taxing authority with respect to the storage, transportation and customs declaration of the Goods.

12. DURATION AND TERMINATION

- (a) This Agreement shall be effective for 1 year from the contract date (the "Term"). This Agreement shall be automatically renewed for a further 12-month period (or such period as the parties may agree) (the "Renewal Term") upon the expiry of the Term or the Renewal Term, unless a party shall serve to the other a notice of termination no less than 30 days prior to the expiry of the Term or the Renewal Term (as the case may be). The terms of this Agreement shall continue to apply in the Renewal Term unless mutually agreed between the parties.
- (b) During the Term or Renewal Term of this Agreement, either party may terminate the Agreement:-
 - i. upon prior written notice of not less than 30 days; or
 - ii. immediately, upon the insolvency or bankruptcy of the other party or upon the other party entering into any arrangement with its creditors or having a receiver or trustee appointed over any of its assets.

13. FORCE MAJEURE

Neither party shall be liable to the other party for damages or otherwise for any failure to perform or delay in performing any of its duties or obligations when and if such failure is not due to any fault of the party and is due to a cause beyond such party's reasonable control including, but not limited to, flood, act of God, default of the other party or its agents or its employees, strike or other labor disturbances, riot, war and any other military action. Should any such event occur, the affected party shall notify



the other as soon as practicable and shall use reasonable endeavors to resume prompt performance as soon as such event shall have ceased, and the time for any such party's performance shall be extended for a period equal to the time lost by reason of the delay.

14. CONFIDENTIALITY

Each party acknowledges that in connection with the formation and performance of this Agreement, it may be exposed to certain non-public confidential information, the disclosure of which to third parties would be damaging. Such confidential information includes, but is not limited to Customer's and RPX's: rates, charges, business plans, financial information and data, sales data, technical data, and documents marked "Confidential" and/or "Proprietary." Both parties agree

- (a) not to use this confidential information, except in the performance of this Agreement,
- (b) not to disclose this confidential information to any other party, and
- (c) to treat this confidential information with the same degree of care with which it treats its own confidential information of like importance. The foregoing prohibition on disclosure and use will not apply to
 - i. information which a party can prove was previously known to it,
 - ii. information lawfully received from a third party without an obligation of confidentiality,
 - iii. information which becomes known to the public,
 - iv. information which is independently developed by a party,
 - v. the disclosure that the parties have entered into an agreement for services, and
 - vi. Information required by law to be disclosed, provided, however, that the other party will be given written notice of such required disclosure.

15. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of This Agreement or with respect to the performance by either party of its duties hereunder, each of the parties shall appoint a designated representative to meet within thirty (30) days of notification of a dispute for the purpose of endeavoring to resolve such dispute. If the dispute is not resolved within such thirty (30) day period, then a senior official from each party will meet and attempt to resolve the dispute in good faith within sixty (60) days of the dispute notification. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the appointed senior officials notifies the other in writing that such party has concluded that after conducting informal good faith negotiations an amicable resolution of a dispute does not appear likely. In the event that any dispute, controversy or claim arising out of or relating to this Agreement or breach thereof cannot be resolved by good faith, informal negotiations between the parties, either party shall be entitled to seek all available remedies, including legal remedies.

16. APPLICABLE LAW AND VENUE

Any dispute arising in connection with this Agreement and the Services or otherwise connected with this Agreement, shall be governed and construed in accordance with the laws of Hong Kong SAR and the courts of the Hong Kong SAR shall have exclusive jurisdiction.

17. CLAIMS & NOTICE

Claims of Customer for loss or damage must be presented in writing to RPX at the address specified at the top of this Agreement (or such other address as RPX shall have notified to Customer), within a reasonable time, no later than either fourteen (14) days after delivery of the Goods by RPX or fourteen (14) days after the date of the event giving rise to the claim, whichever is the earlier. Any notice required to be given hereunder shall be sent to the address set forth under the execution clauses, which may be changed by either party upon written notification to the other party at least one (1) month in advance. Notice shall be delivered personally, by express courier, or by certified mail, return receipt requested. Notice shall be effective upon receipt.

18. RELATIONSHIP OF THE PARTIES

This Agreement shall not be deemed to create any kind of partnership, joint venture or agency between the parties. RPX is an independent contractor and Customer shall not in any manner supervise, direct or control RPX's performance under this Agreement. RPX shall not in any manner supervise, direct or control Customer's employees. No person employed by either party to this Agreement shall be held or construed to be an employee of the other party for any purpose. Nothing in this Agreement shall be construed as giving either party control over the managerial practices, financial administration or personnel practices, policies or procedures of the other party.

19. ENTIRE AGREEMENT; SEVERABILITY

This Agreement and its exhibits and Attachments constitute the entire Agreement of the parties with respect to the subject matter hereof and supersedes any other prior verbal or written agreement. The provisions of this Agreement prevail over the provisions of any Exhibit or Attachment. This Agreement cannot be amended or modified except by a written instrument signed by duly authorized officers of RPX and Customer. If any provision of this Agreement is held invalid by a court of competent jurisdiction, it is hereby agreed that all valid provisions that are severable from the invalid provision(s) shall remain in full force and effect.

20. WAIVER

The waiver or failure of either party hereto to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives. With signature signed on "RPX Account Registration Form", this confirms the "Customer" acknowledging and acceptance of "THIS AGREEMENT".

