

CARGO SALES AND SERVICE AGENCY AGREEMENT

This Agreement made this ___ day of _____, 20__

BETWEEN:

WT CARGO LLC, a body corporate constituted and established under the laws of the State of Florida, United States of America, having its principal office at 3620 NW 114th Avenue, Doral, Florida 33178, on the one part

AND:

___<COMPANY NAME> __, a having its principal office at___<CITY>__, ___<COUNTRY>_of the other part.

WHEREAS

The Principal carries on the business of selling and provide services related to Air and Sea Cargo and makes such services available to the public and desires to appoint a cargo Sales and Service Agent (SSA) in respect of certain territories specified herein;

The SSA has the staff and means to act as a cargo Sales and Service Agent in respect of the territory specified herein;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein, the parties agree as follows:

I) APPOINTMENT AND TERRITORY

WT CARGO LLC (hereinafter referred to as the Principal") appoints ___<COMPANY NAME> __ hereinafter referrer to as 'the Sales and Service Agent" or SSA", as a SSA within ___<TERRITORY>__hereinafter referred to as 'the territory', which appointment is accepted by the SSA.

II) EXCLUSIVITY

Unless otherwise agreed in written between the parties, the SSA shall not accept other appointments to act as Cargo SSA from any other Principal in the United States, without the prior written consent of the Principal, which consent shall not be unreasonably withheld.

III) ASSIGNMENT/SUB-CONTRACT

The SSA shall not assign, transfer or delegate any of its rights or responsibilities under this Agreement without the prior written consent of the Principal.

IV) DESIGNATION OF SSA AND ADVERTISING

The SSA shall be entitled to describe itself as a "**WT CARGO (USA)**" Cargo Sales and Service Agent of the Principal at its places of business and on commercial documents, advertisements, notices, publications, letterheads and similar items.

V) Alternative name

The SSA can use the trade name "**WT LOGISTICS (USA)**" if this term makes more sense in his market.

VI) FUNCTIONS OF THE SSA

The SSA shall perform the following functions on behalf of the Principal:

- a) Sale of cargo business and services of the Principal, in accordance with the tariffs, rules, regulations and documentation provided by the Principal.
- b) Promotion of cargo business and services provided by the Principal.
- c) Oversee of customers in the territory and settlement of accounts with these customers, if required, in respect of sales of transportation of the Principal under issuance of the traffic documents (such as air waybills) of the Principal.
- d) Providing the Principal with information concerning local laws, regulations, taxes and other similar information, that may affect the Principal.
- e) The SSA shall provide monthly reports of present and future market developments, including the activities of the Principal's competitors as well as

any other sales or commercial information that might reasonably be required by the Principal.

- f) Representation of the Principal, in negotiations with Governmental and other authorities, officials, offices and agencies.
- g) Preparation of all documents required by local or international regulations or as may reasonably be required by the Principal, such as a declaration for fiscal purposes.
- h) On request by the Principal, special publicity or advertising. Publicity material provided by the Principal shall remain the property of the Principal.
- i) Arranging for appropriate identification for the Principal at all the SSA's offices in the territory and the distribution of the Principal's timetables, tariffs and promotional material to Agents and to the general public.
- j) Provision of, and separately compensation for, other services, which may reasonably be required by the Principal.

VII) OBLIGATIONS OF THE SSA

- a) The SSA shall ensure that it has sufficient competent personnel to fulfill its obligations under this Agreement.
- b) Preparation of all documents required by local and international regulations that accompany the cargo tendered to the Principal.
- c) The SSA agrees to comply with all reasonable directions and instructions of the Principal or its authorized representatives concerning all matters affecting or arising out of this Agreement.
- d) The SSA agrees to take all possible steps to ensure that the quality of the services furnished to the Principal by the Sales Agents, as well as those provided by respective Government Authorities, is not less favorable than that given to any others, including the SSA itself, at the same location.
- e) The SSA shall comply with all provisions of international and local regulations in the handling of the cargo business.
- f) The SSA shall account to the Principal for all amounts received by the SSA for the sale of transportation on the Principal's services.

VIII) REPRESENTATION BY THE PRINCIPAL

The Principal reserves the right to establish its own office and to station its own management and staff in the Territory and the SSA undertakes to maintain all necessary liaison with such staff in carrying out their duties and responsibilities; provided that the duties of such management and staff do not prevent, restrict or inhibit the SSA in the performance of its duties described in this Agreement.

IX) OTHER REPRESENTATION BY THE PRINCIPAL:

The Principal will undertake the following obligations under this Agreement:

- a) Preparation of all documents required by local and international regulations that accompany the cargo tendered to the SSA.
- b) Promotion of cargo business and services to and from the SSA territory.
- c) Providing the SSA with information concerning local laws, regulations, taxes and other similar information that may affect the SSA.
- d) The Principal will provide the SSA with sales or commercial information that may help the SSA develop its own business.

X) OBSERVANCE OF INSTRUCTIONS AND TARIFFS

All rates offered by the SSA must be agreed with the Principal.

All rates offered by the Principal must be agreed with the SSA.

XI) TRANSPORTATION DOCUMENTS.

The SSA and the Principal shall provide its own air waybills (AWBs), Bill of Lading (B/L) and other necessary documents (hereinafter referred to collectively as the "Documents"), at no charge, to be utilized for the purposes of this Agreement

XII) REMUNERATION

Remuneration is to be agreed between the parties and set out in 'Attachment A'.

XIII) SETTLEMENT OF ACCOUNTS

The SSA shall be responsible for monies in respect of sales of cargo transportation, whether sold by the SSA or by its sales agents in the territory.

The SSA shall remit freight charges and other monies to the Principal in accordance with the procedures as shown in Attachment A.

All monies collected by the SSA for transportation sold on behalf of the Principal, including any commission withheld by the SSA, are the property of the Principal and shall be retained by the SSA as the property of the Principal until satisfactorily accounted for by the Principal.

The Principal shall remit freight charges to the SSA in accordance with the procedures as shown in Attachment A.

All monies collected by the Principal for transportation sold on behalf of the SSA, including any commission withheld by the Principal, are the property of the SSA and shall be retained by the Principal as the property of the SSA until satisfactorily accounted for by the SSA.

XIV) CREDIT

The SSA shall respect the credit policy of the Principal and shall follow any other instructions issued by the Principal with respect to credit.

XV) LIABILITY AND INDEMNITY

The Principal and the SSA agree to indemnify and hold harmless each other and their directors, officers, employees and agents from and against any and all actions, claims, losses, proceedings, costs, damages and expenses which either party may sustain as a result of the actions or failure to act of the other party, its directors, officers, employees or agents.

XVI) LEGAL PROCEEDINGS

The SSA shall not without the consent in writing of the Principal, institute legal proceedings in the name of the Principal, settle, release or discontinue any action or other legal proceedings or otherwise prejudicially affect the interests of the Principal, but will do all things necessary to defend the Principal's interests pending receipt of instructions. The SSA shall inform the Principal without delay of the institution of any legal proceedings against the SSA, and/or against the Principal.

XVII) CONFIDENTIALITY

Recognizing the commercial sensitivity of information provided pursuant to this Agreement, absent any statutory obligation to the contrary, the parties hereto shall take all practical measures to ensure that information concerning each other's business results and activities are not revealed to any other party without written consent of the party concerned.

XVIII) MODIFICATIONS OR ADDITIONS

Modifications of or additions to this Agreement must be approved in writing by both parties provided, however, that any modifications or additions shall be deemed to have been incorporated herein as from the agreed effective date.

XIX) TITLES AND EXTENDED MEANINGS

The division of this Agreement into articles, sentences, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

XX) SEVERABILITY

The invalidity of any particular provision of this Agreement shall not affect any other provision of it, but the Agreement shall be construed as if the invalid portion had been omitted.

If any article, disposition, provision, paragraph, clause in this Agreement is contrary to the prevailing law on any of the affected territory, shall be construed as if the invalid article, disposition, provision, paragraph or clause had been omitted.

XXI) GOVERNING LAW

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the State of Florida, Miami-Dade County, United States of America, without regard to principles of conflicts of laws.

XXII) ARBITRATION

Any difference or dispute concerning the scope, meaning, construction or effect of this Agreement, or any matter or thing contained herein or related hereto, shall be referred to Arbitration in accordance with Arbitration Rules of the International Air Transport Association. The arbitration award shall be final and conclusively binding upon the parties.

XXIII) NOTICE

Unless otherwise specified, notice to a party required under this Agreement must be provided in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the parties as follows:

If to SSA:

Address:

___<COMPANY NAME> _____

___<LINE ONE> _____

___<LINE TWO> _____

___<CITY>__, ___<COUNTRY>_ _____

Attention:

___<CONTACT NAME> _____

eMail Address:

___<eMail> _____

Fax:

___<FAX>_____

If to Principal:

Address:

___**WT CARGO LLC** _____

Attention:

___**Francisco Celedon** _____

eMail Address:

___**Sales.Support@wtlogistics.com** _____

Phone:

___**+1(305)717-5400** _____

Fax:

___**+1(305)717-5400** _____

Or to any other address, fax number or person that the party designates. Any notice, if delivered personally or by courier, will be deemed to have been given when actually received, if transmitted by facsimile, it shall be deemed to have been received on the next business day (In the jurisdiction of the recipient) following its transmission by facsimile.

XXIV) WAIVER

Failure by either party to exercise any of its rights, powers or remedies under this Agreement or its delay to do so, shall not constitute a waiver of those rights, powers or remedies. Such failure to exercise or partial exercise by a party of a right, power or remedy shall not prevent its subsequent exercise or exercise of any other right, power or remedy.

XXV) EXECUTION AND TERMINATION

- a) This Agreement shall become effective on and shall continue in force for a period of one year.
- b) Either party may at any time terminate this Agreement forthwith in the following circumstances:
 - i) The other party commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of its creditors, or enters into any arrangement [or composition] with its creditors, or in the event that any proceedings shall be commenced by or

against the other party under any bankruptcy or insolvency laws, or proceedings for the appointment of a receiver or any other official with similar powers are commenced;

- ii) In case of the other party's winding-up.
- c) In the event that the other party commits a breach of any of the material terms and conditions of this Agreement, which breach is not cured within **30 days** of receipt by the party in breach of a notice setting out the breach and calling upon the party in breach to remedy it.
- d) Either party may terminate this Agreement, without cause, upon provision of one hundred and eighty (180) days written notice to the Head Office of the other party.
- e) If this Agreement is terminated pursuant to paragraphs 1, 2, 3 or 4 above, such termination will not affect any previous rights, claims or liabilities of either party created or incurred prior to termination.
- f) Within FOURTEEN (14) days of the termination of the Agreement or within such further time as may be prescribed by the Principal, the SSA shall deliver to the Principal or his nominee all documents and other property of the Principal.

XXVI) ENTIRE AGREEMENT

This Agreement (Including any schedules and attachments referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer any rights or remedies upon any person other than the parties hereto.

SIGNED ON BEHALF OF:

PRINCIPAL

SALES AND SERVICE AGENT

WT CARGO LLC _____ <COMPANY NAME> _____

NAME _____ NAME _____ <CONTACT NAME> _____

DATE _____ DATE ____ day of _____, 20__ _____

Attachment "A"

SALES AND SERVICE AGENCY AGREEMENT GENERAL TERMS AND CONDITIONS

1. Profit Split / Profit Share.

Profit should be shared 50/50 percent for International cargo movements developed by both parties.

2. Break-Bulk Charges.

Break-Bulk charges should not be billed to each party. Costs for break-bulk will be covered by gained profit split.

3. On-Forwarding Charges.

When destinations on MAWB and HAWB are not the same, cost for onforwarding charges be billed to the originating agent.

4. Free Domicile.

Cost for customs clearance, warehouse facilities, inland charges and documentation should be billed to the originating agent.

5. Other Services to Shipper/Consignee.

The "Destination Agent" at destination and "Originating Agent" at the origin, can provide other services to the customer, only if they do not compete with services provided by the other agent.

6. Pre-alert.

Pre-alerts should be sent by e-mail or fax to the Import Department of the destination agent, using the method indicated under "Consignee".

7. Sales Leads & Routing Orders

Qualified and fully detailed Sales Leads & Routing orders favouring companies in the each side shall be sent to:

| | Principal | SSA (Sales and Service Agent) |
|-------|---------------------------|-------------------------------|
| Name | Francisco Celedon | ___ <CONTACT NAME> ___ |
| Phone | +1(305)717-5400 | __<PHONE>__ |
| Fax | +1(305)593-0316 | ___<FAX>___ |
| eMail | Sales.Support@WTCargo.com | ___<eMail> ___ |
| | | |

8. Communication

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

9. Consideration

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

10. Validity & Termination

This agreement becomes effective when signed by the Parties nominated and shall be valid indefinitely unless termination is sought by one of the Parties, each giving the other not less than (30 days) notice there of in writing.

11. Accounting

A monthly statement should be sent to both parties by every first week of the new month.

Upon check of this statement. payment should follow in the second week, or early for larger amounts, this by an electronic transfer.

Bank expenses, if any, must be paid by the wire transfer "originatin agent".

Payments should always be pre-alerted by e-mail or fax and be performed through our Bank Account:

| | Principal | SSA Services and Sales Agent |
|----------------------------|----------------------------------|------------------------------|
| Beneficiary | WT Cargo LLC | |
| Address | 3620 NW 114 th Avenue | |
| | | |
| City | Doral, FL 33172 | |
| Country | U.S.A. | |
| Bank Name | Bank of America | |
| Address | 401 E. Las Olas Blvd.9th Floor | |
| | Fort Lauderdale, FL 33301 | |
| | | |
| Phone | (888) 852-5000 Ext. 3009 | |
| Account | 00549-396-6442 | |
| Swift / ABA / Routing code | 0260-0959-3 | |
| | | |

12. Appointment

Prepaid Consignments U.S.A. to other countries:

MAWB-M B/L should read consignee the agent company and notifying the final consignee

Collect consignments USA to other countries (back-to-back and consol)

MAWB-M B/L – Prepaid to WT Cargo LLC

HAWB-H B/L – Collect to final consignee

In those countries where Prepaid MAWB’s can not be realized, a Collect MAWB will be accepted with the notice of possible collection fees at final destination

Both parties grant each other the collection of the freight charges within their respective country

(Where the freight is to be collect).

13. Consignation.

Your consolidation should be consignee to:

| | For WT Cargo LLC | For Sales and Service Agent (SSA) |
|--------------|-------------------------------|------------------------------------|
| Name | WT Cargo LLC | ___<COMPANY NAME> __ |
| Address | 3620 NW 114 th Ave | ___<LINE ONE>__ ___<LINE TWO>__ |
| City / State | Doral, FL 33178 | ___<CITY>__ |
| Country | U.S.A. | ___<COUNTRY>_ |
| Phone | Phone: (305)597-0230 | ___<PHONE>__ |
| eMail | Imports@Wtcargo.com | ___<eMail> ____ |

In witness there of, the parties here to cause this agreement to be executed on the day and year written below.

| | | |
|----------|----------------------------|----------------------------|
| Date | ___ day of _____, 20___ | |
| Place | Doral, FL, U.S.A | ___<CITY>__, ___<COUNTRY>_ |
| | Signed for accordance | Signed for accordance |
| Name | _____ | _____ |
| Position | _____ | _____ |
| | _____ | _____ |

ATTACHMENT "B"

1. DEFINITIONS

- 1.1. SALES AND SERVICE AGENT (SSA) means a person, including any individual, partnership, firm, association, company or corporation, appointed by the Principal to represent the Principal with respect to the promotion and sale of cargo business for and on behalf of the Principal, either directly or by means of a sub-contract and whose name has been entered in the List of Members SSA's, pursuant to the present Agreement.
- 1.2. AGENT means a Cargo Agent whose name is entered on the Cargo Agency List.
- 1.3. ORIGINATING AGENT means the Agent located in the country where the cargo is first tendered for shipment.
- 1.4. DESTINATION AGENT means the Agent nominated in the shipping documents as the consignee.
- 1.5. PARTIES mean the Principal and the Sales and Service Agent.
- 1.6. PRINCIPAL as used herein means an appointing Member or, in the case of a sub-contract, the original appointing Member.
- 1.7. PROFIT (or gross margin) means the difference between the "purchasing cost" of the International Cargo by the transportation provider and the "sales price" of the same to the customer.

2. SUBCONTRACT

Means the delegation of general authority to provide cargo services and cargo sales functions for the Principal by a SSA to another party, by virtue of a written agreement which shall be subject to the conditions of this Agreement and shall require the prior written consent of the Principal.

3. TERRITORY

Means the geographic area and/or the customer base to which this Agreement applies.

4. LANGUAGE

The use of words and expressions in the singular shall, where the context permits, be taken to include their use in the plural and vice versa.

5. SERVICES AND SALES FUNCTIONS

The services to be provided by a SSA and the function to be performed by it shall be agreed between the Principal and the SSA and shall be set out in a written contract.

6. REMUNERATION

The remuneration to be paid to a SSA will be negotiated between the Principal and the SSA;

7. SALES & SERVICE AGENT'S TERRITORY

When a SSA is appointed, the territory in which it is authorized to act on behalf of the Principal shall be clearly defined in the agreement between the parties

8. NOTIFICATION

The SSA shall notify the Principal of the appointment of any SSA or office locations in the territory; such notification shall indicate the name of the SSA and the addresses of all offices where it will perform SSA functions on behalf of the Principal in the territory, the effective date of the appointment and the territory.

9. SALES & SERVICE AGENCY LIST

The Agency Administrator shall maintain a list of all SSA appointments notified pursuant to Paragraph 7 of this Agreement, and shall furnish all Members annually with a current copy of such list.

Attachment "C"

In order to be recognized as an approved SSA, applicants should demonstrate strength in the following disciplines:

I) Financial standing:

The SSA should have:

- a) A minimum paid-up capitalization
Whether limited liability companies or unincorporated partnerships or sole traders, provided, that a satisfactory trading record has been established, as evidenced by annual certified accounts for two full years;
- b) Solvency
Defined as the excess of total tangible assets over total liabilities (intangible assets, such as goodwill, will be excluded); provided, however, that if a balance sheet reveals a potentially insolvent position, (as defined in local accounting practices), corrective action is taken by increasing capitalization by cash injection or subordinated loan, or other satisfactory means;
- c) Liquidity
The relationship of current assets to current liabilities (fixed assets will be excluded from the assessment). The prescribed ratio will be at least: 1:1
- d) Profitability
trading profit derived from ordinary business activities before taxation. However, a loss in a particular year may be treated as an exception where a consistent record of profitability can be demonstrated and the loss is unlikely to recur.

The above accounting criteria will be the principal tests used in any assessment and will be applied to the latest, full-certified financial accounts of the entity.

Other sources of information may be used in order to obtain a more complete assessment or to provide additional details regarding the company, to the benefit of all parties, such as:

- a) Bank position:
Highest debit and credit; agreed overdraft limit; total facilities available; security held by bank;
 - b) Credit Rating:
Gearing/debt to equity ratio/interest payment ability
 - c) Company search:
This provides useful background information to help to establish overall financial strength;
 - d) Trading record & commercial standing:
This would apply to the company and where appropriate its owners/shareholders and or directors.
The latest accounts and a current company search will normally enable the trading record and commercial standing to be evaluated. Where this information reveals any matters of significant concern, particularly related to owners, shareholders, and/or directors; a further investigation will be necessary.
- II) Trained staff:
Staff members should have undergone training in basic cargo knowledge as well as in the handling of Dangerous Goods.
- III) Adherence to security control measures
 - IV) Suitable premises
 - V) Awareness of local government requirements
 - VI) Areas of particular expertise in sales and/or service
 - VII) Full ability to interchange information electronically, including but not limited to Internet, FAX and telephone.