

International Freight Forwarding Agency Agreement

1. Parties and Authority

ACC Shipping Ltd, a company registered in England and Wales under company number 01739684, having its registered office at Whitehall Place, 47 The Terrace, Gravesend, Kent, DA12 2DL (the “UK Forwarder”).

[Overseas Agent Name], a company incorporated under the laws of [Country] with registered office at [address] (the “Overseas Agent”).

Each of the above parties (each a “Party” and together the “Parties”) represents and warrants that it is a duly organised business entity in good standing and is legally entitled, authorised, and empowered to enter into this Agreement and to perform its obligations hereunder.

2. Purpose

The purpose of this Agreement is to establish a formal cooperation between the Parties in the handling of international freight forwarding and logistics operations on a reciprocal basis. The Parties acting as agents for one another in their respective territories for freight shipments, providing local services such as cargo handling, customs clearance, transportation, and delivery as needed. This Agreement defines the terms and conditions the Parties will conduct, being cooperative in a fair, transparent, and mutually beneficial manner.

3. Scope of Services

The scope of cooperation includes a range of freight forwarding services by all modes of transport (air, ocean, road, rail). It covers both import and export shipments between the UK and [Country], as well as cross-trade or third-country shipments that the Parties mutually agree to handle together. Each shipment or transaction will be initiated by one Party (the “Originating Agent” or controlling carrier agent) requesting the other Party (the “Destination Agent” or handling agent) to perform destination/origin services on its behalf. Specific services may include but are not limited to: booking, arranging pickup, consolidation or warehousing, shipping documents, customs brokerage/clearance, paying local port or airport charges, and arranging final delivery. The exact services for each job shall be defined and confirmed for each shipment.

Neither Party shall handle prohibited or restricted goods without written consent. Hazardous or specialised cargo (e.g. dangerous goods, perishable, high-value, or controlled items) will only be handled if both Parties agree and have the capability and required licenses to handle such cargo in compliance with all regulations.

This Agreement is non-exclusive: both Parties are free to engage with other agents or networks in other territories. However, while this Agreement is in effect, each Party shall use its best efforts to utilise the other Party for shipments to/from the other Party’s country when it is commercially reasonable to do so.

4. Legal Status of the Parties

Each Party acts as an independent contractor. Nothing in this Agreement is intended to, or shall be deemed to, establish a partnership, joint venture, or employer–employee relationship between the Parties. Neither Party is the legal representative or agent of the other for purposes beyond the scope of services contemplated herein, and neither Party has the authority to bind or act on behalf of the other in any contractual or legal commitment to third parties without the other’s prior written consent.

5. Compliance with Laws and Standards

Each Party shall conduct its activities in compliance with all applicable laws and regulations of its country, the other Party’s country (to the extent applicable), and any other jurisdiction involved in a shipment (such as transit countries). This includes, but is not limited to, compliance with international conventions governing the mode of transport (e.g. Convention on the Contract for the International Carriage of Goods by Road (CMR), the Warsaw/Montreal Conventions, the Hague-Visby Rules), as well as all applicable customs laws and export and import regulations.

Each Party shall maintain in force all licenses, permits, bonds, or authorisations necessary (e.g. customs broker license, Federal Maritime Commission (FMC) registration, security certifications, as applicable in its jurisdiction). Both Parties will adhere to relevant trade compliance requirements including sanctions and export control laws, anti-money laundering laws, and any applicable data protection regulations when handling personal data.

Each Party agrees not to do anything that would cause the other to be in breach of any laws or regulations. If a specific shipment or task requires compliance with additional standards or regulatory certifications (such as handling

of dangerous goods requiring DG certification, or known consignor/air cargo security regulations), the Party responsible for that aspect shall ensure it meets those standards or shall promptly inform the other Party if it cannot. The Parties agree to abide by any industry standards that are customarily observed in international freight forwarding to maintain service quality and safety.

6. Disclosure of Sanctions-Linked Personnel or Ownership

Each Party shall, prior to execution of this Agreement and upon any material change thereafter, disclose in writing whether any of its directors, officers, ultimate beneficial owners, or persons exercising control are citizens or residents of, or otherwise connected with, any jurisdiction or entity subject to comprehensive sanctions under UK, EU, UN, or U.S. law. Each Party warrants that no such individual is listed on any applicable restricted-party list. Any breach or nondisclosure shall constitute a material breach of this Agreement.

7. Responsibilities of Each Party

The Parties acknowledge that their cooperation involves shipments where the UK Forwarder is the origin forwarder controlling the shipment and the Overseas Agent is the handling agent at destination, and shipments where the Overseas Agent is the origin forwarder controlling the shipment and the UK Forwarder is the handling agent at destination. In both cases, each Party has certain responsibilities to ensure smooth operations. These responsibilities are as follows:

Shipments Originating in the UK (Export from UK): Where the UK Forwarder initiates the booking and dispatch from the UK, the UK Forwarder shall provide the Overseas Agent with complete, timely, and accurate shipping instructions, including all necessary documentation (e.g. commercial invoices, packing lists, export licenses if needed, and any specific shipper requests). The UK Forwarder shall ensure all relevant information (such as commodity details, weights/dimensions, HS codes, customs values, special handling requirements, and consignee details) is communicated correctly. The UK Forwarder is responsible for booking the main carriage (unless that is delegated to the Overseas Agent) and will promptly pay all agreed charges or fees due to the Overseas Agent for the destination services. In turn, the Overseas Agent shall perform all destination services with due care and professionalism, which includes following the UK Forwarder's instructions, arranging import customs clearance efficiently, paying any local charges or duties as agreed (subject to Section 11 of this document on DDP shipments), delivering the cargo to the final consignee, and providing timely status updates and pre-alerts to the UK Forwarder. The Overseas Agent shall keep proper records of the transaction and shall not subcontract any critical service (such as customs clearance or final delivery) to a third party without the UK Forwarder's prior consent (except for standard third-party services like trucking, which are customary, provided the subcontractors are reputable). The Overseas Agent will promptly notify the UK Forwarder of any issues, delays, or irregularities encountered.

Shipments Originating Overseas (Import to UK): For any shipment where the Overseas Agent is controlling an export from [Country] (or a third country) destined for the UK, the Overseas Agent shall provide the UK Forwarder with complete and accurate instructions and documents for the shipment. This includes all details needed for import into the UK (commodity, value, relevant certificates or licenses, etc.) and pre-alerts with transport documents (e.g. air waybill, bill of lading) in a timely manner. The Overseas Agent shall be responsible for promptly paying all agreed fees or charges due to the UK Forwarder for the UK destination handling services. The UK Forwarder receiving the shipment details, shall carry out the import and destination services with due care, following the Overseas Agent's instructions. The UK Forwarder will arrange for UK customs clearance (subject to receiving proper documentation and any required authorisations per Section 11), handle any necessary duties/taxes, and ensure final delivery to the consignee or handover as directed. The UK Forwarder will also provide status updates to the Overseas Agent and immediately communicate any issues or holds. The UK Forwarder shall not subcontract critical portions of the work (customs or delivery) without the Overseas Agent's consent.

Each Party shall exercise professional skill and care, adhering to any service levels or timelines agreed. Each Party must comply with any mutually agreed Standard Operating Procedures (SOPs) for handling each other's business. If any errors or omissions are discovered (for example, mis-declared cargo details or documentation mistakes), the Party who discovers the issue shall notify the other immediately and both Parties will cooperate to rectify the matter.

Each Party shall also ensure that when acting as the Originating Agent, it will appear as the forwarding agent on the master transport document as needed and the other Party will appear as the agent at destination/origin accordingly. The Originating Agent is responsible for quoting the shipment to the customer and, where applicable, informing the other Party in advance of any special terms promised to the customer that could affect the other Party's scope (e.g., if free storage time was promised, or if certain charges are to be waived). The handling agent at destination/origin agrees to adhere to any such commitments that were disclosed and agreed, and the Parties will settle the costs

accordingly so that the handling agent is not out of pocket for services the origin promised for free without prior agreement.

8. Sanctions and Export Controls

Compliance Warranty: Each Party represents, warrants, and covenants that it, its Affiliates, directors, officers, employees, agents, subcontractors, carriers, and banks used will comply at all times with all applicable sanctions, export control, and trade restrictions, including those administered by the UK (OFSI), UN, EU, and U.S. (OFAC/EAR), and any other jurisdiction relevant to a Shipment or payment.

Restricted Parties & Territories: Neither Party shall, directly or indirectly, deal with or facilitate a Shipment involving:

- a person or entity listed on any applicable restricted/denied party list (including OFAC SDN List, UK Consolidated List, EU Consolidated List), or
- an embargoed/sanctioned country, region, vessel, aircraft, or port without all licenses/authorisations in place and the other Party's prior written consent.

Screening & Responsibility:

- The Originating/controlling Party will screen the shipper, consignee, notify parties, intermediaries, cargo owner, and banks involved in the commercial transaction at booking and pre-departure.
- The Handling/Destination Party will screen local subcontractors, final consignees (if different), delivery points, and banks it uses for collection/disbursement.
- Each Party must immediately notify the other if screening flags sanctions hit or elevated risk; the Shipment will be held until cleared or cancelled.

Licences & Routing: The Originating Party is responsible for obtaining any export licences and providing licence copies/conditions to the Handling Party; the Handling Party is responsible for destination licences/permits it must hold. Neither Party shall re-route a Shipment through a sanctioned jurisdiction or via a sanctioned vessel/aircraft if that would cause a breach.

Payments: The Parties will avoid using sanctioned banks, currencies, or payment rails. If a payment is blocked, the debtor remains liable; the Parties will cooperate to arrange an alternative lawful payment method without waiving the debt.

Indemnity: The Party whose act/omission causes a sanctions or export-control breach shall indemnify the other for all resulting losses, fines, penalties, assessments, storage/demurrage, legal and professional fees, and costs of mitigation, except where caused by the other Party's wilful misconduct or gross negligence.

Audit & Records: Each Party shall maintain screening logs, due-diligence records, licence copies, and routing justifications for at least 6 years (or longer if required by law) and, upon reasonable request, provide evidence of compliance to the other Party.

Right to Refuse / Suspend: Either Party may refuse, suspend, or cancel any Shipment if it reasonably believes performance would breach sanctions or export controls, without liability for delay or non-performance. Force Majeure does not excuse sanctions breaches.

Termination for Cause: Any material breach of this clause is grounds for immediate termination under the Agreement.

9. Fees and Payment

Fees and charges shall be agreed by the Parties, in advance of each shipment or set periodically for common services. All charges between the Parties shall be specified in a mutually agreed currency (e.g., USD, GBP, or EUR) to avoid exchange rate confusion, unless a different arrangement is agreed for a particular transaction.

Each Party shall issue invoices to the other Party for any amounts due promptly after completion of the service or at an interval agreed. The invoice should reference relevant shipment details (e.g. reference numbers, HAWB/MAWB, vessel/voyage, etc.) for easy reconciliation.

Payment terms are strictly 30 days from the date of the invoice. Each Party is responsible for ensuring that payment is remitted in full and on time to the other Party's designated bank account from the jurisdiction in which they are based, if payment is to be made from another jurisdiction prior notice will be given. Each Party will bear its own local taxes, duties, or governmental charges on its operations, and any bank charges or intermediary fees for international payments will be paid by the sending Party so that the receiving Party receives the full invoiced amount.

Any late payments is a breach of this Agreement and shall accrue interest at 2% per month (or the maximum rate allowed by applicable law, if lower), calculated daily from the invoice due date until payment is received. In addition to interest, the non-defaulting Party may, after giving notice, suspend ongoing services for the defaulting Party or exercise a right of set-off against sums it owes (if any) to the defaulting Party, until overdue amounts are paid.

10. Accounting and Profit Sharing

The Parties agree to maintain transparent and accurate accounts of transactions under this Agreement, exchanging account statements and reconcile balances on a regular basis. Each Party shall send the other a statement of account detailing all invoices issued and payments received in the previous period, and any outstanding amounts. The Parties will review and confirm these statements and settle any net balance due at least once per month.

The Parties may use a netting-off process: if during a given period each Party has invoices against the other, they can offset mutual amounts and only the net difference shall be paid, subject to providing a clear statement of such offset. Any invoice disputes should be raised promptly within 30 days of receipt of the invoice or account statement. The Parties shall resolve any billing discrepancies or contested charges through discussion or by reviewing supporting documentation. Undisputed invoices must be paid on time.

Regarding profit sharing: if the Parties have agreed to jointly quote business so that the net profit is to be shared, or if one Party secures favourable rates from a carrier due to volume that benefits shipments controlled by the other Party, the Parties shall in good faith negotiate a fair split of profits or savings. Unless otherwise agreed for specific cases, the general principle is that net profits on jointly handled shipments (after deducting all direct costs and any handling fees) may be shared equally (50/50) between the Originating and Destination Agent. Specific profit share percentages or arrangements can be adjusted by mutual agreement depending on the trade lane or the nature of the business, but any deviation from equal sharing should be agreed in writing beforehand.

Both Parties agree not to charge each other certain local fees that would normally be charged to third-party agents, as a gesture of partnership. For instance, the Parties may mutually waive or reduce each other's *break bulk fees*, *documentation fees*, or similar add-on charges when handling cargo for one another, unless otherwise agreed. The rationale is to keep internal costs low and present competitive pricing to customers. Instead, each Party primarily earns from its share of profit or agreed handling fees.

All financial dealings between the Parties shall be conducted with good faith and transparency. Each Party has the right to audit or request clarification of the other's charges related to a jointly handled shipment. Any such requests should be reasonable and respect commercial confidentiality with respect to third parties. The Parties shall assist each other in currency conversion issues if any (e.g., if local regulations restrict currency exchange, they will find a mutually acceptable solution such as using a different currency or adjusting pricing to avoid exchange losses).

11. Customs Clearance and DDP Shipments

Due to the legal and financial responsibilities associated with customs clearance in the United Kingdom, especially under Delivered Duty Paid (DDP), the Parties agree to the following:

Customs Representation: The UK Forwarder shall only act as a direct representative for customs clearance in the United Kingdom. The UK Forwarder will not act as an indirect representative and will not clear goods on behalf of any company or entity that does not have a registered business, fiscal and physical presence in the UK (including a valid UK EORI and VAT registration, where applicable).

Where DDP terms apply, the overseas shipper or its appointed agent must ensure that a suitable UK importer of record is identified and legally entitled to import the goods. The UK Forwarder will declare the goods only in the name of that approved importer.

Duties, Taxes, and Charges: In all cases where import duties, VAT, or other taxes are payable in the UK, these amounts will be charged to the Overseas Agent. The Overseas Agent must prepay all such duties, taxes, and associated clearance costs prior to release or delivery of the cargo.

The UK Forwarder shall not release cargo, issue delivery orders, or finalise customs clearance until full payment of the invoiced import taxes and charges has been received in cleared funds. No guarantees, deferments, or credit facilities will be offered under any circumstances.

Liability and Indemnity: The Overseas Agent shall be fully responsible for all duties, VAT, customs penalties, or related costs connected to shipments consigned under its control. The Overseas Agent agrees to indemnify and hold harmless the UK Forwarder from any liability, assessment, or loss arising from customs activities, except in cases of the UK Forwarder's wilful misconduct or gross negligence.

For the avoidance of doubt, where the UK Forwarder advances any customs amounts at the request of the Overseas Agent, the Overseas Agent remains immediately liable for reimbursement in full, and payment is due prior to cargo release.

Financial Security and Prepayment of Duties and Taxes: The UK Forwarder does not accept guarantees, bonds, deferments, or any form of delayed payment for import duties, VAT, or other customs taxes.

Where significant duties or taxes apply—particularly under DDP terms—the UK Forwarder will issue an advance invoice for the estimated import charges. These amounts must be received in cleared funds before customs entry submission or cargo release.

Failure to prepay will result in the shipment being held at the Overseas Agent's risk and expense, including all storage, demurrage, and other related costs.

Communication and Compliance: Both Parties must communicate clearly about any DDP or tax-sensitive shipments prior to dispatch. The Overseas Agent must flag such shipments at the time of booking so that the UK Forwarder can confirm acceptance and applicable prepayment requirements.

Each Party shall ensure that all customs documentation is complete, accurate, and compliant with UK import regulations. The UK Forwarder shall not be obliged to act on incomplete or inaccurate instructions.

Should a customs hold, inspection, or query arise, the UK Forwarder will notify the Overseas Agent immediately; however, the Overseas Agent remains responsible for providing all supporting documents, product information, valuations, or certificates required by HMRC or other authorities without delay.

These provisions shall survive termination of the Agreement for any shipments handled under its term. The intent is to ensure that the UK Forwarder bears no financial or regulatory exposure resulting from customs transactions initiated or controlled by the Overseas Agent.

12. Liabilities and Indemnities

Each Party shall be liable to the other for any direct loss or damage to cargo, or direct costs/claims incurred, but only to the extent that such loss, damage, or cost was caused by that Party's own negligence, wilful misconduct, or breach of this Agreement. In such cases, the defaulting Party shall indemnify the other against the direct losses resulting from its actions or omissions, subject to the limitations set forth below.

Limitation of Liability: In no event shall either Party be liable to the other for any indirect or consequential losses, such as loss of profits, loss of business, or punitive damages, even if advised of the possibility of such damages.

Furthermore, unless a different liability amount is mandated under a specific applicable international convention or mandatory law for a particular shipment, the maximum liability of a Party for loss or damage to goods in any single occurrence shall be limited to the lesser of (a) the actual value of the goods lost or damaged, or (b) 2 SDRs (Special Drawing Rights) per kilogram of the gross weight of the affected goods. This limitation is intended to mirror typical international conventions (e.g., the Hague-Visby Rules for sea freight, which use ~2 SDR per kg, and standard air freight limits) and the Parties' own trading conditions. The Parties may agree on different liability limits for particular projects or shipments, but any higher liability must be agreed in writing and may be subject to additional charge (for example, purchasing extra insurance).

No liability for third-party acts: Neither Party shall be liable for losses caused by third parties or events beyond its reasonable control (see Force Majeure clause for those events). Each Party agrees to make reasonable efforts to pursue claims against carriers, warehouses, or other third parties involved in a shipment if they caused loss or damage and share relevant information with the other Party to support any insurance or claim process.

Mutual Indemnification: Each Party (the "Indemnifying Party") agrees to indemnify and hold the other Party (the "Indemnified Party") harmless from any claims, liabilities, damages, or expenses (including reasonable legal fees) that the Indemnified Party incurs as a result of third-party claims arising out of the Indemnifying Party's breach of this Agreement or negligence/wilful misconduct in the performance of its services. This mutual indemnity covers, for example, claims by customers or consignees for cargo damage (beyond the liable Party's limitation), claims by governmental authorities (except as related to customs in which case Section 11 applies), or claims by other third parties (e.g., injury or property damage during handling) to the extent caused by a Party's actions. The Indemnified Party must promptly notify the Indemnifying Party of any such claim and allow the Indemnifying Party to participate in the defence. The indemnity does not apply if the claim was caused by the Indemnified Party's own wrongdoing.

Nothing in this Agreement shall operate to limit or exclude any liability which cannot be limited or excluded under applicable law (for example, any liability for death or personal injury caused by negligence, if applicable, or liability for fraud).

13. Insurance

Each Party shall procure and maintain at its own expense adequate insurance coverage to support its liabilities and obligations under this Agreement. At a minimum, each Party will maintain Freight Forwarder's Liability insurance or similar, which covers errors and omissions, third-party liabilities, and liability for physical loss or damage to cargo in its custody or control, with coverage limits customary in the industry. Each Party will also maintain any mandatory insurance required by law.

If either Party is responsible for arranging carriage (e.g., as a Non-Vessel-Operating Common Carrier (NVOCC) or airline agent), it shall ensure it has appropriate carrier's liability or transport insurance for those modes (or confirm that the performing carrier has it). Both Parties will maintain public liability insurance (general liability) to cover accidents or property damage that might occur in the course of operations at their facilities.

Upon request, a Party shall provide the other with a certificate of insurance or other reasonable evidence of the coverage in place. Each Party also agrees to keep its insurance in force throughout the term of this Agreement and not to cancel or materially reduce coverage without notifying the other Party in advance.

It is understood that cargo insurance for the goods (shippers' interest) is not automatically provided by either Party under this Agreement. If the shipper or consignee requires cargo insurance, this must be specifically arranged and agreed. Either Party can assist in arranging such cargo insurance upon the customer's request, but unless explicitly agreed, the cost of cargo insurance and the risk of any uninsured loss remain with the cargo owner. Each Party will advise the other if a customer requests cargo insurance on a shipment being handled together, so that appropriate steps can be taken.

14. Confidentiality and Non-Solicitation

Both Parties acknowledge that each may disclose to the other certain confidential or proprietary information, including but not limited to customer identities and contact details, pricing information, volume data, business strategies, and other non-public information related to their operations. All such information, whether communicated in writing, electronically, verbally, or observed during facility visits, shall be deemed confidential and used solely for the purposes of executing this Agreement.

Each Party agrees to keep confidential all information received from the other Party and not to disclose it to any third party without the express written consent of the disclosing Party. The Parties shall also refrain from using the confidential information for any purpose other than the performance of this Agreement and the furtherance of the joint business herein.

Exceptions: The obligation of confidentiality does not apply to information that (a) is already known to the receiving Party prior to disclosure by the other, (b) becomes publicly known through no wrongful act of the receiving Party, (c) is received from a third party who is not under an obligation of confidentiality, or (d) is required to be disclosed by law or competent authority (in which case, the Party compelled to disclose shall, where legally permissible, give the other Party prompt notice to seek a protective order or other appropriate remedy).

Use of Customer Information: The Parties agree that sharing of certain customer or consignee details with each other is permissible. Each Party may use the other Party's customer information *only* for the purposes of serving that customer's shipments under this Agreement or for offering additional joint services to that customer with the knowledge and cooperation of the other Party. Neither Party shall use the other's customer data to actively solicit business behind the other Party's back or in competition with the other Party. Specifically, each Party agrees that it will not, during the term of this Agreement and for one year after its termination, directly approach or solicit traffic from any customers that were introduced by or are clearly attributable to the other Party, *except* with that other Party's prior consent or if such contact is part of an agreed joint effort. This non-solicitation provision is intended to protect both Parties' business interests and trust. It does not prevent either Party from engaging in general marketing or accepting business that comes to it independently, but they should not actively poach each other's clients.

Confidentiality of Agreement: The terms and existence of this Agreement are also considered confidential. Neither Party will publicise or disclose the terms of this Agreement to any third party (other than on a need-to-know basis to legal or financial advisors, or as required by law). However, with mutual consent, the Parties may announce or advertise that they have an agency partnership (for instance, listing each other as partners in marketing materials), provided no sensitive terms (like specific profit splits or rates) are disclosed.

Both Parties acknowledge that a breach of this section could cause irreparable harm to the other for which monetary damages may not be an adequate remedy. Therefore, in addition to any other rights and remedies, the non-breaching Party shall be entitled to seek injunctive relief to prevent or halt any actual or threatened breach of confidentiality or non-solicitation obligations by the other.

The obligations in this section shall survive the termination of the Agreement for a period of 3 years with respect to general confidential information, and indefinitely with respect to any trade secrets or customer-specific information as long as it remains confidential or until the non-solicitation period lapses, whichever is later.

15. Anti-Bribery and Compliance with Anti-Corruption Laws

Each Party represents and warrants that in the execution and performance of this Agreement, it is fully committed to preventing bribery and corruption in any form. Both Parties, as well as their directors, employees, agents, and subcontractors, shall comply with all applicable anti-corruption and anti-bribery laws, including (where applicable) the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act (FCPA), and any local anti-bribery statutes in the countries where they operate.

Neither Party shall offer, give, request, accept, or agree to accept any payment, gift, reward, favour, or advantage (whether directly or through third parties) which constitutes a bribe or an illegal or corrupt practice, whether to a public official or a private business person, in connection with obtaining or retaining business or securing any improper advantage under this Agreement. Each Party also confirms that no part of any payments or financial settlements between the Parties under this Agreement shall be used for any purpose that could constitute a violation of anti-bribery laws.

If either Party is approached by any person suggesting an arrangement or action that would violate anti-bribery laws, that Party shall refuse and immediately report the incident to the other Party so that both are aware of a potential issue. The Parties will assist each other in good faith to ensure compliance by providing due diligence information if one Party needs to verify the other's compliance programs or by cooperating in any investigation.

Each Party shall maintain its own policies and procedures designed to ensure compliance with anti-bribery laws and will conduct appropriate training of relevant personnel. Records of transactions related to this Agreement shall be kept with reasonable detail to reflect accurately the payments and actions taken, and each Party has the right to request reasonable information to confirm the other's compliance.

Breach of this Anti-Bribery clause is considered a material breach of the Agreement, and the non-defaulting Party may terminate the Agreement immediately if it has a good faith belief that the other Party has violated this clause. The breaching Party shall indemnify and hold harmless the other for any losses, damages, or penalties incurred by the non-breaching Party as a result of such violation.

16. Force Majeure

Neither Party shall be liable to the other or be deemed in breach of this Agreement for any failure or delay in performing any obligation (except payment obligations) if and to the extent that the failure or delay is caused by or results from events beyond the affected Party's reasonable control. Such Force Majeure events include, but are not limited to: natural disasters (such as floods, earthquakes, hurricanes), acts of God, fire or explosions, epidemics or pandemics, war, terrorism, civil unrest, strikes or labour disputes (excluding strikes of the Party's own workforce), lockouts or other industrial disturbances, acts of government or changes in law (such as sudden import/export bans, sanctions, port closures), or widespread failures of transportation or communication networks.

The Party affected by a Force Majeure event shall notify the other Party as soon as reasonably possible, describing the nature of the event and its expected impact on performance. The affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure event and to resume full performance as soon as practicable.

During the period of Force Majeure, any deadlines or delivery commitments shall be extended for a time equivalent to the period of delay caused by the event, or as otherwise agreed by the Parties. If a Force Majeure event substantially prevents one Party from performing its key obligations under this Agreement for an extended period (e.g., more than 30 days), the Parties will consult each other to find an equitable solution, which may include suspension of certain obligations or, by mutual agreement, termination of the Agreement without liability other than the obligation to pay for services already rendered.

Notwithstanding the above, a Force Majeure event affecting one Party does not relieve the other Party of its own obligations that are not directly dependent on the affected performance. For example, if an Overseas Agent's country is in turmoil and they cannot perform new shipments, the UK Forwarder must still pay any outstanding invoices for past services that are due.

If the Force Majeure event abates or ends, the affected Party shall promptly resume performance of any delayed obligations and inform the other Party of the resumption. Any obligations that were performed by one Party on behalf of the other during Force Majeure (if agreed) shall be paid or reimbursed accordingly.

17. Term and Termination

Term: This Agreement shall become effective on the date of last signature below and shall remain in effect for an initial period of 12 months ("Initial Term"), unless earlier terminated in accordance with this Agreement. After the Initial Term, the Agreement will automatically renew for successive one-year periods (each a "Renewal Term") under the same terms, unless either Party gives notice of non-renewal at least 30 days prior to the end of the then-current term.

Termination for Convenience: After the Initial Term, either Party may terminate this Agreement for any reason (or no reason) by providing at least 30 days' prior written notice to the other Party. During such notice period, the Parties will continue to perform any ongoing shipments and obligations and will work in good faith to wind down the cooperation smoothly.

Termination for Breach: Either Party may terminate this Agreement with immediate effect by written notice to the other if the other Party commits a material breach of any provision of this Agreement and (if the breach is capable of remedy) fails to remedy that breach within 14 days after receiving written notice from the non-breaching Party. Material breaches include, but are not limited to, failure to pay outstanding amounts beyond a reasonable grace period, repeated operational failures that jeopardise business, breach of confidentiality or non-solicitation obligations, violation of compliance clauses (such as anti-bribery), or any act that causes serious damage to the other Party's reputation or business.

Termination for Insolvency: Either Party may also terminate this Agreement immediately upon written notice if the other Party becomes insolvent or bankrupt, enters into any form of administration, receivership, liquidation or composition with creditors, or undergoes any analogous process indicating financial distress or cessation of business. Each Party shall notify the other promptly if it becomes aware of any impending insolvency or legal incapacity that could affect its ability to perform.

Effect of Termination: Termination or expiration of this Agreement shall not affect any rights or obligations that have accrued prior to the date of termination. In particular, any shipments already in progress at the time of termination should be completed under the terms of this Agreement, unless the Parties mutually agree to cancel or transfer such responsibilities. Likewise, all invoices and monies due for services rendered up to the termination date (or for completing ongoing shipments) remain payable and must be settled promptly notwithstanding termination.

Upon termination, each Party shall immediately cease representing itself as an agent of the other and shall remove any references to the partnership from websites or marketing (within a reasonable time). However, each Party may continue to truthfully inform customers that they worked with the other in the past if needed for business references, provided confidentiality is maintained.

Return of Materials: Upon request, each Party will return or destroy any confidential materials of the other in its possession (other than correspondence or agreements it must keep for record-keeping or compliance). Customer information received should be handled as per the confidentiality clause, which obligations survive as noted.

Company Stamp/Seal: If either or both Parties require formal execution, the Parties agree to execute (sign and stamp) a separate memorandum or duplicate original of this Agreement to satisfy such formality, but this written Agreement (including electronic signatures, if used) is intended to be binding as of the effective date.

18. Review of Agreement

The Parties recognise that over time their business environment and mutual objectives may evolve. Therefore, they agree to periodically review this Agreement and their working relationship to ensure it remains relevant and fair. In particular, the Parties shall conduct a joint review at least annually to discuss the performance of the partnership, volumes handled, any service issues, and potential adjustments to rates or procedures. They will also review whether the terms of the Agreement need any update or amendment based on experience.

If any issues or imbalances are identified during a review, the Parties will negotiate in good faith to resolve them, either operationally or by formally amending the Agreement. Any such amendment or addendum resulting from a review must be made in writing and signed by both.

Apart from formal annual reviews, the Parties also agree to maintain open communication throughout the year. If either Party is dissatisfied with any aspect of the cooperation or wishes to propose a change to how they work

together, it will promptly inform the other so that discussions can occur rather than waiting for the formal review date. Both Parties value continuous improvement in their partnership.

The act of reviewing the Agreement or discussing changes does not, in itself, modify the Agreement's terms unless and until a written amendment is executed. Until then, the existing terms remain in effect. This Section 18 (Review of Agreement) does not oblige either Party to agree to changes, but it establishes an expectation of honest dialogue and adaptability as business partners.

19. Dispute Resolution and Governing Law

The Parties shall endeavour to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (including any question regarding its existence, validity, or termination) through good-faith negotiations between senior management of each Party. If a dispute arises, either Party may notify the other in writing of the issue, and within a reasonable time (not to exceed 15 days from the notice) management-level representatives of both Parties shall discuss to attempt to resolve the dispute amicably.

If the Parties are unable to resolve the dispute through negotiation within 30 days (or a mutually agreed extended period) from the date of initial dispute notice, then either Party may pursue legal remedies as provided herein. (The Parties may also mutually agree to seek mediation or arbitration at that stage, but unless such method is agreed in writing, the default forum is as below.)

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. The Parties agree that any dispute not resolved by negotiation (or by alternative dispute resolution methods if agreed) shall be submitted to the exclusive jurisdiction of the courts of England and Wales. Each Party consents to the personal jurisdiction of such courts and waives any objections to venue on the grounds of inconvenient forum or any similar doctrine.

If court proceedings are initiated, the prevailing Party in any litigation shall be entitled to recover its reasonable legal fees and costs from the other Party, in addition to any relief granted, unless the court orders otherwise. However, prior to filing any legal action, the Parties should ensure they have attempted in good faith to resolve the matter as noted above.

Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from seeking immediate injunctive or equitable relief from a court of competent jurisdiction if necessary to prevent irreparable harm without first following the negotiation process, if such delay would cause irreparable injury.

20. General Provisions

Entire Agreement: This Agreement (including any Appendices or written amendments hereto) constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior or coexistent oral or written agreements, understandings, or arrangements between the Parties relating to agency cooperation or joint handling of shipments. Each Party acknowledges that, in entering this Agreement, it does not rely on any statement, representation, warranty, or agreement not expressly set out in this Agreement. No other terms and conditions of either Party shall apply to the agency relationship between the Parties except as expressly incorporated in this Agreement or agreed in writing subsequently.

Amendments: Any amendment or modification to this Agreement must be made in writing and signed by authorised representatives of both Parties. An email exchange alone, unless clearly indicating mutual agreement on a change, is not sufficient to modify the Agreement.

Assignment: Neither Party may assign or transfer this Agreement (in whole or in part) to any third party without the prior written consent of the other Party, except that a Party may assign this Agreement to an affiliate or a successor entity in the event of a merger or acquisition of that Party, provided that the assigning Party gives prompt written notice and the assignee agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this clause shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.

No Waiver: The failure of either Party to enforce any provision or to exercise any right under this Agreement shall not be a waiver of that provision or right, nor shall it preclude or restrict any future enforcement or exercise of that or any other provision or right. To be effective, any waiver of a breach or default must be in writing and signed by the Party granting the waiver, and such waiver shall not constitute a waiver of any subsequent or other breach.

Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or authority of competent jurisdiction, that provision shall, to the extent required, be deemed deleted or modified to the

minimum extent necessary to make it enforceable, and the remaining provisions of the Agreement will remain in full force and effect. In such case, the Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the original intent and economic effect of the invalid provision.

Notices: Any formal notice or communication required or permitted under this Agreement (including notices of termination or breach) shall be in writing and shall be delivered by hand, sent by prepaid recorded courier or registered post, or transmitted by email (with a confirmatory copy sent by post) to the recipient Party's address or email (or such other address as a Party may designate by notice to the other). Notices shall be deemed given: if delivered by hand, on receipt; if by courier/post, on the date of signed delivery receipt; if by email, on the date the email was sent (provided no auto-generated notice of delivery failure was received). For email notices, the sending Party should request a read receipt or follow up to confirm receipt.

Counterparts and Execution: This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be valid and binding as original signatures. Each Party agrees to execute any further documents reasonably required to give effect to this Agreement. If the Parties typically use company stamps or seals for execution, such stamp/seal should be affixed alongside the signature where applicable, although the absence of a stamp shall not affect the validity of the Agreement if it is otherwise properly signed.

Third-Party Rights: This Agreement is made exclusively for the benefit of the Parties and their permitted successors and assigns. Unless expressly stated otherwise, it is not intended to confer any rights or remedies upon any third party, whether under the UK Contracts (Rights of Third Parties) Act 1999 or otherwise. The Parties may agree to amend or rescind this Agreement without the consent of any third party.

Relationship to Customers: This Agreement does not alter the fact that each Party will have its own separate contracts with shippers or consignees (customers). Nothing herein shall be construed to impose any direct liability of one Party to the other Party's customer. Each Party agrees to support the other, as reasonably possible, in handling any customer claims or inquiries that relate to joint shipments, but the contractual claims of a customer remain subject to the terms and conditions between that customer and the Party they contracted with (e.g., BIFA Standard Trading Conditions or other conditions if applicable in the UK, and whatever standard trading terms in the Overseas Agent's contracts).

Finally, each Party agrees to execute this Agreement in good faith and to uphold the spirit of partnership and mutual benefit that it is founded upon.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the dates indicated below.

For and on behalf of ACC Shipping Ltd.:

Name:

Title:

Date:

Signature:

Company Stamp (if applicable):

For and on behalf of [Overseas Agent Name]:

Name:

Title:

Date:

Signature:

Company Stamp (if applicable):