



TRIPLE EAGLE EXPRESS LTD.

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E-Commerce shipment - indemnification agreement (the “agreement”)

"Customer" means any person at whose request or on whose behalf Company to issue an Air freight Shipping Instruction form to **Triple Eagle Express Limited “TEEL”**

NOW THE “CUSTOMER” HAS AGREED AS FOLLOWS:

1. In the event of “Customer” failure to comply with the advance air cargo manifest requirements as required by the title 19 of the US Code of Federal Regulations (the “U.S. Requirements”), Customer agrees to indemnify and hold “TEEL” harmless from and against:
 - (i) any and all claims of whatever nature, penalties, or fines issued by US Customs or other competent authorities;
 - (ii) any and all claims and losses of whatever nature issued to “TEEL” by third parties; and
 - (iii) any and all related expenses (including reasonable attorney fees) incurred by “TEEL”,all directly arising from such failure.
2. In the event of denied access to the US airspace, impoundment of aircraft in the U.S. or offloading of cargo as a result of “Customer” failure to comply with the U.S. Requirements, “Customer” agrees to pay to “TEEL” any and all claims and losses of whatever nature incurred by “TEEL” (including but not limited to consequential damages such as loss of profit or revenue, loss of use).
3. Unless explicitly amended or terminated by the Parties in writing, this Agreement will prevail over any other agreement entered into or to be entered into between the Parties, prior to or after this Agreement.
4. Customer shall not assign any right or interest under this Agreement. Any attempted assignment in violation of this Article shall be null and void.
5. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of “TEEL” and “Customer” shall be construed and enforced accordingly.
6. This agreement shall be construed in accordance with and governed by the laws of Hong Kong Special Administration Region (HKSAR). The Parties agree that the exclusive place of jurisdiction shall be Hong Kong.
7. Dummy HAWBs are not allowed by US customs and only “real” HAWB info can be submitted to ACE. The customer will be liable for penalty/legal liability incurred by dummy HAWBs submission.