Acting as exporter within the meaning of article 1 (19)(b)(ii) of Delegated Regulation (EU) 2015/2446 as modified by the Delegated Regulation (EU) 2018/1063

The undersigned:

1. **Client**

Company Name	DIVA Laboratories. Ltd.
Address	9F., No.351, Sec. 2, Zhongshan Rd., Zhonghe District ,
Postal Code, Place	235029 New Taipei City
Country	Taiwan
Chamber of Commerce	
Tax Registration No.	NL824280969B01
EORI No.	NL824280969
Represented by	
Position of Representor	

Herein referred to as Seller

and

2. **Forwarding Agent**

Company Name	Top Group International B.V.
Address	Tradeboulevard 3
Postal Code, Place	4761 RL Zevenbergen
Country	The Netherlands
Chamber of Commerce	24319943
Tax Registration No.	NL809721016B01
EORI No.	809721016
Represented by	
Position of Representor	

Herein referred to as Forwarding Agent

hereinafter referred to jointly as Parties, and each separately as Party,

take into account that

A. The Client wishes to transport goods outside of the customs territory of the European Union:

B. The Client does not meet the requirements set out in article 1 paragraph 19 sub b of the Delegated Regulation (EU) 2015/2446 as modified by the Delegated Regulation (EU) 2018/1063, annexed to the Union Customs Code.[1] As the Client is unable to fulfil the role of exporter, to this end it is forced to appoint a third party that can fulfil the role on its behalf;
C. The Forwarding Agent is a service provider which is involved, among other activities, in dealing with customs declarations and customs formalities on behalf of other parties;
D. The Client commissions the Forwarding Agent to act as exporter on its behalf, at its expense and risk;
E. The Forwarding Agent is prepared to accept the assignment as exporter, at the Client's expense and risk and within the meaning of **article 1 paragraph 19 sub b under ii** of the Delegated Regulation (EU) 2015/2446 as modified by the Delegated Regulation (EU) 2018/1063, annexed to the Union Customs Code;
F. The Parties wish to set out in writing the conditions under which the Forwarding Agent shall act as exporter on behalf of the Client;

The Parties declare that they have reached the following agreements:

Article 1. Nature of the agreement

1. The Client instructs the Forwarding Agent to act on its behalf as exporter, at the Client's expense and risk, within the meaning of article 1 paragraph 19 sub b under ii of the Delegated Regulation (EU) 2015/2446 as modified by the Delegated Regulation (EU) 2018/1063 annexed to the Union Customs Code (Regulation (EU) no. 952/2013), at the agreed price.
2. This assignment applies to consignments of goods presented to the Forwarding Agent by the Client or on its behalf by third parties, in writing which includes electronically, and includes all activities and communications that have to be performed by the exporter in relation to the customs procedure for export, pursuant to the Union Customs Code, as referred to in article 1 paragraph 19 of the Delegated Regulation.
3. The Client must ensure independently and on its own initiative that the export of the goods is not restricted, subject to conditions or prohibited pursuant to applicable international, EU or national legislation, including but not limited to: export control and/or sanction regulations and product regulations. The Client shall inform the Forwarding Agent of the results of this investigation in writing, no later than at the time of the assignment being given in respect of the goods to be exported. The Client is obliged to provide the Forwarding Agent with all requisite information and documentation (including, but not limited to, export licences, goods classification, destination, addressee, end user and end use), that is required to be able to carry out the assignment in accordance with the applicable legislation. The Client guarantees that this information and documentation is correct, entirely valid, genuine and in no way whatsoever, misleading.
4. The Forwarding Agent is at all times – irrespective of the reason – entitled to refuse the Client's individual assignments, stating the reasons for this.

[1] Article 1 paragraph 19 Delegated Regulation (EU): " *exporter: a) a private individual carrying goods that shall leave the customs territory of the EU, when these goods are part of his personal luggage; b) in other cases, when a) does not apply: i) a person established in the customs territory of the EU who has the authority to decide and has decided that the goods shall leave that customs territory;* ***ii) when i) does not apply, any person established in the EU customs territory who is a party to the agreement under which goods shall leave that customs territory;***".

Article 2. Liability and Collateral

1. Insofar as the provisions in this article do not stipulate otherwise, article 11 of the Dutch Forwarding Conditions applies to the liability of the Parties.
2. By way of derogation from article 11.2, the Forwarding Agent is not liable for any damage suffered by the Client, except in the case of intent or wilful recklessness on the part of the Forwarding Agent.
3. By way of derogation from article 11 paragraph 7, damage expressly includes all damage – including but not limited to material damage, immaterial damage, consequential damage, fines, interest, costs and other loss relating to inspections, enforcement, investigation and prosecution, negative publicity, loss of profit, as well as penalties and forfeitures, including consequences due to acting as exporter in accordance with this agreement, non-clearance or tardy clearance of customs documents and claims on account of product liability and/or intellectual property rights – that the Forwarding Agent suffers directly or indirectly as a result of (amongst other things) the Client failing to comply with any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident within the Client's scope of risk, as well as a result of the fault or negligence in general of the Client and/or its employees and/or third parties called in or engaged by the Client, irrespective of whether the damage ensues from claims by the government or third parties.
4. The Client shall indemnify the Forwarding Agent at all times from third party claims, including employees of both the Forwarding Agent and the Client, relating to or ensuing from the damage referred to in the previous paragraph.
5. If and insofar as the Forwarding Agent, its employees or third parties engaged by it within the scope of this agreement is/are held liable or prosecuted by any government, the Client is obliged to cooperate fully with the Forwarding Agent, its employees or third parties engaged by it within the scope of this agreement and provide all cooperation, information and documents that are or may be of importance within the scope of the liability claims or prosecution, including, but not limited to, substantiation, defence or the provision of information.
6. On behalf of the Forwarding Agent, the Client will provide a bank guarantee amounting to at least € 5000,00 to be transferred to Top Group International B.V. at Abn Amro Bank Iban no. NL60 ABNA 0433 6756 16 under reference no. Exporter Bond /Company Name/GFR VAT no. This bank guarantee serves as collateral for the benefit of the Forwarding Agent in respect of the Client's liability that ensues from this agreement and the Dutch Forwarding Conditions governing this agreement.
7. We reserve the right to request an appropriate higher bond value based on the actual sales amount generated on your NL VAT number for the previous 12 months accordingly.

Article 3. Duration and termination of the agreement

1. This agreement applies as from the date it is signed and is valid for an indefinite period of time.
2. Either of the Parties can give notice of termination of this agreement by registered letter, on the first day of the month, taking into account a notice period of at least 1 month.
3. The provisions in this agreement, insofar as they are relevant in relation to the fulfilment of obligations required by the authorities and in respect of the Client's liability vis-a-vis the Forwarding Agent, shall continue to apply even after termination of the agreement.

Article 4. Applicable General Terms and Conditions

1. The Dutch Forwarding Conditions apply to this agreement in the version applicable at the time of signature of this agreement. The Dutch Forwarding Conditions are appended to this agreement and form an integral part of it (appendix A, also seewww.fenex.nl/fenex-voorwaarden).
2. By signing this agreement, the Client declares that it explicitly and irrevocably accepts the applicability of the Dutch Forwarding Conditions and that it has received the aforementioned appendix, dated:…….

…… (*signature*)
Full Name

Article 5. Period of limitation

1. By way of derogation from article 20 paragraph 1 of the Dutch Forwarding Conditions, the period of limitation of all claims vis-a-vis the Client shall be 5 years.

Article 6. Choice of law and arbitration

1. This agreement shall be governed by Dutch law.
2. All disputes that arise from or that are connected with this agreement and the assignments to be given in this context, shall be settled exclusively by arbitration in accordance with the FENEX Rules of Arbitration in the Forwarding Agent's place of establishment.

Agreed upon and signed in duplicate in,

Client, legally represented by:

Full Name		Signature (and stamp)
Position		
Date		
City/Country		

Forwarding Agent, represented by:

Full Name		Signature (and stamp)
Position		
Date		
City/Country		