

## AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is made on \_\_\_\_\_, \_\_\_\_\_ by and between Global Freight Group members, collectively a network of global forwarding/logistics companies, having its principal place of business at 1343 Terrell Mill Road #200 Marietta, GA 30067 (hereinafter "GFG") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter "AGENT").

### WHEREAS

The parties are freight forwarders licensed respectively in each jurisdiction necessary to provide transportation and logistics services and wish to develop freight traffic for the benefit of other GFG members, and to provide for the promotion and sale of international sea/air cargo transportation, handling, delivery and clearance of cargo consignments. All parties will use the services of the other to perform those activities, and settle accounts between them, in connection with transportation arranged by a party for its own clients, on the following terms and conditions;

#### **1. APPOINTMENT.**

- a) Each GFG member hereby appoints all other GFG members its agent to handle international transportation business involving cargo movements by ship, truck or air, or any combination of these modes, in a designated territory.
- b) This appointment shall not authorize any GFG member to use another GFG member's shipping documents without express written authorization.

#### **2. OBLIGATIONS.**

- a) The parties agree to cooperate and assist each other in the aspects connected with international freight forwarding service, to/from countries as defined in each particular shipment.
- b) The parties agree to promote transport business by ground/sea/air in compliance with Customs and local agency rules, regulations and formalities, and each member will do its best to provide the other marketing leads, sales information, etc. for the purpose of furthering additional business.
- c) The parties agree to negotiate the best possible freight rates for the services provided by that party, and shall advise these rates, and any revisions thereto, to the other party without delay. Rates must show the currency in which they are quoted. Each party will endeavor to notify the other in writing of any changes in rates, however,

all rates should be reconfirmed and verified prior to booking.

- d) The receiving party shall be responsible for collection of all necessary documents, releases and endorsements as per shipping agent's instructions. Under no circumstance may cargo pick-up and/or delivery be made without collection of the required documents, unless alternative written instruction is obtained from the Bill of Lading issuing party, prior to cargo delivery. The receiving party shall be fully responsible for all consequences, liabilities and full cargo value of the respective consignment for failure to collect the appropriate documents prior to cargo delivery. The receiving AGENT shall record, maintain and keep at disposal of the other party the required documents, including the original duly endorsed House or Master Bill of Lading Air Waybill, as the case may be, collected by the receiving AGENT.
- e) The receiving AGENT shall collect freight (freight collect shipments) and related charges, specified by the sending party, prior to cargo delivery to the respective consignee unless otherwise agreed to in writing by the sending party. The receiving AGENT will be held responsible for failure to collect all applicable freight and charges before cargo delivery.
- f) Upon receipt of shipment, the receiving AGENT shall make certain that freight and documentation are in good order, including packaging, and if shortages or damages are noticed, the receiving AGENT shall endorse the carrier's receipt accordingly and immediately notify the Sending party. The receiving AGENT shall also process a claim in accordance with paragraph 3 of this Agreement, unless the parties agree that the claim shall be filed by the originating party.
- g) AGENT acknowledges that as a condition of membership in GFG, AGENT accepts the terms and conditions of the membership application, the By-laws of the group, the code of ethics, and any other rules and regulations, as published or modified.

### **3. CARGO CLAIMS.**

- a) If any notice, information or claim is received by either party, or its servants or agents, that any shipment or cargo has been damaged, lost, short-landed or in any way affected, which may give rise to claims or liabilities, the receiving AGENT shall provide all necessary information to the sending party within 24 hours from the time of damage/loss acknowledgement. If the loss/damage or expense is caused by mistake/fault of the receiving AGENT, the receiving AGENT shall be liable for such loss/damage or expense.
- b) No party, nor its agents or servants, shall admit liability on behalf of the other party without the written approval of that other party.

**4. AGENT'S COMPENSATION.** Agent's compensation for performing its duties under this Agreement shall be agreed between the individual members for each shipment or business. The compensation shall be either a percentage on the profit or an handling fee.

**5. DOCUMENTATION.** Use of transportation documentation of the other party without written authorization from the other party is prohibited. Each party is solely liable for any and all consequences resulting from any use of the other party's transportation documentation contrary to the terms of this agreement, and shall indemnify and compensate the other party for all loss or damages caused by such use and arising from third party and/or government claims, suits, awards, etc..

**6. ACCOUNTING AND PAYMENT.**

a) Statement of account. The parties will use their best efforts to provide the other party with timely invoices for services rendered. The counter-party shall check and immediately inform of any discrepancies on invoices received.

b) Remittance/settlement of outstanding balance. It is mutually agreed that payments will be made within thirty (30) days following receipt of an invoice for services rendered. The payments will be made in the same currency as the invoice. Different payment terms and/or credit terms may be requested and agreed to by and between the parties.

**7. DURATION/TERMINATION.** This Agreement shall be effective for a period of one year from the commencement date and shall be renewed automatically for additional one year terms, unless either party terminates it in writing at least thirty days prior to expiration.

**8. NON-COMPETE CLAUSE.** AGENT agrees that during the term of this Agreement and any renewals thereof, and for a period of three years thereafter, it will not call on, solicit, take away or provide service for any GFG customers with whom AGENT became acquainted during the term of this Agreement.

**9. CONFIDENTIALITY.** During the period of this Agreement and any time thereafter, neither party shall communicate to any third party, either directly or indirectly, the terms of this Agreement, or disclose any information received or learned in connection with this Agreement such as the names or addresses of any of the customers of GFG and any rate/freight applied to or paid by the other party or any other information pertaining to them.

**10. INDEPENDENT BUSINESS.** Each party warrants and represents that is a lawfully licensed freight forwarder and satisfies all insurance and bonding requirements. This Agreement does not make either party an agent (except to the extent specifically set forth herein), a legal representative, joint venture, or partner of the other for any purpose whatsoever. It is understood between the parties hereto that each party is to act as an independent contractor and is in no way authorized to make any contract, warranty or representation on behalf of the other, or to create any obligation expressed or implied on behalf of the other.

**11. INDEMNIFICATION.** Agent agrees to indemnify GFG and its members, as third party beneficiaries of this Agreement, against any and all liability, loss, damages, costs, claims, fines, penalties, and all expenses, including but not limited to attorneys fees, which GFG and members may hereafter incur or be required to pay by reason of any claims by any third party, court or government agency award, determination or decision arising from any activity directly or indirectly attributable to AGENT. In the event that any action, suit or proceeding is brought against the GFG or its members, AGENT, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the GFG or its members. In the event that GFG and/or its members are required to pay any fines, penalties, damages or any other sums, due directly or indirectly to the actions of the AGENT, the AGENT agrees to fully indemnify the GFG and its members for such amounts due.

**12. GOVERNING LAW/DISPUTE RESOLUTION.** Any controversy, claim or dispute arising under this Agreement, or any breach thereof, shall be settled by and between the members. The members may also, by mutual consent, jointly request an opinion of the GFG Board of Directors. In such case the decision of the Board shall be binding on the members.

**13. AMENDMENTS/NOTICE.** This Agreement may not be amended or modified in any way except by mutual agreement, in writing, signed by both parties. Unless otherwise agreed, any notice under this Agreement shall be sufficient if sent by registered letter, or email/fax, receipt acknowledged.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall be considered one and the same instrument. The current accepted Membership Status document of the Global Freight Group shall constitute the list of parties to which this agreement applies, excepting any who have not themselves signed this agreement.

This Agreement shall take effect when duly signed by the authorized of the concerned parties.

On behalf of AGENT

On behalf of GLOBAL FREIGHT GROUP

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

by: \_\_\_\_\_

Title: \_\_\_\_\_