



I. Term of Agreement.

This agreement shall be effective on the date of execution and continue through the next successive twelve month period ending on the last day of the month after the first anniversary day, and except as otherwise provided in Section VIII below, this agreement shall be automatically renewed on a yearly basis thereafter.

II. Responsibilities.

- 1) Each party agrees to work diligently and with its best efforts to promote and solicit additional freight forwarding customers and services.
- 2) Each party agrees to conduct its business and regulate its habits so as to maintain and to increase the good will and reputation of itself and the other party, and the parties agree to conform to and abide by all laws, licenses, rules and regulations, and code of ethics that are binding upon or applicable to freight forwarders.
- 3) Each party shall be responsible to maintain sufficient office staff and equipment in order to promote and provide freight forwarding services.
- 4) Each party shall maintain all licenses required to be maintained in the industry and shall maintain adequate insurance, to conduct its business. Upon request, one party must provide to the other proof of the existence of adequate licenses and insurance.
- 5) Each party agrees to hold the other harmless and to pay all costs and fees, including reasonable attorneys fees, in the event one party is required to respond to damages by reason of any misrepresentation, unauthorized promise, statement, or act made during the course of this agreement with any said party or any other action pursuant to the responsibilities under this agreement.
- 6) Except as otherwise specifically set forth in this agreement the one party shall have no authority to sign on behalf of the other party any contract or other instrument except such as is authorized in writing. One party shall have no authority to bind the other party by any promises or representations, unless the same shall have been previously and specifically authorized in writing by the other for a specified transaction. One party shall not be liable for the acts of the other party in the performance of the party's duties, except for acts caused directly by the party.
- 7) Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

III. Documentation.

Each party agrees to forward to the other copies of all shipping documentation, debit / credit note if have, upon said documentation is prepared otherwise specified.

Each Party will take full responsibility for shipper's claim and cargo value, if any side releases the cargo to consignee without receiving original House Bill of Lading. (This rule than to be valid vice versa (means for both parties)).



IV. Operation.

- 1) Each party agrees, operation can be handled by each party's branch offices (updating office list should be provided in time each other) directly and/or through each party's head office to co-ordinate; however, all finance related settlements must be communicated / done through each party's head office only.
- 2) All communications to be responded in 8 working hours.
- 3) All sales leads to be reported in 2 working days.

V. Profit sharing.

- 1) Each party will share profits on freight charges of ocean and/or air only. Each party won't share any profits on local handling, and/or trucking, and/or customs related charges.
- 2) Profit shall be shared 50/50 (fifty/fifty) if sales lead, routing orders/nomination cargoes and/or if one party use the other party service contract for booking with steamship lines directly (not co-load) as net buying rates. But the minimum profit should be USD50/tue. (can be negotiate from time to time)
- 3) For nomination cargo / routing order, freight profit will be shared 50/50. Nomination party will pay US\$50.00/tue to handling party if 50% freight profit sharing below US\$50.00/tue. (can be negotiate from time to time)
- 4) Freehand shipment means sending agent can secure freight by own, no matter collect or prepaid, the profit will be not share with receiving agent.

VI. Settlement.

- 1) Each party accounting department will confirm each-other account monthly statement by the end of each month.
- 2) Each party agrees all the finance related settlement will be through account monthly statement instead of debit / credit note and/or invoice.
- 3) The balance will be wired out (by T/T) within 5 working days upon account monthly statement confirmed, and the wired (T/T) copy should be sent to the receiving party for payment evidence reference.
- 4) Both parties have agreed to set a statement deadline as USD2,000 (2,000 US dollars), for statement over the mutually agreed deadline USD 2,000, it should be settled right away. If monthly settle amount is not over USD 2,000, it will be count to following monthly statement. In case, total amount is not over USD 2,000 on the date of 25th of the third month, it still needs to settle and arrange wire, no matter how much it is.
- 5) All bank charges happening at beneficiary side for fund remittance are at beneficiary's account.
- 6) If transfer amount below USD 500, the cost of transfer will be receiving agent's account.



VII. Termination of Agreement.

- 1) This contract and the association created hereby may be terminated by either party hereto, at any time upon 90 days written notice given to the other, but the rights of the parties to any fees which accrued prior to said termination date shall not be divested by the termination of this contract.
- 2) After the termination of this contract, one party can not use any information gained from the files or business of the other party as its own advantage, or as the advantage of any other person, or corporation.
- 3) Upon termination of this agreement, both parties shall provide to the other a written status of any pending contracts and/or financial issues if have.

VIII. General

- 1) The prevailing party in any action to enforce this agreement shall be entitled to recover any and all fees in enforcement, including reasonable attorneys fees.
- 2) Any notice required or permitted to be given under this agreement shall be sufficient if in writing, and if sent by tele-fax to its principal office in the case of either party.
- 3) The waiver by either party of a breach of any provisions of this agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 4) This agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modification shall be binding unless stated in writing and signed by both parties hereto.
- 5) This agreement shall be binding and shall unsure to the parties hereto, their respective heirs, representatives, successors, assigns, subsidiaries and branches.
- 6) This agreement shall not be considered to any OHBL (ocean house bill of lading) issuance that needs to sign separate agreement for OHBL using.

IX. Law and Jurisdiction

This agency agreement and relations between both parties shall be governed in accordance with the law and jurisdiction of the country of the party bringing the legal action.