



XIAMEN TRANS-CHINA LOGISTICS CO.,LTD

5F, Xinrong Commercial Building, No54 Huli Avenue, Xiamen, China

<http://www.trans-china.com>

AGENCY AGREEMENT

合作协议

Parties Involved

This agreement is made on 2021.01.01 By and between:

XIAMEN TRANS-CHINA LOGISTICS CO.,LTD.

(hereinafter referred to as "PARTY A")

And

AD SHIPPING LTDA

(hereinafter referred to as PARTY B)

本协议由厦门汉航物流有限公司（以下简称 A 方）

与 AD SHIPPING LTDA

（以下简称 B 方）

于 2021 年 01 月 01 日 签订。

Recitals

In consideration of the premises and covenants contained herein, the Parties agree as follows:

协议明细:

经协商，双方一致同意如下：

1.0 Scope of Agreement 协议概述

1.1 APPOINTMENT

PARTY A, Hereby appoints PARTY B as its agent in the field of air/ocean cargo freight business in Brazil
在此，甲方指定乙方为其在巴西的空运/海运业务代理；

And

PARTY B appoints PARTY A as its agent in the field of air/ocean cargo freight business in China.

同时

乙方指定甲方为其在中国的空运/海运业务代理。

1.2 HANDLING 操作原则

As to airfreight shipment, each party shall provide services including breakbulk, notify consignees of shipments arrival, protect incoming House Air Waybill, collect freightage and further provide: Proof of delivery (P.O.D.'s) and reforwarding details etc.

对于空运货物，双方应提供包括散货、通知收货人到货、保护入境的空运提单、收取货物等服务，并进一步提供目的港交货证明及续运明细等。

As to ocean freight shipment, each party shall be responsible to handle the local shipment nominated by its counterpart. Such Handling includes but not limited to contact local shippers, rate confirmation, booking to carrier, customer clearance, CY or factory stuffing and issuing of House b/l etc.

对于海运货物，双方应负责操作由对方指定的本地装运。此类操作包括但不限于联系当地托运人、确认费用、预订承运人、报关清关、堆场或工厂装运货物以及签发提单等。

As agent as
XIAMEN TRAN

Each party will immediately notify the other party in writing of all shortage and/or damages made known to them. Both parties agree to assist in the processing of claims if any.

如发生缺损，应立即书面通知另一方，双方一致同意将协助对方处理索赔。

1.3 ISSUANCE OF HB/L 签发提单

Delivery agent's House Bill of Lading and House Air Waybill should always be issued. The party acting as delivery agent will only release cargo, unless otherwise instructed by the issuing agent, against the original House Bill of Lading duly endorsed by consignee.

应始终签发运输代理人的货代海运/空运提单。除提单签发方另有指示外，承运人须只依据由收货人背书的提单原件放货。

1.4 PRE-ALERT 单证预报

Pre-alerts should be sent by fax or email to the Import Department of the destinated agent who shall acknowledge receipt within the same day or latest the next day.

预报应当日、不超过次日通过传真或电子邮件发送，通知到目的港代理方进口部门的相关人员。

1.5 ROUTING ORDERS 指定货

Routing orders will be followed up immediately, by approaching supplier and introducing our joint-services.

当接到指定货订单，应立即同供应商接洽并向其介绍双方的联合服务

1.6 COMMUNICATION 沟通

Reply to the other party should always be made within the same day or latest next day, if reply can not be given yet than a short confirmation message should be sent.

应当日、不晚于次日答复对方，若无法及时答复，则应先回复确认收到信息。

1.7 CONSIDERATION 业务支撑

Both parties shall support the other to the best of their ability, by utilizing all suitable means to follow up the procured business of the respective party.

双方应利用所有恰当方式尽全力支持、推动对方的商业交易。

1.8 SALES AND MARKETING 销售推广

Sales leads and marketing information shall be exchanged and followed up, all sales reports shall be provided on the results of the canvassing activities within 3 working days. Joint programs are to be developed and implemented from time to time. All sales leads and other information must be kept in strict confidentiality between each party and shall not be made available to any outside parties.

双方应互相交换及跟进销售线索与市场资讯，并应在3个工作日内提供关于销售结果的所有报告。应不时发展实施合作业务。各方应严格保密、并不得向任何协议以外第三方提供一切销售线索及其他资讯。

2.0 Payment 付款条款

2.1 PROFIT SPLIT: HALF/HALF, MIN USD50/CNTR 利润分成: 对半分, 最少 USD50/CNTR

2.2 ACCOUNTING SETTLEMENT 付款条件

1) PARTY A should send monthly statement (based on board date) to PARTY B. PARTY B shall check the statement and confirm back the statement within 5 workdays to PARTY A.

A 方应每月根据装船日期发送总账单给 B 方。B 方应于 5 个工作日内检查并确认回复。

Both parties agree to settle the payment (including but not limited to charges in following remark ①) to the PARTY A within 5 workdays of credit term (For air shipments, 2 days within shipments arrival at destination; For sea shipments, 7 days within shipments arrival at destination).

双方一致同意在以下账期的 5 个工作日内结算费用 (费用明细包含但不仅限于标记①): 对空运单, 到港后 2 天内; 对海运单, 到港后 7 天内。

2) In case that there're no new sea orders from PARTY B, PARTY A will hold the last FCL MBL until receive full payment from PARTY B.

在 B 方未有新海运订单时, A 方将扣留最后一票整柜船东提单直至 B 方结清费用。

3) Banking charges will be absorbed locally.

银行手续费应完全由付款方承担。

4) All cargoes to/fm China shall be released upon collection of original bill of lading issued. PARTY B should release cargoes with notice or original HBL from shipper/PARTY A.

所有运往或始发地为中国的货物, 都必须在收到正本提单后才可被放行。B 方应在收到发货人或 A 方的正式通知或货代提单正本后才可放货。

5) Disputing or missing invoices shall not effect in any way the regular processing and remittance on no disputing invoices. Any charges you do not agree with, have to be clarified with the issuing office immediately. 任何争议或有误解的账单都不得以任何形式影响无争议账单的正常付款。如对费用有异议, 必须及时与账单签发方核清。

6) Payments should always be pre-alerted by fax or e-mail and be performed through both parties' Bank Account with details as following:

B 方应通过传真或电子邮件通知已付款, 并付至以下银行账号:

PART A Beneficiary Name: XIAMEN TRANS-CHINA LOGISTICS CO.,LTD.

Address: 5F,Xinrong Commercial Building, NO.54 Huli Avenue, Huli District ,Xiamen, China.

BANK NAME: BANK OF CHINA XIAMEN BRANCH GAOKEJI SUB-BRANCH

BANK ADDRESS: NO.8 HUOJU ROAD,XIAMEN,FUJIAN,CHINA

BANK ACCOUNT NO (USD): 427376594002

Swift code: BKCHCNBJ73A

"REMARK ①--- CHARGES:

Profit share, Ocean/Air freight, Courier Fee, Handling Fee, Original Charge, Document Charge, THC, Booking Charge, Seal Fee, Customs Clearance Fee, Trucking Fee, VGM, MBL issued at dest Fee, Telex Release Fee, Agency Fee, CFS Fee, Warehouse Fee, Loading & Unloading fee, Loading Surcharge, Notarization Fee, Certificate Of Origin, PSS, Inspection Fee, Custom Duty, Demurrage and so on. "

标记①---费用明细含:

利润共享, 海/空运费, 快递费, 操作费, 起运港费用, 单证费, 码头装卸费, 订舱费, 封签费, 报关费, 拖车费, 集装箱称重操作费, 目的港签单费, 电放费, 代理费, 场站费, 仓储费, 装卸费, 装载附加费, 公证费, 产地证费, 旺季附加费, 查验费, 关税, 滞期费等。

2.3 Dispute 争议处理

In the event of a dispute arises as to an amount due under any invoice, air waybill or bill of lading, the party responsible for making the payment shall pay all undisputed amounts pending resolution of the dispute.

任何账单项下费用产生争议, 无论空运或海运, 付款方都应在争议解决前先付清无争议费用。

Disputes of charges and profit share payments/credits must be given in writing with a detailed explanation as to the dispute, within thirty (30) days from receipt of invoice.

付款方须在收到账单后三十天内以书面形式提出并详细说明费用争议点。

Provided a full payment is made pending resolution of a dispute, such full payment shall not be deemed to be a waiver of any rights to recoup an overpayment.

若在争议解决前, 付款方已付全款并超额付款, 则该付款不应被视为放弃补偿超额付款的权利。

In the event a shipper or consignee files a complaint or claim under any invoice, air waybill or bill of lading or requests a copy of any documentation, the party receiving the complaint, claim or copy request shall immediately notify the other party.

如托运人或收货人对任何账单提出投诉、索赔或要求, 则信息接收方应立即通知另一方。

No Deductions for Cargo Claims. No deduction from amounts due shall be allowed for cargo claims. Cargo claims shall be settled individually between the parties in the normal course of business.

不得扣除货物赔偿费用。不得直接从应付款中扣除货物索赔部分。双方应在正常的业务流程中另外解决货物索赔问题。

3.0 TRADE NAMES AND LOGOS 贸易名称与商标

Except by mutual written consent, neither party shall use or cause to be used the other's name or any imitation or variant thereof as part of its corporate, business or trade name nor grant such use to any subsidiary, affiliate or agent in any country.

除经双方书面同意, 任何一方不得使用或被引导使用或模仿另一方的企业名称, 不得伪装为从属于另一方的企业机构; 也不得将此类使用授权予任何国家的子公司、关联公司或代理商。

Neither party may use the other party's name in any publicity, sales or marketing materials without the prior express written consent of that party.

未经任何一方的事先明确书面同意, 另一方都不得在宣传、销售或营销素材中使用对方的企业名称。

Neither party shall register or attempt to register any corporate, business nor trade name, logo, Trademark or service mark used by the other in any country.

任何一方均不得在任何国家或地区注册或尝试注册另一方的组织机构、商业名称、徽标、企业商标或服务商标。

4.0 Duration & Termination 协议有效期与终止期

4.1 This Agreement shall become effective immediately upon the execution hereof as of the date set forth above 2021.01.01, and shall remain in full force and effect for an initial term of three (3) years and shall be automatically extended for successive three (3) year terms unless either party gives notice to the other party not less than ninety (90) days prior to the termination of the initial term, or the term as may be extended from years

to year, of its intention to terminate this Agreement. (In which case termination shall be effective upon completion of current Term or unless terminated sooner as herein provided)

本协议应自上述签订日起立即生效，有效期为三年，若无异议则自动延续三年。如一方需终止协议，则需在协议到期日前至少九十天通知对方，在此前提下，除本协议其它规定的提前终止情况外，该方提出的终止要求应在协议到期后生效。

4.2 This Agreement may be terminated by either party for any reason, by either written mutual consent of the Parties or upon either party giving ninety (90) days prior written notice of termination.

协议双方均可出于任何原因，经一方或双方在有效期提前九十天提出终止协议。

Each party may terminate this Agreement in the event the other party defaults in the performance of any of its duties and obligations and default is not cured within ninety(90) days after written notice is given to the defaulting party.

如一方未履行应尽职责和义务，则另一方可在有效期九十天内书面通知对方终止协议。

Either party may terminate this Agreement immediately upon notice to the other party, if such other party shall become insolvent or if a receiver or trustee in bankruptcy is appointed for such other party and its assets or if any petition, proceeding or action is instituted against such other party.

在以下情况可在通知另一方后立即终止本协议：另一方资不抵债，或已指定接管人或受托人处理破产或资产，或其正被对方申诉、诉讼、起诉。

4.3 In the event of termination, each party shall fulfill its obligations to the other party up to the date of termination. All financial obligations of each party are valid and enforceable until paid.

如需终止协议，双方应在协议有效期内履行完应尽义务。直至结清费用前，所有付款义务都有效力且可被强制执行。

4.4 The expiration and termination of this Agreement shall not effect the pre-existing rights and obligations of the parties.

协议终止不应影响签订协议前双方就已存在的权利和义务。

5.0 Confidentiality 保密条款

Each party acknowledge that by reason of the terms of this Agreement, each will be provided access to certain confidential information of the other party.

双方均知悉，基于本协议中的条款，一方将为另一方提供访问某些机密的权限。

Each party hereby agrees that during the term of this Agreement and for a period of three (3) years thereafter, it shall not use or disclose to anyone any of the trade secrets and other proprietary information of any kind of the other party, including but not limited to, information relating to sales strategies, sales prices, customer lists, costs of service, employee lists and any other confidential information.

在此，双方同意在本协议有效期内及其后三年内，不得使用或向任何第三方透漏对方的任何商业机密及其它专利信息，包括但不限于与销售策略、销售价格、客户名单、服务成本、员工名单相关的资料及其它机密信息。

6.0 Applicable law and Jurisdiction 适用法律及司法管辖区

The formation, validity, interpretation and implementation of this Contract shall be governed by the PRC laws and regulations.

本合同的签订、效力、解释与执行应受中国法律法规的约束。

As per Chinese Maritime Law, all cargo to/fm China ports are governed by Chinese Maritime Law approved

on Nov 07 1992. All cargo to/fm China shall be released upon collection of original bill of lading issued.

根据中国海商法，所有运往或始发地为中国港口的货物均受 1992 年 11 月 7 日发行的中国海事法管辖。所有运往或始发地为中国港口的货物均应在出具正本提单后才可予以放行。

Ref to Clause 71 Chapter 4 Chinese Maritime Law, "A bill of lading is a document which serves as an evidence of the contract of carriage of goods by sea and the taking over or loading of the goods by the carrier, and based on which the carrier undertakes to deliver the goods against surrendering the same. A provision in the document stating that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking."

参见《中国海商法》第 4 章第 71 条，“提单是一种用以证明海上货物运输合同和货物已由承运人接管或装船，以及承运人据以保证交付货物的单证。提单中载明的向记名人交付货物，或者按照指示人的指示交付货物，或者向提单持有人交付货物的条款，构成了承运人据以交付货物的保证。”

In the event of any dispute arising out of or relating to this Contract, the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations. If any dispute arising out of or in connection with this contract is not resolved through friendly consultations, it shall be submitted to 3rd place of Hong Kong.

如因本合同引起任何争议或与本合同有关的争议，双方应首先通过友好协商解决。如未能通过友好协商解决，则应提交至第三地香港裁决。

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date and year first above written.

双方已于上方注明的日期签署本协议，特此证明。

In case of misunderstanding the English version shall be considered superior.

如有理解分歧，应以英文版本为准。

Signed for and on behalf of:

Xiamen Trans-China Logistics Co., Ltd.

5F, Xinrong Commercial Building,
No54 Huli Avenue, Xiamen, China

Tel : 0086-0592-5755684

E-mail: market05@trans-china.com

General manager: Amy Peng

Date:

Signed for and on behalf of:

Company name: AD SHIPPING LTDA

Address: TV HAMONIA, 254

Tel : + +55 51998907908

E-mail: dayane@adshipping.com.br

Director/General manager: DAYANE

Date: MARCH/10/2020


DAYANE KROTH
Sócia Administradora