

Terms and Conditions

Twig Logistics Network Services Ltda. (TWIG) is an international and non- exclusive network of independent companies involved in logistics, carriage or agency of cargo.

TWIG owns and operates a database on web platform in which its members, when authorized, may publish the data of their companies and the services they offer, aiming to attract new business inside and outside members, under their unique obligations, responsibilities and liability.

1. Application for membership

Only companies legally established in their respective countries may be members of TWIG. The application form must be accompanied by a copy of the articles of incorporation, full qualification of partners and proof of address. The TWIG may request other documents.

To become a member of TWIG the interested company must be nominated by a member of TWIG regularly active.

Received the application form and the initial documents, the TWIG shall examine under its sole discretion to accept new member. The rejection of the applicant will not result in any right or offense to their physical or moral integrity. TWIG shall not disclose the rejection of any new member.

Once approved the admission of new member, TWIG shall send the approval document and the invoice of first annual membership fee. The effectiveness of the membership will be given only against the first annual fee payment, which must be confirmed by TWIG.

The new member shall withdraw its membership after three (3) days from the payment of the fee, and it will be returned 85% (eighty five percent) of the value of the fee. The 15% (fifteen percent) remaining will be considered as payment of administrative costs, tax and registration fee.

With the payment of the annual fee or its renewal, the member submits and agrees to comply the legal terms and conditions of TWIG.

2. General rules

TWIG is an international network of meeting and dissemination of companies specializing in transportation and freight forwarding. The access to the entirety

content and data information of each member shall be solely and exclusively through username and password system.

The maintenance and upkeep of the username and password is the sole responsibility of each member as well as any information published in the website, exempting TWIG from any liability for the content of the information and the use of tools available.

All members must maintain their registration updated, stating any change in your address, physical or electronic, constitution, corporate structure and the personal representative before the TWIG, being liable for any damage caused to other members or TWIG by the inaccuracy of its information.

All notifications and communications between its members and TWIG must occur exclusively via e-mail, in English. Dispatch to the registered address shall be considered proof of receipt. It is the responsibility of members setting up their Reading devices to accept email communications sent by TWIG.

Members are free to fulfill their profiles, including the information they deem appropriate. But all text and information submitted should be examined by TWIG, which can reject it or modify it, before or after, if not befitting the accuracy or contain offensive words or understanding to people, states, countries, governments or TWIG legal and contractual policy.

The removal of texts already published, shall be proceeded by the subsequent notification to the member, by which the member shall have ten (10) days, from the issuance of the notice, to justify their inclusion or defend itself. TWIG rests entirely with the analysis of the defense and its acceptance.

The TWIG has the right to provide the registration information of its members to business partners or suppliers of products and services related to the transportation and cargo management, targeting new business and benefits to all members.

Except express authorization, members are prohibited from disclosing the registration data or reproduce documents published by other members in any media, even respecting the law. This prohibition does not apply to texts of news reported by mass media. Such news must be fully referenced and indicate the source.

The TWIG will not have any management and will not interfere in negotiations and relationships among its members, who shall act with respect, courtesy and good Faith in communication with each other, aiming to meet as quickly and safely as possible the needs presented by their peers.

The products and services offered between members of TWIG will be subject to private negotiation between participants and must always be founded on clear communication in the chosen language and formal contract, which must contain at least its object, location and currency of payment as well as the obligations assumed by each of the participants.

The TWIG is not responsible for breaches of contracts by insolvency, bad faith, illegal or harmful acts committed by its members in communications, negotiations or social life within and outside the network. In proof of any of the mentioned acts, TWIG shall merely notify the nominated member to submit his defense within 15 (fifteen) days from the issuance of the notice and, if unfounded, to proceed with the elimination of the offending membership.

Any type of document or contract provided by TWIG has the sole purpose of assisting the members in developing its business. However, its use is the sole responsibility and liability of each member.

The TWIG provide seals of quality, reliability, length of membership, among others, to its members in accordance with the fulfillment of the requirements set for the granting of each seal. The seals and their requirements for obtaining are published in specific area of the website. If the member is entitled to a specific seal, it must send to TWIG proof of fulfillment of the requirements for obtaining it. After analysis, the seal will be granted an integral part of the member's profile.

Members disclaim any remuneration for the use of its trademarks within the TWIG's website, which may be disseminated in any part of the website and other kinds of media without any prior request for authorization. The TWIG undertakes not to use the trademarks of its members for purposes of disclosure, credibility and strengthening the network and all its members.

The active members are authorized to publish on their websites, print media and working papers TWIG's trademarks, indicating membership in the network.

All products and services offered by TWIG's partners are the sole responsibility and liability of providers. TWIG has no management or liability for such products and services and exempts itself from any liability for the service or operation of the product.

3. Withdrawal of members

The removal of members from network occur in the following circumstances: [1] express request of the member by written form in the period prior to thirty (30)

days of the renewal of the annual fee; [2] delay of more than 30 (thirty) days from the payment of the annual fee; [3] breach or offense to any of the standards set out herein; [4] any illegal act done by the company or its shareholders; [5] TWIG's disinterest in maintaining effective member by written notification with a minimum period of 30 (thirty) days.

In the event of withdrawal of membership for reasons other than the willingness of the member itself, the exclusion shall be preceded by notification granting 10 (ten) days, from the date when notification is sent, to the member present his defense.

Under no circumstances TWIG shall inform the reason for the exclusion of any member and the use of trademarks must be immediately ceased by both the member and TWIG.

4. Annuity

The service provided by TWIG is not free. Each member must pay the annual fee as exposed in the website.

Annual membership fee covers a period of one year from date of invoice, in which services and access to member will be released through their username and password.

All bank charges for membership shall be paid by the member.

Membership of the TWIG will be automatically renewed for a further period of one year, if the TWIG is not notified in writing of the withdrawal of the member within thirty (30) days prior to completing each year of membership.

The withdrawal of members during the period of one year, whatever the reason, will not entail the right to return the value of the annual fee.

Failure to pay the annuity will prevent the member from having access to their profile, the benefit of partnerships created by TWIG, as well as attending meetings or workshops sponsored by TWIG.

5. Final terms

The TWIG is not responsible or liable for any damages or claims, debts or obligations accept or caused by its members.

In the case of TWIG being liable for any act done or undertaken by its members, the member guilty for the injury shall indemnify the TWIG of all its expenses, losses and damages, including attorneys' fees and legal values, within 10 (days) days, otherwise it

shall be excluded from the network. The exclusion does not prevent the TWIG to claim compensation through any legal procedure applicable to the case.

All terms and applicable rules are governed by Brazilian law.

Any divergence between the TWIG and its members must be solved in the Forum of Belo Horizonte (MG), Brazil, excluding any other however beneficial it may be.