

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

DP WORLD LOGISTICS, S.R.L., is a provider of logistics services and solutions related to the transportation, distribution, and storage of goods and products in the Dominican Republic. It is duly authorized by the General Directorate of Customs and has the necessary resources, infrastructure, knowledge, and experience to comply with these requirements.

This document details the terms and conditions of the Customs Broker, essential and effective for its operations ("Terms and Conditions"), which constitute the mutual agreement between DP WORLD LOGISTICS and THE CLIENT.

Article 1. Definitions. For a better understanding of this Agreement, the following terms and/or definitions shall have the meanings established in this chapter, with the exception of terms that have been given a different meaning in this agreement:

- **Agreement/Contract:** The Service Contract or Commercial Proposal in relation to Logistics Services, entered into between DP WORLD LOGISTICS and THE CLIENT, as well as these Terms and Conditions.
- **Customs Broker:** Refers to DP WORLD LOGISTICS as an authorized legal entity, acting as a customs broker. Its license authorizes it to provide services to third parties as a broker for all types of customs destinations, in accordance with current legal provisions.
- **Authorities:** Refers to any state, local, regional, territorial, or municipal government entity or body, ministry, government department, commission, board, office, agency, executive, legislative, judicial, or administrative branch or body linked to the government of the Dominican Republic.
- **Client:** Refers to the party to whom DP WORLD LOGISTICS will provide the Services and who has signed the Contract.
- **Cargo:** Comprises the set of goods/products that are the subject of the services to be provided under this Contract.
- **Customs Clearance:** means the completion of customs formalities by DP WORLD LOGISTICS in connection with the import, export, movement, or storage of Goods.
- **Final Consignee/Consignee:** refers to the ultimate recipient of the Goods, in whole or in part.
- **Force Majeure:** means any event or cause that: (i) is beyond the reasonable control of the affected party; (ii) that the affected party cannot reasonably avoid or overcome, or whose effects the affected party cannot reasonably predict and take appropriate measures to avoid; and (iii) that is not the result of a negligent, intentional, or willful act of the affected party.
- **Regular Service Hours.** Services will be provided during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to 12:00 p.m.
- **Taxes:** Includes any taxes, fees, duties, tariffs, and charges imposed in connection with the Contract and the performance of the Services by any Authority, as well as the Tax on the Transfer of Industrialized Goods and Services (ITBIS).
- **Late Interest:** Means the interest accrued from the day following the date on which the obligation should have been fulfilled, calculated at a rate equivalent to two percent (2%) of the amount owed.
- **Law:** Means (i) Laws, decrees, regulations, and resolutions applicable in the Dominican Republic, and (ii) Guidelines from the authorities that DP WORLD LOGISTICS and THE CLIENT are obliged to comply with.
- **Licenses:** Includes all licenses, permits, qualifications, registrations, and other legal requirements necessary and/or required by any Authority for the performance of the Services under the Contract.
- **Dangerous Goods:** All goods classified as such in accordance with the International Maritime Dangerous Goods (IMDG) Code and by the United Nations (UN cargo) that are or may be likely to harm any property or persons, and whose handling must be carried out in accordance with said codes.
- **Prohibited Goods:** Refers to merchandise or material whose transport is prohibited by law, rule, or regulation, either in the country of origin or destination of the shipment, or in any other country where the shipment makes an intermediate stop.
- **Product(s)/Merchandise(s):** Means all goods, articles, effects, objects, parts, raw materials, packaging material, and/or promotional material acquired, developed, manufactured, or marketed by THE CLIENT that have a direct influence on the effects of this Contract.
- **Legal Requirements:** All present and future statutes, codes, requirements, orders, instructions, Regulations, rules of any kind, whether established by law or jurisprudence, including, without limitation, all environmental, fiscal, tax, or customs legislation issued by government authorities, that are linked to this Agreement.
- **Logistics Services:** refers to those services that are not directly services for the transportation of the goods, considered auxiliary and complementary activities, performed by DP WORLD LOGISTICS, such as: warehousing, classification,

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

assembly, packaging, installation, added value, and transportation management services.

- Rate(s): means the prices, amounts, or amounts defined as consideration for the performance of the Services.
- Territory: Dominican Republic.

Article 2. Purpose, scope, and scope of this agreement.

2.1 DP WORLD LOGISTICS offers its customs brokerage logistics services in accordance with the instructions and orders given by THE CLIENT through any written means, including, but not limited to, email.

2.2 THE CLIENT must provide DP WORLD LOGISTICS with the direct contacts of the persons with whom DP WORLD LOGISTICS will communicate regarding the assigned work, as applicable. It is understood that this responsibility falls solely on THE CLIENT, and in the event of any incident due to a lack of information or a timely response from the required contact, any fine, late payment, additional payment of any kind, work stoppage, loss, deterioration, mishap, or damage to the merchandise will be fully covered by THE CLIENT.

2.3 Pursuant to Article 46 of Law No. 168-21, the General Customs Act, THE CLIENT must grant DP WORLD LOGISTICS the corresponding customs mandate. This act, as the owner of the merchandise, entrusts DP WORLD LOGISTICS with the management of its clearance. DP WORLD LOGISTICS accepts the assignment. This act must also comply with the formalities established in the aforementioned law.

2.4 Instructions and orders must be sent by THE CLIENT to DP WORLD LOGISTICS before it proceeds to perform customs brokerage services.

2.5 THE CLIENT's instructions, orders, and acceptances will be transmitted to DP WORLD LOGISTICS in writing by the Personnel designated as contact by THE CLIENT. If THE CLIENT's instructions and orders were transmitted verbally and DP WORLD LOGISTICS acts based on its understanding of them, THE CLIENT will accept the financial or other consequences arising from such action for failure to transfer the instructions and orders in writing. In the event of any incident, it is THE CLIENT's responsibility to prove that DP WORLD LOGISTICS acted in contravention of the instructions and orders transmitted verbally, as well as that its instructions and transmission were complete, correct, and accurate.

2.6 If THE CLIENT cancels an Order for Services or any instruction or order given to DP WORLD LOGISTICS after it has been confirmed, and that it is not due to Force Majeure, THE CLIENT will assume any payments incurred to third parties,

such as, but not limited to, military personnel and custodial services. This does not limit or cancel any other rights DP WORLD LOGISTICS has under the Contract.

2.7 THE CLIENT acknowledges and accepts that DP WORLD LOGISTICS will not provide any service when it comes to prohibited merchandise or merchandise whose import is expressly prohibited in the Dominican Republic.

2.8 THE CLIENT acknowledges and accepts that DP WORLD LOGISTICS is a company with extensive experience in providing customs brokerage services and therefore authorizes the latter to choose the itineraries, means, and methods that it deems most appropriate to guarantee the provision of services to THE CLIENT.

2.9 THE CLIENT acknowledges and accepts that the handling of its merchandise by DP WORLD LOGISTICS will be at its own risk and expense, and therefore undertakes to hold DP WORLD LOGISTICS harmless from any type of claim, lawsuit, or demand related to the consignee's refusal to accept the merchandise upon arrival. THE CLIENT acknowledges and accepts that any type of insurance coverage will be limited to that expressly contracted by the CLIENT in writing.

2.10 THE CLIENT acknowledges and accepts that DP WORLD LOGISTICS is an expert in providing freight consolidator services and therefore authorizes the latter to choose the itineraries, means, and methods that it deems most appropriate to guarantee the provision of services to THE CLIENT.

2.11 THE CLIENT acknowledges and accepts that the handling of its merchandise by DP WORLD LOGISTICS will be at its own risk and expense, and therefore undertakes to keep DP WORLD LOGISTICS free and clear of any liability. The CLIENT shall be held harmless from any type of claim, complaint, or lawsuit related to the consignee's refusal to accept charge of the goods upon arrival. THE CLIENT acknowledges and agrees that any insurance coverage will be limited to that expressly contracted by the CLIENT in writing.

Article 3. Operational Standards and Safety. THE CLIENT agrees that for the proper provision of the Services provided by DP WORLD LOGISTICS, it is necessary for THE CLIENT to provide DP WORLD LOGISTICS with accurate and fair information regarding the Products and special characteristics of the Service to be provided that may have any impact on them.

3.1. Dangerous Goods: THE CLIENT agrees to provide DP WORLD LOGISTICS with twenty-four (24) hours' notice in addition to the deadlines established for conventional goods, when the goods to be transported or handled are considered dangerous, in accordance with IMDG standards. THE CLIENT

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

shall be solely responsible for complying with the packaging, documentation, and marking regulations, as well as any other requirements for the transportation of such dangerous goods, and shall therefore hold DP WORLD LOGISTICS harmless from any liability arising from the handling and transportation of the dangerous goods.

3.2. Furthermore, THE CLIENT must inform DP WORLD LOGISTICS of all international references that declare the nature of the Product and its identification on the corresponding means of transport. THE CLIENT undertakes to train both its own and DP WORLD LOGISTICS' personnel in the handling of Dangerous Goods, if necessary.

3.3. In the event of omission or insufficient information regarding dangerous or other goods, as well as false or fraudulent information regarding prohibited goods, THE CLIENT shall be liable for any damages caused by the goods. DP WORLD LOGISTICS shall be entitled to reimbursement of any expenses incurred for this reason and shall be exempt from any liability if the goods must be unloaded, destroyed, neutralized, or rendered harmless, as circumstances require, without compensation.

3.4. Should THE CLIENT wish to modify the special care and precautions to be taken with the Products notified to DP WORLD LOGISTICS at the time of signing this Agreement, it must do so in writing and must provide DP WORLD LOGISTICS with a reasonable period of time to implement such modifications to the service. Likewise, DP WORLD LOGISTICS shall not be liable for any loss, damage, or harm to the Products if DP WORLD LOGISTICS fails to comply with the special care and precautions required for the Products, as notified at the time of signing this Agreement or any subsequent modifications. THE CLIENT shall pay any sums of money in the form of fines, late fees, interest, refunds, and damages resulting from the changes requested in accordance with the provisions specified in this article.

3.5. Should THE CLIENT wish to modify the special care and precautions required for the Products notified to DP WORLD LOGISTICS at the time of signing this Agreement, it must do so in writing and must provide DP WORLD LOGISTICS with a reasonable period of time to implement such modifications to the service. Likewise, DP WORLD LOGISTICS will not be liable for any loss, damage, or harm to the Products if DP WORLD LOGISTICS fails to comply with the special care and precautions required for the Products, notifying them at the time of signing this Agreement or any subsequent modification. THE CLIENT will pay any sums of money for fines, late fees, interest, refunds, and damages resulting from the changes requested in accordance with the provisions specified in this article.

3.6. DP WORLD LOGISTICS must be aligned with the Ministry of Environment and Natural Resources and maintain communication in the event of an emergency related to Dangerous Goods.

3.7. THE CLIENT must have all necessary permits and licenses and comply with all safety requirements for the operation, management, and handling of said Products. Therefore, THE CLIENT declares that the Products or Dangerous Goods have prior authorization from the Authorities for their transportation. These permits must be obtained by THE CLIENT prior to the provision of the Services.

3.8. In the event that a Service cannot be provided due to the lack of a permit from THE CLIENT, the Service will be invoiced by DP WORLD LOGISTICS and paid by THE CLIENT in accordance with the procedure established in this Agreement.

3.9. Safety Suspension. Either Parties may suspend immediately suspend performance of this Agreement if such Party reasonably believes that an unsafe condition exists in connection with the Services that could result in injury to any person or loss of property. The Service shall not proceed unless and until such unsafe condition is fully remedied. In the event of an emergency affecting the safety of persons or property, either Party may immediately take reasonably necessary actions to prevent possible injury or damage. Suspension of operations under this paragraph shall not constitute Force Majeure and shall not relieve the Parties of their liability for non-performance if such Party caused the unsafe condition.

3.10. DP WORLD LOGISTICS shall ensure that the Personnel contracted to provide the Services under this Agreement are aware of all appropriate operational procedures, requirements, and specifications required by DP WORLD LOGISTICS or THE CLIENT.

3.11. The Services will be strictly subject to compliance with the schedules and routes specified in the itineraries that, having been duly processed with the competent authority, are approved by both Parties, all of which must be documented in accordance with the relevant regulations, standards, and administrative provisions.

Article 4. Ownership of the Products.

4.1 THE CLIENT and its suppliers will retain full ownership of the Products, and such ownership will not be transferred under any form or circumstance to DP WORLD LOGISTICS. DP WORLD LOGISTICS will not exercise any ownership rights over the merchandise supplied to it for the execution of the logistics services during the term of this contract. Therefore, DP WORLD LOGISTICS will not dispose of, transfer, sell, or otherwise dispose of the Products, except for those rights arising from a

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

guarantee of payment for the Services as established in this Contract or in accordance with the instructions provided in writing by THE CLIENT.

4.2 DP WORLD LOGISTICS shall not be liable for any damages, loss of profits, or losses related to such Products, and THE CLIENT hereby agrees to hold DP WORLD LOGISTICS harmless from any damages arising from any Client, Supplier, or third party, as well as from any claims involving such Products.

4.3 THE CLIENT must provide DP WORLD LOGISTICS with invoices, a letter of responsibility, or any other reliable and irrefutable evidence that verifies ownership of such Products. If THE CLIENT does not present the aforementioned documentation, DP WORLD LOGISTICS may refuse to perform the services agreed upon in this Agreement. If DP WORLD LOGISTICS decides to provide the Services without the corresponding documentation and any inconvenience arises related to the lack of such documentation, DP WORLD LOGISTICS must immediately notify THE CLIENT so that the latter may, at its sole expense, take all necessary steps to resolve any dispute and release the Products. 4.4 DP WORLD LOGISTICS shall not be considered in any way a merchant, distributor, reseller, dealer, seller, consignee, or courier with respect to the Products.

4.5 DP WORLD LOGISTICS shall not exercise any ownership rights over the Products described in the quotations or instructions, and, therefore, shall not dispose of, transfer, sell, or otherwise dispose of the cargo, except for rights arising from a guarantee of payment for services as established in this Contract or in accordance with written instructions provided by THE CLIENT, or from the execution of any legislative provision, regulation, final judgment, or ruling of a state authority, such as auctions conducted by the General Directorate of Customs (DGA).

Article 5. Respect for Environmental Standards

5.1. THE CLIENT undertakes and is obliged to respect and execute the safety and environmental protection policies that may be implemented by DP WORLD LOGISTICS, or those that may be imposed by laws, regulations, and national and international organizations responsible for regulating the environment, agreeing not to commit any environmental abuse in the performance of the service provided under this Agreement. State permits and permits from the DP WORLD LOGISTICS Safety and Environment Department must be obtained before storing chemicals and classified hazardous materials in the facilities.

Article 6. Additional Services.

6.1 THE CLIENT may request from DP WORLD LOGISTICS, at any time, any additional, extraordinary, or special service other than the Services agreed upon in the Agreement. Therefore, THE CLIENT and DP WORLD LOGISTICS must previously agree on the terms and conditions under which the additional services will be performed, including, without limitation, the characteristics of such extraordinary services, the rights, obligations, and responsibilities of each party, as well as the place and time of performance and payment terms. DP WORLD LOGISTICS reserves the right to refuse or reconsider the provision of such services, without incurring any liability.

6.2 DP WORLD LOGISTICS may offer labeling services when requested by THE CLIENT and accepted by DP WORLD LOGISTICS in accordance with the laws in force in the Dominican Republic, following THE CLIENT's written instructions. THE CLIENT will be ultimately responsible for the content of the labels and for the payment of applicable taxes in accordance with the Dominican Republic's tax laws.

6.3 It is understood between THE PARTIES that if entries or dispatches are required during overtime hours, on Saturdays and/or Sundays, or holidays, THE CLIENT must request this in writing from DP WORLD LOGISTICS at least 8 business hours in advance to coordinate the relevant arrangements. Overtime, travel expenses, transportation, and meals requested and authorized by the Personnel designated for such purposes by THE CLIENT will be paid and invoiced by DP WORLD LOGISTICS. In the event that services are provided during extraordinary hours for reasons directly attributable to DP WORLD LOGISTICS, the extraordinary costs will not be charged to THE CLIENT.

Article 7. General Rules for the Execution of the Services. The Services performed by DP WORLD LOGISTICS must comply with the following:

7.1 This Agreement, in all its clauses, including the obligations of THE CLIENT and DP WORLD LOGISTICS, is subject to the laws and other binding regulations, most notably Decree No. 96-98, which regulates the Operation of Cargo Consolidators; Decree No. 48-99, containing the Regulations for the Operation of Cargo Consolidation Depots; Decree No. 144-12, of March 22, 2012, regulating the functions of the Authorized Economic Operator (AEO); Decree No. 262-15, containing the Regulations for Logistics Centers and the operations of Logistics Operating Companies; Standard No. 01-2019, on Logistics Operations, within the framework of Decree 262-15; Law No. 168-21, General Law of Aduanas; ; and Decree No. 755-22, on the Implementing Regulations of the General Customs Law.

7.1 THE CLIENT must provide DP WORLD LOGISTICS with all documentation and receipts necessary for the performance of the services; DP WORLD LOGISTICS shall not be liable for any

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

situation arising as a result of THE CLIENT's inability to fulfill its obligations, nor for any delays caused or generated by such non-compliance.

7.2 DP WORLD LOGISTICS shall not be liable for penalties or any violations in the performance of the Services due to natural disasters or force majeure. However, THE CLIENT agrees to pay DP WORLD LOGISTICS an amount equivalent to the proportional part of the Services provided prior to the natural disasters or force majeure that occurred. THE CLIENT acknowledges that DP WORLD LOGISTICS is entitled to incur extraordinary expenses to perform the Services during a situation caused by natural disasters or force majeure, which must be duly reimbursed by THE CLIENT.

7.3 DP WORLD LOGISTICS shall not be liable for the fault or negligence of THE CLIENT, its employees, or its workers, or for any defect in the Products.

7.4 Any costs, expenses, or disbursements incurred by DP WORLD LOGISTICS in the performance of the Services on behalf of THE CLIENT shall be paid by THE CLIENT or reimbursed to DP WORLD LOGISTICS.

7.5 THE CLIENT authorizes DP WORLD LOGISTICS to take, at its expense and on its behalf, the necessary measures if contaminants are observed in the Product received that could damage the contents of the cargo. In this case, DP WORLD LOGISTICS must immediately inform THE CLIENT, who will assume the cost of applying the necessary remedial measures, and must also release and hold DP WORLD LOGISTICS harmless from any liability related to any damage that the Product may have suffered, or any claim or demand initiated by third parties.

7.6 THE CLIENT expressly accepts and acknowledges that DP WORLD LOGISTICS' liability arising from the breach of its obligations for any cause, reason, or circumstance will be subject to the following terms: (i) DP WORLD LOGISTICS will not be liable for the breach of its obligations arising from causes not directly attributable to DP WORLD LOGISTICS, including natural disasters or force majeure, or any violation or breach by THE CLIENT; (ii) DP WORLD LOGISTICS shall only be liable for damages to the Products directly caused by DP WORLD LOGISTICS or its employees due to the faults, mismanagement, or negligence of THE CLIENT; (iii) for no reason, reason, or circumstance shall DP WORLD LOGISTICS be liable for damages arising from the following causes: contractual penalties by THE CLIENT, termination of agreements, cancellation of orders, loss of market and profits, collateral damage, among others. Therefore, THE CLIENT agrees and acknowledges that it will not hold DP WORLD LOGISTICS liable for any liability arising from litigation, lawsuits, claims, damages or losses, losses, penalties imposed by THE CLIENT or third parties, arising from any pact,

agreement, convention, or for any other reason; (iv) DP WORLD LOGISTICS shall not be liable for any damage or violation by carriers or their employees hired by THE CLIENT. 7.7 DP WORLD LOGISTICS will manage the inventories but not the analysis of the Products. THE CLIENT acknowledges that DP WORLD LOGISTICS has no technical or specific knowledge of the Products and, therefore, DP WORLD LOGISTICS will not be liable for any defects, technical failures, or malfunctions of the Products.

7.8 DP WORLD LOGISTICS must obtain all necessary approvals, certificates, or licenses to provide the Services. DP WORLD LOGISTICS must pay all government and municipal costs, or other costs of the Contract in accordance with applicable laws, rules, and regulations of the country. These items must be considered in the costs.

7.9 DP WORLD LOGISTICS must hire and maintain personnel with the necessary licenses, competent, qualified, adequately directed, and supervised for the safe provision of the Services in accordance with this Contract.

Article 8. Obligations of THE CLIENT. THE CLIENT must comply with the following obligations:

8.1 Pay DP WORLD LOGISTICS according to the agreed Fees.

8.2 Notify DP WORLD LOGISTICS in writing of any irregularities related to the Services.

8.3 Provide DP WORLD LOGISTICS with correct, accurate, and complete information regarding the products, their quantity, characteristics, and special precautions for their handling, transportation, storage, and other logistics services.

8.4 THE CLIENT retains sole and exclusive authority over The Customer is responsible for the disposal of any damaged, expired, or unsold products, and has the right and obligation to remove such products from the Distribution Center. The Customer is also responsible for complying with applicable legal requirements and paying the corresponding expenses. The Customer shall be responsible for contracting transportation services and the disposal of hazardous materials, as well as preparing all necessary arrangements for this purpose. The Customer shall obtain, at the appropriate time and in its own name, the corresponding permits established by legal requirements regarding the disposal of these substances and products. The Customer shall make the corresponding declarations and submit the applicable documentation. DP WORLD LOGISTICS shall comply with the Customer's requirements (as long as this does not contradict the Contract or legal requirements) and shall deliver the material to the party contracted by the Customer for disposal. The Customer shall comply with this obligation and shall take

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

all necessary steps to remove hazardous materials from the Distribution Center.

8.1 THE CLIENT must promptly pay its fiscal, tax, or other obligations regarding the Products. Furthermore, THE CLIENT grants a payment guarantee on the Products, granting DP WORLD LOGISTICS a power of retention and disposal in the event it cannot comply with payment for the services provided.

8.2 Hold harmless from damages, pay all legal expenses, including DP WORLD LOGISTICS's attorneys' fees, and reimburse DP WORLD LOGISTICS for any amounts paid and/or arising from any contingency arising from a lawsuit, third-party claims regarding ownership of the Products, their trademark and patents, the contents of unopened packages or boxes, the importation of the products or their raw materials, as well as any other situation arising during the sale and marketing of the products, including consumption of the products.

8.3 Manage all authorizations, licenses, and/or permits that are its responsibility for the execution of the Services.

8.4 The labor and personnel employed by THE CLIENT are not restricted to DP WORLD LOGISTICS' normal business hours, but must have a valid security pass in advance to enter or leave DP WORLD LOGISTICS' facilities.

Article 9. Claims and Limits of Liability.

9.1 Pursuant to General Customs Law No. 168-21, DP WORLD LOGISTICS' liability lies in the payment of duties and taxes whose application and supervision are the responsibility of Customs, and the total amount of fines resulting from violations committed by its actions or omissions in the clearance and representation procedures under its responsibility.

9.2 DP WORLD LOGISTICS shall be liable for any damages resulting from the loss or damage suffered by the merchandise, when these have arisen from causes attributable to a fault or negligence of DP WORLD LOGISTICS, however, it shall not be liable if the damages are the result of faults or acts of negligence of THE CLIENT, or the recipient of the merchandise. Likewise, it shall not be liable if the damages are the result of force majeure, inherent defects of the things, strikes or other labor disputes that affect work, natural disasters, theft or any other cause not attributable to the actions of DP WORLD LOGISTICS, and that the latter could not avoid through the use of reasonable diligence. However, THE CLIENT agrees to pay DP WORLD LOGISTICS an amount equivalent to the proportional part of the Services provided before the Force Majeure events occurred. THE CLIENT and DP WORLD LOGISTICS agree that DP WORLD LOGISTICS is entitled to incur extraordinary expenses to perform the Services in situations caused by Force Majeure.

Such extraordinary expenses will be reimbursed by THE CLIENT to DP WORLD LOGISTICS.

9.3 DP WORLD LOGISTICS shall not be liable for compliance with instructions given after the issuance of customs clearance documents, nor for any contingencies arising from such subsequent instructions.

9.4 In no event shall DP WORLD LOGISTICS be liable for lost profits, consequential, indirect, exemplary, or punitive damages, and in particular, DP WORLD LOGISTICS shall have no liability for interruptions in production, business, or sales resulting from delays, losses, theft, or damage to the goods.

9.5 Any damage caused to third parties by the products, or by the consumer's improper use of them, is the sole responsibility of THE CUSTOMER.

9.6 The aggregate liability of DP WORLD LOGISTICS shall not exceed the limits of liability for the total loss of the goods.

9.7 These limitations shall apply to all claims against DP WORLD LOGISTICS, regardless of whether the claim is based on contractual or non-contractual liability.

9.8 THE CUSTOMER and DP WORLD LOGISTICS agree and acknowledge that all claims arising from, in connection with, or in connection with damage, loss, destruction, or damage to the Products must be notified in writing to DP WORLD LOGISTICS within thirty (30) calendar days following:

(i) delivery of the Products from DP WORLD LOGISTICS to THE CUSTOMER, the legitimate recipient, or a third party previously designated by THE CUSTOMER; or

(ii) the date on which DP WORLD LOGISTICS notified THE CUSTOMER of the damage, loss, damage, or destruction of all or part of the Products; or

(iii) the date on which THE CUSTOMER was informed or became aware of the cause that may give rise to such damage, loss, destruction, or damage to the Products; whichever is earlier.

9.9 Once this period has expired, THE CLIENT and DP WORLD LOGISTICS agree that THE CLIENT will not be entitled to make any claim arising from, in connection with or with regarding damage, loss, destruction, or ruin of the Products.

9.10 The CUSTOMER must submit to DP WORLD LOGISTICS sufficient, necessary, and appropriate documentation and/or information to justify the nature of its claim and the alleged damage or loss. DP WORLD LOGISTICS will analyze, investigate, and respond by accepting or rejecting the claim within the timeframe indicated in DP WORLD LOGISTICS' claims policies.

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

9.11. In the absence of an agreement, the parties will resolve the dispute in the manner established by DP WORLD LOGISTICS' internal claims procedure.

9.12. THE CLIENT is responsible for the payment of all duties and taxes levied and monitored by Customs, regardless of their nature and purpose, as well as the total amount of fines resulting from violations committed in the clearance and representation procedures carried out by DP WORLD LOGISTICS, when it is demonstrated that any of the exempting conditions for Customs agents stipulated in the General Customs Law are met.

9.13 Pursuant to Article 50 of Law No. 168-21, the General Customs Act, DP WORLD LOGISTICS, in its capacity as Customs Broker, shall be exempt from liability in the following circumstances:

1) From the payment of all taxes and penalties if these arise from the inaccuracy or falsity of data and documents provided by the importer to the Customs Broker, provided that the latter could not have known such inaccuracy or falsity due to the inability to examine the goods, or due to the fact that upon examination of the goods, the inaccuracy or falsity cannot be clearly seen, and because chemical or laboratory analysis is required for their identification, in the case of goods established by the General Directorate of Customs through general regulations.

2) Payment of all taxes and penalties arising from the application of a preferential tariff when, in accordance with an international treaty to which the Dominican Republic is a party, a certificate of origin is required to enjoy preferential tariff treatment, provided that a copy of the certificate of origin covering the goods is kept, as established by the corresponding trade treaties.

3) Payment of all taxes and penalties if these arise from inaccuracy or falsification of the Customs value, when this arises from the international sales contract and the conditions of sale stipulated by the parties.

9.14. When the cause of the fine is not attributable to DP WORLD LOGISTICS, it shall have the right to recover against THE CLIENT. If DP WORLD LOGISTICS pays taxes, interest, fines, and other surcharges on behalf of THE CLIENT, it shall be subrogated to the CLIENT for the amounts paid. For this purpose, the payment certificate issued by the customs authority shall be deemed to be an enforceable instrument, in accordance with the provisions of General Customs Law No. 168-21.

9.15. Unless any mandatory law applies, any claim or action by one Party against the other Party shall be subject to the statute

of limitations established in current Dominican legislation and, additionally, in common law.

Article 10. Warranty and Insurance Policies.

10.1 THE CLIENT agrees to maintain, during the term of this Agreement, an insurance policy to protect the Products before, during, and after the performance of the Services. THE CLIENT shall have comprehensive insurance coverage to protect against any and all risks at all times during the transit and storage of the Products. THE CLIENT hereby releases DP WORLD LOGISTICS and its insurance company from any and all liability for any incident occurring during the transit of the goods from their point of origin to their final destination, unless the damage to the Products was directly caused by the fault or negligence of DP WORLD LOGISTICS or its employees or representatives.

10.2 Likewise, THE CUSTOMER must maintain a third-party liability and damage insurance policy for the transportation of the Product at all times, so that they can assume liability for damage caused to their vehicles within DP WORLD LOGISTICS facilities, real estate, or any common area. Likewise, THE CUSTOMER must maintain a third-party liability insurance policy for any damage caused to a third party or any other person on the premises.

10.3 For its part, DP WORLD LOGISTICS must maintain, during the term of this Contract, an adequate insurance policy to respond to the customs authority, as provided by General Customs Law No. 168-21, as a result of customs acts, omissions, and offenses incurred in the exercise of their customs activities, as well as those of their assistants, employees, or agents.

10.4 THE CLIENT acknowledges that the replacement of the value of the CLIENT's assets, for any reason related to loss or damage to all or part of the merchandise received at its warehouses, will be claimed from the insurance company contracted for these purposes. THE CLIENT agrees to:

- a) provide any documentation required for such purposes,
- b) await the period of time the insurance company takes to repair said damages,
- c) abide by the contracted terms regarding the deductible clause agreed in the policy.

10.5 THE CLIENT acknowledges that its claim ends within the financial liability limit established in said insurance policy.

10.6 THE CLIENT accepts and agrees that its general liability and workers' compensation insurers will waive their rights of subrogation against DP WORLD LOGISTICS and its officers,

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

directors, employees, and agents, in any scenario that triggers the aforementioned policies.

10.7 DP WORLD LOGISTICS will request and arrange for the CLIENT to provide cargo protection insurance on behalf of the CLIENT during the term of this Agreement, by contracting with a recognized insurance company. The CLIENT will pay the deducted cost and the policy for this insurance to DP WORLD LOGISTICS.

Article 11. Non-Exclusivity. The CLIENT acknowledges that the Agreement does not imply exclusivity of the Services it receives from DP WORLD LOGISTICS, and that the CLIENT may freely provide the Services to third parties, including, without limitation, the goods or assets of the CLIENT's competitors.

Article 12. Intellectual Property.

12.1 The Parties acknowledge that the other party is the owner and/or user of certain patents, trademarks, distinctive signs, and registered trade names. Pursuant to the foregoing, the Parties agree not to use in any way the 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, sign, or trade name of the other Party.

12.2 The Parties acknowledge and accept that no Party to the Agreement grants any right, ownership, or interest in the intellectual property rights of the other Party.

12.3 This Agreement shall not, under any circumstances, be construed as a license, authorization, or assignment of industrial property rights of either Party.

12.4 In the event that either party receives any claim from a third party because the other party has used without authorization any industrial property rights or other rights of third parties, which have been used by virtue of the provision of the Services, the party that has violated the rights of third parties shall have the obligation to resolve the dispute, shall indemnify any legitimate claimant and release, indemnify and hold harmless the other Party 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 to its property, assets, or personally, without limitation, due to incomplete, inaccurate, or false information related to the Services or Products. This obligation shall continue even after the termination of this Agreement.

Article 13. Taxes. All taxes, fees, and contributions generated by the performance of the Services shall be the responsibility of the corresponding party, in accordance with applicable laws and regulations.

Article 14. Labor Liabilities.

14.1. THE CLIENT and DP WORLD LOGISTICS acknowledge that their business relationship may not be deemed or construed in any way to create a joint venture, partnership, economic entity, or any other type of relationship between THE CLIENT and DP WORLD LOGISTICS where either of them would share or be liable for the debts and obligations incurred by either of them, a joint venture, partnership, association, representation, commission, or agency relationship, or mediation or intermediation between THE CLIENT and DP WORLD LOGISTICS for any purpose.

14.2. THE CLIENT and DP WORLD LOGISTICS agree that neither of them shall have the right or authority to undertake, create, or express any obligation or liability on behalf of the other Party, as the legal relationship between DP WORLD LOGISTICS and THE CLIENT is merely that of two Contracting Parties bound by a business relationship for the provision of Services, as derived from and as set forth by this Agreement.

14.3. THE CLIENT and DP WORLD LOGISTICS acknowledge and accept that this document is a service provision agreement and that it does not establish an employment relationship between THE CLIENT and DP WORLD LOGISTICS, in accordance with the Labor Code of the Dominican Republic.

14.4. Each party will retain its own employees, and therefore THE CLIENT agrees to hold DP WORLD LOGISTICS harmless from any labor rights claims made by any of its employees. It is understood that THE CLIENT does not and will not have any involvement in the employment of DP WORLD LOGISTICS.

14.5. As a result of the foregoing, THE CLIENT declares and undertakes, upon request from DP WORLD LOGISTICS, without the need for any legal proceedings, to hold DP WORLD LOGISTICS harmless and indemnified against any claims, actions, proceedings or lawsuits, charges, liens or objections to transfer, or other acts or actions that may be initiated or carried out by its employees, subcontractors, or any third party.

14.6. DP WORLD LOGISTICS shall have no liability for any fortuitous event or accident within or outside DP WORLD LOGISTICS facilities that may occur to THE CLIENT, and to its employees THE CLIENT's contractors or subcontractors during the term of this Agreement, and THE CLIENT shall hold DP WORLD LOGISTICS harmless from any claim, legal or extrajudicial action that may be brought by any natural or legal person for any damage they may suffer at the facilities, under the conditions indicated above.

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

14.1. THE CLIENT and DP WORLD LOGISTICS expressly agree that, in the event that DP WORLD LOGISTICS must incur attorney's fees to defend itself against labor, judicial or extrajudicial claims or actions brought by employees, subcontractors, suppliers, or any third party with whom THE CLIENT has contracted or claims to have suffered any damage, THE CLIENT shall be obligated to compensate DP WORLD LOGISTICS for the attorney's fees incurred by DP WORLD LOGISTICS in defending itself, immediately, without the need for any judicial or extrajudicial intervention.

Article 15. Force Majeure.

15.1. If either Party is prevented from performing or is in delay in performing this Agreement due to Force Majeure:

a) that Party shall give written notice to the other Party of this fact within twenty-four (24) hours of the onset of the Force Majeure Event; b) the Parties' obligations under this Agreement shall be suspended to the extent affected by the respective Force Majeure Event while the Force Majeure Event is occurring; and c) the Party giving notice of the Force Majeure Event shall not be liable for any loss or expense incurred by itself or the other Party due to, and to the extent that, such Party is prevented from performing its obligations under this Agreement due to the Force Majeure Event.

15.2. Each Party shall use its best reasonable efforts to overcome the effect of the Force Majeure Event.

15.3. Either Party that is in delay with its performance of this Agreement shall immediately notify the other Party by telephone (confirmed by fax or email within one day of the onset of such delay) and provide full details of:

a) the event; b) the effect of the event on the affected Party's performance of its obligations; c) the anticipated period of delay; d) the measures the affected Party intends to take (if any) to lessen or eliminate the effect and delay; and e) any other relevant details.

15.4. The Parties shall maintain daily communication until the Force Majeure event has been resolved.

15.5. Neither THE CLIENT nor DP WORLD LOGISTICS shall be liable for any failure to perform its obligations under the Agreement due to force majeure, such as the following: Limitations: (i) employee strikes, (ii) disturbances beyond the control of THE CLIENT and DP WORLD LOGISTICS, (iii) fire when its origin is completely unrelated to THE CLIENT and DP WORLD LOGISTICS, (iv) riots, (v) wars or riots, (vi) earthquakes, (vii) cyclone, tsunami, hurricane, or pandemic, (viii) a prohibition by the competent government authority.

15.6. DP WORLD LOGISTICS shall not be liable for penalties or breaches in the performance of the Services due to force majeure.

15.7. Notwithstanding the foregoing, THE CLIENT undertakes to pay DP WORLD LOGISTICS an amount equivalent to the proportional part of the Services provided prior to the natural disasters or force majeure. THE CLIENT acknowledges that DP WORLD LOGISTICS is entitled to incur extraordinary expenses to perform the Services during a force majeure event, which must be duly reimbursed by THE CLIENT.

Article 16. Review. The Parties shall, within thirty (30) days following each anniversary of the start of the contractual relationship (Annual Review), review DP WORLD LOGISTICS' compliance with and operation of this Agreement, including: a) reviewing DP WORLD LOGISTICS' compliance with this Agreement and determining corrective actions, if necessary; b) discussing possible cost reductions or increases, if applicable, areas for improvement, business continuity plans, the Fees, and the application of adjustment formulas; and c) exchanging information regarding problems encountered or proposed changes in laws that have or could have an impact on the provision of the Services.

16.1. The Parties shall hold Quarterly Business or Operational Review meetings. These Quarterly Business Reviews will cover matters of mutual interest and concerns, including matters related to the implementation of this Agreement, any alleged breach of this Agreement by either Party, and any other perceived inconvenience or concern related to the provision of the Services.

16.2. Notwithstanding the foregoing, DP WORLD LOGISTICS will provide THE CLIENT, upon request in a reasonable time, with operational reports according to the designs and needs that both Parties define during the term of this Agreement.

Article 17. Miscellaneous.

17.1 Fair Competition. Under no circumstances may THE CLIENT or DP WORLD LOGISTICS enter into arrangements or negotiations with employees, contractors, or affiliates of the other Party, or its competitors, as a strategy to affect prices and market policies, or to violate the legal provisions relating to the Agreement.

17.2. Gifts, Favors, and Gratuities. Neither THE CLIENT nor DP WORLD LOGISTICS may grant unfair or preferential treatment in their business dealings to the other Party or its employees, nor engage in unfair actions which, if disclosed to the public, would create an impression of unfair business conduct. In particular:

ANNEX I. TERMS AND CONDITIONS OF THE CUSTOMS AGENCY SERVICES CONTRACT

a) Neither THE CLIENT nor DP WORLD LOGISTICS may offer, grant, or receive gifts or presents in cash, or the cash equivalent, from the other Party or its employees, regardless of the amount.

b) Neither THE CLIENT nor DP WORLD LOGISTICS may offer, grant, or accept gifts, services, or consideration of any kind from the other Party or its employees.

c) Neither THE CLIENT nor DP WORLD LOGISTICS may provide gifts, favors, or entertainment to the other Party's employees, provided that such items are in accordance with accepted business practices and are of limited value, so that they cannot be considered bribery or kickbacks, pursuant to legal provisions.

17.1 Compliance with Anti-Bribery and Corruption Laws. Each Party undertakes to comply with, and ensure that its respective business associates, personnel, and subcontractors comply with, all applicable anti-bribery and anti-corruption laws, statutes, and regulations, including, but not limited to, Law No. 448-06 on Bribery in Commerce and Investment. Likewise, the Parties will maintain Appropriate Procedures designed to prevent any Associated Person from engaging in conduct that would constitute an offense under Law No. 448-06 on Bribery in Commerce and Investment. Failure to comply with this clause will be considered a material breach of this Agreement.

17.2 Information Retention. THE CLIENT hereby undertakes and agrees to maintain appropriate records of all transactions conducted under this Agreement.

17.3 Alcohol and Drug Policy. THE CLIENT acknowledges that the abuse of alcohol, drugs, and other substances by its employees will impair their ability to perform their duties properly and will have an adverse effect on the safety, efficiency, and productivity of other employees. THE CLIENT agrees to implement policies prohibiting the misuse of legitimate pharmaceuticals or the use, possession, distribution, or sale of illicit controlled drugs or alcoholic beverages.

17.4 In the event that THE CLIENT adopts a new legal personality, whether through acquisition, merger, or any other form of legal transformation, or there is a change in control of the company through the sale of a majority of the shares and/or the change in voting rights for decision-making, this document must be renegotiated to the agreement of THE CLIENT and DP WORLD LOGISTICS, with the understanding that otherwise constitutes grounds for termination in addition to those provided for in this agreement.

Done and signed in good faith in as many originals as there are parties to this agreement, with the same tenor, effect, and content.

THE CLIENT

DATE