

AGENCY AGREEMENT
(NON EXCLUSIVE)

(Name of agent)

(Company address)

(Tel No.):(Fax No) :(E-mail :).....

Between

Hereinafter known as

And

TTL Shipping and Logistics,
P.O Box. 16783, Warehouse No. RA07/AA01, Jafza LIU 15
Jebel Ali Free Zone, Dubai, U.A.E
Phone : +971 4 8870544 Fax_ +971 4 8870533 E-mail : info@ttl.ae

Hereinafter known as "agent"

Both parties are engaged in International Freight Forwarding & Logistics Business and mutually agree to the following:

Part 1: Responsibility

..... and agent agree to represent the other party as agent in and United Arab Emirates (UAE) to handle all assignments from or to and United Arab Emirates (UAE) as following:

- 1.1) Agent and shall provide clear written instruction for all shipments being nominated to each other.
- 1.2) To ensure both freight and documents are in good order upon acceptance at destination, and to report any discrepancies, shortages or damages to the carrier's agent and also preparing preliminary notice of claim, wherever appropriate.
- 1.3) In the event goods are consigned to the order of bank, both parties agree to withhold cargo until appropriate bank issues the original bank guarantee or original House Bill of Lading/Combined Transport Bill of Lading from consignee is received. Any form of written guarantee given either by the consignee or the shipper is un- acceptable and therefore cargo should not be released.
- 1.4) Routing orders have to be followed up immediately and sales leads have to be given due attention replied promptly.

1.5) Both parties agree to provide the each other applicable net/net ocean freight, airfreight, and all other charges per shipment basis and sell rates should be communicated to each other and profit to be split 50-50 or as agreed upon.

1.6) To avoid all additional/extra charges such as demurrage, detention, storage etc, it is the responsibility of both parties to clearly define each other's responsibility and agree to send the shipment details to each other by e-mail or by post and in the event of consignee or shipper or notify party does not take delivery of the cargo beyond 30 days of arrival, and agent must intimate each other within 24 hours. If either of them fails to send the shipment details to corresponding agent, then exporting agent has the right and refuse to pay or share any storage, demurrage and Terminal Handling charges in the event of consignee or shipper does not take delivery of the cargo.

1.7) Both parties agree to provide shipping documents to each other within 3-7 working days after vessel departure. The shipping document should include the copy H B/L, O B/L, TLX, Cargo Manifest, Debit or Credit Note. For all airfreight consignments shipping documents should be provided on the same day of flight departure.

1.8) Shipments will be covered by House Bill of Lading/Combined Transport Bill of Lading issued by Unitex or agent acting as carrier.

1.9) and agent agree to release cargo to consignee or the notify party against original House Bill of Lading or Combined Transport Bill of Lading or bank guarantee letter. If either or agent releases the cargo without the original House Bill of Lading or Combined Transport Bill of Lading or original bank guarantee letter the concerned party shall be legally liable to pay all the duties, expenses, claims incurred on the shipment.

1.10) The agent should act/perform strictly in conformity with instructions provided by the principal. The agent should send a written advice to principal within reasonable time and take approval for any additional service and related charges for that particular shipment that were beyond the scope of work initially agreed upon between both parties.

1.11) All short shipment /missing packages and damages if any to cargo should be notified to other party within 24 hours of discovering the same and to confirmed in writing, and substantiated by documents issued by relevant authority (such as shipping lines , international inspection agencies and so on) along with photographs for future claim. Both parties agree to assist each other in the processing of claims with airlines/carriers.

1.12) For all routing orders received by both parties, if customer has given a specific request to issue Pre-dated B/L, or agent should get this confirmation in writing on the letter-head of the customer duly signed and stamped by authorized signatory. If or agent issues Pre-dated B/L without the written request from the customer the party at fault will take full responsibility of all consequential loss or damages if any arising thereof. If Or agent has written confirmation from the customer, the confirming party shall will take full responsibility of any consequential loss damages arising thereof.

Part 2: Settlement of account

2.1) Both parties agree to send the Statement of Account (SOA) by e-mail to each other before 10th of every month. Unitex and agent agree to clear any dispute on the rates agreed by debit note or credit note before 25th of every month and settle total outstanding amount as in SOA before the end of each month.

Example: say if the all the shipments executed between 01-31/July, 2011, both parties agree to send the SOA to each other before 10th of August 2011 and settle the full amount of SOA before 31st Aug 2011.

..... and agent agree that party which executed the shipment and extended the credit terms has the right to hold the cargo until all overdue payments are settled as per agreed terms. Both and agent agree that party that defaulted on payment shall be responsible for all charges such as storage, demurrage and legal claims from the shipper, consignee etc arising as result of cargo being detained.

2.2) Credit limit and settlement of account for air freight shipments:

..... and agent agree to set a credit limit of USD25,000.00 per month for air freight shipments.. Both parties agree to send the Statement of Account (SOA) by e-mail to each other before 10th of every month also agree to settle all total outstanding amount as in SOA before end of each month as per example cited above. Both parties agree to settle payment related to all air freight shipments within 15 days of flight departure if the air freight invoice amount is over and above **USD25,000.00** per shipment or the difference in air freight invoice amount exceeding the credit limit agreed per month.

..... and agent agree that party which executed the shipment and extended the credit terms has the right to hold the cargo until all overdue payments are settled as per agreed terms. Both and agent agree that party that defaulted on payment shall be responsible for all charges such as storage, demurrage and legal claims from the shipper , consignee etc arising as result of cargo being detained

2.3) Credit limit and settlement of account for sea freight biz:

..... and agent agree to set a credit limit of **USD25,000.00** per month for sea freight biz. Both parties agree to send the Statement of Account (SOA) by e-mail to each other before 10th of every month. Both Parties agree to settle all outstanding amounts as in SOA before the end of each month. Both parties agree to settle difference amount (over and above the agreed credit limit perm month) for any single sea freight shipment immediately on submission of the invoice.

..... and agent agree that party which executed the shipment and extended the credit has the right to hold the cargo until all overdue payments are settled as per agreed terms. Both and agent agree that party that defaulted on payment shall be responsible for all charges such as storage, demurrage and legal claims from the shipper, consignee etc arising as result of cargo being detained

2.4) Item 2.1 to 2.3 will be valid only for regular shipment, and for all other shipments involving high freight outlay, payment terms should be separately agreed upon and failure to settle the payment by their party will result in cargo getting detained.

2.5) and agent agree to settle all payments either by the Banker's cheque or 'Partner Pay' system through WCA network for all payment exceeding USD500.00

2.6) and agent agree that bank charges of remitting bank will borne the sender and receiving bank by the beneficiary.

2.7) Office should settle all the outstanding payments between Andoffice directly with the agent.

2.8) The currency for settling all payments will be US Dollar

Part 3: Terms for co-operation

..... and agent agree with below co-operation terms:

3.1 Both parties agree that for all free hand export shipments there will be no handling charges payable to either side.

3.2) Both parties agree for 50/50 profit share on all sales-lead and routing order shipments and telex release charges payable to the party executing the shipment and getting the BL issued.

Part 4: Insurance

4.1) Both parties warrant they remain valid, current carrier liability coverage for consolidations and FCL, LCL and Air shipments covered by House Bills of Lading or Combined Transport Bills of Lading.

Part 5: Bill of Lading

5.1) Shipments will be covered by either House Bill of Lading or Combined Transport Bill of Lading clauses issued by or agent acting either as carrier or as agent of the other party.

5.2) In case of loss and/or damages if these risks are covered under cargo insurance taken by shipper or consignee, and agent will process claim on behalf of beneficiary of cargo and insurer. If shipment is not covered by cargo insurance requested by shipper and/or consignee of goods, and agent will provide the proper support to the shipper or consignee to process such claim against last carrier when loss or damage noted.

Part 6: Termination

6.1) This agreement may be terminated by either party 30 days after receipt of written notice sent via registered mail or courier.

Prior to termination of this agreement coming into effect both and TTL shall settle all dues payable to each other as per "Statement of Account."

6.2) Both parties agree to inform the other party promptly of any change or modification in the scope of its corporate business, and/or anything related to liquidation, bankruptcy or any changes to organization structure which may have an adverse effect on this agreement.

6.3) Either Party may terminate this Agreement immediately in the event of the other party becoming bankrupt or insolvent, or ceasing to carry on business, or in the event of a fundamental breach of the Agreement by the other party.

Part 7: 1 Confidentiality

Each party acknowledges that by reason of the terms of this Agreement, each will be provided access to certain confidential information of the other party. Each party hereby agree that during the term of this Agreement and for a period of three (3) years thereafter, it shall not use or disclose to any of the trade secrets and other proprietary information of any kind of the other party, including but not limited to, information relating to sales strategies, sales prices, customer lists, costs of service, employee lists and any other confidential information.

Even after termination of this agreement, both parties agree that they will not contact clients belonging to either of them for a period of one year.

Part 8: Conclusion

8.1) This agreement is effective from the day when it is signed and stamped by both parties and this agreement should continue to be effective and if both parties do not have any objections on the day when it is terminated.

8.2) The contract includes all branch offices of [redacted] Ltd and all branch offices of agent.

8.3) Both parties agree if any disputes occurred, the rule of law accepted and available by British law should prevail.

8.4) Both parties agree the [redacted] Local Court is the place of arbitration.

8.5) Both parties agree the judgment by the [redacted] International Arbitration Centre is the final judgment.

8.6) Both parties agree the losing party should bear the both sides lawyer fees, arbitration fees and administration fees and the other expenses which caused by related arbitration case but subject to the official receipt.

8.7) This Agreement contains all the terms in the previous agreements between [redacted] and agent, in case of any conflicts between this and the previous version, this agreement shall be prevailed.

8.8) Scan or fax agreement is effective through signed by two parties.

..... Limited

(Name of the Agent)
TTL Shipping and Logistics LLC

Name...../Designation

Raju Sundararaj /Managing Director

Bank Details:

Bank Details:

1.By T/T:

1.By T/T:

A/C Name: TTL SHIPPING & LOGISITCS LLC

A/C Name:

BANK NAME:

BANK NAME:HABIBBANKAG ZURICH

BANK ADDRESS:

BANK ADDRESS:DEIRA, DUBAI UAE

Swift Code:

Swift Code: HBZUAEAD

A/C NO:

USD A/C NO. 211-20311-333-466324

2.By Cheque:

2.By Cheque:

A/C NAME:

A/C NAME: TTL SHIPPING & LOGISTICS LLC

Effect date: