



Warehouse Services Agreement

This Warehouse Agreement, dated as of _____, 20____(this "**Agreement**"), is entered into between MFT FULFILLMENT CENTRE LTD ("**Warehouse Operator**") and _____, ("**Depositor**", and together with Warehouse Operator, the "**Parties**", and each, a "**Party**").

WHEREAS, Warehouse Operator is in the business of warehousing and storing goods; and

WHEREAS, Depositor desires to engage Warehouse Operator to provide warehousing and related services, and Warehouse Operator desires to provide such services to Depositor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Provision of Storage and Related Services.

(a) Warehouse Operator shall provide warehousing, storage and related services (the "**Services**") for the goods tendered by Depositor from time to time under this Agreement ("**Goods**"). Warehouse Operator shall provide the Services in its facility located at A1 Saku Business Park, Airport North Road, Nairobi Kenya. ("**Warehouse**").

(b) If Warehouse Operator provides additional services, including handling, delivery or special packing services, it shall provide them (i) for the additional fees in effect and agreed to in writing at the time Depositor requests the special services, and (ii) solely as agent for Depositor, and not as a bailee or warehouseman.

(c) The terms and conditions of this Agreement, together with the written price quotations, and warehouse receipts issued by Warehouse Operator for the Goods stored under this Agreement, constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(d) This Agreement, price quotes, and related warehouse receipts for each tender of Goods hereunder constitute a "Warehouse Receipt". The Parties further acknowledge that Warehouse Operator utilizes an electronic warehouse management system ("**WMS**"). Entries in the WMS shall include the warehouse location, date, description, number, weight of the Goods, price reference, and the signature of the person receiving the Goods. This Agreement incorporates the information stored in the WMS by reference.

(e) Depositor acknowledges that Warehouse Operator will only issue non-negotiable warehouse receipts.

(f) The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions in any other document, then the terms and conditions of this Agreement shall supersede and control.

2. Tender of Goods for Storage.

(a) Depositor represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with Warehouse Operator and thereafter direct the release and/or delivery of the Goods. Depositor shall (i) tender any Goods for storage, or request for release only during Warehouse Operator's posted business hours for the Warehouse, Monday to Friday between 0830hrs to 1830hrs; (ii) tender all Goods to the Warehouse properly marked and packed for storage and handling; (iii) provide Warehouse Operator with information concerning the Goods that is accurate, complete, and sufficient to allow Warehouse Operator to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (iv), if necessary, furnish at or prior to tender of the Goods for storage written instructions listing any categories of Goods, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

(b) Warehouse Operator may refuse to accept any goods for storage if the goods tendered for storage do not conform to the description contained on the Transportation Contract, defined below, or other written instructions. Before tendering Goods that require specialized handling, Depositor shall identify such goods and special handling requirements to Warehouse Operator in writing and Warehouse Operator may decline to store such goods. Depositor is solely responsible for providing complete and accurate handling and storage instructions for any Goods, including any applicable safety procedures. If Warehouse Operator accepts any Goods for storage that require special handling, then Depositor agrees to rates and charges as may be assigned and invoiced by Warehouse Operator as well as all terms and conditions of this Agreement. Depositor shall not tender hazardous materials or dangerous Goods.

(c) For all Goods shipped to the Warehouse, Depositor shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") as well as all declarations to government regulatory agencies (i) identify Depositor as the named consignee, in care of Warehouse Operator, and (ii) do not identify Warehouse Operator as the consignee. If any Goods are shipped to the Warehouse naming Warehouse Operator as named consignee on the Transportation Contract, Depositor shall promptly notify the carrier in writing that Warehouse Operator is (i) the "in care of party" only and (ii) does not have any beneficial title or interest in the Goods. Warehouse Operator may refuse to accept any Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Goods. Whether Warehouse Operator accepts or refuses goods shipped in violation of this Section 2, Depositor agrees to indemnify and hold Warehouse Operator harmless from all claims for transportation, storage, handling, and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention, and other charges of any nature whatsoever. Depositor further agrees to indemnify, defend, and hold Warehouse Operator harmless from any costs, liabilities, actions, penalties, or expenses

of any kind associated with the improper declaration of Warehouse Operator as consignee.

3. Indemnity. Depositor shall indemnify, defend, and hold harmless Warehouse Operator and its members, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges and reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, any claim of a third party or Warehouse Operator arising out of or occurring in connection with the Services or from Warehouse Operator's or Depositor's negligence, willful misconduct, or breach of this Agreement (each a "**Warehouse Claim**"). Depositor shall not enter into any settlement of a Warehouse Claim without Warehouse Operator's or Indemnified Party's prior written consent.

4. Access and Release of Goods.

(a) Depositor shall provide Warehouse Operator reasonable advance written notice and instructions (each, a "**Release Order**") if it desires to order any Goods released from the Warehouse. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, Warehouse Operator shall release the requested Goods to Depositor or its designee. Goods may be delivered on instructions by telephone or oral communication, but Warehouse Operator shall not be responsible for loss or error occasioned thereby.

(b) Depositor shall give Warehouse Operator a reasonable time after Warehouse Operator's receipt of Depositor's written instructions to carry out Depositor's instructions to release the Goods to Depositor or its designee. Warehouse Operator may without liability rely on any information contained in any Release Order or other written communication from Depositor. Depositor shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods. A Release Order providing instructions to transfer Goods on the books of Warehouse Operator to any other depositor of goods in the Warehouse will not be effective until such Release Order is delivered to and accepted by Warehouse Operator. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable Goods is made. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date for the transferee will be established effective on the date of transfer.

5. **Transfer of Goods.** Warehouse Operator may move, upon reasonable advance notice to Depositor any Goods in storage from the Warehouse to any of the other storage facilities owned or leased by Warehouse Operator. Warehouse Operator may, with prior notice, move any or all of the Goods from one location within the Warehouse or other warehouse in which the Goods are stored to another location within the same facility.

6. **Warehouse Lien.** Warehouse Operator shall have a lien on the Goods and upon the proceeds from the sale thereof to secure Depositor's payment of all fees, charges and

expenses incurred hereunder in connection with the storage, transportation, preservation, and handling of the Goods, as well as forklift charges and expenses in relation to any other goods whenever deposited with Warehouse Operator by Depositor. Warehouse Operator may enforce this lien at any time, including by selling all or any part of the Goods in accordance with applicable law.

7. Storage and Handling Charges.

(a) Depositor shall pay the storage charges and service fees at the rates set forth in the written price quotation in effect at the time such charges accrue or the Services are performed. All Goods are stored on a month-to-month basis. The Goods are deemed to be received on the date that the Warehouse Operator accepts care, custody, and control of the Goods, regardless of unloading date or the date warehouse receipt is issued.

(b) Handling charges cover the ordinary labor involved in receiving Goods at the warehouse door, placing Goods in storage, and returning Goods to the warehouse door for pickup. Handling charges are due and payable on receipt of Goods. Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by Warehouse Operator in receiving and handling damaged Goods, and additional expenses in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Depositor. Labor and materials used in loading rail cars or other vehicles are chargeable to Depositor. When Goods are ordered out in quantities less than in which received, Warehouse Operator may include an additional charge for each order or each item of an order. The Warehouse Operator shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless Warehouse Operator has failed to exercise reasonable care. Additional charges apply to other specified services at the rates set forth in the written price quote in effect at the time such charges accrue or the services are performed, and will be separately billed as such services are performed.

(c) All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Depositor. Depositor shall be responsible for all such charges, costs, and taxes; provided, that Depositor shall not be responsible for any taxes imposed on, or with respect to, Warehouse Operator's income, revenues, gross receipts, personnel, or real or personal property.

(d) Depositor is subject to and shall pay the minimum storage and handling charge of USD 0.3 per CBM/Day, for the first 3 months of service. The billing rates and service terms are subject to review after every 3 months of service.

(e) If Warehouse Operator pays any lawful transportation charges on behalf of Depositor, then Depositor shall promptly reimburse Warehouse Operator for such charges, and in any case within five [5] business days after receiving an invoice for such charges from Warehouse Operator.

8. Payment Terms.

(a) Depositor shall pay all storage charges for each storage period in advance for (i) the initial month on the first day of storage and (ii) every 30 days from the date of the first storage. All charges for other Services are due and payable on demand. Depositor shall make all payments hereunder in US Dollars. Depositor shall pay interest on all late payments at the rate of 1.5% of the amount due, compounded daily from the date due until paid in full. Depositor shall reimburse Warehouse Operator for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Warehouse Operator does not waive by the exercise of any rights hereunder), Warehouse Operator shall be entitled to suspend the release of any Goods or cease performance of any services if Depositor fails to pay any amounts when due hereunder. In addition, Warehouse Operator reserves the right to require payment in full in cash of all amounts owed by Depositor in advance of the release of the Goods. Depositor shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Warehouse Operator, whether relating to Warehouse Operator's breach, bankruptcy, or otherwise.

(b) If Warehouse Operator in its sole, reasonable discretion determines that Depositor's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Warehouse Operator's other rights, it may without liability or penalty (i) accelerate all amounts due hereunder and (ii) modify the payment terms, including requiring Depositor to make advance payment of all storage charges prior to shipment of Goods.

9. Limited Warranty.

(a) Warehouse Operator shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Warehouse Operator to exercise care with regard to the Goods that a reasonably careful warehouseman would have exercised under the same circumstances. Warehouse Operator is not liable for damages which could not have been avoided by the exercise of such reasonable care.

(b) Warehouse Operator shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods, unless Depositor establishes such loss occurred because of Warehouse Operator's failure to exercise

reasonable care. Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through affirmative evidence that Warehouse Operator converted the Goods to its own use. Depositor shall permit Warehouse Operator to inspect any damaged Goods for which a claim is submitted hereunder.

(c) Warehouse Operator shall not be liable for any breach of this Section 9 unless: (i) Depositor gives written notice to Warehouse Operator of any claim within ten [10] business days after release of the Goods by Warehouse Operator or (ii) Depositor is notified by Warehouse Operator that loss or damage to part or all of the Goods has occurred, as the case may be, reasonably described. No lawsuit or other action may be maintained by Depositor against Warehouse Operator for loss or damage to the Goods unless a timely written claim has been given by Depositor as provided in the previous sentence.

(d) IN NO EVENT SHALL WAREHOUSE OPERATOR'S LIABILITY UNDER THIS SECTION 9 EXCEED (I) THE ACTUAL COST TO REPAIR, RESTORE AND/OR REPLACE ANY DAMAGED GOODS. THE REMEDIES SET FORTH IN THIS SECTION 9 SHALL BE DEPOSITOR'S SOLE AND EXCLUSIVE REMEDY AND WAREHOUSE OPERATOR'S ENTIRE LIABILITY FOR ANY BREACH OF WAREHOUSE OPERATOR'S OBLIGATIONS SET FORTH IN THIS SECTION 9.

10. Limitation of Liability.

(a) IN NO EVENT SHALL WAREHOUSE OPERATOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY DEPOSITOR OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WAREHOUSE OPERATOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, WAREHOUSE OPERATOR'S LIABILITY UNDER SECTION 9 OF THIS AGREEMENT, EXCEED THE TOTAL OF THE AMOUNTS PAID TO WAREHOUSE OPERATOR FOR THE SERVICES RENDERED HEREUNDER.

(b) Notwithstanding the foregoing, Warehouse Operator's limit of liability may be increased upon the Depositor's declaration of higher value, the Warehouse Operator's acceptance thereof, and the payment by Depositor of an additional charge. Depositor acknowledges and agrees that the foregoing is not insurance, and that if Depositor desires that the Goods be insured, that Depositor shall obtain such insurance through its own insurance agent and/or carrier.

(c) In the case of loss or damage to Goods for which Warehouse Operator is not liable, Depositor shall be responsible for all charges incurred in removing and disposing of such Goods, including any environmental clean-up and remediation costs related to such Goods and their removal and disposal.

11. Insurance. The Goods are not insured by Warehouse Operator for the benefit of Depositor against fire or other casualty. Warehouse Operator will not be required to maintain a watchman or a sprinkler system, and Depositor acknowledges that Warehouse Operator's failure to do so will not constitute negligence under Section 9(a) or otherwise.

12. Termination.

(a) In addition to any remedies that may be provided under this Agreement, Warehouse Operator may terminate this Agreement with immediate effect upon written notice to Depositor, if: (i) Depositor fails to pay any amount when due under this Agreement; (ii) Depositor has not otherwise performed or complied with its obligations under any of the provisions contained in this Agreement, in whole or in part; (iii) Depositor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (iv) the Goods are a hazard to other property within the Warehouse or to the Warehouse itself or to persons as a result of the quality or condition of the Goods of which Warehouse Operator had no notice at the time of deposit; or (v) the Goods are about to deteriorate or decline in value to less than the amount of the warehouse lien set forth in Section 6 before the end of the next succeeding storage month.

(b) This Agreement may be terminated by either Party upon 7 working days' prior written notice with or without any cause or reason being given or required.

(c) If this Agreement is terminated for any reason, Depositor shall promptly arrange the removal of all Goods from the Warehouse, subject to payment of all outstanding fees and charges due hereunder. If Depositor does not promptly remove such Goods, Warehouse Operator may without liability remove the Goods and sell the Goods at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Goods (to the last known place of business of the person to be notified) in the manner provided by law. If Warehouse Operator, after a reasonable effort, is unable to sell the goods, it may dispose of them without liability in any lawful manner.

13. Waiver. No waiver by Warehouse Operator of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Warehouse Operator. No failure by Warehouse Operator to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise by Warehouse Operator of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Force Majeure. Warehouse Operator shall not be liable or responsible to Depositor, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Warehouse Operator including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, materials, or telecommunication breakdown or power outage.

If Warehouse Operator has been unable to remove/deliver the Goods due to any reason specified in this Section 14, such Goods shall be subject to storage charges until such Goods are actually removed/delivered.

15. Third-Party Beneficiaries. Except as specified in the next sentence, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to Warehouse Operator shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of Warehouse Operator and the owners, directors, officers, employees, and agents of each of the foregoing. Depositor agrees that Warehouse Operator's members, managers, employees, agents, affiliates, successors, and permitted assigns are third-party beneficiaries of the indemnification provision, Section 3 of this Agreement.

16. Both Parties acknowledge that in the course of rendering the Services, Warehouse Operator or Depositor may disclose to the other, or one Party may come into possession of information as a result of its relationship with the other under this Agreement, respecting such other Party's business affairs or systems. Each party acknowledges that such information is confidential and proprietary ("**Confidential Information**"), and covenants and agrees to keep such information in the strictest confidence, and to take all necessary steps to assure that its employees will keep in strictest confidence all information and not disclose any such information to any third party without the prior written consent of either Party, as appropriate; provided, however, such restriction shall not apply to information which is available to the public or required to be disclosed pursuant to court order or otherwise as required by law. Confidential Information includes, without limitation, any trade secrets, technical data, designs, patterns, formula, process, methods, computer program, source code, object code, or other computer

programming code, manuals, product specifications, or plans for new, revised, enhanced, modified or existing products; operational and functional features and limitations of the Parties' software or other products; any business, marketing, financial, pricing or other sales-related data; information regarding the present or future business products of the Parties; information regarding employees and vendors including contact information, organizational charts, information skill sets, technical and business knowledge, and compensation; and any information concerning the particular needs of clients or customers and their buying patterns, price sensitivities, key decision makers (and the contact information for such individuals), product needs, product specifications, requests for proposals and the responses thereto, and any other proprietary information and know-how of the Party. This covenant shall survive the termination or expiration of the Agreement.

17. Choice of Law and Forum. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the state where the Goods are stored, giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the law courts of the Republic of Kenya, in each case located in the City of Nairobi, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including exhibits and other attachments to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits and other attachments to this Agreement, and the transactions contemplated hereby.

19. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) 3, 7, 8, 16, and 17 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

20. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.



Notice to Warehouse Operator:

MFT Fulfillment Centre Ltd

P. O Box 17254 00100

Saku Business Park, Airport North Road
Nairobi, Kenya.

Notice to Depositor:

21. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable this Agreement in any other situation or jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to give effect to the original intent of the Parties as closely as possible so that the transactions contemplated hereby will be consummated as originally contemplated to the greatest extent possible.

22. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, and signed by an authorized representative of each Party.

23. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that Depositor's rights under Section 9 are Depositor's exclusive remedies for the events specified therein.

24. Assignment. Depositor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Warehouse Operator. Any purported assignment or delegation in violation of this Section 23 shall be null and void. No assignment or delegation shall relieve Depositor of any of its obligations hereunder. Warehouse Operator may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Depositor's prior written consent.

25. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

26. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 19, a signed copy of this Agreement delivered by facsimile or email, or other means of electronic transmission shall be given the

same legal effect as delivery of an original signed copy of this Agreement.

27. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MFT FULFILLMENT CENTRE LTD

Name: _____

Title: _____

Signature: _____

DEPOSITOR NAME

Name: _____

Title: _____

Signature: _____