



AGENCY AGREEMENT

This Agreement is made on 2015.03.12 by and between:

Inext Logistics & Supply Chain Private Limited

Plot No. 3 & 4, 2nd Floor, Inext Tower, K-1 Block,
Raja Puri, Opp. Sec -05, Dwarka,
New Delhi – 110075
(Hereinafter called “**Inext360**”)

And

Duration

This agreement shall be effective from the_____ and shall remain valid unless and until terminated by either party with at least sixty (60) days written notice to the other party.

Representation

Both parties agree to co-operate actively and closely to develop air/sea freight business on a Neutral basis, this included Taiwan, Hong Kong and China.

Sales and Marketing

Each party will exchange Sales Information (Sales Leads) relating to traffic between their countries. All sales leads will be treated with high importance and strict confidentiality. Any routed cargo will be advised and sent by facsimile /e-mail to the concerned party in advance.

Both parties should declare to each other their respective buying rates (net/net and without any undisclosed profit) from the carriers for selling purposes and for sales profit computation.

Service

Each party shall render prompt services of customs clearance and delivery for the individual shipments of the other party's consolidation. All such clearance and delivery charges are for the account of the party instructing the order.

Concerning shipments with freight charge due from the consignees, it is the respective party's responsibility to receive the payments of all charges due before making a final delivery.

Origin party should send pre-alerts through facsimile or E-Mail to the receiving party containing HBL/OBL and MAWB/HAWB copy, consignee/consignor information as well as freight collect amounts.

Master Airway Bill and Carrier's Ocean Bill of Lading

Unless mutually agreed upon in writing **Inext** and shall not send airfreight shipments to each other on freight collect Master Airway Bill (MAWB). For sea freight shipment, the terms of the carrier's Ocean Bill of Lading will be in accordance with the House Bill of Lading's (HB/L) freight terms.

FOB Charges

FOB charges will be paid by shipper. In case shipper refuses to pay or due to other agreement between shipper and consignee, the sending party should inform the receiving party in advance in order to collect from consignee.

Profit Sharing

There is no break bulk fee for each party Profit share only based on routed shipment from other party For new customers and new business obtained since the beginning of this agreement from sales leads provided by eitheror **Inext** , the freight profits will be shared on a 50/50 basis. Handling party will not be responsible for sharing a loss where such loss was caused by the selling rate of the routing party being below the cost.

Release of cargo

All shipments are to be delivered after taking all the necessary documents from the consignee/ airline. In case of shipments to Banks, the necessary Bank Release Order or equivalent is to be obtained before delivering the cargo. In absence of the documents the receiving agent is fully responsible for any claims originating against the same.

As long as shipments or consolidations are consigned to **Inext** or, in the event The House Airway bill (HAWB) or House Bill of Lading (HB/L) shows

freight and/or charges Collect, the receiving agent is responsible for all charges to be collected as per the HAWB or HB/L or agents invoice accompanying the cargo.

In any event where a consignee does not respond to arrival notices and/or does not take delivery of the documents/consignment within (1) days from arrival at destination, the receiving agent should send either by fax or email “notice of non-delivery” to the origin office along with the reason why, if any, and request for consignor’s/origin office’s disposal instructions. Failure to comply with above means the receiving agent is responsible for the freight charges of the undelivered shipments.

If the consignee nominates his own customs clearance agent, the receiving party will hand over all necessary documents to such agent.

Settlement

Origin party will issue monthly accumulated statement and submit to destination no later than the 10th day of the following month, and remittance should be made on 30th of the same month through telegraphic transfer or other suitable remittance method. **The credit period should not exceed 30 days in any case.**

(b)The credit limit for both parties per month is **US\$ 50,000**. Once exceeding the credit limit, payment has to be settled immediately!

If total collect charges of any shipment **exceed US\$ 25,000**, then based upon request, settlement should be made earlier than the standard credit period.

If one party does not settle a payment according to (a) above, or the credit limit in (b) above is exceeded, then the other party reserves the right to issue MAWB or OB/L on freight collect basis. The receiving party shall absorb the c.c. fee involved. Origin party shall prepare invoice/debit note for each shipment/consolidation and transmit documents inside pouch to destination for reference.

Currency

Each party agrees to remit all amounts due in US dollars to the other party’s banking account.

Indemnity & Liability

Both parties shall hold each other harmless from any loss, damage, cost or expense of whatever nature they might suffer from acts of negligence, error, or omission by their officers, employees, representatives and/or sub-contractors. Neither party shall be responsible to the other party for any consequential or indirect losses.

Practices & Confidentiality

Concerning matters not stipulated in this agreement, both parties shall observe the established commercial practices and business ethics. Both parties shall keep strict confidentiality of each other's sensitive information.

Jurisdiction

Any disputed amount which cannot be solved amicably shall be governed by the jurisdiction and laws of the country of the defendant.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed in their name and by the signature of their duly authorized officers or officials hereto, signed on the date first above written.

Inext Logistics & Supply Chain Private Limited

Signed..... Witness.....

Name: Name:
Title: Title :

Name: Mr. Manoj Kumar Name: MR. Amardeep Singh
Title: Vice President Title: Managing Director

Signed..... Witness.....

Name: MR. Name: MR.

Title: President Title: Managing Director