

LOGISTICS SERVICES AGREEMENT ENTERED INTO BY AND BETWEEN [\*], HEREBY REPRESENTED BY MR. [\*] (HEREINAFTER REFERRED TO AS THE "CUSTOMER") AND KUEHNE & NAGEL, S.A. DE C.V. REPRESENTED HEREIN BY RETO MALFATTI AND VICTOR MANUEL RODEA ORTIZ, (HEREINAFTER REFERRED TO AS "K+N"), PURSUANT TO THE FOLLOWING DEFINITIONS, RECITALS AND CLAUSES:

## CHAPTER I

### DEFINITIONS

For a better understanding of this Agreement the following terms and/or definitions will have the meaning appointed in this chapter, except for those terms defined with a different meaning throughout the Agreement:

- **Affiliate or Related Part:** Means any Person, that controls, is controlled by, or is under the common Control of any stockholder of the Depositor or Depository.
- **Services:** The logistic services related to the storage, management, shipping, reception, transportation, distribution, discharge and any other logistic services that K+N is obliged to deliver to the Customer with respect to the Products in the terms of the present Agreement, as set for in **Exhibit 1**.
- **Governmental Authority:** Means any federal, state, local or municipal entity or agency, any governmental regulatory organization or administrative authority whether centralized, decentralized and any other governmental agency having jurisdiction over any entity with similar functions.
- **Distribution Center:** Means the facility operated by K+N or by any third party, in which the Services in connection to the Products are received, stored, managed, and shipped, as set for in Exhibit 1.
- **Customer:** [\*]
- **Agreement:** The logistic services agreement executed herein.
- **Control:** Means the direct or indirect possession of more than 50% (fifty percent) of the shares, the equity interest, or any other document or receipt representing the fixed capital with right to vote of any Person, or the power to run or control the administration or politics of a Person, due to the shares, equity interest, through the board of directors or management, an Agreement or any other reason.
- **Moratory Interest:** Means the interest accrued as of the following day of the date when the obligation should have been satisfied, calculated at a rate equivalent to 1.5 (one point five) times the rate of the 28 (twenty-eight) day Interbanking Interest Rate ("TIIE"), as published by the Banco de México in the Official Gazette, for a month or fraction of a month delay, over the unpaid balance until its total payment, when the consideration is agreed in the legal currency of Mexico.
- In the event consideration is agreed in dollars, legal currency of the United States of America, it shall mean the interest accrued as of the following day of the date when the obligation should have been satisfied, calculated at the greater rate (the "Interest Rate") equivalent to (i) multiplying the Primer Rate, set by Citibank N.A., New York by 2 (two), or (ii) adding 5 (five) pertaining to percentage points to the Prime Rate set by Citibank N.A., New York.

- **K+N:** Kuehne & Nagel, S.A. de C.V.
- **México:** United Mexican States.
- **Parts:** The customer and K+N, when referred collectively.
- **Person:** Means any person, whether an individual or a legal entity, corporation, general partnership, stock partnership in commendam, limited liability partnership, stock corporation, joint venture agreement, civil partnership, association, company, trust, irregular business entity, or any type of organization or entity, whether it is incorporated as a legal entity or not.
- **Products:** Means all of the goods, merchandise, articles, effects, products, genders, objects, pieces, raw material, package material, and/or any promotional material acquired, developed, manufactured or commercialized by the Customer that has a direct interference with the purpose of this Agreement, as set forth in **Exhibit 2**.
- **Products Receipt:** A statement evidencing the request for the respective Services and Products, of this Agreement, in the standard form as set forth in **Exhibit 3**. The Receipt of the Products will be considered as a bill of lading.
- **Legal Requirements:** All future and present statute, act, code, requirements, orders, instructions, regulations, norms of any kind, whether they are established in a law, jurisprudence or customary law, including without any limitation all binding environmental laws emitted b y the Governmental Authorities, that rule this Agreement.

## CHAPTER II

### RECITALS

#### I. Customer hereby represents:

- a) That it is a company duly organized and legally incorporated pursuant to the laws Mexico, as evidenced in public deed number [\*], dated [\*], [\*], granted before Mr. [\*], Notary Public number [\*] for [\*], [\*], duly recorded at the Public Registry of Commerce of [\*], [\*], under commercial file **number/book/entry** [\*] on [\*], [\*]. Copy of said public deed is enclosed herewith and marked as **Exhibit 4**.
- b) That is duly registered before the Ministry of Treasury and Public Finance of Mexico under the Taxpayer Identification Number [\*], as evidenced in the copy of such document, enclosed herein as **Exhibit 5**.
- c) That its main activity is the preparation, manufacture and/or commercialization of \_\_\_\_\_ and that it has suffice and necessary elements as to comply with the obligations agreed herein.
- d) That the execution of this Agreement and performance of its obligations hereunder and thereunder (i) will not conflict with, or result in a breach of or default under, of the terms and conditions set for in its By-laws or its articles of incorporation, nor of any agreement, covenant, contract or instrument to which it is a party or by which its assets are bound, (ii) will not conflict with, or result in a breach of or default under any order, decree or judgment of any judicial or administrative court or any other agency (iii) has been duly authorized and has complied with all the necessary corporate requirements.

- e) That it wishes to enter into this Agreement with K+N on the terms and conditions set forth herein.
- f) That its representative has sufficient legal authority to enter into this Agreement on behalf of its principal, as evidenced in public deed number [\*], dated [\*], [\*], granted before Mr. [\*], Notary Public number [\*] for [\*], [\*], which first notarial copy is duly recorded before the Public Registry of Commerce of [\*], [\*], under commercial folio/book/entry number [\*], dated [\*], [\*], and that his authority has not been revoked, limited or modified in any manner whatsoever. Copy of said public deed is enclosed herewith and marked as **Exhibit 6**.

II. K+N hereby represents:

- a) That it is a company duly organized and legally incorporated pursuant to the laws Mexico, as evidenced in public deed number 209,491, dated August 14<sup>th</sup>, 2003, granted before Mr. Gonzalo M. Ortiz Blanco, Notary Public number 98 for Mexico City, Federal District, duly recorded at the Public Registry of Commerce of Mexico City, under commercial file number 315699 on March 2<sup>nd</sup>, 2004. Copy of said public deed is enclosed herewith and marked as **Exhibit 7**.
- b) That is duly registered before the Ministry of Treasury and Public Finance of Mexico under the Taxpayer Identification Number K&N030814796
- c) That provides directly or indirectly all kinds of logistic services related to transportation, distribution and/or storage of the goods, products, and merchandise in Mexico and in a foreign country, and that it has the suffice and necessary knowledge, experience, material, personnel and equipment as to comply with the obligations contained herein.
- d) That the execution of this Agreement and performance of its obligations hereunder and thereunder (i) will not conflict with, or result in a breach of or default under, of the terms and conditions set for in its By-laws or its articles of incorporation, nor of any agreement, covenant, contract or instrument to which it is a party or by which its assets are bound, (ii) will not conflict with, or result in a breach of or default under any order, decree or judgment of any judicial or administrative court or any other agency (iii) has been duly authorized and has complied with all the necessary corporate requirements.
- e) That it wishes to enter into this Agreement with K+N on the terms and conditions set forth herein.
- f) That its legal representatives Reto Malfatti and Victor Manuel Rodea Ortiz have sufficient legal authority to enter into this Agreement on behalf of its principal, as evidenced in public deed number 45,334 dated June 9<sup>th</sup>, 2006, granted before Mr. Rogelio Magaña Luna, Notary Public number 156 for Mexioco City, Federal District and public deed number 34,429, dated May 30<sup>th</sup>, 2005, granted before Eric Namur Campesino, Notary Public number 94 for Mexico City, Federal District, respectively, and that their authority has not been revoked, limited or modified in any manner whatsoever. Copy of said public deed is enclosed herewith and marked as **Exhibit 8**.

III. The Parties jointly hereby represents:

- a) That for the execution of this Agreement no error, deceit, bad faith or duress that could invalidate in whole or in part this Agreement has been present whatsoever.
- b) That they mutually acknowledge the authority and personality of the other Party.

- c) That they wish to enter this Agreement under the terms consigned hereto.
- d) That the execution of this Agreement is on the terms established in article 78 (seventy eight) of the Commerce Code, therefore each Party is obliged to comply with the obligations contained herein, in the terms that it appears it wished to.

Now, therefore, in consideration of the foregoing statements, the Parties hereto agree to the following:

### CHAPTER III

### C L A U S E S

**FIRST. Purpose.** Subject to the terms of the present Agreement, K+N is obliged to provide the Customer the Services and other logistic services as described in Exhibit 1 of this Agreement, in connection to the Products as described in Exhibit 3 of this Agreement. Customer agrees to pay for such services the tariffs described on **Exhibit 9** of the present Agreement.

**SECOND. Operational Assumptions.** K+N and the customer acknowledge that the provision of the Services is based on assumptions, estimates, forecast and projections of the Customer with respect to its business, its capacity to provide the Services to its business and the due to the compliance and performance of certain legal and operational responsibilities. Customer agrees that in order for K+N to properly provide the Services, it is necessary that the Customer supplies K+N the accurate and righteous information in connection with those implications of his business that affect the provision of the Services or may cause any impact on the Services, including changes in the business model of the customer, sales projection increase, delivery schedule, petition for information, as well as any other business that may cause an impact in the Services.

**THIRD. Products Characteristics.** The Products that shall be subject to the Services will be those described in Exhibit 2, of the present Agreement. K+N acknowledges that the Products require normal and moderate care appropriate to their nature. Customer shall notify in writing K+N the care, remedies and special precautions required by the Products. K+N will not be responsible for any loss, injury, harm or damage of the Products if Customer fails to notify K+N the care, remedies and special precautions of the Products. Customer will be held responsible for any damages and lost profits suffered by K+N or its shareholders, dependents, agents, representatives, functionaries, employees, workers or any third party derived from the fault, deceit, bad faith, negligence of the Customer due to the inaccurate, incomplete, inexact or false information provided to the K+N in connection to the Products.

In the event, Customer wishes K+N to provide the Services with respect to goods and merchandises different to the Products due to their different characteristics, care specifications, special management and maintaining specifications, Customer must notify in writing to K+N the characteristics and special care for such goods or merchandises so K+N can analyze the possibility of performing such Services in connection to such products. K+N is not obliged to perform the Services in connection to such products. K+N may increase the consideration to be paid by the Customer in the event of providing such Services.

Customer and his supplier will have the full property of the Products, such property will not be assigned in any circumstance or any way whatsoever to K+N. K+N will not assert any ownership rights on the Products and therefore shall not assess, lease, transfer or by any other title alienate them, except for the rights derived of a payment guaranty for the Services as established in the Agreement or in the terms of a written instruction provided by the Customer. All of the Products managed by K+N that are not property of the Customer, will be at the sole and exclusive risk of the Customer; K+N will not be held responsible for any damage, lost profits, or loss of such Products, and the Customer in this act indemnifies and holds free K+N from any harm and damage derived from any Customer's or third party lawsuits or claims in connection to the foregoing.

Customer shall deliver K+N the respective invoices that acknowledge the property of the Products or a responsive letter duly issued in connection to the property of such Products. K+N might refuse to perform the Services agreed herein, in the event Customer fails to provide such documentation. If K+N chooses to effectuate the Services without the respective documentation and any problem related to the absence of such documentation shall arise, as the confiscation of the Products, K+N must give immediate notice to the Customer of such circumstance so the Customer can undertake at his sole expense, all necessary process to solve the problems and free the Products, as the case may be.

Customer will have at all time the possession of the Products delivered by and for him. K+N will not be considered in any way as a merchant, retailer, reseller, distributor, marketing designer, trader, seller, consignee or courier in respect to the Products. K+N undertakes the Services with respect to the Products free from any pledge or lien of any kind of any third party. K+N will have a pledge on the Products, for any due and payable amount owed to K+N, until such considerations are paid in the terms and conditions contained herein. Parties agree the failure to issue the respective receipts by K+N must not be considered as the absence of performing the Services. The breach of K+N to fulfill such obligation is not subject to any penalty or responsibility of any kind.

The Parties acknowledge there is a possibility of natural loss of the Products during the performance of the Services, therefore the Customer waives any right to demand any kind of responsibility for this concept on the future.

**FOURTH. Additional Services.** The Customer might request K+N at any time, any additional, extraordinary or special services, different to the Services agreed herein, therefore the Parties must previously agree on the terms and conditions in which the additional services should be performed, including without any limitation the characteristic of such extraordinary services, the rights, the obligations, and the responsibility of each Party, as well as the place and time of the execution and the respective consideration, and the payment terms. K+N reserves the right to decline the performance of the additional services or to amend the consideration to undertake them.

**FIFTH. Receipt of the Products.** At the time when the Customer delivers the Products to K+N, K+N must issue and deliver to the Customer, and the Customer must receive the Products Receipt, that must comply with the Legal Requirements as well as a description of the Products and to be provided by K+N. The Customer agrees and acknowledges that the Products Receipt includes a description of the Products based on the information supplied to K+N. Customer will be held the responsible party for providing complete, right, and sufficient information. Products will be delivered to K+N in closed boxes with security seals posted by the Customer, therefore K+N will not undertake any revision during the performance of the Services of the Products enclosed in the boxes, Customer expressly and irrevocably agrees that K+N will not be held in any way responsible for the information and/or the content of the boxes. In this sense, the Parties agree that the security seal posted on the closed boxes guarantees the inviolability of such boxes.

**SIXTH. General Rules for the Performance of the Services.** In addition to the agreed by the parties on Exhibit 1 of this Agreement related to the Services, the Services to be performed by K+N must comply with the following:

- a) Customer must deliver to K+N all necessary documentations and receipt to undertake the Services in the terms agreed in this Agreement; K+N will not be held responsible for any situation occurred as a consequence of the Customer's failure to comply with such obligation;
- b) K+N must have the required equipment and machinery, to perform the Services in terms of the present Agreement, except for those Products and/or Additional Services that demand different, as well as special care and management;
- c) The equipment and machinery used for the Services must be in good conditions for its operation. The maintenance cost, as well as any expense for the acquisition and installation of any part, replacements, fuel and lubricant will be at the sole expense of K+N;
- d) The personnel used by K+N for the execution of the Services must be experienced and skill, as well as capable and duly qualified in connection to the nature of the Services to be performed accordingly to the principles generally accepted in the industry;
- e) K+N will not be held responsible for a breach in the fulfillment of the Services due to acts of God or force majeure. Nevertheless, Customer agrees to pay K+N an amount equivalent to the proportional part of Services performed before the acts of God or force majeure occurred. Parties agree K+N is entitled to realize extraordinary expenses to undertake the Services during a situation caused by and act of God or force majeure. Such extraordinary expenses shall be reimbursed by the Customer to K+N;
- f) K+N must obtain all permits, licenses, authorizations, and must observe, comply and satisfy such Legal Requirements applicable to the performance of the Services;
- g) The transportation, distribution, and storage of the Products, will be classified, by its nature as general transportation, distribution and storage and will not be consider as specialized transportation, distribution and storage of hazardous substances, residues, left over, voluminous objects or heavy objects, or any other substance or merchandise, that the Customer acknowledges that requires special permits from the Governmental Authorities;
- h) K+N will not be held responsible for the guilt or negligence of the Customer's employees or workers or by any defect on the Products; Nevertheless, K+N will be held responsible for any damage to the Products, assets or by any injury caused to a third party by a cause directly attributable and duly supported with evidence to K+N's workers, employees, subcontractors, when this situation is not derived from an act of God or force majeure.
- i) Any cost, expense or disbursement effected by K+N during the performance of the Services, as could be mentioned without limitation the un reception of the Products or the return of the Products, shall be paid by the Customer, or reimbursed to K+N.

**SEVENTH. K+N's Obligations.** K+N must comply with the following obligations:

- a) To undertake the rendering of the Services efficiently.
- b) Observe the Legal Requirements in effect related to the purpose of this Agreement.
- c) K+N must not withhold any Products, values, merchandise, documents, electronic files or any other kind, except for the Customer's failure to pay the respective consideration for the Services of this Agreement.
- d) K+N must adopt all security measures applied in the industry, in the understanding, that derived to the from the nature of the Services, it will not undertake or be responsible for the surveillance or custody services of the Products.
- e) In the event K+N hires a third party for the purpose of executing its obligations derived from this Agreement, K+N assumes expressly and directly all labor, civil, mercantile and administrative responsibility that could be deducted from the contractual relationships or by the applicable laws related to the personnel or by any third party hired by K+N. K+N holds the Customer free of harm and damage from any responsibility that could arise on such terms.
- f) Although K+N hires a third party to perform the services, K+N is the responsible party for all the obligations convey with the Customer in connection to the quality of the Services or the fulfillment of the Agreement, therefore its responsibility is not diminish or limited with respect to the Products, in the terms and conditions established herein.
- g) Notwithstanding any provision to the contrary contained in any other Clause and/or Exhibit hereof, the Customer hereby expressly accepts and acknowledges that the responsibility of K+N derived form the breach of its obligations hereunder for any cause, reason or circumstance, shall be subject to the following (i) K+N shall not be liable for the breach of its obligations resulting from causes not directly attributable to K+N, including act of God or Force Majeure, or any breach or default of the Customer; (ii) K+N will only be liable for damages to the Products directly caused by K+N or its employees due to its fault, deceit or negligence; (iii) for any cause, reason or circumstance K+N will not be held responsible of damages and losses derived from, without limitation, the following causes: contractual penalties, termination of agreements, cancellation of orders, loss of market and profit losses, among others, in such virtue, Customer accepts and acknowledges that it will not demand K+N any liability derived from lawsuits, trials, claims, damages or losses, penalties established by the Customer or any third party, derived from any covenant, agreement, convention, purchase and delivery orders, competitive bit whether public or private or by any other cause; (iv) K+N shall not be liable for any damage or breach of the transporters, or its employees, caused by deceit, fault, negligence or unskillfulness, when K+N observes the security norms and the characteristic of the Services agreed hereof and (v) in its case, the maximum liability amount in charge of K+N, for the transportation of the products, will not exceed the tariffs established in the in the international treaties DM, CRM, IATA Rules, Hague Rules, Fiata Rules, Convention of Warsaw and the Federal Law of Roads, Bridges and Transportation ("*Ley de Caminos, Puentes y Autotransporte Federal*") on the following terms:

**Fiata Rules:** The liability of the consignor since the recollection of the merchandise until the delivery of the same in the warehouse of the respective airline in the airport (which includes the transportation as well the possibility of intermediate storing in the installation of K+N) is of SDR 2.00 / kg (SDR = Special Drawing Rights – ca. USD 2.50 / kg) limited to a maximum of event of SDR 50,000.

**IATA Rules:** The Convention of Warsaw (1929), as well as the Convention of La Hague (1955) that governs over the planeload, limit the maximum responsibility of the consolidator of the load and/or the airline to 250.00 French Gold Francs for every kilogram, which corresponds approximately to 20.00 Dollars of the United States of America for each kilogram.

**Federal Law of Roads, Bridges and Transportation:** The responsibility of K+N will be limited to an amount of 15 days of the minimum wage in effect, in the Federal District for each ton, or its proportional part for shipments of a minor weight.

**EIGHTH. Customer's Obligations.**

- a) Pay K+N the tariffs set forth under this Agreement in the respective exhibit, within the established term.
- b) Notify in writing K+N of any irregularity in connection to the Service.
- c) Deliver to K+N the correct, accurate, and complete information related to the Products, quantity, characteristics and special precautions for its management, transportation, storing and other logistic services.
- d) Customer shall hold the sole and exclusive authority with respect to the elimination of any of the damage, obsolete, unsold or expired Products, and is entitled to withdrawal such Products from the Distribution Center observing the applicable Legal Requirements and paying the corresponding expenses. Customer shall be the responsible party to hire the services in connection to the transportation and elimination of the hazardous material, as well as the preparation of all necessary arrangements for such purpose. Customer shall obtain at the pertinent time on his behalf and to his own name the corresponding permits set forth by the Legal Requirements in connection to the elimination of such substances and Products. Customer shall perform the corresponding statements and deliver applicable documentation. K+N shall comply with the Customer's requirements (as long as they do not contradict the Agreement or the Legal Requirements) and shall deliver the material to the personnel hired by the Customer for its transportation. Customer shall comply with this obligations and shall perform all actions to eliminate the hazardous material of the Distribution Center.
- e) Hold free and harm, pay all legal expenses, including the legal fees of K+N and reimburse K+N from any amount paid derived from any contingency originated by a lawsuit, third party's claim over the property of the Products, its trademark and patents, the contents of the packages or closed boxes, the importation of the Products or its raw materials, as well as any other situation created during the sales and commercialization of the Products, including the consumption of the Products.

**NINTH. Consideration.** The consideration that K+N shall receive from the Customer for the provision of the Services shall be in accordance with the following:

- a) For the performance of the Services, the Customer agrees to pay the rates listed under Exhibit 9 hereof. Such rates will increase on January 1<sup>st</sup> of every year on the next basis (i) if the rates are listed in pesos, legal currency in the United Mexican States, they will increase an equivalent percentage of the increase of the National Index Consumer Price (*Indice Nacional de Precios al Consumidor "INPC"*) in connection to the inflation rate determined by the Bank of México or (ii) if the rates are expressed in dollars, legal currency in the United States of American, the rate adjustment will be determined using the inflation rate of such country and/or the National Index Consumer Price for all Urban Consumers, All Assets and All the Cities issued by the U.S. Department of Labor, Bureau of Labor Statics.



Nevertheless, Parties agree such rates will be revised in the case of the existence of facts, circumstances, or causes not farsighted by the Parties.

- b) The rates listed on Exhibit 9 do not include the Value Added Tax ("VAT"), therefore such tax must be applied to the applicable rate as established in corresponding Legal Requirements. K+N must transfer the VAT expressly and apart.
- c) The Services provided by K+N to the Customer will be invoiced the next business day following the performance of the Service, and the Customer must pay the consideration within a 30 (thirty) calendar day period from the date the respective invoice was issued. The invoice must observe all tax conditions established by the applicable Legal Requirements.
- d) Consideration for the Services must be paid by a deposit or wire transfer of same day fund on the following bank account:  
  
Kuehne & Nagel S.A. de C.V.  
Bank: HSBC  
Account: 4029395068  
Clabe Interbancaria:021180040293950680
- e) In case of delay in the payment of the consideration by the Customer to K+N, Moratory Interest shall be accrued against the Customer, for each month or fraction of a month, determined over the unpaid balance until its total payment.
- f) The failure of the Customer to pay the Services provided by K+N will entitle K+N to deny the Services without any liability for such concept. In the case K+N decides, at its sole discretion, to provide the Services to the Customer, such action shall not be interpreted as an acceptance of the Customer's breach or as a waiver of the rights derived hereof or from the applicable regulations, that entitle K+N to demand the payment of the unpaid considerations, including the Moratory Interest. Furthermore, K+N shall have all legal remedies to obtain the payment of the consideration owed by the Customer.
- g) The Parties agree and recognize that the rates established on Exhibit 9 of the Agreement refer only to the specific and limited Services as described therein. Customer may request additional, extraordinary or special services, different to the Services, agreed herein, and the Parties must previously agree in writing the terms and conditions that govern such services, including without limitation the characteristics of such extraordinary services, the rights, obligations and responsibilities of each Party, the place and time for its execution, as well as the corresponding consideration. In all cases, K+N reserves the right to refuse the performance of any and all additional services or to amend the consideration agreed herein, in order to realize such services.
- h) Customer must not refuse to pay the consideration if K+N delivers all the necessary documentation for its payment.
- i) If Customer requests K+N a new invoice for the Services due to a change of the date on the invoice, lost of the documentation or any situation strange to K+N, the issuance of the new invoice will have a cost of US\$75.00 (Seventy five 00/100 dollars, legal currency in the United States of America).
- j) Customer can not and will not withhold any payment of the consideration to K+N, except and precisely for the 2 (two) following events (i) failure to provide the Services and (ii) failure to deliver the respective invoices for the provision of the Services.

**TENTH. Invoicing.** All invoices issued by K+N must meet all tax requirements pursuant to the applicable laws at the time such invoices are issued, in order for the Customer to proceed to its payment. Likewise, in the event that the amounts set forth in the invoices do not correspond to the Services, the Parties shall meet to clarify and define the amount of the invoice for its payment; the foregoing, in the understanding that the meeting and the respective payment of the consideration to K+N shall not exceed a 5 (five) business day term of the ordinary term in which the Customer must pay the consideration as established herein.

Customer must not refuse to pay the consideration if K+N delivers all the necessary documentation for its payment pursuant to the terms and conditions agreed herein.

In the case the Customer does not pay the respective invoices in the consecutive order in which the Services were performed, it shall not be deemed that the payment of one invoice involves the payment of Services previously performed.

**ELEVENTH. Claims.** The Parties hereto hereby agree and acknowledge that any and all claims arising out of, in connection with or with respect to the damage, loss, destruction or ruin of the Products, shall be notified in writing to K+N, within the next 30 (thirty) calendar days following (i) the delivery of the Products by K+N to the Customer, the legitimate consignee or any third party previously appointed by the Customer, or (ii) the date on which K+N notified the Customer of the damage, loss, ruin or destruction, in all or in part of the Products, (iii) the date on which the customer was informed or aware of the cause that may result in such damage, loss, destruction or ruin of the Products; whichever term results shorter. Once said term has expired, the Parties hereto hereby agree the Customer shall not be entitled to make any claims arising out of, in connection with or with respect to the damage, loss, destruction or ruin of the Products. Customer shall provide K+N suffice, necessary and appropriate documentation and/or information to justify and support the nature of its claim and the alleged damages or losses.

**TWELVETH. Insurances.** Customer agrees to keep during the term of this Agreement, an insurance to protect the Products before, during and after the performance of the Services. The Customer's insurance shall have all risk coverage protection against any and all risks at every moment during the transit and storage of the Products. Customer in this act frees form any and all responsibility to K+N and its insurance company for any incident or misfortune occurred during the course of the merchandise from its origin point to its final destination, as well as for the storage of the Products. The Rates agreed by the parties does not consider such insurance; nevertheless and following the request of the Customer, K+N can provide its fees for the provision of such insurance services. K+N shall be held responsible for the acquisition of an insurance in the terms established herein, following a previous request from the Customer.

Likewise, the Customer must have at all time for its automobiles or any other transportation a civil liability insurance for any damage cause to a third party, so they can assume their liability for a damage caused to the vehicles within the installations of K+N, the real estate or any common area.

In the case of office personnel or operational workers, Customer must deliver in a letterhead paper a list with the personnel that will be working at the installations of K+N with a description of the names, commencing date, termination date, as well as the respective credentials of the company with photographs, the list and the documents mentioned hereof, must be issued by the authorized personnel for such purposes or by its representative. Notwithstanding the above, the Customer must have a civil liability insurance policy for any damage caused to a third party whether K+N or any other person caused in the installation and deliver the respective endorsement with the location of the warehouse of K+N.

**THIRTEENTH. Term.** Parties agree this Agreement shall be in force from the date of its execution by both parties for a minimum term of 1 (one) year (twelve consecutive months) (In the foregoing the "Minimum Mandatory Term") which is obligatory for both Parties. Once the Minimum Mandatory Term has terminated, this Agreement shall have an undetermined term and any of the Parties at its sole discretion, might terminate this Agreement at any time, with or without any cause, without any responsibility for such party without any previous judicial resolution, notifying within a 30 (thirty) day period in advance from the date of termination, as the case may be.

**FOURTEENTH. Termination.** This Agreement may be terminated in advance before the Minimum Mandatory Term has expired, for any of the following causes:

- a) By agreement between both Parties.
- b) In the event that due to an act of God or event of force majeure it is impossible for the Parties to comply with the purpose of this Agreement.

**FIFTEENTH. Breach of the Agreement.** Any breach of any of the obligations derived from this Agreement by any party shall entitle the other party to notify in writing the applicable breach to the defaulting Party in order to remedy or correct such breach within a term not to exceed 5 (five) business days from the date of notification thereof.

In the event that the defaulting party shall have not remedied the respective breach within the term provided above, the other party shall be entitled, in its discretion, to demand the mandatory performance of the Agreement or to rescind it by full right, upon written notice with immediate effect and without the need for a prior court resolution, and in any case, to claim the payment of damages and losses accrued by the breach of the applicable party.

**SIXTEENTH. Taxes.** All taxes, assessments and contributions generated by the execution of the Services shall be at the expense of the party which, according to the current tax provisions and the applicable laws, must cover them.

**SEVENTEENTH. No Exclusiveness.** Parties agree and acknowledge that this Agreement does not imply exclusiveness for any Part. Therefore the Customer may hire with any third party the Services and K+N can provide the Services to any other third party with absolute freedom, in connection with all types of products, merchandise, whether they are similar or related in any way whatsoever to the Services or the Products, agreed herein, including without limitation the merchandise or goods of the Customer's competitors.

**EIGHTEENTH. Confidentiality.** Each party hereby acknowledges that the other party has provided or shall provide confidential information. Both Parties hereby acknowledge that all the information and/or documentation they may access, disclosed to them and/or delivered by the other Party, whether or not related to this Agreement, at any time and even after the termination thereof, is of a confidential nature and represents a valuable asset and a commercial, industrial and trade secret for all purpose. Consequently, both Parties agree to preserve and keep such information as strictly confidential, and to limit the access to all information providing the same only to the persons who require to know the same for the performance of this Agreement, notifying them of the confidential nature of the such information and the treatment to be given to it. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation in connection to the business, organization, finance, operation, transactions or any matter of this operation or of any of the Parties or its customers, except such information is expressly labeled as "Public" or "Non Confidential".

The Parties agree to the following:

- a) To keep confidential and secret any Confidential Information received from the other party and, consequently, not to use such Information to their benefit or to the benefit of third parties, except for the performance of their obligations hereunder.
- b) Use all reasonable efforts to prevent other Persons from disclosing and delivering the Confidential Information to third parties who are not expressly authorized by the Parties.

Each party shall be liable to the party that provided the Confidential Information in the event of any breach of the obligation of confidentiality and must pay the damages and lost profits caused to the other party.

In case of breach of the provisions of this Clause, the sanctions established under the Industrial Property Law, in its articles 82 through 86 and article 213 of the Criminal Code for the Federal District and the correlative Articles of the criminal codes for all the states of Mexico or the applicable laws shall be applied. The non-defaulting party expressly reserves the right to file the corresponding legal and criminal proceedings, in addition to the demand for the payment of costs and expenses, and for any damages and losses that may be accrued.

In case of termination of this Agreement, either by completion of the Term, voluntarily or in the event of rescission, each party agrees to return to the other party the documentation, information, and/or material in connection to this Agreement that such party received, which must be done within a term not to exceed 15 (fifteen) calendar days of the actual date of termination of this Agreement. Upon termination of this Agreement, the Parties agree that they will not use any and/or all information, documentation, material of product in connection to this Agreement or the other party.

The obligations referred to in this clause shall continue in force for 2 (two) years after the termination of this Agreement.

**NINETEENTH. Industrial Property.** Both Parties hereby acknowledge that the other party is the holder and/or user of certain patents, trademarks, distinctive signs and registered trade names. By virtue of the foregoing, the Parties agree not to use in any manner such patents, trademarks, distinctive signs, trade names and, in general, the industrial property rights of the other party or any abbreviation or variation thereof, or any trademark, distinctive sign or trade name similar to a degree of confusion to the foregoing.

This Agreement shall not be deemed in any case to be a license, authorization or assignment of industrial property rights of any of the Parties.

**TWENTIETH. Claim by Third Parties.** In the event that any of the Parties receives any claim from third parties because the other Party has used without authorization any intellectual, proprietary or other rights of third parties which shall have been used by virtue of the provision of the Services, the party that shall have breached the rights of third parties shall undertake the obligation to settle the controversy, being required to indemnify any legitimate plaintiff and releasing, indemnifying and holding the other Party harmless from any liability and contingency in connection with the foregoing, including any damage or loss that any third party or the other Party may suffer in their properties, assets, or personally and without any limitation to the incomplete, inaccurate or false information related to the Services or the Products. This obligation shall continue even after the termination of this Agreement.

**TWENTY FIRST. Labor Liabilities.** Each of the Parties is a corporation established under the terms of article 13 of the Labor Law and counts with suffice elements to comply with its obligations related to its employees, personnel and in general, with its workers, therefore each party is hereby obliged to fulfill exclusively its labor obligations related to its

employees, personnel, and in general with its workers. Each Party will be alien to any labor relationship existing between the other Party and its respective employees and/or workers. Each party shall be responsible for any claim or lawsuit of any of its employees and agrees to hold free and harmless to the other party of any labor responsibility that may arise, as well as to reimburse any expense effectuated by the other party on such motif. Each party will be the sole responsible of any amount owed to the *Instituto Mexicano del Seguro Social* ("IMSS"), the *Sistema de Ahorro para el Retiro* ("SAR") or the *Instituto del Fondo Nacional de la Vivienda para los Trabajadores* ("INFONAVIT") or to any other authority, or any other derived from the Income Tax or any other applicable law, in connection to its personnel, employees or workers.

**TWENTY SECOND. Act of God or Force Majeure.** None of the Parties shall be liable for the breach of the obligations undertaken by it upon the terms of this Agreement by virtue of an act of God or event of force majeure, such as the following, which are mentioned without limitation (i) strike of the Party's employees, (ii) disturbances alien to the Parties, (iii) fire, when its origin is completely alien to the Parties, (iv) riot, (v) war, (vi) earthquake, (vii) cyclone or (viii) any prohibition by the competent Governmental Authority.

**TWENTY THIRD. Assignment of Rights and Obligations.** None of the Parties may negotiate, assign or transfer in any manner the rights and obligations acquired under this Agreement, without prior written consent of the other Party. Any act, agreement or assignment made in contravention of the provisions of this Clause shall have no legal effect.

Notwithstanding the above, any of the Parts, may without prior consent giving written notice to the other Party, assign the rights and obligations derived from this Agreement, to any entity Affiliate or Related Part.

**TWENTY FOURTH. Relationship between the Parties.** It is hereby expressly agreed that this Agreement shall not be considered or construed in any manner whatsoever to create a co-investment, joint venture, partnership, association, representation, commission or relationship of agency, mediation or intermediation between the Parties for any purpose. The Parties agree that none of them shall have any right or authority to undertake or create any express or constructive obligation or liability in the name or on behalf of the other Party, since the legal relationship existing between K+N and the Customer is merely that of two independent contracting Parties related by a service business relationship, as derived from and as evidenced under this Agreement.

**TWENTY FIFTH. Subcontracting.** It is hereby expressly established that K+N may subcontract freely with any third party, and without any authorization from the Customer, the total or partial, provision of the Services agreed by the Parties, provided, however, that K+N shall at all times be the sole responsible party before the Customer for the Services. In such terms K+N shall fulfill directly or through its subcontractors with the requirements, capacity, resources, equipment, units, and necessary personnel for the provision of the Services.

**TWENTY SIXTH. Domiciles.** Any notification and/or other communications between the Parties must be delivered in writing either by certified courier with acknowledgement of receipt, by courier service, or by fax, addressed to the domicile set forth below, to the representatives of each the Parties. Without prejudice to the provisions of any clause of this Agreement and for purposes thereof, in order for the Parties to send the required notifications and other communications, they state the following as their contractual domiciles:

The Customer: [\*]  
Telephone: [\*]  
Telefax: [\*]  
E-mail: [\*]  
Attention: [\*]

K+N: Periférico Sur 4118 Tercer Piso  
Col. Jardines del Pedregal  
México, D.F. C.P. 01900  
Telephone: (55) 5449 8000  
Fax: (55) 5449 8099  
E-mail: victor.rodea@kuehne-nagel.com.  
Atención: Víctor M. Rodea Ortiz  
c.c.p. Julio Marín

All notifications that must be delivered between the Parties, must be addressed to the domiciles established above. While the Parties do not notify in writing any change of domicile, any judicial or non-judicial notices and notifications shall be fully effective at the abovementioned domiciles.

**TWENTY SEVENTH. Amendment to the Agreement.** This Agreement and the exhibits thereto may only be amended upon prior agreement between the Parties in writing.

**TWENTY EIGHTH. Severability.** The nullity or invalidity of any of the clauses of this Agreement shall not affect the validity of any other clause. In the event that any clause of this Agreement is declared to be void or ineffective by a competent court, the same shall be deemed to be independent and separated from the rest of the provisions of such Agreement, which shall remain in full force upon their terms.

**TWENTY NINETH. No Waiver of Rights.** The failure or negligence by the Parties at any time to enforce their rights to obtain the performance of the terms and conditions of this Agreement may not be construed under any circumstance as a waiver of the enforcement of such rights while they are in force, and may not change or affect the terms of the Agreement. The Parties shall keep, pursuant to the provisions of the Applicable Laws, at any time, full right of enforcement of all actions corresponding to them without limitation.

**THIRTIETH. Headings.** The headings of the Clauses of this Agreement have been inserted for convenience purposes, therefore they may not and must not be used for the construction of this Agreement or its mandatory contents.

**THIRTY FIRST. Exhibits.** All and everyone of the Exhibits to this Agreement, when duly signed by the Parties, are made a part hereof and mandatory for the Parties in their own terms. The terms of this Agreement will prevailed upon any Exhibit or document attached herein.

Exhibits:

1. Details and description of the Services.
2. Enumeration and details of the Products
3. Products Receipt.
4. Customer's incorporation deed.
5. Customer's RFC.
6. Customer's representation.
7. K+N's incorporation deed.
8. K+N's representation.
9. Rates.

**THIRTY SECOND. Jurisdiction.** For the interpretation and compliance and/or execution of this Agreement, as well as for any controversy derived from it, the Parties hereto expressly agree to submit to the jurisdiction of the competent courts and applicable laws of Mexico, City, Federal District, waiving to any other jurisdiction that may correspond to them by virtue of their present or future domiciles or by any other reason.

**THIRTY THIRD. Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any understanding, agreement, contract or commitment between the Parties, either written or oral, prior to the date hereof, as regards the assignment which is the subject matter hereof.

**AFTER READING THE PRESENT AGREEMENT AND IN ACKNOWLEDGEMENT OF THE LEGAL SCOPE OF EACH AND EVERY ONE OF ITS CLAUSES AND TERMS, THE PARTIES EXECUTE TWO COUNTERPARTS OF THE AGREEMENT ON [\*].**

**The Customer**

**K+N**

[\*]

Kuehne & Nagel S.A. de C.V.

\_\_\_\_\_  
By/Por: [\*]  
Legal Representative/Representante Legal

\_\_\_\_\_  
By/Por: Sr. Reto Malfatti  
Legal Representative/Representante Legal

\_\_\_\_\_  
Witness/Testigo

\_\_\_\_\_  
Por: Víctor M. Rodea Ortíz  
Legal Representative/Representante Legal

\_\_\_\_\_  
Witness/Testigo