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NON-EXCLUSIVE AGENCY AGREEMENT

This Agency Agreement (the "Agreement"), effective as of _____, 2012, is made by and between _____, a corporation established in _____ having its principal place of business at _____, hereinafter ("Agent") and Continental Freight Forwarding, Inc also known as Continental Global Logistics, hereinafter (CFF/CGL) a corporation, formed as a network of global logistics company, established in the State of Florida, and having its principal place of business at 5900 NW 97th Avenue, Doral, FL 33178 USA, on its own behalf and on behalf of its partners as third party beneficiaries of this agreement.

Whereas CFF/CGL is an organization comprised of partners that are companies located throughout the world in the business of providing logistics services globally, including air and ocean forwarding, the arranging of surface transportation, clearing of cargo through local Customs offices, delivery of cargo, and other services generally associated with forwarding/logistics services;

Whereas, CFF/CGL requires all partners of CFF/CGL, as a condition of partnership, to enter this agency agreement;

Whereas, As members of CFF/CGL, one of the conditions of partnership is to act as agents for each other in the respective countries and office locations of each of the partners in order to accomplish the services offered to shipper customers, including acting as delivery agents, and other services generally associated with transportation intermediaries, including, but not limited to sales services, and other services which may be requested by partners, and agreed to by partners on a case by case basis;

Whereas, Agent is a partner of CFF/CGL, and acknowledges that as a condition of continued partnership with CFF/CGL, Agent agrees that by entering this agreement with CFF/CGL, it accepts that the terms and conditions of this Agreement shall be binding in agency relationships as provided herein with other partners of CFF/CGL, and acknowledges that no further agreement is necessary or will be effective, other than the terms herein, and said terms shall be in full force and effect, while Agent remains a partner, as if Agent had entered this agreement directly with each partner individually;

Therefore, as a condition of partnership with CFF/CGL, and other valuable consideration, the Agent, and CFF/CGL on its own behalf on behalf of its partners as third party beneficiaries of this agreement, agree to the following:

ARTICLE 1 – APPOINTMENT

Agent agrees that pursuant to this agreement Agent accepts its appointment, as have all other partners of CFF/CGL, to mutually appoint and act as each other's general, non-exclusive sales and break-bulk and delivery agent in the geographic region in which each partner is located, hereinafter referred to as the "Territory". Agent agrees that it will serve as such agent in the Territory and perform all duties and responsibilities hereinafter defined in an appropriate, efficient, and lawful manner. Agent agrees that its branch offices (if applicable) shall be notified of this agreement and shall also abide by this Agreement.

ARTICLE 2 – INTERPRETATION

- 2.1 In this Agreement, use of the singular includes the plural (and vice versa), and reference to any gender includes all genders.

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- 2.2 Any reference to a person shall include a firm or limited company.
- 2.3 Any reference to a clause, schedule or appendix is a reference to that clause, schedule or appendix to this Agreement.
- 2.4 The annexed Appendix forms part of this Agreement, and a reference to "this Agreement" includes a reference to the Appendix.

ARTICLE 3 – ACTIVITIES

- 3.1 **Agent** shall employ sufficient personnel and adopt adequate and best practiced procedures to enable each other to provide superior quality services to the other.
- 3.2 Each Party shall follow the written instructions of the other party with regards to each shipment. The instructions should include appropriate costs, fees possibly agreed at the time of shipment, and other pertinent information.
- 3.3 Master air waybills or ocean bills of lading shall be sent on a "prepaid" basis unless the Parties agree otherwise. The international manifest of shipments in the consolidation and all relevant customs documents shall be attached to the master air waybill or ocean bills of lading.
- 3.4 Neither Party shall change the contents of a bill of lading or air waybill issued by the other Party in any way without written authorization of the issuing office.
- 3.5 Each Party shall promptly send to the other Party a pre-alert via Internet e-mail or fax to cover every shipment. This pre-alert shall contain at least the following information: Sending agent's reference number, MAWB or B/L number, HAWB or TB/L, shipping date, flight number, total number of pieces, weight, shipper's and consignee's name, port of departure, port of arrival, ETD and ETA.
- 3.6 On receipt of shipment the Receiving Agent shall make certain that freight and documentation are in good order and if shortages or damages are noticed, the Receiving Agent shall endorse the carrier's receipt accordingly and immediately notify the Sending Agent. Moreover, the Receiving Agent shall file a preliminary notice of claim against the carrier to protect the rights of the Sending Agent and handle the claim according to Article 7 of this Agreement.
- 3.7 For any house airway bill or TB/L consigned to the "Bank", the Receiving Agent must obtain a Bank Release confirmation in writing and/or the Bank endorsement on the house airway bill, prior to releasing the documents to the final consignee. Failure to comply with the aforementioned handling procedure will result in the Receiving Agent bearing the full responsibility for any claim made by the Shipper and/or the Sending Agent at the origin.
- 3.8 On receipt of shipment, the Receiving Agent shall immediately contact the ultimate consignee or its appointed broker within 24 hours by telephone, fax, e-mail or other means. Both Sending and Receiving agents shall promptly reply to all communications and to particular requests for specific information within 24 hours from receipt. Information regarding the delivery of the documents to the consignee's broker, or in the case of the brokerage service being provided by the Receiving Agent must be communicated to the Sending Agent within 24 hours.

The delivery of the shipment to the ultimate consignee must be reported as a P.O.D. with the names of the signing parties, date and time, within 24 hours. In cases whereupon receipt remarks have been made in respect of shortage or damage, and this information is to be immediately reported to the Sending Agent.
- 3.9 If the consignee(s) does/do not respond to arrival notice(s) within 7 days from the arrival date, then the Receiving Agent is obligated to promptly inform the Sending Agent hereof. And the Sending Agent must provide instructions to the Receiving Agent as to how to proceed within 24 hours. The Sending Agent shall be liable for any costs incurred by the Receiving Agent in connection with the Sending Agent's instructions regarding the disposition of the shipment.[BS6]
- 3.10 If the consignee or the consignee's appointed representative does not take immediate delivery of the shipment or refuses to pay the collect charges involved, the Receiving Agent shall immediately notify the Sending Agent by telephone, fax or e-mail and shall act in accordance with the Sending Agent's instructions. In the case described here, the Sending agent would be liable for the any or all of the collect charges not paid by the consignee.
- 3.11 In cases where the Sending Agent requires the Receiving Agent to collect payment for the goods on behalf of the shipper, the Receiving Agent agrees to be responsible for collecting the full C.O.D. amount. The Receiving Agent will be responsible to collect, prior to releasing the cargo, a bank draft (Cashier's check) made out in name of the vendor in the amount and currency shown on the commercial invoice. The bank draft will be sent back to the Sending Agent. Prior authorization for this transaction must be obtained in

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writing from Agent before any monies can be paid by CFF/CGL. A \$35.00 or 15% disbursement fee is applicable to all monies paid on behalf of the agent.

Such C.O.D. shipments must be notified by the Sending Agent to the Receiving Agent prior shipment (departure at origin) takes place. Failure to collect the bank draft (Cashier's check), will result in the Receiving Agent bearing the full responsibility for the full amount of the vendor's commercial invoice and for any claim made by the shipper and/or the handling agent at the origin station. Receiving agent's Company check, for payment of C.O.D. is not acceptable, unless agreed otherwise between either Party or Shipper. The Receiving Agent, at its own discretion, will be entitled to charge to the Sending Agent a C.O.D. administrative fee for the service rendered. Such service fee should be discussed and agreed upon between the Parties, prior to shipment.

- 3.12 In the case of shipments forwarded on a "collect basis," the Receiving Agent shall be responsible for collecting such charges prior to making the final delivery. However, should the Receiving Agent decide to grant credit facilities to the consignee or the consignee's appointed representative, the granting of such credit facilities shall be entirely the responsibility and be at the risk of the Receiving Agent. The bank charges for remitting payment back to the Sending Agent should be for the account of the Sending agent.
- 3.13 Monies collected by the Receiving Agent on behalf of the Sending Agent shall remain the property of the Sending Agent.
- 3.14 In the United States trade lanes Agent shall only issue its own ocean house bill of lading if it is either a licensed or registered non-vessel operating common carrier ("NVOCC"), has appropriate bond(s) on file with the Federal Maritime Commission ("FMC"), and electronically publishes rates and charges pursuant to the shipping statutes and regulations of the United States. Agents may issue ocean house bill of ladings of other members in the United States trade lanes, but only if those members are licensed or registered with the FMC, have appropriate bonds, and publish tariffs in accordance with U.S. laws. Additionally, an Agent must have written authority to utilize the ocean house bill of another member.
- 3.15 Agent agrees that it will indemnify CFF/CGL, and any Partners of CFF/CGL with regard to the usage of another member's house bill of lading as noted herein below in Article 13.

ARTICLE 4 – SALES

- 4.1 Both Parties will make all possible efforts to increase both air and ocean cargo traffic between their respective markets by:
 - a. Employing sufficient sales and marketing staff to generate business and make sales calls.
 - b. Regularly calling up existing and potential clients.
 - c. Acting and replying to all qualified sales lead within 3 days.
 - d. A lead is considered qualified when the party supplying the lead can provide a
 - e. company name, a contact name, email or phone contact information, and background as to the opportunity associated with the lead.
 - f. Personally representing routing requests, where geographically possible, within 48 hours.
 - g. Formulating and regularly updating marketing, service and pricing changes into respective country databases.
 - h. Monitoring competition service standards and rates and advising of changes where known.
- 4.2 Agent agrees to adapt their rates structure to meet competition, provided the profit is maintained at a level acceptable by CFF/CGL. Agent agrees to coordinate negotiations with carriers jointly or separately to achieve greater service levels and lower buying rates.

ARTICLE 5 – PROFIT SPLIT – BREAK BULK FEES

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- 5.1 A profit split on a 50-50 basis shall be granted by either Party for business generated. Agent and CFF/CGL partners shall thus share gross profit on direct and consolidated shipments and on prepaid shipments secured to and from either country.
- 5.2 The Parties shall determine the amount of profit derived from each shipment by deducting from the total revenue, the local costs and freight (ocean or air) costs, taking into account all legal commissions, rebates and incentives.
- 5.4 Warehousing and containerization charges for export shipments are to be borne by the Sending Agent. Importing expenses for de-containerization, warehousing and break bulk are to borne by Receiving Agent. These expenses are excluded from the profit split calculation unless otherwise agreed between the parties.
- 5.5 Profit split will be settled by issue of credit note on a shipment-by-shipment basis or by a consolidated statement/credit note issued each month to each Party's corporate office. The issuance of a profit split is the obligation of the Sending Agent. Credit notes for profit splits are to be issued no later than 7 days after the date of shipment. Either party shall be entitled to offset any disputed sums due from one Party to the other Party until a settlement is reached.

ARTICLES 6 – COMMUNICATION

- 6.1 Each Party will be responsible for its own costs in respect of communication costs whether related to sales, operations, and performance responsibilities within the Agreement.
- 6.2 No information whatsoever in relation to the cooperation between Agent and CFF/CGL sales and operational – shall be given to a third party, other than that which may be required by a statutory body, without both parties written consent.
- 6.3 Both Parties will exchange details of operational procedures, names of key personnel, tariffs and any further information, which are deemed to be useful to maintain and increase mutual cooperation.

ARTICLE 7 – CARGO CLAIMS

Liability and Insurance of Cargo:

The merchandises travel at cost and risk of our clients and are not insured by CFF/CGL unless we have received a written request to do so. In all of the operations of transporting our responsibility in no case and under no circumstances will exceed the liabilities assumed on behalf and by the involved / contracted train operators, airlines, navigation / steamship companies, surface (trucking) or any other intermediate intervening in the course of transportation. The freight charges remain subordinated of fluctuations of the tariffs by air, maritime and surface transportations and payable in the currency applied by the country of origin of the shipment.

Our goal at Continental Freight Forwarding, Inc is to always provide the best service possible. In the unfortunate event a shipment is lost, damaged or destroyed, there are specific amounts that the carrier of choice that Continental Freight Forwarding, Inc. uses to move your cargo from point to point is considered liable for in regards to the value of your shipment. Based upon the shipment's value, standard valuations have been established and are used if the shipper does not indicate Shipper's Insurance is requested at time of pick up.

Continental Freight Forwarding, Inc. acts as a worldwide air and ocean freight consolidator and forwarder, with an additional focus on neutral consolidation, cargo handling and customs brokerage is available.

Continental Freight Forwarding, Inc has an excellent facility, which generally outperforms warehouses available in the Miami area. Combined with the IT infrastructure, we ensure top performance in expedited domestic shipments and documentation, international export shipments and documentation along with import shipments and clearances if required.

Continental Freight Forwarding, Inc. strategy is based on the following aspects:

- Strong network of Domestic and International agents and consolidators

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- Excellent Service offered by our employees with vast knowledge of the logistic industry
- Timely and courteous service
- Emphasis on communication, efficiency and financial surety

Continental Freight Forwarding, Inc. can provide you with ALL Risk Insurance coverage for transportation of the goods you will be shipping with us. I highly suggest this option as this insures that any damage, loss or pilferage will be covered. IF no insurance is advised at time of pick up please understand that the physical warehouse is only while physically at our warehouse and it does not cover mysterious disappearances. It does cover Acts of God, except for Earthquake, which is excluded absolutely and there is a deductible on losses due to windstorms. Cargo coverage is only applicable if CFF insurance is purchased and thus this will cover basic risks of ocean voyage and air freight shipments; All Risks Coverage: covers risks except those particularly excluded..War Risks: typically not covered but available for ocean shipments

Shipper Insurance...Can be purchased at an additional fee under our open policy certificate, this means the insurance will be added to the waybill BUT a certificate will not be issued. If a certificate is required an additional \$ 45.00 is applicable. Insurance may be purchased for seventy-five (75) cents per \$100 USD (no Carrier liability assumed) plus 10% CIF Value.. The insurance is subject to a minimum of \$35.00 USD (which covers up to \$500 USD) and a maximum of \$3,000 USD (which covers up to \$500,000 USD). Fractions of \$100 USD of coverage purchased are rounded to the next \$100 USD. Additional insurance can be requested, however approval must be obtained prior to acceptance. Insurance is available for most commodities. War Risk must be added separately. There are some countries that ARE Excluded from available insurance and we can provide you with a list if it is required.

If you choose NOT to insure your cargo and only go with the liability offered by the carrier it is of extreme importance you understand and/or have knowledge of the following:

At the present time I would like to bring you abreast on the current **New IATA® Air Waybill Conditions of Contract that came into effect on the 1 July 2010 when shipping cargo via air freight.**

The amended Air Waybill (AWB) Conditions of Contract (Resolution 600b) that harmonizes the application of the Montreal Convention liability limit for the transportation of air cargo across all routes worldwide has become effective on **1 July 2010** after receiving the necessary regulatory approval. This is part of continuing industry efforts to simplify the air cargo business and enhanced efficiency to shippers and forwarders.

The amendment to **Resolution 600b** standardizes the application of the 19 Special Drawing Rights (SDRs) Montreal Convention liability limit to all routes worldwide. It also provides increased certainty for claims handling and service determination. Prior to the new Resolution 600b, airlines had to administer multiple liability limits depending on the applicable regime. There was also uncertainty on the applicable liability limits on routes where no convention applied and also on the conversion equivalent of the non-existing French gold francs.

IATA® advocates the global adoption of the Montreal Convention, which provides a secure legal foundation for IATA's e-freight initiative and supports the move towards the implementation of the electronic Air Waybill (e-AWB).

The acceptance by airlines of the Montreal Convention liability limit standard on all routes is a step forward for the air cargo industry. Governments also need to do their part by ratifying the Montreal Convention. This will pave the way for the expedited implementation of e-freight globally. IATA® will continue to engage governments for the rapid adoption of the Montreal Convention. **According to Article 22.3 of the Montreal Convention 1999 (MC99) the liability for the carrier is 17 SDR/kilogram or \$ 9.07/lb**

U.S. Domestic Shipments (Via Ground Transportation)

If no declared value is listed for Shippers Insurance at time of pick up the carriers liability will not exceed the lesser of fifty (50) cents per pound of chargeable weight or the amount of any damages actually sustained.

Air Freight U.S. Domestic Shipments (including Puerto Rico and the U.S. Virgin Islands)

If no declared value is listed for Shippers Insurance at time of pick up the carriers liability will not exceed the lesser of fifty (50) cents per pound of chargeable weight or the amount of any damages actually sustained.

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Air Freight International Shipments

If no declared value is listed for Shippers Insurance at time of pick up the carriers liability shall not exceed the lesser of \$9.07 per pound or \$ 20.00 per kilo of actual scale weight for international shipments or the amount of any damages actually sustained. When declaring a value for Customs purposes, the maximum allowed for U.S. imports is \$1,250 USD and for U.S. exports is \$2,500 USD.

Ocean Carrier Shipments

In the event that the ocean carrier is liable for the damage, their liability is limited by the amounts stated on their bill of lading, which \$500 per package or customary freight unit.

Minimum/Maximum Liability

The minimum liability is \$50 USD however; in no case will Continental Freight Forwarding or its carrier of choice liability exceed the actual value of the goods shipped. The maximum liability for domestic and international (except Canada) PPS shipments is \$1,500. For shipments between points in the U.S. and Canada the maximum liability is \$1,000.

Declaring a Higher Value (Excess Valuation) IS NOT Accepted by Continental Freight Forwarding, Inc.

When filling a claim and declaring for the entire shipment:

- If the entire shipment is lost, damaged or destroyed, the liability is the declared value, but not less than \$50 USD or the actual value of the shipment, whichever is lower.
- If only a part of the shipment is lost, damaged or destroyed, the liability is the average declared value per pound of the shipment multiplied by the number of chargeable pounds (scale pounds for international) of piece affected, but not less than \$50 USD, the actual value of the affected pieces, or the amount of any damages actually sustained, whichever is lower.

When filling a claim and declaring separate pieces of a shipment:

- If the piece(s) are lost, damaged or destroyed, the liability is the declared value of the piece(s), but not less than \$50 USD, the actual amount of damage sustained, or the actual value of the piece, whichever is lower.

Time Limitations For Filing a Claim

Failure to notify the carrier within the following time limits could lead to a claim for damage being denied. Please remember that the best practice is to notify the carrier as soon as possible.

Ocean Shipments:	Visible Loss/Damage	Within 24 Hours of Receipt
	Non-visible Loss/Damage	Within 24 Hours of Receipt

Air Carrier Liability

According to the Warsaw Convention, air carriers also have limited liability. Below is a reprint of pertinent clauses from that Convention that outline the carriers responsibility:

- The carrier is liable for damage sustained in the event of the distribution or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.
The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.
The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place

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- during the carriage by air.
- The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures. In the carriage of goods and luggage the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

Air Shipments:	Damage:	Within 24 Hours of Receipt
	Hidden/Concealed Damage:	Within 24 Hours of Receipt
	Non-Delivery:	7 days from date the air waybill was issued

ARTICLE 8 – ACCOUNTING

- 8.1 The Parties shall keep accurate and separate records and accounts for the shipments transacted under this Agreement, and, if required to do so by the other Party, then each Party shall provide a copy of such records and accounts to the other Party.
- 8.2 Settlement of all invoices shall be made in United States Dollars ("USD") wherever possible, or in another currency with the prior mutual written agreement by both Parties. The amount must be paid in the agreed currency, free of bank commissions. The rate of exchange shall be the rate of exchange on the date of the invoice as published by currency calculators , or any other internationally recognized currency converter, whichever is accurate an acceptable in international commerce.
- 8.3 Upon mutual agreement to conduct business by both parties, credit terms will be negotiated and ratified by both parties.
- 8.4 Members agree that ocean shipments are to be paid _____ days from invoice date, and all other non-disputed invoices are to be paid within _____ days of invoice date. By the 15th and 30th of each calendar month, the Parties shall send their respective statements of accounts, showing all receivable and payable items pending between them. Within five (5) working days of receiving their respective statements, the Parties shall have their accounts reconciled and approved by the other Party for payment. Payment shall be affected by the following working day.
- 8.5 Each Party will set up a credit limit of USD _____. Should the credit limit be reached before the credit term period agreed upon, payment shall be effected earlier and upon request of the creditor. It will be at either Party's discretion to lower or raise such credit limit.
- 8.6 Both Parties agree to supply each other with a credit note for profit share supported by a summary detail. Single credit note on a per shipment basis is allowed. Freight bill for the total freight charges deducted from the credit amount due to the agent for profit share in the form of "net billing", is also allowed.
- 8.7 Any disputed invoices should be discussed and settled in 10 days.
- 8.8 Notwithstanding anything herein contained, the Parties acknowledge that when one agent is collecting money on behalf of the other, then it is acting purely in a fiduciary capacity.
- 8.9 Members agree that the originating party shall pay their full bank charges associated with the wire transfer of funds, and the receiving party shall pay their bank charges for receiving wire transfers. This applies to the payment of CFF/CGL invoices or charges as well.

ARTICLE 9-SECURITY PROCEDURES

Continental Freight Forwarding, Inc signed an agreement to participate with the US Customs and Border Protection in their efforts to ensure the security of the supply chain. Our company commits to meet or exceed when possible the recommended business and security practices to assist in the world wide campaign to STOP terrorism.

Customs Trade Partnership Against Terrorism (C-TPAT®) Program. A joint government-business initiative, C-TPAT® was designed to build cooperative relationships that will strengthen international supply-chain and U.S.-border security. C-TPAT® member-certified importers, carriers, brokers, warehouse operators, and manufacturers work together to ensure the integrity of their security practices, communicate their security guidelines to business partners within the supply chain and verify the guidelines of those partners.

The Customs Service has developed a validation process to ensure that C-TPAT® participants have implemented the security measures outlined in their Security Profile and in any supplemental information provided to Customs. C-TPAT® security profile and any related materials provided by the participant will be conducted under the guiding partnership principles of C-TPAT®. The will enable CFF as a C-TPAT® participant and US Customs to jointly review your security profile to ensure that security actions in the profile are being effectively executed.

Purpose:

Prior to selecting a new business partner or vendor in the U.S as well as in a foreign country, company requires detailed information about the prospective new business partner, including but not limited to validity, financial soundness, ability to meet contractual security requirements and the ability to identify and correct security deficiencies as needed.

Procedure:

It is the policy of our company to obtain comprehensive information about a prospective new business partner/vendor, for that purpose, the party should disclose:

- Full legal name and any d/b/a name under which the party is doing business.
- Legal tax or government ID number(s).
- Copies of all permits and licenses.
- Ownership of any other business entities in order to verify any conflict of interest.
- D&B numbers, BBB number or similar business reporting entity number used in other countries.
- Bank reference (s).
- Full name/address of at least three (3) clients/suppliers for reference check.
- Trade routes.
- Suppliers, purchaser and customer base once business is secured, sold and agreed upon.

For security purposed the business partner/vendor must fill in a detailed questionnaire as per C-TPAT® requirements herein. Prior to selection of any new business partner/vendor all references will be checked and verified and if deemed necessary a personal visit maybe required by management team or the management team of foreign agent where the security questionnaire maybe verified.

Continental Freight Forwarding, Inc. is also a proud member of TAPA®. Transported Asset Protection Association (TAPA®) is an association of security professionals and related business partners from high technology and high value companies who have organized for the purpose of addressing the emerging security threats that are common to the high value industry supply chain. A fundamental TAPA® objective is to affect positive change in the security practices of the freight transportation and insurance communities as a whole. TAPA AMERICAS represents one of three primary branches of TAPA® worldwide -- the other two being TAPA EMEA (Europe and Africa) and TAPA APAC (Asia/Pacific). These branches include chapters in South Africa and Mexico, with new chapters developing in other countries plagued by cargo crime. Each TAPA® branch or chapter participates in the worldwide organization while also addressing the needs of its own regional members.

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ARTICLE 10 – CONDITIONS

The Parties acknowledge that generally each Party will operate in accordance to the Standard Trading conditions applicable to their area of operation, or international standard trading and banking conditions and regulations governed by IATA, FIATA and the WARSAW CONVENTION and all applicable local government laws in either country.

ARTICLES 11 – AMENDMENTS-DURATION-TERMINATION OF THE AGREEMENT NOTICES

- 10.1 This Agreement will be valid on a NON-EXCLUSIVE basis as from the date of this Agreement for an indefinite period of time unless conditions in the termination clause are applicable.
- 10.2 This Agreement can be terminated by virtue of violation of any term of this Agreement, by virtue of bankruptcy, insolvency, or change of ownership not acceptable to the other Party, or by committing a negligent act or omission, whether intentional or not, which constitutes a breach of this Agreement, or by giving notice of termination in writing and giving the other Party 30 days' written notice. This is to be sent by registered mail and fax transmission. If this Agreement is terminated for any reason whatsoever, then each Party shall pay to the other Party all amounts accrued, due and unpaid as at the date of the termination without prejudice to any right to claim for actions or omissions that give rise to termination of this Agreement.
- 10.3 This Agreement may not be amended or modified in any way except by mutual agreement, in writing, signed by both Parties. Unless otherwise agreed, any notice under this Agreement shall be sufficient if sent by registered letter or by cable or fax.

ARTICLE 12 CONFIDENTIALITY

During the period of this Agreement and any time thereafter, either Party shall not communicate to any third party the terms of this Agreement or disclose any information received or learned in connection with this Agreement.

This Agreement should be executed in 2 counterparts and each shall constitute an original and each Party hereby acknowledges having received 1 original copy for safekeeping.

ARTICLE 13 INDEMNIFICATION

- 12.1 Agent agrees to indemnify CFF/CGL, and its partners as third party beneficiaries of this agreement (collectively herein as "CFF/CGL"), against any and all liability, loss, damages, costs, claims, fines, penalties, and/or expenses, including but not limited to attorney's fees, which CFF/CGL and members may hereafter incur, suffer, or be required to pay by reason of any claims by any private party, court, or government agency arising from any activity directly or indirectly attributable to Agent, including, but not limited, to the use of a member's house bill of lading. In the event that any action, suit, or proceeding is brought against CFF/CGL or its members, by any court, government agency, or private party, Agent at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against CFF/CGL and its members.
- 12.2 In the event that CFF/CGL or its member(s) are required to pay any fines, penalties, damages, or other sums related to any activity directly or indirectly attributable to Agent, including, but not limited, to the use of a member's house bill of lading, Agent agrees to indemnify CFF/CGL and member(s) for any such amount that CFF/CGL and member(s) may be required to pay, together with reasonable expenses, including attorney's fees, incurred by CFF/CGL and member(s) in connection with defending any claim or legal action and/or in obtaining reimbursement from Agent.
- 12.3 Agent agrees to notify CFF/CGL and member(s) in writing, by certified mail sent to CFF/CGL address as stated in this agreement, of any claims made against Agent on the obligations against which Agent has indemnified CFF/CGL and member(s) herein.

COMPANY NAME: _____

PLACE: _____

VALIDITY: UNLIMITED

Signature

Name: _____

Title: _____

Date: _____

COMPANY NAME: Continental
Freight Forwarding
Inc./Continental Global Logistics

PLACE: Doral, Florida, USA

VALIDITY: UNLIMITED

CFF/CGL

5900 NW 97TH AVE, Suite 6

Doral, Florida 33178

Signature:

Name: Joseph A. Ciero

Title: President

Date:

CONTINENTAL FREIGHT FORWARDING, INC/CONTINENTAL GLOBAL LOGISTICS., as a regulated entity by the Transportation Security Administration is currently required as an Indirect Air Carrier to obtain from each shipper who tenders cargo, consent to an inspection of any cargo tendered. If the shipper does not consent to an inspection of any or all cargo tendered for air transportation , the shipper understands that all cargo tendered to Continental Freight Forwarding must be refused and will not be offered for air transport. By this means it's implied that ALL cargo tendered to Continental Freight Forwarding for shipping is authorized for inspection.



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