
INTERNATIONAL FREIGHT AGENCY AGREEMENT

This agreement is effective as of 08 July, 2020, by and between Brightsun Freight Ltd, of 14 Hanworth Road, Hounslow, Middx TW3 1UA, UK having registered company number 02295719 hereinafter referred to as "BTFreight" and

_____ (name of company)

_____ (address of company)

_____ (company reg number)

hereinafter referred to as the "Agent".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. RECIPROCAL APPOINTMENT(S)

- A. BTFreight and the Agent appoint each other as freight forwarders & shipping agents for the purpose of acquiring and handling ocean and/or air cargo traffic in both directions between all origins/destinations that may be requested by either party, and accepted (prior to shipping) by either party, their agent(s) and/or office(s).
- B. BTFreight and the Agent agree to consign ocean and/or air shipment to each other, their agent(s) and/or office(s), as may be arranged by either party.
- C. This agreement is not exclusive agency agreement as to either party. Either party may utilise the service of any other agent or representative as it may desire and deem reasonable.
- D. Both parties reserve the option to negotiate an inclusive agency agreement for a specific region, based on both parties' business and financial status.

2. SERVICES AND RESPONSIBILITIES

- A. The parties herein shall receive cargo from carrier and sign receipt for good condition. If shortage or damages are noted at the time of acceptance, the parties shall make proper notation on carrier's manifest and/or receipt and immediately notify the other party in writing, email and/or fax.
- B. The parties shall immediately give notice of arrival of shipment to the consignee or the person to be notified by ordinary methods. If so request, render prompt expedient service of customs clearance and delivery for the

individual shipments, all such clearance and delivery charges are to be paid by the party who asks for such services.

- C. In both ocean & air shipment, if consignee does not want the party to perform customs clearance for any reason, whatsoever, the party shall immediately turn over all necessary documents to consignee or consignee's representative.
- D. In both ocean & air shipment, receiving party is strictly requested full responsibility to release original or valid document and/or its amendment to the right consignee as shown on MAWB, HAWB or MB/L, HB/L.
- E. In both ocean & air shipment, upon making final delivery to consignee or consignee's representative, the parties as agent for each other, shall obtain a signed delivery receipt for each shipment and comply with the operational procedures concerning cargo receipts.
- F. The parties as agent for each other are responsible to collect HB/L issued by the other party before releasing cargo to the ultimate consignee or authorized consignee. It's the releasing party's full responsibility to collect the legally identified HB/L with valid endorsement to the requirement of HB/L nature.
- G. Concerning shipments with freight and charges to be collected from consignee, it is the receiving party's responsibility to receive full payment of all charges with no credit due when release AWB or B/L to the consignee or consignee's representative.
- H. After shipment(s) arrive at the designated place of delivery and cargo or documents are in the possession of the carrier(s) and/or their handling agent, and BTFreight or the Agent has properly sent the arrival notice to the consignee, but the consignee does not respond to the arrival notice or collect the cargo with seven (7) days from the date of the arrival notice, then the destination office will notify the origin office by email, fax, or other written communication and request further instructions.
- I. In both ocean & air shipment, if consignee does not want to take over his shipment right away, or refuses to accept it or can't be connected within three (3) days after arrival, either party shall notify this to the other party immediately by email and the party shall send further information and/or instructions as to the said shipment.
- J. The party shall reply promptly to all tracers and other communications sent in connection with or pursuant to this agreement, as between the parties hereto, shall be for the account of the sender, except particular ones for which the receiver agrees to defray the expenses.

3. SALES AND MARKETING

- A. BTFreight and the Agent shall provide to each other information as to buying prices/rates for selling purposes and for computation of sales profit under this agreement.
- B. Both parties shall make reasonable efforts to sell and market the other party's services, but such efforts shall not be deemed to preclude the use of other agents or other parties.
- C. Routed cargo/traffic: Any ocean/air traffic and/or other business solely generated by either party shall be deemed as the "Routed traffic" of the generating party, and remain the exclusive property of that party.
- D. Mutual cargo/traffic: Any ocean/air traffic and/or other business that is generated by the mutual efforts of both parties shall be deemed as "Mutual traffic", and not the exclusive property of either party.

4. SHIPMENT DOCUMENTS DELIVERY

- A. Shipment pre-alert (P/A) or pre-advice: Both parties shall send P/A to each other within five (5) days after shipment on board.
- B. BTFreight or Agent shall fax and/or email shipping documents to the other party, five (5) to seven (7) days before shipment arrive at destination. Shipping documents include, but not limited to, copy of MB/L and HB/L, debit/credit notes, and all necessary documents concerning the shipment.

5. MASTER BILL OF LADING

- A. Both parties have mutually agreed that all shipments consigned to each other shall be marked "Freight Prepaid" on MB/L. Unless mutually agreed in writing and in advance of shipment, BTFreight and the Agent shall not consign shipments to each other on a carrier's MB/L that is marked as "Freight Collect".

6. HOUSE BILL OF LADING

- A. Both parties have mutually agreed to a "House Bill of Lading" form or documentation and the legal documents of transport related thereto.
- B. Either party hereto is authorized to issue and sign the mutually agreed upon "House Bill of Lading" and the legal documents of transport related thereto.
- C. In the event either party uses the authorized "House Bill of Lading" of the other party as the document of transport, then the B/L issuing party shall indemnify and hold harmless the other party, and/or the rightful and registered owner of the "House Bill of Lading" from any and all claims, cause of action, losses, damages, injuries, attorney's fees and costs arising from any negligent or wrongful act by the issuing party in relation to such "House

Bill of Lading" and/or caused by any failure to perform, breach of contract or other wrongful or negligent conducted by the issuing party, or any of its other agents or representatives.

- D. The Agent shall not print BTFreight's HB/L unless authorized in writing by BTFreight.

7. SALES PROFIT SHARING

- A. Sales profits shall be deemed to be the amount equal to the customer's selling prices/rates less the actual net prices or rates payable to the carrier.
- B. Local handling charges or FOB handling charges of local deliveries shall not be deemed as part of sales profits. Therefore, such local handling charges or FOB handling charges shall not be shared in any way unless mutually agreed upon in writing as to specific transactions.
- C. In the event that other charges, except freight, will be incurred locally and debited later to the other party, notification of those charges shall be provided to the other party before the shipment is arranged and approved. If such approval is not obtained in advance, such charge shall not be debited to the other party.
- D. All handling charges, taxes, customs duties, and other charges reimbursement will be for the account of the origin office.
- E. Handling commission, charges, fees Ocean freight shipments
 - a. Routed shipments: the Agent's direct customers (inbound shipments)
 - 1) Full container load(s) – "FCL": BTFreight will be allowed to charge a handling fee of GBP _____ per B/L to the consignee, regardless of 20', 40', or other size of ocean container. Adjustment to handling fee can be arranged upon the Agent's request.
 - 2) Less than container load(s) – "LCL": BTFreight will be allowed to charge a handling fee of GBP _____ per B/L to the consignee. Adjustment to handling fee can be arranged upon the Agent's request.
 - b. Mutual shipments: 50/50 sharing of profits.

8. ACCOUNT AND PAYMENT

A. Contact personnel: To be contacted for all questions on billing and/or statement.

1) BTFreight's accounting department:

a. Directly email accounts@brightsun.co.uk for accounting department:

B. Settlement

1) Outbound & Inbound ocean shipments: MB/L and HB/L freight terms should be in accordance unless approved by the both parties.

2) GBP Pound Sterling will be used in all cases, non-GBP Pound Sterling will be converted to GBP Pound Sterling at exchange rate accordingly, date assigned at the end of per shipment.

C. Period of Remittance

1) Accounting statement closed date on the end of each month containing all

invoices due for business transactions this month. Each party shall remit to the other party a summary of all charges by the 15th of next month. E.g. for shipments in January, accounting department closed files at the end of January, thus a summary remittance for the month of January will be settled by the 15th of February.

D. Payment Arrangement

1) Both parties will make payment arrangement to each party immediately when the statement balances accumulated to and/or over GBP_____. If statement balances accumulated less than GBP_____, then the balances will be rolled over to the next settlement.

2) Both parties agreed to remit due amount by T/T before the end of month upon receiving statement, payment is subject to the statement amount. Any adjustment shall be made on the next settlement.

E. Banker

1) BTFreight's banking information:

Account Name : BRIGHTSUN FREIGHT LTD

Bank Name: BARCLAYS BANK

Account number :

Sort Code :

Swift Code :

Iban number :

2) Agent's banking information:

Account Name : _____

Bank Name: _____

Account number : _____

Sort Code : _____

Swift Code : _____

Iban number : _____

9. TERMS OF AGREEMENT

- A. This agreement shall take effect on the day and year first above written and shall continue in effect until terminated by either party.
- B. Notwithstanding any other provision to the contrary, either party may at any time terminate this agreement, for any reason, by giving to the other party thirty (30) days notification, in writing.
- C. No termination shall relieve either party hereto from any obligation which accrued hereunder prior to the time of such termination, and all accounts pertaining to the execution of this agreement shall be settled within one (1) month after the termination of this agreement.

10. ARBITRATION

- A. In the event of any dispute or claim relating to any matter under the terms of this agreement or any shipment under the terms of this agreement, then in such event, such matter shall be resolved by binding arbitration. The place of arbitration shall be the country of the claimant. The decision of the arbitrator shall be considered final and shall be accepted by all parties. The decision of the arbitrator may be entered in a court of competent jurisdiction as a judgment. All matters relating to appointment, the appointment of the arbitrator and the arbitration proceedings shall be determined by the applicable arbitration rules under the country of the claimant.

11. INDEMNIFICATION

- A. In the event a party fails to perform as required under the terms of this agreement or fails to perform under the applicable Bill of Lading and/or applicable law, or in the event of any wrongful conduct or negligent act by one party or any of its agents or representatives, then in such event such party shall indemnify the other party for any losses, damages, expense or attorney's fees, and all other expense of any type or nature.



12. AMENDMENTS

- A. This agreement may be enlarged, modified, altered, and/or amend with written confirmation by both parties.

IN WITNESS WHEREOF, both parties have executed this agreement in duplicate by their duly authorized representatives.

Agent Name and Address

Brightsun Freight Ltd

14 Hanworth Road

Hounslow

Middx

TW3 1UA, UK

Signed by name:

Signed by name:

Name of Signatory (please print)

Name of Signatory (please print)

Designation of signatory

Designation of Signatory

Date and Place

Date and Place
