



AGENCY AGREEMENT

This Agreement is made on October 17th, 2025, between:

Interglobal Logistics Corp.
8750 NW 36th Street, Suite 620
Doral, FL 33178
Tel. (305) 470-9989
Fax. (305) 470-9505
Email: operations@intergloballogistics.com

Bank Details:

A/C NAME: Interglobal Logistics Corp.

A/C NO. 861008933

BANK NAME: JP Morgan Chase

BANK ADDRESS: Doral Plaza Branch - 9785 NW 41st Street - Doral, FL 33178 - USA

SWIFT CODE: CHASUS33

ABA# 021000021

And

AD Shipping Brazil
Ernesto Carlos Iserhard Street, 526
Santa Cruz do Sul, RS

Tel: +55 51 3902-4008

Email: sales3@adshipping.com.br

Bank Details:

A/C NAME: _____

A/C NO.: _____

BANK NAME: _____

BANK ADDRESS: _____

SWIFT CODE: _____

AD SHIPPING BANK ACCOUNT:

INTERMEDIARY BANK: JPMORGAN CHASE BANK, N.A

SWIFT CODE: CHASUS33

BENEFICIARY BANK: ITAÚ UNIBANCO S.A.

SWIFT CODE: ITAUBRSP

FINAL BENEFICIARY NAME: AD SHIPPING AGENCIAMENTO DE CARGAS LTDA

BRANCH NUMBER: 0605

ACCOUNT NUMBER: 0057001-9

TAX ID 24875425000102

IBAN BR1760701190006050000570019C1

AGREEMENT TERMS

ARTICLE-1

Both parties agreed to represent as **non-exclusive agent** each other in the domain of the international freight forwarding, logistics, air freight and sea freight consolidation business between **Interglobal Logistics Corp** and **AD Shipping Brazil**.

ARTICLE-2

Both **Interglobal Logistics Corp** and **AD Shipping Brazil** agreed to send each other sales lead/net buying cost on an exclusive basis, and the relevant sales information are not to be released to a third party.

ARTICLE-3

Sales lead will be followed up/responded to within 48 hrs. [in working days]. An e-mail to message outlining full details of discussion with customers, as well as evaluation on the possibility of obtaining business will be sent to individual office within the above time frame on vice versa basis.

ARTICLE-4

Ocean Export / Import Shipments – Interglobal Logistics is required to file a **NVOCC tariff** for shipments using our OTI license. This is in accordance with the Federal Maritime Commission (**FMC**) regulations, which mandate that all lawful rates and charges must be published, amended, maintained, and kept open to the public. The FMC has the power to enforce this law, and failure to comply may result in penalties. **AD Shipping Brazil** agrees that 48 hrs. prior to loading the vessel, to send **Interglobal Logistics Corp** the ocean freight charges rates. **AD Shipping Brazil** acknowledges that failure to comply the FMC instructions may result in penalties for non-compliance, including shipment, cargo examination, and detention of the cargo.

ARTICLE-5

Ocean Import Shipment Requirement with **ISF Filling (Importer Security Filling 10+2)**. The ISF must be filed at least 24 hours before the cargo is loaded onto a vessel bonded for the United States. The steamship line can file the ISF on your behalf, however we can also assist with this process if preferred. Should you choose to use our assistance, **AD Shipping Brazil** agrees to provide Interglobal Logistics Corp with the following information:

1. MBL and HBL
2. Manufacturer or supplier details
3. Container stuffing location
4. Consolidator or Steamship Line information

5. Importer of Record Details
6. Freight HTS Code
7. Vessel stowage plan

ARTICLE-6

ISF Filling - AD Shipping Brazil acknowledges that U.S. Customs and Border Protection (**CBP**) have the authority to assess liquidated damages for non-compliance and may result in penalties and detention of the cargo.

ARTICLE-7

Both **Interglobal Logistics Corp** and **AD Shipping Brazil** will send e-mail shipping advice outlining all the necessary details/information before vessel's departure and full set documents including **House B/L, Carrier B/L, debit/credit note** etc. will be sent to each other offices. Telex release is also accepted if in the case where delay is encountered in obtaining documents from the shipping lines. Consequently, both parties should provide each other with a 48 hrs. pre-alert of all documents including **HBL** and **MBL** concerning sea freight consignment prior vessel departure at original port.

ARTICLE-8

Freight Settlement: all outstanding invoices are to be settled by either party in the following month and both **Interglobal Logistics Corp** and **AD Shipping Brazil** will settle the outstanding in **USD Currency**. Bank service charges will be on individual account & no reduction shall be made for the transfers. For shipments that the freight has not been collected, both parties agreed to deduct that amount from the monthly statement. The uncollected amount will be reconciled when it is collected.

ARTICLE-9

Profit Sharing: **(Routed shipment Only)** - **50/50%** to be applied for sales lead shipment, joint secured shipment and routing order shipment.

ARTICLE-10

Both parties hereby agree and acknowledge that, although **Interglobal Logistics Corp** and **AD Shipping Brazil** may act as agents or representatives for one another for specific transactions, they are and shall remain independent legal entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties. Each party shall be solely responsible for its own obligations, expenses, and liabilities. Neither **Interglobal Logistics Corp** nor **AD Shipping Brazil** shall bear any responsibility or liability for any debts, losses, or financial obligations incurred by the other party, except for fines or penalties directly arising from **AD Shipping Brazil's** non-compliance with FMC (Federal Maritime Commission) and ISF (Importer Security Filing 10+2) regulations, as applicable under Article 4, Article 5, and Article 6 of this Agreement.

ARTICLE-11

Both parties agree that the credit facilities to be extended to individual customers or third parties solely at the risk of party who has committed such facilities. Any party shall not mis-declare or commit any fraud regarding any matters concerning any shipment and shall not deny any legal claims for damages shown to be due to the party's mistakes, errors, omissions or negligence, which these shall be applied to both parties.

ARTICLE-12

Each party will have access to trade secrets and proprietary information of the other. Each party shall keep confidential and not divulge, publish or disclose such trade secrets and proprietary information of the other party to any third party other than in the pursuit of objectives under this agreement for the mutual benefit of both parties.

ARTICLE-13

Amendments and/or changes to this agreement or its addendum(s) shall be written form and agreed upon by both parties. Any unilateral amendment or changes and/or revisions will not be binding or considered as a part of this agreement.

This agreement will become effective from October-17th, 2025 for unlimited time frame. However, both parties can terminate the agreement by serving sixty (60) days' advance notice. This agreement can be terminated upon violation by one of the parties to the articles herein contained. The party being financially injured has the right to claim financial compensation in the event of the other party has violated the contract of agreement as stipulated.

In witness thereof, both parties shall affix their signatures below with official stamping for the agreement mentioned in page 1, 2, 3, and 4.

For and on behalf of:
Interglobal Logistics Corp

For and on behalf of:
AD Shipping Brazil

Name : Danny Hoyos

Name : Michelle Aguirre

Title : Vice- President

Title : Export Manager

Date : October 21, 2025.

Date : October 17th, 2025.


Interglobal Logistics Corp.
8750 NW 36th Street, Suite 620
Doral, FL 33178

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