

AGENCY AGREEMENT

This Agreement is made by and between the Principal, All World Shipping Corp., of 550 North Reo Street, Suite 300, Tampa, Florida, 33609 USA, (hereinafter "AWS") and

_____. (Hereinafter "Agent").

WHEREAS, AWS is an U.S. licensed non vessel-operating common carrier (NVOCC) with a tariff published pursuant to regulations of the Federal Maritime Commission ("FMC") that provides transportation between the United States and various foreign countries and has need of a non-exclusive agent located in _____ to provide certain marketing and logistics services; and

WHEREAS, Agent has experience and knowledge in the transportation industry and is willing to serve as AWS' agent for certain limited purposes as set forth more fully below.

1. **Appointment of Agent.** AWS hereby appoints Agent as its non-exclusive Agent in _____ and Agent accepts such appointment subject to the terms and conditions set forth below.

2. **Agent's Responsibilities.** Agent shall have the usual responsibilities of an NVOCC origin/destination agent including, without limitation, the following:

a. Freight Monies and Accounting - Agent shall collect and pay freight and other charges on behalf of AWS as instructed by AWS and shall fully and accurately account to AWS for the same at reasonable intervals or at any time upon AWS' request.

b. Rate Filing Agent shall be fully responsible for filing all U.S. sell rates in AWS' tariff prior to receipt of cargo through use of the online tariff publisher which can be accessed with a password supplied by AWS and for the costs of filing.

c. Documentation - Agent shall issue AWS' bill of lading and other documentation for all services performed on AWS' behalf. AWS' name and OTI License Number (No.17745N) shall be shown on all shipping documentation, stationery and billing forms issued by Agent in connection with this Agreement.

d. Master Bills of Lading – Agent shall show "AWS" or itself "as Agent for AWS" in the Shipper box of all Master Bills of Lading for shipments handled by Agent under this Agreement.

e. Consolidation / Deconsolidation – Agent shall consolidate and deconsolidate less than containerload shipments as required.

f. All invoices issued by AWS pursuant to charges mentioned in section

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10 must be paid within the terms stated on the invoice. Non payment in a timely manner can cause suspension of AWS agency rights.

g. Agent agrees that it will familiarize itself with the tariff(s), rules and regulations, receipts, bills of lading, and other forms or reports reasonably requested by AWS. All transportation services sold by Agent under this Agreement shall be subject to the Conditions of Carriage of AWS as published in AWS' tariff(s), bill(s) of lading or other transportation documents. Agent shall transmit to AWS such specific instructions, requests or particulars in connection with each client as may be proper to enable AWS to render efficient service to its clients.

h. All records of Agent, including, without limitation, books, vouchers, bills of lading, invoices, receipts and accounts relating to the sale of ocean transportation offered by AWS shall be open to inspection by AWS. Agent shall furnish to AWS adequate opportunity to interview and obtain information from any officer or employee of Agent whom AWS has reason to believe is or might be in possession of information relative to a complaint or other matter of interest to AWS.

i. Agent agrees to abide by all AWS shipping and documentation procedures published from time to time on AWS' website at www.allworldshipping.com.

3. **License to Issue Bills of Lading.** AWS hereby grants Agent a license, restricted as set forth below, to issue AWS' bills of lading for shipments handled by Agent. This license shall be valid for the term of this Agreement unless terminated by AWS. Use by Agent of AWS' bills of lading other than as provided herein is expressly prohibited. Agent shall issue AWS' bills of lading pursuant to this license in accordance with the following guidelines:

a. Agent will only issue bills of lading in a format and containing terms and conditions specifically approved by AWS.

b. Agent shall only issue online AWS bills of lading. The Agent can then print the copies deemed necessary. It is strictly forbidden to create a manual AWS bill of lading. All documents should be stamped and signed appropriately. Instructions to the Destination Agent must be sent as to how to deliver the shipment.

c. Agent will not release, or authorize the release of, cargo carried pursuant to AWS' bills of lading for any shipment unless and until it has collected the original AWS bill of lading issued for that shipment.

d. Agent shall observe all applicable laws, rules and regulations pertaining to the issuance of bills of lading in each case in which it issues AWS' bill of lading.

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4. **Scope of Agency.** Agent is authorized to act on AWS' behalf only pursuant to the authority granted in the immediately preceding Article of this Agreement. If, with respect to any action, Agent is in doubt whether it is authorized to act on behalf of AWS, Agent agrees to request specific authorization from AWS in writing and AWS agrees to respond to such requests within a reasonable period of time, not exceeding one week.

5. **Identification to Third Parties.** In performing its duties as agent on behalf of AWS, Agent agrees to identify itself as AWS' agent at all times while acting within the scope of this agency and to direct its employees and sub-agents to do the same.

6. **Cargo Damage.** Agent shall be liable to AWS for loss and damage to cargo while in the care and custody of Agent or Agent's nominated terminal, trucker, carrier or subagent and for loss or damage to any shipments under AWS bills of lading. Agent shall maintain sufficient insurance to cover these liabilities. Agent shall not be liable for any damage or loss to cargoes if such damage or loss is caused by acts of God, war, civil commotion, strikes, riots or sovereign orders from local or national governments.

7. **Insurance.** All AWS bills of lading issued online by agent are insured through the AWS' legal liability insurance policy. This is liability insurance and all agents are strongly encouraged to purchase cargo insurance in order to further protect the cargo's interest.

8. **Claims.** In the event of a potential claim or an actual claim of any nature received by Agent with respect to an AWS shipment, Agent shall, within 24 hours, notify the following parties in writing in the manner indicated below:

a. Agent must file preliminary claims with all carriers (land, air or sea) involved in the transportation of the shipment subject to the claim; and

b. Agent must provide AWS with a copy of the claim or, if the claim is oral, a summary of the claim, as well as a full explanation of the facts of the shipment and all available shipment documentation; and

c. Agent must provide identical materials as set forth in (b) above to AWS' insurance agent.

If any party to the shipment requests a survey, Agent shall contact AWS' insurance agent to arrange for the appointment of a surveyor.

9. **Returned Checks.** Agent shall be liable to AWS for damages and costs incurred by AWS arising from checks or drafts given to AWS by customers solicited by Agent for which AWS is unable to collect funds for any reason whatsoever.

10. **Compensation Arrangements.** As set forth elsewhere in this Agreement, Agent is responsible for the costs of issuing the AWS bill of lading, tariff filing (U.S.

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shipments only), AMS transmission (exports to the U.S. only) and any other Government mandated documents outside of the US for all shipments Agent generates on behalf of AWS. As compensation for performing its duties under this Agreement, Agent shall be entitled to retain the gross profit margin it obtains from the difference between the AWS tariff rate and the AWS buy rate on the shipments it generates.

11. **Agent's Commitment to Act in a Lawful Manner.**

a. Agent recognizes that the transportation services provided by AWS are subject to legal requirements imposed by the United States and the other country (or countries) in which Agent acts on behalf of AWS pursuant to this Agreement. Agent agrees that it shall at all times perform its duties in a lawful manner and, when in doubt about the lawfulness of any particular action or actions, shall request clarification and specific authorization from AWS in writing. With specific reference to United States law as set forth in the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, copies of which AWS will provide to Agent at Agent's request, Agent agrees that it shall not (i) act as a common carrier by water between the United States and any foreign country; (ii) act as the Agent of any common carrier other than AWS with respect to cargo moving by water between the United States and a foreign country, (iii) accept or give rebates from the lawfully published tariff rates on file by AWS or any vessel operating common carrier at the FMC; (iv) misdescribe cargos on AWS' or vessel operating common carriers' bills of lading; (v) ship AWS' U.S. cargos under service contracts to which AWS is not a party or authorized affiliate; or (vi) enter into a service contract with a vessel operating common carrier in the U.S. trades except as authorized by AWS.

b. Notwithstanding any other indemnity provided in this Agreement, Agent shall indemnify and hold harmless AWS, its employees, agents and representatives from and against any fines, penalties, taxes or assessments imposed on AWS by any governmental authority arising from or caused by Agent's actions or inactions in its capacity of AWS' agent. In addition, Agent agrees to pay AWS as liquidated damages and not as a penalty an amount equal to 50% of any such fine, penalty, tax or assessment to compensate AWS for its additional losses in time and costs responding to and/or defending against the imposition of such fines, penalties, taxes or assessments. The parties agree that this percentage is a reasonable estimate of the value of such time and costs the actual value of which is extremely difficult to determine.

12. **Non-Compete Clause.** Agent agrees that it will not, during the term of this Agreement and for a period of one year thereafter, either directly or indirectly, make known to any person, firm, or corporation the names or addresses of any of the customers of AWS or any other information pertaining to them, or call on, solicit, take away, or provide service for any of AWS' customers with whom Agent became acquainted during the term of this Agreement.

13. **Preservation of Trade Secrets.** Both AWS and Agent during the term of this Agreement will become acquainted with various trade secrets of the other party,

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including, but not limited to, customer lists, service contracts, account books, vendors, and compilations of information and records which are owned by the other party and which are regularly used in the business of the other party. Without the other party's consent, neither AWS nor Agent shall disclose any of these trade secrets of the other party directly or indirectly or use them in any way either during the term of this Agreement or any time thereafter other than as necessary to perform their respective duties under this Agreement.

14. **Indemnity.** Agent shall indemnify, defend and hold harmless AWS, its officers, employees, agents, representatives and affiliates from and against any and all liability, loss, damages, claims, suits, costs or expenses, including reasonable attorneys' fees, asserted against AWS based upon, arising out of or in connection with (i) any acts or omissions by Agent or its agents, subagents, representatives or employees, (ii) any breach or non-fulfillment of any representation, warranty or covenant of Agent provided herein, and (iii) any claim, losses, damages, costs, or expenses asserted against AWS by Agent, its employees, agents or any other person for any injury (including sickness, disease or death) or claim or injury to property arising out of or in connection with the performance of this Agreement.

15. **Legal Fees.** In addition to the indemnities provided in Article 14, AWS and Agent shall each be responsible for the payment of any legal fees incurred by the other party as a result of action by either of them in violation of this Agreement.

16. **Consequential Damages.** Notwithstanding any other provision hereof, neither AWS nor Agent shall be liable for unforeseeable consequential damages in the event of breach of any covenant of this agreement.

17. **Governing Law/Dispute Resolution.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida exclusive of its conflicts of law principles. All disputes, between the parties arising from or relating to this Agreement shall be resolved by binding arbitration in New York, New York pursuant to the Maritime Arbitration Rules of the Society of Maritime Arbitrators and subject to the United States Arbitration Act, 9 U.S.C.A. §§ 1 *et. seq.* and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment may be entered upon the award in any court of competent jurisdiction.

18. **Severability Clause.** If any provision in this Agreement is held by a Court of competent jurisdiction or arbitral body to be invalid, void, or unenforceable, the remaining provisions shall continue in force without being impaired or invalidated in any way.

19. **Duration/Termination.** This Agreement shall be effective as of _____ for a period of one year and shall be renewed automatically for one more year at the end of each year, unless either party terminates it in writing at least sixty days prior to its expiration, provided that either party may terminate this Agreement immediately upon delivery of written notice to the other in the event (i) the other party is in breach of any material obligation under this Agreement which has not been cured within

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fifteen days after written notice thereof; or (ii) the other party has availed itself of or been subjected to by any third party, a proceeding in bankruptcy or an assignment for the benefit of its creditors or appointment of a receiver for its property or assets or it becomes insolvent. Further, AWS may terminate this Agreement immediately on written notice to Agent in the event Agent comes under the control of another legal entity or provides services to or for a competitor of AWS without AWS' prior written consent.

20. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter. Neither this Agreement nor any of its provisions may be changed, waived, amended, modified, discharged, or terminated except by an instrument in writing signed by both parties.

21. **Non-Waiver Clause.** Waiver of the breach of any of the provisions of this Agreement on any occasion shall not constitute waiver of subsequent breaches.

22. **Notices.** All notices and requests required or authorized under this. Agreement shall be given in writing by registered or certified mail or by cable, facsimile, or telex, to the following addresses:

If to AWS:

All World Shipping, Corp.
550 North Reo Street,
Suite 300, Tampa
Florida 33609 USA
Phone: (813) 637-9100
Fax: (813) 315-7577
Attn: Ross V. Stemmler

If to Agent:

Phone: _____
Fax: _____
Attn: _____

23. **Information for Submission to U.S. Customs and Indemnity of Agent.** AWS participates in the U.S. Customs Service Vessel Automated Manifest System ("Vessel AMS") and takes responsibility for filing Cargo Declarations with U.S. Customs through Vessel AMS for shipments to the United States no later than 24 hours prior to vessel loading in accordance with U.S. Customs regulations. In doing so, AWS relies on AGENT to obtain and transmit to AWS critical information AWS submits in the Cargo Declarations including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's, complete name and address, hazardous materials codes, and container seal numbers. AGENT agrees to obtain and transmit to AWS true and accurate information for submission to U.S. Customs and further agrees to

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indemnify and hold harmless AWS, its officers, directors, representatives, agents, successors and assignees from and against any and all claims, liabilities, demands, actions and consequences of whatever nature which may arise or be made against AWS, including all penalties from the U.S. Customs Service or other governmental agencies, losses, damages, interest, legal costs or any other expenses which AWS may sustain or incur as a direct or indirect result of the failure, for any reason whatsoever, by Agent to obtain and transmit to AWS true and accurate information for submission to U.S. Customs.

24. **Offer and Acceptance of this Agreement.** AWS has provided Agent with an executed copy of this Agreement as an offer to enter into the contractual relationship described herein. Agent's acceptance of this Agreement and all of its terms may be indicated by signature below by an authorized representative of Agent or by beginning to perform pursuant to the provisions of the Agreement.

25. **Agent's Branch Offices.** All the agent's branch offices which are members of WCA or Lognet Global or GAA will become AWS Agents with this one agreement without any additional paperwork. If you want any of your branch offices not to become AWS agents, you must identify those offices below. The offices listed below are to be excluded from this agreement:

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This Agreement has been signed and executed as of the date first set forth above by the duly authorized representatives of both parties.

On behalf of AWS:

On behalf of Agent:

Signature

Signature

Gerard DeBow

Name

Name

Vice President

Title

Title

Date

Date

#228483 v1 - AWS Agency Agreement

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AMS LIABILITY WAIVER

The undersigned hereby acknowledges and accepts that any and all fines or penalties levied against All World Shipping Corp. due to misdeclarations on manifest information provided either to other carriers, U.S. Customs, or to any other government authority will be the responsibility of the undersigned, regardless of the source of such misdeclaration or whether the misdeclaration was intentional or unintentional.

Company _____

Address _____

Name _____

Signature _____

Company Seal _____

Date _____

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ALL WORLD SHIPPING CORP. CODE OF ETHICS

As an agent in good standing of All World Shipping Corp. (AWS), my company fully subscribes to these business ethics and standards regarding dealings with All World Shipping Corp., its other agents, all Government and Regulatory bodies.

- To support fellow agents to the fullest extent possible
- To pay all monies due to the carriers, AWS and its agents in a timely manner
- To be active in sales endeavors for mutual growth
- To respect other agent's existing customer bases and refrain from backselling
- To totally refrain from seeking competitive bids from two different AWS agents within the same market
- To provide bona fide sales leads when possible
- To be properly staffed for the highest level of service
- To operate in accordance with all stated shipping advice
- To promptly respond to all communications (within 24 hours)
- To quote rates in full detail in a timely manner
- To share profits according to prior agreement with another agent
- To seek the help of AWS administration for dispute resolution

Company Name

Name of Individual (please type or print)

Signature

Date

Please print all pages, sign, scan and email them or fax them to:

Ten or Tip ; Asia Regional Coordinators at Bangkok, Thailand at + **662 726 9070** or **info@allworldshipping.com**.

Final approval of your application will be dependent upon our receipt of this signed document.

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