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The FIATA Model Correspondents' Agreement

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Preface

During the spring meeting 2004 in Zurich the Presidency approved the FIATA Model correspondent's Agreement as used today.

This document prepared by and Ad Hoc working group within the Advisory Body for Legal Matters has been widely consulted by our members, and the fact that we today are presenting you with a new edition, only has to do with the changing world we and the Logistic Supply chain are living in and certainly not because the current version was not a precise instrument to use amongst our members looking for overseas partner.

It has helped our members to formalize and regulate the commercial relationship, service expectations and legal liabilities of the contracting parties.

The new booklet has been written by Manuel M. Vicens Matas with the support of Proessor. Jan Ramberg

It obviously is a living document, and may need to be reviewed and amend from time to time, a task that FIATA is committed to take on so that it will at all time, reflect the need of the industry.

I am convinced that our members will find this new version as interesting and useful as the previous one and will make good use of it.

Jean-Claude Delen
President of FIATA

Introduction

A Freight Forwarder needs to count on businesses from all around the globe that are entrusted with ensuring that his goods reach every area agreed upon with his client at the place of origin, by hiring the appropriate modes of transport at the location concerned for each delivery and for other additional services. The Freight Forwarder may then open branches in every country in which he operates, or subcontract a local Freight Forwarder to carry out said tasks. The latter option is the most common operational form among global Freight Forwarders.

When this collaboration is no longer intermittent but becomes habitual, the Freight Forwarder at the place of destination becomes the correspondent of the Freight Forwarder at the place of origin, and he arranges the transportation of the former in his country.

As a result, the Correspondents' Agreement is the Agreement in which the Freight Forwarder at the place of destination and the Freight Forwarder at the place of origin give expression to the way in which they are going to collaborate.

Although in practice it is a frequently used Agreement, and perhaps due to the fact that the Freight Forwarding activity in lacks regulation in many countries, there is generally accepted model or template of contract between correspondents' of which parties thereto, from all over the world, if they wish, may avail themselves, and thus avoiding, not only problems derived from the pertaining different geographic areas and cultures, but also that in some aspects remain indeterminate avoid inefficiencies, litigations and costly procedures. This will help in the quality of services to with the consequent repercussion and a reduced in the quality of services.

In addition, the existence of a model for Correspondents' Agreements may contribute, as far as the mandatory rules of international conventions or applicable national laws permit, to equilibrate the position of both correspondents wherever they may be located, which is a factor of some significance in maintaining a stability and conditions of equality between them during the life of the Agreement.

Therefore, a template or model Correspondents' Agreement will not only act as a reminder of those legal and technical matters to be taken into account when choosing and hiring a correspondent, but it will also contribute to reveal the real nature of relationships, almost associative or needed for a common business, thus contributing to a better performance of the Freight Forwarder activity.

Specifically in view of the above, the Agreement has been divided into two parts. The first part relates to the actual contractual clauses, which usually remain unchanged for the term of the correspondents' relationship, and the second part refers to the technical procedures and conditions, which are incorporated into the Agreement as an Appendix in order to permit the periodical updating thereof, and bearing the interests of the parties and changing circumstances in mind. Nevertheless, this second part is also included in the recitals of the correspondence and it has the same binding effect as the first part.

Also, it must be remembered that, in the process of bringing to an end the cycle relating to Freight Forwarding activity, a model Agreement between correspondents is an element of considerable value that undoubtedly can help some countries to be aware of, and more accurately define, the concept of the Freight Forwarder and the role of this latter in logistics and in the international distribution of goods.

Finally, I would like to thank the valuable contribution of the members of the ad hoc working group who have made it possible to set up this model of Correspondents' Agreement: Mrs. Beata Janicka, Mrs. Antonella Straulino, Mr. Mayur Contractor †, Mr. Ed Little, Mr. Peter Jones and Mr. Peter Maegerle from FIATA Secretariat. In addition, I would like to thank Spanish International Freight Forwarders Association (FETEIA) for its support and help, also I would like to recognize the great help that was supposed by the prior work that was made available to the ad hoc working group, such as, the Protocol Model established by the Group Transit 41 (Mr. Henrique José Saraiva Lima, Mr. Jordi Mallol and Mr. Alberto Petrozzi), a guide to Agreements between Freight Forwarders established by BIFA (Mr. Robert Keen), the Agreement established by the Swiss Freight Forwarding and Logistics Association and the Protocol Model used in Poland.

Manuel M. Vicens

Chairman of the ad hoc working group

VICENS MATAS

Barristers & Solicitors

Barcelona, Spain, July 2004

Introduction to the second edition.

The FIATA Model Correspondents' Agreement is based more on the intention of contributing to the improvement and equilibrium of the correspondents' relationship and the needs of the forwarding agents than on difficult doctrinal positions.

This, coupled to the evolution that the international trade has experienced in the last few years, led to publish a second edition in which, without substantially modifying the content of the Correspondents' Agreement model, some slight changes were introduced to include not only new suppositions as those arising from the increasing use of electronic communications and the implementation in almost all countries measures against acts of terrorism, but also to specifically explain some aspects of the model with the aim of making it more multipurpose and understandable.

I do not doubt that with these checkups and updating, the FIATA Model Correspondents' Agreement will be still an instrument at the service of the forwarding activity of great use for those who want to use it when establishing correspondents' relationships.

Finally, I want to emphasize the valuable assistance that for this second edition of the Fiata Model Correspondent's Agreement has supposed to have the contribution of the Professor Jan Ramberg.

Manuel M. Vicens

Barcelona, Spain, July 2010

Part I

Explanatory Notes on the Contents of the Model Correspondents' Agreement

Clause 1:

Definitions

Clause one deals with the definition of concepts in the Freight Forwarding activity, both in respect of the Freight Forwarder and of his correspondent. Its contents are directly influenced by the "FIATA Model Rules for Freight Forwarders Services" and as far as is possible it is concerned with making a general commentary on the objective and subjective scope of the Agreement. If the parties arrive at an Agreement and there is a customary or common legal commercial definition between them on the matters to which clause one refers, then there will be no problem with that definition replacing those of the model Agreement. Finally this clause specifies what is to be understood by the expressions "in writing" and "medium that guarantees that in normal circumstances the document will be received" used in the Agreement, the meaning and extent of which might be interpreted differently in the various geographical areas to which the effects of the Agreement extend.

Clause 2:

Subject matter of the Agreement

The most important thing about this clause is that one of the most significant aspects of the correspondents' relationship is specified therein, which is that the parties that are included in the same do not act as agents or representatives of one another, but as Freight Forwarder, except when there is an Agreement to the contrary. That is, the correspondent forms part of the transportation chain that links the geographical areas decided by both parties, which are covered by the Correspondents' Agreement. Additionally, in his professional capacity he acts as a Freight Forwarder providing his services in the place or geographical area that is assigned to him under the Agreement.

In addition, the meaning of the expressions "representative" and "agent" is not always the same in the various legal systems, which is why it is advisable not to use these terms to refer to the Freight Forwarder that acts as the correspondent of the other Freight Forwarder, unless the parties agree otherwise.

When the parties decide to act as representatives, agents, partners, etc. it is convenient for them to be advised by an attorney, who will define the exact role that each party will play, given the fact that this model is only established in general terms.

Clause 3:

Geographical area

The geographical area in which the Freight Forwarder that acts as the correspondent of the other Freight Forwarder must engage in his activity is a matter that has to be taken very much into account in all Correspondents' Agreements, and for this reason it must be established with the highest degree of detail and accuracy. There is no inconvenience

at all in acting as a correspondent of the other Freight Forwarder in more than one place, even if the various places are located in different countries. Nevertheless, it is recommended that in principle every Correspondents' Agreement should correspond to only one country, since major differences may exist with regard to the mandatory provisions of an international convention or applicable national law between different countries. This is a circumstance that could break the balance equilibrium herein if an Agreement that was entered into covered the activity of correspondents in several countries.

Clauses two and three are intended to ensure that the parties act as correspondents for each other, but there are no obstacles, even though from the technical and financial point of view a provision allowing only one of the parties to act as a correspondent of the other may not be recommended. Such provision would have to be expressly agreed by means of the addition of a relevant clause dealing with this possibility.

Clause 4:

Material scope

In accordance with the needs of the parties and what is appropriate for them, clause 4 develops and specifies those items or aspects of the Freight Forwarding activity that can be the subject matter of the Correspondents' Agreement.

The contents of this clause must be supplemented by the specifications of the Appendix in respect of technical procedures and conditions, which contain other aspects of an instrumental rather than a substantive nature that suits also to be included in this type of Agreement.

In order to describe the material scope of each Agreement it has been suggested that the parties should cross the box referring to traffic and services which has been reserved for that purpose, and should list in the box left blank those other services for which provision is not made in the model Agreement but to which they wish to extend the collaboration.

Finally, paragraph 3 of the clause reasserts what has already been stated in so far as none of the parties may represent or act as an agent of the other, subject to an express Agreement to the contrary.

Clause 5:

Duration of the Agreement

With regard to the duration of the Agreement, diverse options have been provided in order that the parties may select the one that fits in best with their interests.

Option A establishes an indefinite duration for the Agreement from the date of execution thereof, or from the date that the parties deem to be more appropriate, although in compliance with the universally accepted principle that no one can be permanently or perpetually bound by another, it is established that the parties may unilaterally withdraw from the Agreement at any time, by written notice forwarded to the other party through a medium that guarantees that in normal circumstances the document will be received by the other party. For the purpose of avoiding an unexpected breach of contract, which is naturally harmful for the party that would have wished to have observed the Agreement, a prior notice period of one month is

established which may be increased in accordance with the time that the Agreement may have already lasted.

Option B provides that a specific period must be agreed for the duration and for the entry into force of the Agreement, and for the automatic extension of this once the term set forth has expired, unless one of the parties notifies the other party in writing of his wish not to extend or renew the Agreement, likewise by a system that ensures that in normal circumstances the notice will be received, subject to a notice period to be freely agreed upon by the parties and which may also be subordinated to the time that the contract may have already lasted.

Option C is the option that envisages a lesser obligation between the parties not having contemplated the renovation or the extension of the agreement.

Finally, the option D foresees any other possible alternative for the duration of the agreement.

The Agreement incorporates some boxes that must be ticked in order to indicate the effectiveness of the various temporary alternatives for which provision is made in the four options.

Clause 6 and 7:

Exclusivity

Scope of exclusivity

These clauses are closely related. The former allows the parties to decide whether or not their correspondents' relationship is going to be exclusive, whilst the latter clause clarifies what the scope of the exclusive or non-exclusive clauses will be. In this respect, the model Correspondents' Agreement will abide by the general principles that usually govern international commercial Agreements on a worldwide scale in this field and for analogy in those of the Agency Contract, nevertheless their nature will be different from the Correspondents' Agreement.

In addition, boxes are provided herein so that the diverse options set forth in the Agreement may be selected.

Clause 8:

General duty to act in an appropriate manner

The contents of this clause are aimed at ensuring that the conduct of the parties does not breach the law and that such professional rules as may respectively be applicable to them are observed. Moreover, and for the same purposes, those practices and customs frequently observed by the parties are taken into account, since an action that is often repeated and frequently observed ends up being accepted by the contracting parties, who are logically bound thereby. Finally, the duty incumbent on the parties to supply information in a timely manner in order that they may help each other to comply with their obligations under the Agreement is nothing more than a contributory provision established so that the Agreement may maximise its effectiveness.

Clause 9:

Confidentiality

One of the characteristics that must accompany collaboration Agreements is confidentiality, and even more so when the Agreements will have a prolonged effect in the future, as is the case with a Correspondents' Agreement. Clause 9 sets out to satisfy precisely such a requirement. By virtue of this clause all the information connected with the first party, and of which, pursuant to this Agreement, the other party becomes aware, must be deemed to be confidential information, except for that data expressly exempted from confidentiality by an express Agreement.

Clause 10:

Place of performance of the payment obligations arising from the Agreement

In contractual matters the place where the obligations are to be performed may determine the legal jurisdiction for claiming performance thereof. If in some cases the verification of that place does not usually cause problems, when it is a question of the performance of payment obligations such problems usually arise because the creditor claims that the place of payment or performance should be his residence and the debtor claims that it should be his own residence. So, in order to put an end to such problems, which can be even more marked in a Correspondents' Agreement between Freight Forwarder's due to the multiplicity of payments and collections that usually take place in both directions, the model Agreement has provided for the possibility that the parties may state, in a specific and concrete manner, the place of performance of the monetary obligations, unless the parts prefer to leave this determination to be decided under the law applicable to the Agreement, as specifically defined in accordance with clause 20.

Clauses 11 and 12:

Internal and external liability

The liabilities enforceable between those parties bound by a Correspondents' Agreement may be of two different types depending on whether they originate from an internal claim brought by one of the parties against the other for non-performance or defective performance of his obligations under the Agreement, or from an external claim brought by a third party for whichever of the parties may have performed all or part of the services with which the Correspondents' Agreement is concerned.

A) Internal Liabilities

Clause 11 refers to internal liabilities and three options have been designed in respect thereof from which the parties may make a selection in accordance with their preferences or, where appropriate, the law applicable to the Agreement.

Option A is based on the ordinary negligence, meaning negligence for the failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation. Option B is likewise based on negligent liability but the burden of proof is inverted (alleged tort). And option C contains the principle of strict liability (objective liability), although it is subject to a logical exemption for acts of God and other events beyond the control of the contracting parties.

B) External liabilities

When liability is external or it originates from the claim of a third party recipient of the services with which this Correspondents' Agreement is concerned, it is established that the contingent or subsequent liability of any of the parties in respect of the other may only be enforced under those same terms and conditions and restrictions as may have affected the third party claimant. In addition, and for the purpose of avoiding claims between parties, a provision has been made so that a party which may have been omitted from said claim by the third party must nevertheless adopt all reasonable measures in order to preserve the rights of the other party to address its claim against whosoever is responsible for the damage inflicted, which has been claimed for by the third party.

Clause 13:

Optional Termination of the Agreement

This involves the possibility of anticipatory termination of Correspondents' Agreements, intended only for contracts with determined duration, for motives dealing with breach, which were not considered by the parties as determinant of automatic termination, or for motives that do not pertain to the Agreement but that in some way may impede its enforcement, under the terms established by the Agreement. Under this supposition, the cessation of the exclusive collaboration will be included.

The party that would have invoked a false or non-existent cause to terminate the Agreement early, as well as the party who has given cause to the motivated termination of the Agreement, must pay an indemnity to the other party for the damages that may have been caused, except when the resolution was due to the cessation of the exclusive collaboration.

This kind of termination requires the other party to be given a pre-notification, before there is any effect. At last, it must be remembered that the contracts intended for an indefinite duration can be unilaterally withdrawn at any time for any of the parties according to clause 5.2, and in consequence clause 13 should not be applicable thereof.

Clause 14:

Automatic Termination of the Agreement

This proceeds by the application of the widely accepted principle that you do not have to keep your word to someone who has already broken his.

An automatic termination of the Agreement must be communicated in written form, and will be based on the particular motives determined by the parties and taken from the Agreement as the ones causing the automatic termination. Generally, this will deal with infractions of the pertinent clauses of the Agreement or the Appendix, which demand respect as being indispensable to the correct functioning of a Correspondents' Agreement.

Unlike the optional resolution and unless otherwise agreed, the automatic resolution is immediately effective, as it derives from the contractual breach or breaches from which it arises, regardless from the date on which the notification of contract termination is sent.

Under analogous terms to the ones established by clause 13, there have been indemnities for damages substantiated in this case as well.

Clause 15:

Conduct of the parties during notice periods

The provisions of this clause expressly reflect that although good faith and honesty in the performance of Agreements are always enforceable, they may require more rigorous enforcement at those times when one party might harm the interests of the other party more easily, which is the case prior to unilateral withdrawal or early termination of the Correspondents' Agreements. In this context, it has been established that during the notice periods that precede unilateral withdrawal or early termination of the Agreements, the parties must terminate and settle their outstanding transactions and reconcile their accounts, since if these aspects of the correspondents' relationship are not completed they cannot be deemed to have definitively terminated.

Clause 16:

Return of documents and use of logos and trademarks on expiration of the Agreement

The contents of this clause are nothing more than a logical consequence of the expiration of the Correspondents' Agreement, which in this particular respect is no different to other contractual relationships with a similar content.

Clause 17:

Interpretation

It is very advisable that a model Agreement intended for an activity, as the Freight Forwarding activity, devoid of regulation in many countries, contain some guidelines in respect of the interpretation of its clauses to which the parties and, if appropriate, the arbitrators and courts may refer in order to settle such disputes as may arise in the application thereof. It is probable that in countries with a codified system of law they would be superfluous, since almost all commercial law codes usually contain interpretative rules in respect of contracts. But as all the countries do not have these interpretative rules, it seems to be appropriate that some provisions should be inserted into the model itself regarding the interpretation of the contents thereof. Moreover, this is a practice that has been followed in some international conventions by establishing uniform rules for certain Agreements, as, for example, in the United Nations Convention on Contract for International Sale of Goods (CISG), signed in Vienna, on April 11th, 1980.

For this purpose the following interpretative guidelines have been incorporated into the Agreement:

* The first guideline reminds us that you have to take into account the frequently international nature of this type of Agreement in the interpretation thereof; likewise there must not be different interpretations and applications of its clauses in the various countries in which it may take effect, and, above all, there must be a warranty of good faith in respect of all of the actions.

* The second guideline summarises another generally accepted principle which is that intention must prevail over words, provided that that intention has been made known to the other contracting party or it is an intention apparent to a reasonable person of the same status.

Clause 18:

Time bar

Although a clause concerned with the time bar cannot be classified as being essential since the time bar itself will be governed by the law that is applicable to the whole of the Agreement or, failing this, to the specific obligation that is subject to the claim, it seems appropriate to make an express reference to the same, in view of its importance and because of the need to avoid misunderstandings in respect of such a significant matter.

Clause 19:

Arbitration and jurisdiction

In order to resolve any lawsuits arising from the Agreement, this clause offers the parties two alternatives. On the one hand, the parties may submit themselves to the arbitration of FIATA in accordance with own arbitration rules thereof established for its individual members (“Arbitration Court Rules of FIATA for Individual Members”), or other modalities of arbitration. On the other hand, the parties may refer them to the ordinary courts of the country whose laws govern the Agreement or, failing that, whose laws govern the specific obligation with which this lawsuit is concerned. The link that is established between governing laws and court jurisdiction tends to avoid the possibility that might otherwise occur under the Agreement, of competent courts having to apply and make a ruling in accordance with, what for them, would be foreign law.

In the event that the parties choose the FIATA arbitration they must also carry out all such steps as may be necessary so that the arbitration may take place.

Clause 20:

Governing Law

In principle, the law governing the whole of the Agreement will be the law that the parties have expressly chosen.

Where no choice has been made, it has been esteemed that the observance of the principles of legal certainty and security, which must preside over all contractual relationships, and in particular those arising from Correspondents’ Agreements, require the establishment of a mechanism in order to determine the applicable law in each case. For this purpose, and since there are no objections to the fact that a specific law may govern a part only and not the whole of the Agreement --as is laid down for example in Article 3 of the 1980 Rome Regulation on the law governing contractual obligations provided for by the High contracting parties of the Treaty establishing the European Economic Community--, it has been established that in the absence of a governing law applicable to the whole of the Agreement and chosen by the parties, each step and/or obligation that arises from the Agreement will be governed by the mandatory law of the

place in which each step and/or obligation must be carried out and / or performed and, in the alternative, in accordance with the mandatory law of the place of residence or the place of the main establishment of the party that has to fulfil or perform the same. This solution accords with international practice on laws applicable to contractual matters, which considers that the places where the services of an Agreement are carried out and performed, and the place of residence or main establishment of the obligor, are those that are closer to the part of the Agreement that must be accomplished.

Clause 21:

Laws that cannot be derogated

This rule has been established as a reminder. It is unquestionable that the mandatory provisions of the international conventions or of those national laws which, for whatever reason, have to be applied to all or part of a Correspondents' Agreements, must prevail over the clauses thereof, since these clauses cannot be derogated or render without effect said provisions without breaching them.

Clause 22:

Application of the Agreement's optional clauses

It might be difficult, or the parties may simply not wish, for whatever reason, for the parties to select from among the different options contained in clauses 11 and 23 of the Agreement, due, for example, to the difficulty of arriving at an Agreement during the contractual negotiations. In this case, and in order to avoid the subsequent insecurity that would be caused by a failure to select an option, it will be deemed that the contracting parties have selected that option which represents a lesser obligation or a lesser degree of complexity in their contractual relationship. Those options are determined in this clause.

Clause 23:

Appendix on technical procedures and conditions

In principle, the Appendix on technical procedures and conditions forms part of the Agreement and has the same value and effect.

Nevertheless, the parties may agree that the Appendix will be binding in its entirety or binding in part or one of its clauses, in which case, the Appendix or the clause that is considered as not binding will act as a guide or as a reminder of the procedure to be followed.

Given the technical and instrumental character that the clauses of the Appendix have, these may be adapted, modified, or erased depending on the necessities of the parties, and in order to facilitate its adaptation to the new circumstances that may arise, without modifying the main Agreement as a consequence.

Clause 24:

Text of the Agreement

This is a clause that is easy to understand. Its purpose consists of making the value of different counterparts of the Agreement clear depending on whether one (option A) or several (option B) languages have been used in its drafting thereof. It also makes clear how many counterparts of the Agreement have been issued for each one of the parties in respect of the latter case.

PART II

Explanatory Notes to the Appendix on Technical Procedures and Conditions

Unlike the actual Agreement, the Appendix on technical procedures and conditions does not require a clause by clause explanation since the matters dealt with therein are already very well known by those persons that pursue the Freight Forwarding activity.

In addition, unlike the Agreement, rather than creating obligations between the parties, the contents of the Appendix are intended to act as a reminder of those issues that should preferably to be taken into account upon the establishment of a correspondents' relationship. This is why it is manifestly descriptive and it also dispenses with offering additional or supplementary explanations in respect of the clauses thereof.

A caution should also be given that the technical procedures and conditions of the Appendix are likely to be replaced by other procedures and conditions decided upon by the parties, in addition to being extended and modified in accordance with the circumstances of each case (for example, there will be no point in referring to the currency exchange between correspondents from countries located in the Euro zone).

Finally, for those that wish to use the procedures and conditions of the Appendix in the manner for which they have been designed, we should be reminded that in some cases, and specifically in currency and billing matters (clause 5) and in insurance issues (clause 9), two options are provided for from which the parties may select the one that they deem most suitable. Whenever necessary, the clauses of the Appendix incorporate the relevant boxes so that they may specify the information or the appropriate alternative.

PART III

FIATA Model Correspondents' Agreement

In (city and country), on of (day, month and year).

Between:

(Contracting party)

(Full address)

represented by

(name, official post and deed or document that evidences the post and / or representation)

and

(Contracting party)

(Full address)

represented by

(name, official post and deed or document that evidences the post and / or representation)

Both parties, referred to in the Agreement as “the parties” or “correspondents”, establish a correspondents' relationship which will be governed by the following

Clauses

1. Definitions

In this Agreement the following words and expressions have the following meanings:

* Freight Forwarding activity means those services of any kind relating to the carriage, consolidation, storage/handling, packing or distribution of the Goods, as well as ancillary and advisory services in connection therewith.

* Freight Forwarder means any natural or legal person who pursues the Freight Forwarding activity as a profession subject to the regulations applicable in the place where he is engaged in said activity.

* Correspondent means the Freight Forwarder that at a specific point in the territory, or in a specific geographical area, habitually undertakes those services linked to the activity of the other Freight Forwarder located elsewhere.

* The expression “in writing” includes, in addition to the ordinary messages in paper format, telegrams, telexes, faxes and electronic or data transmissions.

* The expression “medium that guarantees that in normal circumstances the document will be received” includes a certified letter with acknowledgement of receipt, a bureau fax, special messaging services and certified electronic mail. When any of these means

are used, the delays or errors that can occur in the notification of a document or the fact that it should not arrive at its destination will not deprive the sender of the right to rely such document.

2. Subject matter of the Agreement

Within the geographical area determined by the following clause, the parties, in their capacity as correspondents, will mutually and habitually deal with those services linked to the activity of a Freight Forwarder carried out by the other party referred to herein, under the terms and conditions established in the same, in order to promote the prosperous development and appropriate expansion of their respective activity as Freight Forwarder's.

3. Geographical area

The target area of the parties is as follows:

(name of the Freight Forwarder)

Will act in

as correspondent for

(name of the Freight Forwarder)

will act in

as correspondent for

4. Material scope

4.1 Collaboration in the aforementioned areas will include general traffic volume for

- truck
- railway
- ship
- aircraft
-

between and and it will be extended to all the technical procedures and conditions connected with the same and which are listed in the Appendix to this Agreement.

4.2 Moreover said collaboration may be extended to the following special services:

- projects
- official cargos, including military cargos and arms and ammunition
- samples and displays
- perishable goods
- transportation of works of art

- liquid and bulk goods
- textiles / draped garments
- heavy and special transportation
- removal / transfer of goods and personal belongings
- dangerous goods
- NVO
- storage
-

4.3 Apart from the provisions of this Agreement and the Appendix on technical procedures and conditions and unless otherwise agreed, no relationships between the parties will be created apart from that of separate and independent Freight Forwarder, and none of them will be authorised to represent, act, or assume obligations for or on behalf of the other party except where one of them has been expressly and specifically authorised in writing by the other party. None of the parties will have a general authority or agency to act on account of the other party and none of the parties will represent or hold out to third parties that he holds a general authority or agency.

5. Duration of the Agreement.

Option A

5.1. This Agreement has been entered into for an indefinite period and will take effect on:

- the date of execution
- the

5.2. Notwithstanding the provisions of the foregoing paragraph, any of the parties may at any time unilaterally withdraw from the Agreement by means of notice in writing forwarded to the other party through a medium that guarantees that in normal circumstances the document will be received, issued one month prior to the date on which withdrawal is to take effect.

5.3. In the event that the Agreement has lasted for more than

..... months

..... years,

the deadline for prior notice provided for in the foregoing paragraph will be increased by

..... months

..... years

Option B

5.1 This Agreement has been entered into for

.... months

.... years,

and it will take effect

- on the date of execution hereof
- on

5.2. The Agreement will automatically be renewed for rolling periods of
..... months

..... years,

unless one of the parties decides not to renew it by forwarding notice in writing to the other party through a medium that guarantees that in normal circumstances the document will be received subject to a notice period of not less than

.... months

.... years

5.3. In the event that the Agreement lasted more than

..... months

..... years,

the period for prior notice provided for in the foregoing paragraph will increase by

.... days

..... months.

Option C

This Agreement is entered into for

..... months

..... years,

and it will take effect

- on the date of execution hereof
- on

Option D

(Other alternatives)

6. Exclusivity

For the term of this Agreement collaboration between the parties will be deemed to be

- exclusive
- non-exclusive.

7. Scope of the exclusivity

Option A

(only for exclusivity Agreements)

For the term of this Agreement, and without prior notice in writing to the other party sent through a means that will ensure that the document is received under normal circumstances, neither party may cooperate or carry out on their own behalf, in the geographical area reserved for the other party defined in clause 3, activities related with those of the aforementioned other party in connection with the services and activities referred to in clause 4 and in the Appendix of this Agreement. Unless otherwise agreed, a party carrying out such activities or services should remunerate the loss suffered by the other party with an amount not exceeding the invoicing gross margin corresponding to these activities or services, provided that there is a count or estimation of the clients obtained through the intervention of the party in breach.

The exclusivity clause may be terminated at any time by either of the parties, in accordance with the provision set forth in clauses 13.1.d, 13.2 and 13.4.

Option B

(only for non exclusivity Agreements)

For the term of this Agreement, and without prior notice in writing to the other party, none of the parties may cooperate or carry out on their own behalf, in the geographical area reserved for the other party defined in clause 3, activities related with those of the aforementioned other party in connection with the services and activities referred to in clause 4 and in the Appendix of this Agreement.

Option C

(other alternatives for exclusivity or non exclusivity Agreements)

-

8. General duty to act in an appropriate manner

8.1 Both parties undertake to observe the obligations of this Agreement, as well as to act in accordance with the law and such professional rules as may be applicable to them.

8.2 The parties will likewise be bound by any practice that they may have agreed upon and by any frequently observed customs that they may have established between themselves, in respect of aspects not provided for in this Agreement or in the Appendix on technical procedures and conditions.

8.3 Each party must supply to the other party, in a timely manner, and at his own cost, any information that may help the other party to comply with his obligations under this Agreement.

9. Confidentiality

9.1 For the term of this Agreement and following the same, the parties agree not to disclose to third parties any financial, commercial, or technical information, or any other information about the other party of which they have become aware by virtue of the correspondence herein.

9.2 In principle, all information relating to this Agreement will be deemed to be confidential, except for such specified information as the parties may expressly exclude from confidentiality.

10. Place of performance of the payment obligations arising from the Agreement

The place where the payment obligations for all balances and amounts, that one party owes the other party under this Agreement, will be:

- the one which corresponds under the law applicable to the contract, as specifically stated, by the parties, in accordance with clause 20.
- the place of residence,
- main establishment
- of the debtor
- of the creditor

11. Internal liabilities

Option A

11.1 Each party will be liable for damages stemming from his active or passive negligence, as well as for such negligence of his employees, agents and subcontractors in the performance of their duties, or such negligence of any other person whose services he may engage for the performance of this Agreement, when that person acts in compliance with the order that has been given to him, as if such active or passive negligence were the party's own.

11.2 Internal responsibilities

- will be limited to the sum of
- will be unlimited.

Option B

11.1 Each party will be liable to the other party for damages stemming from his active or passive negligence, as well as for those of his employees, agents and subcontractors who are performing their duties, or of any other person whose services he may engage for the performance of this Agreement when that person acts in compliance with the order that has been given to him, as if such negligence were the party's own.

11.2 Nevertheless, the parties may escape the liability that the foregoing paragraph refers to by proving that there was no fault or negligence on their behalf or on behalf of their employees, agents or persons whose services they may have engaged.

11.3 Internal responsibilities

- will be limited to the sum of
- will be unlimited.

Option C

Each party will be liable to the other party for the damages stemming from their actions and / or omissions, as well as for those of their employees, agents and subcontractors who are performing their duties, or for those of any other person whose services it may take on for the performance of this Agreement where that person acts in compliance with the order that has been given to him, as if such actions and / or omissions were the party's own.

Nevertheless, the parties may escape the liability that the foregoing paragraph refers to by proving that the cause of the damages incurred were circumstances beyond control that could not reasonably be foreseen or avoided.

Internal responsibilities

- will be limited to the sum of
- will be unlimited.

12. External liabilities

12.1 When liability originates from a claim brought by a third party, and liability in respect of said third party was restricted or limited by virtue of an applicable international convention or a mandatory national law, the same restriction or limitation will govern the liability to be demanded by one contracting party from the other party, the origin of which is that same third party claim.

12.2 In the claims brought by a third party against only one of the parties herein, the other party must take all such measures and steps as are within its scope in order to preserve the right of the party against whom the third party may have aimed its claim, to in turn bring a claim or repeat a claim against the appropriate person.

The same rules will be applied should the responsibility be restricted or limited on the basis of the contract or general conditions, always insofar as it is demonstrated that such a limitation has been effectively respected and applied.

13. Optional Termination of the Agreement

13.1 Notwithstanding the provisions with respect to the duration of the Agreement, intended only for contracts with determined duration, the parties may terminate the Agreement early by means of notice in writing, issued to the other party through a medium that can guarantee that under normal circumstances the document will be received, subject to a notice period of no less thandays, in the following cases:

- a) In the event of breach of obligations by the other party according to the Agreement, when this does not constitute a breach of the provisions of clause 14.1.
- b) In the event of bankruptcy, suspension of payments, moratoriums, judicial administration, liquidation and, in general, any other type of bankruptcy proceedings.

c) In the event of reasonably unforeseeable circumstances at the time of the Agreement, which might impede the performance of the other party's contractual obligations.

d) In the event of cessation of the exclusive collaboration.

e) Others

13.2 When the resolution aims at the cessation of exclusive collaboration, the same will only affect the clause that establishes it, which will be without effect unless the other party decides to terminate the Agreement.

13.3 The party that would have invoked a false or non-existent cause to terminate the Agreement according to what is established under this clause, and would have terminated the Agreement based on this false or non-existent cause, shall pay an indemnity to the other party for the damages that may have occurred. This indemnity may consist of a percent of the business generated by the Agreement before its termination.

13.4 The party inducing the optional termination according to clause 13.1.a), b) and c) of the Agreement, except in the case of the clause 13.1.d), must pay an indemnity to the other party for the damages that may have been caused by the facts or the conduct that gave rise to the termination. This indemnity may consist of apercent of the business generated by the Agreement in the previous fiscal year to that in which the resolution takes place.

14. Automatic Termination of the Agreement

14.1 The breach of the clausesof the Agreement and/or of the clausesof the Appendix, will give rise to the automatic termination of the Agreement.

14.2 The automatic termination of the Agreement will require written communication by the other party, through the use of a means that under normal conditions will ensure its reception, and will produce immediate effects from the date on which the breach of the clause or clauses that have motivated the resolution occurred, regardless of the date on which the communication of the resolution of the Agreement has been sent.

14.3 The party that may have falsely considered any of the clauses that gave rise to the automatic termination of the Agreement to be breached, and would have assumed the latter to be terminated based on this false breach, must pay an indemnity to the other party for the damages that may have been caused. This indemnity may consist of apercent of the business generated by the Agreement before its termination.

14.4 The party that would have given place to the automatic termination of the Agreement, must pay an indemnity to the other party for the damages that may have been caused by the facts or the conduct that gave rise to the termination. This indemnity may consist of a.....percent of the business generated by the Agreement in the previous fiscal year to that in which the resolution takes place.

15. Conduct of the parties during the notice periods

15.1 During the notice periods prior to unilateral withdrawal (clause 5.2) or optional or automatic termination (clauses 13 and 14) of the Agreement, the parties must act with complete honesty and good faith until termination of the Agreement actually takes place.

15.2 Likewise, during the notice period the parties must terminate and settle their outstanding transactions and reconcile their accounts.

16. Return of documents and use of logos and trademarks on expiration of the Agreement

16.1 Upon termination of the Agreement, for whatever reason, the parties will return the materials and documents to each other that they may have received from the other party.

16.2 In addition, the parties will stop making use of the trademarks and logos that they may have used during the term of the Agreement and which did not belong to them.

17. Interpretation

17.1 In the interpretation of this Agreement its atypical character, its frequently international scope and the need to promote the uniform application thereof in the geographical area described in clause 3 will be taken into account, as well as the need to ensure that good faith and the performance of the obligations therein are respected.

17.2 For the purposes herein, the representations, declarations and other acts of the parties must be interpreted in accordance with their intention when the other party knew or could not have been unaware of what that intention was.

If the foregoing paragraph is not applicable, the representations, declarations and other acts of a party must be interpreted in accordance with the meaning that a reasonable person with the same status as the other party would have given them in the same situation.

In order to determine the intention of a party or the meaning that a reasonable person would have found, all the relevant circumstances of the case must be duly taken into account, and especially negotiations, any practices that the parties may have established among themselves, and the customs and subsequent behaviour of the parties.

18. Time bar

The time bar will be governed by the laws applicable to the Agreement.

19. Arbitration and jurisdiction

19.1 The disputes that may arise between the parties stemming from or connected with this Agreement will be resolved:

- by means of arbitration conducted by FIATA in accordance with the “Arbitration Court Rules of FIATA for Individual Members” or by other arbitrary organizations according to their own rules.
- by the ordinary courts of the country whose law governs the conduct and / or specific obligation that has lead to the dispute in accordance with the provisions of clause 20.

19.2 In the event that the parties decide that their disputes should be submitted to the arbitration of FIATA, or the arbitration of other arbitrary organizations, they covenant

hereinafter to take all such steps as may be required and to execute all such documents as may be necessary so that arbitration may take place.

20. Governing Law

20.1 The Law governing this Agreement will be the Law of.....

20.2 In so far as the Law governing this Agreement may not have been chosen in accordance with the foregoing paragraph, the Law governing the place in which each procedure and / or contractual obligation must be executed and / or performed will apply, or, failing this, the Law of the place of residence or of the main establishment of the obligor will apply for execution or performance thereof.

21. Laws that cannot be derogated

The clauses of this Agreement will only take effect in so far as they are not contrary to the applicable mandatory provisions of any of the international conventions, national law or rules of right governing all or part of the Agreement.

22. Application of the Agreement's optional clauses

22.1 The alternative contained in option C of clause 11 herein, will be applied if the parties fail to select any of the two alternatives set forth under letters A and B of the same clause.

22.2 The alternative contained in option A of clause 24 herein, will be applied if the parties fail to select the other alternative set forth as option B in the same clause.

23. Appendix on technical procedures and conditions

23.1 The Appendix on technical procedures and conditions is deemed to form part of the Agreement, and therefore has the same effect.

23.2 Nevertheless, the parties may decide if the Appendix is not binding in its entirety or in part. In the case that this is considered only binding in part, the parties will have to decide and fix the part(s) or clauses of the appendix that are not binding, by writing them down in the very same Appendix. In addition, the parties may introduce into the Appendix such additions, modifications or derogations as it may deem appropriate.

23.3 In any event, the additional, modified or derogated technical procedures and conditions will not affect the steps taken prior to its entry into force.

24. Text of the Agreement and of the Appendix on technical procedures and conditions

Option A

Theversion of this Agreement and of the Appendix on technical procedures and conditions is the only text that evidences the contents of the Agreement and the Appendix, and from which....counterparts with the same effect have been drawn up.

Option B

24.1 This Agreement and the Appendix thereof on technical procedures and conditions have been drawn up inversions: inand in In the event that any disagreements should arise in respect of the contents thereof, theversion of the Agreement and of the Appendix will be the one that prevails.

24.2.copies of each of the versions will be madefor each of the parties.

Signature of the representatives of the parties

Part IV

Appendix on Technical Procedures and Conditions

1. Sales and commercial action

1.1 Both parties will provide an appropriate sales team and service in their respective areas of activity, in accordance with market trends, the preservation of transactions/ existing clients and the acquisition of new businesses. It has also been agreed to coordinate and carry out common sales actions in the respective areas.

1.2 Any joint commercial initiative such as advertising, brochures, etc., must be agreed upon beforehand and will be paid for in the following manner:

- each party will pay for promotional activities in his own territory.
- both parties will pay for promotional activities for.....

1.3 Both parties undertake to discharge as quickly as possible all technical or commercial questions or questions of any other nature that might favour obtaining new clients and / or new transactions.

1.4 It has been agreed that..... times a year, on a regular basis, the sales managers for each party should contact each other in order to revise the actions that have been undertaken, are underway, or have terminated, and in order to prepare new actions.

2. Transportation orders

All sales initiatives and transportation orders must be treated in the appropriate manner and the reply or provisional report must be given to the party that requires it in observance of the following time limits:

- a) sales initiatives: within working days.
- b) transportation orders: within working days.

3. Apportionment of income and expense

The following have been agreed upon:

- pool tariffs
- shared accounts
- apportionment of proportional traction costs

- fees in respect of
-

4. Factorisation and setting of applicable tariffs between the parties

4.1. Costs of departure from and / or entry into a country

a) They include:

- national transportation.
- deliveries
- collections
- costs under the internal rules of the country.
-

b) Weight / volume relationship

4.2. International transportation (in both directions)

a) Includes:

- international transportation
-

b) Weight / volume relationship

4.3 Resultant internal tariffs

a) National or local tariffs

b) International tariffs

4.4 Grossing up

The following grossing up will be carried out:

- a) Up to 1,000 kilograms a tariff will be applied for every 10 kilograms
- b) For more than 1,000 kilograms, a tariff will be applied for every 100 kilograms.
- c)

This grossing up will be valid for all manner of billing (costs at the place of origin, international transportation, arrival costs, etc.).

4.5 Revision of tariffs

In normal circumstances, the tariffs will be revised at the end of each year, and will be applied from the of the following year. The management of the respective parties will carry out this revision, and once it has been agreed upon it must be notified to all of

the services and personnel involved in the correspondence. In the event that an annual revision of tariff is not agreed upon, the party which wanted the revision will be able to considerate it finished according to the provisions of clause 13 of the Agreement.

5. Foreign Currencies

5.1 Billing currencies

Option A

- a) From a North-South direction in ...
- b) From a South-North direction in ...
- c) From an East-West direction in ...
- d) From a West-East direction in ...
- e)

Option B

Billing will only be carried out in ...

5.2 Conversion conditions of the currencies

- a) The exchange rate will be set on a monthly basis by:

5.2.1 fax

5.2.2 electronic mail

5.2.3

and will be based on the average exchange over the last month.

- b) The book entries of the current month will be made in accordance with the fixed exchange rate for the month in which the transaction has been carried out.

6. Billing

6.1 It has been agreed that billing will be established:

- on a transactional basis
- on a consolidated basis
- on the basis of the means of transportation
-

6.2 Every bill, including the supplementary ones that are made after a consignment, must include the following items for the identification thereof:

- a) Reference of the correspondent (on importation)
- b) Registration of the means of transportation and date of departure
- c) Number of the consignment note, bill of lading, etc
- d) Name of the sender and weight of the consignment

e) Any other items

6.3 If the consignment notes, bills of lading, etc. system is to be used, which is valued but prepared after a bill, it must accurately reflect the amounts set forth beforehand in the aforesaid consignment notes, bills of lading, etc.

6.4 All bills received are to be entered in the accounts without exception, whether or not they have been approved.

6.5 If there is a disagreement the bill must never be returned but must always be entered in the accounts. After discussion and a compromise agreed upon in writing, the relevant payment or amended charge will be established, and it will be expressly stated which of the correspondents is to make it.

6.6 Each and every one of the settlements connected with the performance of this Agreement must be made from among the parties. If one of the parties appointed another person to be the payer of the bills for his correspondent, that party will not be exempt from paying the other party if the aforementioned person does not do so.

6.7 A statement / list of disputes will be prepared every month and will be forwarded to the persons appointed by each one of the parties. Said list must be revised and resolved within the maximum period ofdays in order to be finally incorporated into the settlement for the following month.

7. Settlement of accounts

7.1 Each party will establish at the end of each month a list of all of the bills he has issued during the same period.

7.2 The list of bills for the month of X must be in the custody of the other party on theday of the month of Y.

7.3 Between the and the of the month of Y each party will revise, analyse, compare, bring a claim and reconcile the two lists.

7.4 Up to the day of the month of Z mutual payments, or the payment resulting from the provisional accounts, will be made.

7.5 The party that delays payment must pay the other party late payment interest at the rate of.... a year, from the day after the date on which the payment should have been made in accordance with the foregoing paragraph.

8. Transmission of the information

8.1 Notwithstanding the provisions of clauses 5 and 13 of the Agreement in respect of the need to use transmission media in specific cases which guarantee that the communication will be received in normal circumstances, all other communication between the parties will be made through the following systems:

- mail
- telephone
- telex

- fax
- electronic mail
- others

8.2 When parties use the electronic mail, they should have a procedure for the good management and storage of e-mail messages in order to guarantee that the messages are filed in another section, aside from the e-mail system, as well as their link with those documents that are part of the same dossier.

8.3 Both parties undertake to inform each other of the following matters:

a) Commercial information regarding a business common:

- :
- * The system and the manner of communication thereof:
 - * The language to be used:
 - *

b) Transaction information

The following must be included in this information and it must be dealt with urgently in order that it is received at the place of destination before the consignments arrive:

- the sender / consignee
- description of the Goods
- number of packages
- gross weight
- value of the Goods
- billing currency
- class of sale
- delivery address
- where appropriate, the amount of expenses to be collected at the place of destination
- language to be used
-

c) Details of the delivery end:

- confirmation of arrival
- of delivery
- of approval
- language to be used
-

d) Accounting information:

- method
- system
- frequency
- language to be used
-

9. Insurance

Option A

9.1 For the full term of the Agreement each party will arrange and keep in force an insurance policy that covers the liabilities arising from the same, with a minimum annual insured sum of or of per claim.

9.2 In the event that one of the parties may have already contracted an insurance policy that covers the minimum amounts set forth in the foregoing paragraph the liabilities that may have arisen from the Agreement, must be kept in force for the full duration of the same.

9.3 Each party may demand of the other party the delivery of a copy of the insurance policy conditions to which the foregoing paragraphs refer and the latter will be obliged to forward it to the former.

9.4 Both parties covenant to subcontract the transportation services to financially sound carriers, or failing that, to have arranged an appropriate insurance that covers their civil and professional liability.

Option B

9.1 For the whole duration of the insurance Agreement each party will arrange and keep in force an insurance policy for the liabilities stemming from the same, with a minimum annual insured sum of ... or of.... per claim.

9.2 If any of the parties have already arranged an insurance policy that covers the minimum sums set forth in the foregoing paragraph those liabilities that might arise from the Agreement must remain in force for the whole duration thereof.

9.3 Each party may demand from the other party the delivery of a copy of the policy conditions that the foregoing paragraphs refer to and the latter will be obliged to forward it to him.

9.4 Both parties covenant to subcontract the transportation services to financially sound carriers, or failing that, to have arranged an appropriate insurance that covers their civil and professional liability.

9.5 All lawsuits that have not been finally accepted or resolved by the insurance company may not lead to any charges, collections or payments of any manner between the parties.

Option C

(Other alternatives)

10. Restricted deliveries

10.1 Pre Condition

Restricted deliveries with a value greater than..... will not be accepted or issued without the prior Agreement of the correspondent at the place of destination forwarded through any of the means of communication provided for in clause 8.1 of this Appendix relating to data transmissions.

10.2 Accepted conditions

The following conditions are expressly and generally accepted:

- a) an international cheque issued by a bank and payable to the Freight Forwarder.
- b) an irrevocable certificate of a transfer of funds, with, where applicable, a period of validity long enough to make the transfer to the Freight Forwarder effective.

Any other kind of condition (for example, against the original, against accepted bills, etc.) other than those stated above must be submitted for prior authorisation in writing from both parties.

10.3 Costs arising from restricted goods

The storage, processing and other costs that originate from a delay attributable to the recipient of the goods in the delivery of a cheque, certificate or any other type of condition, will be for the account of said recipient, regardless of the conditions of sale and / or transportation.

10.4 Notice of restricted goods

All restricted goods must be clearly marked on all prior notices, documents, consignment notes or bills of lading etc., and attention must be drawn to them.

10.5 Liability

The party that does not comply with or observe restricted goods is liable for the same to the other party and undertakes to make a payment thereof, either directly or through an insurance company.

10.6 Billing of the service

Due to the special care and attention required and to the liability stemming from restricted deliveries, the managing correspondent at the place of destination will be able to bill for this service subject to a charge of

11. Return of goods

11.1 Notice

When for whatever reason the recipient rejects the goods, due to delay or damage or because the goods do not match the order etc., the correspondent at the place of destination must immediately notify the correspondent at the place of origin, through any of the data transmission media referred to in clause 8.1 of this Appendix, and he must keep the goods on deposit until he receives new instructions.

11.2 Expenses incurred

All expenses that stem from the foregoing situation, as well as the processing, dispatch, storage, different delivery and / or return, will be for the account of the correspondent at the place of origin, unless something different is specifically agreed upon. Said expenses will not be billed until the new instructions have been received.

11.3 Billing of the service

The correspondent entrusted with the management of this type of transaction will be able to bill a fixed amount of by way of consideration for the same.

12. Non-acceptance of costs by the recipient of the goods

If the recipient of the goods, on his own behalf or through a person authorised to act on his behalf, should dispute any expenses relating to transportation or should state that he cannot or does not wish to pay for any charge accrued at the place of origin, the correspondent at the place of destination will immediately notify the correspondent at the place of origin. The correspondent at the place of origin must issue to the correspondent at the place of destination, without delay, the appropriate instructions and / or information. In no event must the goods / consignment be made available to the recipient or to the person authorised to act on his behalf before instructions in writing are received from the correspondent at the place of origin.

13. Terminology

In all the statements and documents that may arise from this Correspondents' Agreement the terminology that appears in the FIATA vademecum, which the parties state that they are aware of, will be employed.

14. Other technical conditions

Given to the severe laws and effective antiterrorist programs in some countries, it can be necessary or advisable to adapt the performance of the parties to those antiterrorist laws and programs in this Correspondents' Agreement.

15. Application of the optional clauses

The alternative contained in option B of clause 5.1 of this Appendix will be applied if the parties fail to select the other alternative set forth as option A therein.

Signature of the representatives of the parties.