

AMENDMENT / ADDENDUM NO. 1

to the Service Agreement for Logistics Operations through Unit inside NSBP-FTWZ, JNPA SEZ

Document	Pioneer Shipment Phase Addendum
Client	Swintra Ventures Pvt. Ltd.
Service Provider	R. E. Rogers India Pvt. Ltd.
Purpose	Phase 1 limitation for SWISS WINE INDIA / TEPA.swiss® Pioneer Shipment

This Amendment / Addendum No. 1 ("Addendum") is entered into between:

R. E. ROGERS INDIA PVT. LTD.	SWINTRA VENTURES PVT. LTD.
as Service Provider	701-B, Churchgate Chambers 5 New Marine Lines Mumbai 400020, Maharashtra, India IEC: ABPCS9604P GST: 27ABPCS9604P1ZC as Client

The parties are together referred to as the "Parties". This Addendum forms an integral part of the Service Agreement for Logistics Operations through Unit inside NSBP-FTWZ, JNPA SEZ, Jawaharlal Nehru Port Authority SEZ, Maharashtra, India ("Service Agreement").

In case of conflict between this Addendum and the Service Agreement, this Addendum shall prevail for the SWISS WINE INDIA Pioneer Shipment phase.

1. Background and Purpose

The Parties acknowledge that the initial engagement relates to the SWISS WINE INDIA / TEPA.swiss® Pioneer Shipment, being the first controlled shipment of Swiss wine products to India for registration, compliance validation, FTWZ process validation, customs handling, temperature-controlled logistics validation, and market-entry preparation.

The Parties further acknowledge that this first shipment is not yet intended to constitute a long-term warehousing, restocking, fulfilment or distribution operation.

The Service Agreement and Annexure I remain suitable as the operational basis for FTWZ services, including airport-to-FTWZ movement, FTWZ entry formalities, storage, customs documentation, outbound handling and related services. However, the Parties agree that the first shipment shall be treated as a separate Phase 1 Pioneer Shipment.

2. Phase 1 Scope

The Phase 1 scope shall be limited to the first SWISS WINE INDIA Pioneer Shipment and shall include, as applicable:

- a. air import handling of wine products;
- b. airport handling and transshipment formalities;
- c. temperature-controlled movement from airport to FTWZ, where applicable;
- d. FTWZ entry formalities;
- e. FTWZ storage, including reefer or temperature-suitable storage as agreed;
- f. customs and documentation support;
- g. registration-related holding;
- h. value-added services only upon written instruction by Swintra Ventures Pvt. Ltd.;

- i. outward movement, DTA release, re-export, destruction, transfer or continued storage only upon written instruction by Swintra Ventures Pvt. Ltd.

For clarity, the initial shipment is expected to consist of Swiss wine products shipped by air freight, with final quantities and shipment details to be confirmed through the applicable shipping and customs documentation.

3. No Long-Term Commitment During Phase 1

Notwithstanding any contrary provision in the Service Agreement, the Parties agree that during Phase 1:

- a. the minimum one-year lock-in period shall not apply to the Pioneer Shipment;
- b. the six-month termination notice shall not apply to the Pioneer Shipment;
- c. no long-term warehousing, restocking, fulfilment, inventory management or distribution-support commitment shall arise from the Pioneer Shipment;
- d. any broader ongoing FTWZ, restocking, inventory, fulfilment or DTA release model shall require separate written confirmation by both Parties after completion of the registration and validation phase.

The Parties agree that the Pioneer Shipment is a registration and validation phase and that any Phase 2 continuation shall be subject to commercial, regulatory and operational confirmation.

4. Deposit and Storage Advance

For the Pioneer Shipment, any deposit, advance or storage prepayment shall be limited to shipment-specific charges, statutory costs, agreed service charges, or the minimum applicable storage charges under Annexure I or any separately confirmed written quotation.

The six-month storage deposit referred to in the Service Agreement shall not apply to the Pioneer Shipment phase unless expressly agreed in writing by Swintra Ventures Pvt. Ltd.

Swintra Ventures Pvt. Ltd. shall remain responsible for agreed charges for services actually rendered, statutory charges, applicable taxes, storage charges for cargo actually held, and other charges expressly confirmed in writing.

5. Registration and Regulatory Timelines

The Parties acknowledge that wine registration, FSSAI procedures, customs processing, excise-related steps, authority review, documentation requirements and other regulatory procedures may be uncertain and may extend beyond initial estimates.

Such delays shall not create any additional long-term commitment by Swintra Ventures Pvt. Ltd. beyond:

- a. agreed shipment-specific service charges;
- b. statutory charges, duties, taxes and reimbursable costs lawfully applicable;
- c. applicable storage charges for cargo actually held;
- d. any other charges expressly approved in writing by Swintra Ventures Pvt. Ltd.

R. E. Rogers India Pvt. Ltd. shall continue to support the Client with commercially reasonable customs, FTWZ and documentation support during such registration-related holding period, subject to applicable law and agreed charges.

6. Instructions for Cargo Handling

Any release, transfer, DTA movement, dispatch to buyer, re-export, destruction, continued storage or other disposition of the Pioneer Shipment cargo shall require prior written instruction from Swintra Ventures Pvt. Ltd.

R. E. Rogers India Pvt. Ltd. shall not release or dispatch the Pioneer Shipment cargo to any third party without written instruction from Swintra Ventures Pvt. Ltd., except where required by law, customs authorities, SEZ authorities or other competent authorities.

7. Insurance Clarification

The Parties agree to clarify the insurance responsibility for the Pioneer Shipment in writing before or upon cargo arrival.

Unless otherwise agreed in writing:

- a. risk and insurance responsibility shall remain with the owner of the goods / Swintra Ventures Pvt. Ltd.;
- b. any insurance arranged by R. E. Rogers India Pvt. Ltd. shall be subject to prior written confirmation and reimbursed by Swintra Ventures Pvt. Ltd.;
- c. no subrogation claim shall be made against R. E. Rogers India Pvt. Ltd. except in cases of gross negligence or wilful misconduct, consistent with the Service Agreement and Annexure I.

8. Phase 2 Continuation

After completion of the Pioneer Shipment registration and validation phase, the Parties may mutually agree in writing to continue into a broader Phase 2 operating model covering, as applicable:

- a. restocking;
- b. ongoing FTWZ storage;
- c. inventory management;
- d. DTA release;
- e. fulfilment support;
- f. distributor or buyer dispatch;
- g. long-term warehousing;
- h. other related logistics and customs services.

No Phase 2 commitment shall be deemed agreed unless confirmed in writing by both Parties.

9. No Waiver of Existing Obligations

Except as expressly amended by this Addendum, all other terms of the Service Agreement shall remain unchanged and in full force and effect.

For clarity, Swintra Ventures Pvt. Ltd. remains responsible for agreed charges, statutory charges, applicable taxes, customs-related costs, storage charges for cargo actually held, and other amounts payable under the Service Agreement and Annexure I, provided such charges are applicable to the Pioneer Shipment and/or approved in writing where required.

10. Order of Precedence

In case of inconsistency between the following documents, the order of precedence shall be:

- 1. this Addendum;
- 2. any shipment-specific written quotation or written instruction accepted by both Parties;
- 3. Annexure I / Schedule of Charges;
- 4. the Service Agreement;
- 5. operational correspondence and routine instructions.

11. Governing Law and Jurisdiction

This Addendum shall follow the governing law and jurisdiction provisions of the Service Agreement, unless otherwise agreed in writing by the Parties.

12. Signatures

This Addendum may be signed in counterparts and exchanged electronically. Each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

For R. E. ROGERS INDIA PVT. LTD.

For SWINTRA VENTURES PVT. LTD.

Name: Sudhir Dhavan	Name: Vikram Bhatnagar
Designation: Director	Designation: Director
Date: 27.06.2026	Date: 27.06.2026
Signature / Stamp:	Signature / Stamp: 