

## TRADE CONSULTING/MANAGEMENT SERVICES TERMS AND CONDITIONS

All trade consulting and management services ("Services") are provided pursuant to the following Terms and Conditions:

**1. Definitions.** (a) "UPS TAS" shall mean UPS Trade Advisory Services, Inc., its subsidiaries, successors or assigns, related companies, subcontractors and/or representatives. (b) "Client" shall mean the person for which UPS TAS renders Services, as well as its agents and/or representatives. It is the responsibility of Client to provide notice and copy(s) of these Terms and Conditions to all such agents or representatives.

**2. Client Responsibilities.** Client represents its existing and continuing compliance with all applicable laws and that it has any licenses and permits necessary for the activities covered by these Terms and Conditions. UPS TAS will rely on the correctness and completeness of all documentation and information furnished by Client. Client has an affirmative non-delegable duty to disclose all information required for the performance of Services and shall use reasonable care, or a higher standard of care as required by law, to insure the correctness and completeness of such information. Client has sole responsibility for determining the usability of any information or data contained in the Services. Client further agrees to indemnify, defend, and hold harmless UPS TAS from and against any and all liabilities, losses, costs, and expenses (including attorneys' fees) ("Losses") arising out of or relating to any claims against UPS TAS related to UPS TAS's performance of Services.

**3. Compensation.** Client agrees to pay UPS TAS all fees, charges and expenses ("Fees") set forth in any price quote or other written document or, in their absence, pursuant to UPS TAS standard pricing within fifteen (15) days from date of the invoice with no offset right. Past due charges shall be subject to an additional charge at the rate of 1.5% per month or the highest rate of interest permitted by applicable law. Client agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees.

**4. Intellectual Property and Confidentiality.** Client and UPS each have certain intellectual property rights that may be revealed or provided to the other and each acknowledge no right or title of ownership in the intellectual property rights of the other unless specifically provided in writing. Confidential Information includes any information relating to the identity of a party's customers, customer relationships, business, rates charged or any other information, the disclosure of which to third parties would be damaging ("Confidential Information"). The parties agree not to make use of Confidential Information other than for the performance of Services. Confidential Information shall not include any information: (a) that was, is, or becomes public information through no fault of the other party; (b) that is in the possession of the other party before the applicability of these Terms and Conditions where that party can provide written proof thereof; (c) information that is developed by UPS TAS independently of the Client; (d) information that must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the other party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. Confidentiality obligations shall continue for a period of three (3) years from date of disclosure or for so long as required under applicable law. Client hereby authorizes and appoints UPS TAS (including its successors or assigns) to share records referenced in 19 C.F.R., Parts 111 and 163, including any documents, data or information pertaining to the business of Client, with its parent, any or all of its affiliates, or any UPS TAS Providers that perform services.

**5. Disclaimers and Limitation of Liability.** Services are provided by UPS TAS as an independent contractor. UPS TAS may subcontract all or certain components of the Services to third parties. Client acknowledges that UPS TAS is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Client is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to Services. Client agrees that UPS TAS has not and does not make any warranties or representations whatsoever, express or implied, with respect to any Services performed hereunder. UPS TAS expressly disclaims all other warranties, including without limitation, those of accuracy, condition, merchantability, and fitness for a particular purpose. The parties expressly agree that UPS TAS's liability for financial loss other than loss or damage to goods shall in all events be limited to the amount paid by Client to UPS TAS for the specific transaction(s) relating to the act(s) or omission(s) that directly caused the claimed loss, never to exceed in the aggregate the total amount paid by Client for such transactions during the three (3) month period preceding the date of the first claimed act or omission. This liability limitation shall be net of any rebates or rewards and shall exclude amounts paid for duties, fees and taxes. The liability of UPS TAS for loss or damage to products, whether in the course of being warehoused, cross-docked, handled in a warehouse or Foreign Trade Zone or otherwise, shall in no event exceed the lesser of Client's actual damages or USD 0.50 (fifty cents) per pound of the portion of the goods lost or damaged unless a greater value for liability purposes is declared and accepted in writing. In no event shall UPS TAS be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages, regardless of legal theory pled, nor shall UPS TAS be liable for claims for duties, taxes, or fees or for any Losses arising from delay of services. The liability of UPS TAS shall comprise the aggregate liability of UPS TAS, its affiliates and subcontractors, each of whom shall be entitled to the benefit of the liability limitations of UPS TAS under this section.

**6. Non-Solicitation.** Client and UPS TAS agree that any employee of UPS TAS ("Personnel") was introduced to Client by UPS TAS for the performance of Services. The parties also agree that UPS TAS has made an investment in such Personnel which is not easily measured or ascertained. Should Client (or any of its subsidiaries or divisions) hire such Personnel, UPS TAS shall be damaged in an amount that cannot be easily measured. Therefore, Client agrees to pay to UPS TAS as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Client hires such Personnel at any time during the applicability of these Terms and Conditions or within three (3) years after the termination of Services.

**7. Severability.** In the event any portion of these Terms and Conditions is found to be invalid and/or unenforceable the remainder of these Terms and Conditions shall remain in full force and effect.

**8. Governing Law and Claims Limitation.** These Terms and Conditions shall be construed according to the laws of the State of Georgia, without giving consideration to principals of conflict of law. Client and UPS TAS (a) irrevocably consent to the jurisdiction of the United States District Court for the Northern District of Georgia and the State courts of Georgia; (b) agree that any action relating to Services shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction. Any liability of UPS TAS for the Services shall be subject to the condition precedent of UPS TAS receiving written notice of claim within ninety (90) days of the event giving rise to the claim and legal action being commenced within one year of the event giving rise to the claim.

**9. No Modification or Amendment Unless Written.** These Terms and Conditions may be unilaterally updated and/or revised by UPS TAS from time-to-time but may otherwise only be modified, altered or amended in writing signed by both UPS TAS and Client; any attempt by Client to unilaterally modify, alter or amend these Terms and Conditions shall be null and void. [