



www.ngjensen.com

Norman G. Jensen, INC.

3050 Metro Drive, Suite 300
Minneapolis, MN 55425
Phone (952) 854-7363 Facsimile (952)854-5931

**Informal (Non-Exclusive)
Level 100
AGENCY AGREEMENT**

The purpose of this **agreement** is to enter into a long-term cooperation in order to participate in and develop air and sea markets between the two countries by specifically establishing contacts and contracts with existing and potential clients engaged in foreign trade.

Norman G. Jensen, Inc. (NGJ) hereby appoints

(Agent)

to act as its agent in connection with various logistics services to be provided on behalf of NGJ's customer(s) as directed from time to time by NGJ.

Such appointment is on an **informal / non-exclusive** basis and shall cover the following described territory:

To / from: **United States of America**

To / from: (Country of Agent)

General Provisions

Agent agrees to abide by and be bound by NGJ's standard Terms and Conditions of Services, as they may be amended from time to time, a copy of which is attached hereto. For purposes of such Terms and Conditions of Services only, Agent is deemed to be the customer.

This Agreement shall remain in effect until such time as it may be canceled by either party. Any such cancellation shall be by confirmed delivery or registered or certified mail and shall provide thirty (30) days notice of any such cancellation. In the event of any such cancellation, any and all monies due and owing from one party to the other shall be paid within ten (10) days.



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Agent hereby submits to the jurisdiction of the United States Court and specifically waives any and all defenses and objections in regard thereto. In this regard, Agent hereby appoints NGJ as its designated agent in the United States for purpose of service of legal process.

Simultaneous with the execution hereof, Agent shall document and provide to NGJ the following:

Evidence that Agent is properly incorporated and in good standing with all government authorities; and

Evidence of Professional Liability Insurance Limits in an amount not less than \$1,000,000.00 (U.S.), or monetary equivalent and proof that such policy is in full force and effect. In this regard, Agent shall arrange for NGJ to be added as a named insured in connection with such insurance coverage and shall be under a continuing duty to update NGJ to show that such policy is in good standing and/or that a replacement policy has been obtained;

Evidence that all of Agent's licenses, such as customs brokerage, freight forwarding, etc., are in good standing and agent shall have a continuing duty to keep NGJ advised as to any developments in connection therewith.

In the event of a claim, lawsuit, fine, penalty, government or other proceeding involving NGJ as a result of the conduct, action and/or inaction of the Agent, then in such event, NGJ shall be entitled to be indemnified, held harmless and defended by Agent and/or Agent's insurer.

In the event of possible claims from customers relating to services rendered under this Agreement or any of the separate Agreements, the contracting parties undertake immediately to inform each other thereof. In case the potential liability of several parties is involved, a party shall not settle such claims without the consent of the other. Such consent shall not be unreasonably withheld.



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Supply Chain Security Measures

Agent agrees to develop, implement, and enforce a sound plan to enhance security procedures. Components of this plan may include, and may not be limited to Conveyance Security, Manifest Procedures, Physical Security, Access Controls, Parking Controls, Procedural Security, Documentation Processing, Personnel Security, Security Awareness, Maintenance, Information Security, Education & Training Awareness, Threat Awareness, and Cargo Security as recommended by the U.S. Customs & Border Protection.

http://www.customs.ustreas.gov/xp/cgov/import/commercial_enforcement/ctpat/

Agent further agrees to have obtained a security profile or questionnaire of warehouses utilized overseas.

Confidentiality

Agent shall not correspond or communicate with NGJ's customers directly unless authorized to do so by NGJ.

Agent agrees not to solicit, directly or indirectly, any of NGJ's customers and not to do business with any of NGJ's customers unless authorized to do so in writing by NGJ. In the event of a violation of this paragraph, NGJ shall be entitled to the issuance of immediate injunctive relief without the necessity of posting bond. Any such relief obtained by NGJ shall be binding and enforceable where Agent is located and any place Agent conducts business, and NGJ shall be entitled to enforcement of any such order or judgment in any location where Agent conducts business.

Accounting Settlements

Any and all **invoices** arising out of business between the party(s) shall be payable upon the following terms:

Accounting settlement will be on a monthly basis. The accounts incurred in the month must be settled by the end of the next month, only when the settlement is over US\$1,000. If the settlement amount is less than US\$1,000, the amount will be carried forward to / settle in the end of the month following the settlement month, even if less than US\$1,000.

In respect of charge collect shipments, it is the respective party's responsibility to receive payment of all charges due from the consignee before making final delivery. If the receiving party so chooses to release the freight for final delivery to the consignee, or other party, prior to collection of all collect charges due, then that receiving party remains responsible for payment to the sending party all collect charges less receiving party's profit share.



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Whenever a party receiving a monthly statement cannot reconcile any items thereon for any reason, the parties shall mutually endeavor to reconcile such dispute items promptly. Any disputes not resolved within sixty (60) days after its formal notification may be referred to arbitration in accordance with the provisions of this Agreement.

Compensation

Compensation shall be in accordance with the following Fee/Commission Schedule, which may be amended from time to time by the parties hereto.

1. Nomination / Routed Order & Free Hand Cargo

Air and Sea

60 / 40 Profit Share

The terms of this profit sharing shall be "port/airport to port/airport", therefore profit sharing is made on freight only and any other business which the parties may do for third parties, including, but not limited to warehouse, terminal charges, origin/destination handling fees shall not be calculated in the profit sharing.

60% Profit Share will be retained by the party "controlling" the business. If the business is jointly "controlled" by both parties, the Profit Share will be 50 / 50. Designation of the "controlling" party is to be determined and agreed to at the time the new business is secured.

Certification
