

## **Service Level Agreement**

This Agency, Sales, and Service Level Agreement (the “Agreement”) made and entered into as of DATE \_\_ (“Effective Date”), by and between WORLDWIDE INDEPENDENT NETWORK, a Swiss association with headquarters located at Binzmühlestrasse 95, 8050 Zürich, Switzerland (hereinafter referred to as “WIN”), including its affiliated members around the world (hereinafter referred to as “WINNER”), and (BUSINESS LEGAL NAME), a (COUNTRY) corporation with headquarters located at (ADDRESS) (herein referred to as “MEMBER”).

Parties are in the business of international and local forwarding, air/sea/land freight, logistics, transportation and warehousing throughout numerous locations in the world; Parties wish to appoint each other as agents to broaden their activities and develop new opportunities in logistics globally.

As a partner of WIN Worldwide Independent Network, the MEMBER fully subscribes to the below business ethics and standards regarding dealings with other WINNERS. We understand that failure to comply with these business ethics and standards may lead to termination of membership. We agree to comply with all below clauses, unless written bilateral arrangements are made between members.

### **VALIDITY – DURATION – JURISDICTION**

1. This Agreement shall come into force on the Effective date and shall remain in force during the entire period of membership in WIN, with termination date specified in the termination letter issue by WIN Office.
2. This Agreement may be modified or amended only by written instrument executed by both parties, and shall be binding upon the parties, their representatives, successors, and assigns.
3. This Agreement shall be governed by and construed in accordance with the laws of Switzerland.
4. The parties hereto agree to comply strictly at all times with all applicable federal, state, and municipal laws, regulations, ordinances, and rules with reference to its services to be rendered hereunder, and that they are under no legal disability to enter into this Agreement, and that their performance hereunder is not and will not be in conflict with nor in violation of, any existing or future covenant or Agreement, express or implied.

### **COMMUNICATION**

5. Full active and temporary WINNERS communicate among themselves efficient and with no delay, regardless the topic; operations, sales, payment system or administration.
6. It is mandatory that each WINNER can be reached via phone, fax, E-mail and has access to the WIN web page in the internet.
7. All communications to be replied on the same day of the receipt, or latest within 24 working hours.
8. All parties agree to supply pre-alerts and POD information proactively & in a timely manner.

### **SALES**

9. WINNERS will support each other and provide one another with qualified sales leads/information, routing recommendations and routing orders.
10. All “qualified” sales leads, routing recommendations and routing orders must be attended to immediately. The recipient of qualified sales leads, routing recommendations, routing orders must revert with initial results/outcome within 14 days.
11. WINNERS shall make all possible efforts to increase both air and ocean cargo traffic within their respective markets.
12. All air- and sea- freight tariffs for the traffics among the WINNERS are dealt at the net costs.

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### **SERVICE STANDARDS – OPERATIONS – DOCUMENTATION – HANDLING**

13. WINNERS must always give primary importance to reliability, quality, speed and efficiency. For inbound freight, the confirmation on damaged/missing freight must be provided. For outbound freight, the confirmation of cargo readiness from shipper, confirmation of freight collection, verification of outbound vessel utilized, or flight booked must be provided.
14. In case there are special operational handling procedures or documentary requirements, clear and thorough shipping instructions must be provided by the controlling party or agent for easy reference and proper guidance. Each party shall follow the written instructions of the other party with regards to each shipment.
15. MAWB & MBL must be prepaid unless otherwise agreed upon prior to uplift.
16. If HBL is prepaid, MBL must also be prepaid unless otherwise agreed upon prior to vessel's departure.
17. All shortage and/or damage or import cargoes must be made known to the other party immediately after discovery and confirmed in writing. Both parties shall assist each other in the prompt and accurate processing of claims.
18. If consignee does not want to take possession of their shipment immediately or refuse to accept it or cannot be contacted within 7 days after arrival, either party shall notify this to the other party right away and shall send further information and/or instructions on how and what to do with the shipment. All costs must be covered by the booking party.
19. All costs for shipment that would remain none-cleared up to 90 days shall be debited back to the origin agent (sender) provided that shipments are controlled by origin agent and the non-delivery of cargo was timely informed by the receiving agent. The loss of freight and relevant charges and expenses arising in connection with any abandoned shipment refused by consignee will be responsibility of the party who made agreement with customer or send booking information.
20. No goods/shipments should be delivered to the final consignee without presentation of duly endorsed HBL/BL (if any or if no express release).
21. Shipments consigned to the bank requires Bank Endorsement prior to release of shipment. MEMBER acknowledges their responsibility for additional charges & liability if cargo is released without the Bank's Endorsement.
22. Neither party shall change the contents of a bill of lading or airway bill issued by the other party in any way without the written authorization of the issuing office.
23. MEMBER shall employ sufficient personnel and adopt adequate and best practiced procedures to enable each other to provide superior quality services to the other, preferably incorporating ISO standards.
24. To be correctly staffed and trained to the standards expected within the freight forwarding industry.
25. To operate in accordance with all stated shipping advice in writing and/or comply with any written agreements/contracts that exists between the MEMBER and another partner.
26. To comply fully with all security measures and safety precautions for air/land/sea shipments globally as per local and international standard regulations.

### **ACCOUNTING/SETTLEMENT**

27. For collect shipments, WINNERS shall not be obliged to provide credit to consignees. However, if a WINNERS agrees to provide such credit, it shall also accept the risk of collection and/or non-payment without recourse to the WIN partner.
28. Monies collected by the receiving agent on behalf of the sending agent shall remain the property of the sending agent.
29. Both parties agree to settle their accounts by offsetting debits and credits on a monthly basis.
30. WINNERS must remit any amount due to the other party only by telegraphic transfer in the same currency as the issued invoices or agreed exchange rate, unless a different bilateral agreement has been reached in specific cases.
31. Bank charges incurred for the remittance shall be borne by the sender.

32. Payment should be effected according to the latest statements and in accordance with credit terms bilaterally agreed upon amongst WINNERS.
33. Statement of Accounts should be exchanged based on mutually agreed terms and discrepancies/differences must be advised by in writing for immediate clarification.
34. The profit margin and profit split as well as the payment terms are agreed among the WINNERS on a bilateral base. A 50:50 split profit and a 30 days end of month payment term is regarded as a guideline.
35. No payment term may exceed the 60 days limit.
36. To pay WIN membership fees, conference packages, insurance premium, Bank charges and/or associated fees by immediate payment, bearing all bank charges fees as sender.

#### **WIN ARBITRATION**

37. All disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be settled amicably between the parties hereto. However, if the parties fail to reach an agreement & settle amicably on bilateral basis, problems can be elevated immediately to the WIN Board and/or request the Arbitration Board to take corrective measures withing maximum 120 days from invoice(s) date. The Arbitration Board will do its best to act and/or decide fairly and consistently without prejudice in the interests of WIN association and its members.
38. The Arbitration Board must be formed and start its process as stated in WIN Bylaws.
39. In case of an Arbitration Board, the resulting judgement will act as final verdict and both parties will accept it unconditionally. Payments must be settled within a maximum of 15 days otherwise guilty party will be expelled from WIN Network.
40. WIN Office will change status of both parties in the Financial Security List as “under revision” until case is closed.

#### **INSURANCE**

41. To implement and comply with Insurance Policy terms & conditions.
42. Any WINNER should immediately report any information on possible liability/obligation for non-payment to WIN Office withing a maximum of 60 days from invoice(s) date.
43. If payment is not settled within 90 days from invoice(s) date, Maesstad Insurance will be informed.
44. If there is no dispute, WINNERS will have 15 days to satisfy the debt. Failing to settle the debt within 15 days will result in the expulsion from WIN Network.
45. If there is a dispute and the Arbitration Board is activated, the final judgment and the payment status must be communicated to Maesstad Insurance within maximum 149 days from invoice(s) date.
46. Claims must be filed to WIN Office within 149 days of the date of the unpaid invoice(s). No claims will be accepted for invoices less than 90 days old.
47. Credit stops once a WINNER is terminated from WIN Network. Any invoice issued after the termination date won't be covered by the contingency insurance. Follow normal process and inform WIN Office if any unpaid invoice within maximum 60 days.

#### **COMMITMENT TO WIN**

48. Personal attendance of General Annual Meeting and Regional Meeting at least every three years is mandatory for each WINNERS. Yearly participation is recommended, however. Should a member fail to attend to 2 consecutive AGM, a penalty of US\$300 will be imposed and the amount will be added to the annual membership fee. Any WINNER, who fails to participate in 3 consecutive AGM, can be expelled by the board from WIN association.
49. Each WINNER is obliged to keep his company details, office contacts, services etc. updated in the WIN webpage all time and actively supports access and knowledge to this tool for his employees.
50. In order to keep ongoing and updated information about all WIN members each WINNER is obliged to file a Company Profile Information (CPI) form every two years.

51. Each WINNER must complete in each consequent year the form of the *Evaluation Program* which qualifies the WINNERS' activity and performance.
52. To acknowledge it is the MEMBER's responsibility to keep the WIN partners informed promptly of any changes in the company's name staff, contact details, countries regulations, etc.
53. To acknowledge it is the MEMBER's responsibility to inform the WIN board of any delinquencies and report any dispute, financial or otherwise, involving another WIN partner and thereafter to seek help from the WIN board for dispute resolution.
54. To implement and respect all the decisions and actions of the elected WIN Board and the Annual General Meeting.
55. To adhere, implement, and commit to the projects proposed by WIN. Respect the vision of fellow members and actively participate in the development and execution of a robust and feasible project when called upon.
56. A WINNER may not participate in the same incentive program as offered by WIN. Should a WINNER refuse to withdraw from the program same as offered by WIN, the WINNER can be expelled from the WIN association.
57. The maximum number of countries covered by one company within the WIN network is limited to 5. The voting rights of such a company are limited to 10% votes of the actual WIN network including full and temporary members.
58. Whenever a WINNER decides to open a new branch or sales office in a country which is already represented by an existing WIN member, the expanding WIN member must inform the WIN board and the present WIN member 60 days in advance before opening the office.
59. A WINNER may open up a maximum of two (2) of their offices in two (2) existing WIN countries. If the same WIN member opens a 3rd own office in territory of an existing member, the failing member should meet with the territory owner to discuss possible cooperation.

#### **BRAND REPRESENTATION & CONFIDENTIALITY**

60. Only full members may use the WIN brand and logo. The logo has to be in line with the character, colors and layout according to the directions.
61. WINNERS shall not disclose any confidential information about each other to third party.
62. We understand that information regarding our companies' payments, organization & disputes could be disclosed to organization outside the WIN network.
63. We understand that the Chairman and WIN Board have a responsibility to expand the network by appointing new members which we fully support.
64. In case of membership termination, the member shall immediately cease using the marks and logos of WIN and shall refrain from holding itself out as a member of WIN.

#### **MISSELANEOUS**

65. The parties shall comply with all laws, rules, regulations or other requirements imposed by any governmental body or entity which are applicable to the performance of services under this Agreement.
66. In the event of any breach or action to compel compliance with this Agreement, the prevailing Party shall be entitled to recover all costs and expenses, including its reasonable attorneys' fees.
67. Except as otherwise expressly provided in this Agreement, each party will be responsible for all of their own costs and expenses incurred in connection with the negotiation, preparation, negotiation and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.
68. This Agreement may be executed (i) by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as a manuscript signature, and (ii) in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. The signature page of this Agreement may also be executed in portable document format and such execution will constitute due and valid execution.

69. This Agreement cancels and supersedes all prior existing contracts between parties named herein. The Agreement shall not be assigned or modified or transferred in whole or in part, without the prior written consent of the other party's representative signing on the following page.

**I understand that I may leave the WIN association at any time. No fees will be refunded, in whole or in part. I have read and understood the above terms and conditions and agree to abide by them.**

**IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective on DATE.**

**Acknowledged by an authorized signatory of MEMBER**

Signature .....  
Print name .....  
Position .....  
Date .....  
Stamp/chop .....

**Acknowledged by a Board Member of Worldwide Independent Network**

Signature .....  
Print name .....  
Position .....  
Date .....  
Stamp/chop .....