**FREIGHT FORWARDER AGREEMENT(Between) 国际货运代理协议 (双方)**

*Agency Agreement no./代理协议号*: *\*\*\*\*/\*\*\*-AUE/2025*

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| 甲方/ Party A(As Carrier) ： | ASIA UNITED EXPRESS COMPANY LIMITED |
| 地址/Address： | 347/12a/2 Chu Van An, Ward 12, Binh Thanh District, Ho Chi Minh City, Viet Nam |
| 税号/Tax Code： | 0318574158 |
| 负责人/ Represented By：  | Mr Fan Subei |
| 电话/TEL NO.: | +84 0388822653 |
| 银行名称/ Bank name: | Vietcombank Binh Duong Eastern Branch |
| 银行地址/Bank Address ： | No.26 Le Duan Street,Hoa Phu Ward,Thu Dau Mot City,Binh Duong Province,Vietnam |
| 银行账户(美金)/Bank account no. (USD)： | 1210868686 |
| 银行代码/Bank Swift code： | BFTVVNVX |

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| 乙方/ Party B(As Merchant) ： |  |
| 地址/Address： |  |
| 税号/Tax Code： |  |
| 负责人/ Represented By：  |  |
| 电话/TEL NO.: |  |
| 银行名称/ Bank name: |  |
| 银行地址/Bank Address ： |  |
| 银行账户(美金)/Bank account no. (USD)： |  |
| 银行代码/Bank Swift code： |  |

This agency agreement (hereunder referred to as the “Agreement”) is made and entered into effectiveness as of Jan. 01, 2025 between **ASIA UNITED EXPRESS COMPANY LIMITED** (hereafter referred to as **ASIA UNITED EXPRESS**), a Company incorporated under the laws of (Vietnam). and **\*\*\*\* CO.,LTD.** (hereafter referred to as **\*\*\*\***) a company incorporated under the laws of (China).

本代理协议(以下简称“协议”)由**ASIA UNITED EXPRESS COMPANY LIMITED** (以下简称**ASIA UNITED EXPRESS**)于2025年1月1日签订生效，该公司是一家根据(越南)法律注册成立的公司。和 **\*\*\*\* CO.,LTD.**( 以下称为**\*\*\*\***)公司签订协议，该公司是一家根据(中国)法律注册成立的公司。

**1) REPRESENTATION 协议简介:**

Party B appoints **Asia United Express** and **Asia United Express** accepts appointment as Party B agent in the territory of Viet Nam, for sales and handling of Party B air and sea-freight shipments to/from Viet Nam to all over the world and any and all other services in relation to the air and sea cargo transportation.

乙方委托**Asia United Express**和作为乙方在越南的指定合作代理人，以操作处理乙方在越南的进出口货物以及物流服务，从越南到全球各地以及所有其他物流服务，包括但不限于关于海洋运输和航空货物的运输服务。

a) The parties hereto are in the business of providing freight forwarding services with respect to both air and sea-freight shipments.

双方旨在提供有关海洋运输和航空货物的物流服务。

b) The parties hereto are desirous of co-operating in the development and promotion of the use of both parties’ services with respect to air and sea cargo transportation.

双方合作开发和促进双方在海洋运输和航空货物运输方面物流服务。

c) Each party hereby appoints the other for the duration of this agreement in their respective countries in all sales and operational activities relating to the movement of their cargo between those countries on non-exclusive basis.

双方在本协议的合作时间内在其各自的国家 /地区作为彼此的代理人，从而在所有进出口物流服务中，与这些国家之间的货物运输有关，以非排他性的基础。

**2) CONFIDENTIALITY 协议保密性:**

Each party shall maintain total confidentiality of the business interest of the other party, i.e. all Information relation to customers, rates etc.

双方应保护另一方的商业利益的安全性，即与客户/费率等的所有信息关系.

**3) PROFIT SHARING – ONLY FOR ROUTED SHPTS / JOINT SALES / NOMINATIONS 利润分成-只适用于指定的装运/联合销售/提名:**

If there is any routed shpts, joint sales or nominations both party will provide the net/net buying rates to each other and sell to clients after keeping the Profit margin for both the party and same shall be shared equally on 50/50 basis. Or handling charges for cosales/nominated shpts as blw: FCL cargo: Min usd 20/20’dc and usd 30/40’dc LCL cargo: Min usd 3/CBM or Min 12usd/shipment

Other special cases should be discussed according to the real situation of shipment

如果有任何路线的装运，则联合销售或提名双方将在保留双方的利润率后，将互相提供净价，并向客户销售，并以50/50的利润价格平均分享。或以提单信息为准：FCL/整柜货物：最小值USD20/20'DC和USD30/40’DC，LCL/拼箱货物：最小值3/CBM或Min 12USD/Shipment；

其他特殊情况应根据货运的真实情况进行讨论；

**4) NO PROFIT SHARING FOR FREE HAND SHPTS - WHETHER COLLECT OR PREPAID 无利润装运（含预付和到付货物）:**

No profit sharing, break bulk fees, agency fees or handling charges will be charged by either party for any free hand shpts whether collect or prepaid shipments forwarded by both parties.

任何一方对于任何由双方装运的无利润货物，无论是到付还是预付的货物，都不收取利润分成、散货费、代理费或手续费。

**5) GROUPAGE / CONSOLIDATION BOXES FORWARDED BY EITHER PARTY 拼箱货物装运：**

If either party forward any LCL consolidation/groupage boxes wherein the MBL is consigned to each other and the HBL is consigned to consignees in the respective countries, the profit obtained from consignees at destination should be shared between our two companies depending on the number of HBL & CBM loaded in 20’ & 40’cntrs.

Handling charges of consolidated cargo: Min USD 150/box

如果任何一方装运任何拼箱/集散箱，其中MBL/船东提单作为彼此托运人，HBL/货代提单托运给各自国家的收/发货人，从目的地收货人获得的利润应由我们两家公司根据20 '和40'cntrs装载的货代提单/HBL和体积数量共享。

综合货物处理费:最低150美元/集装箱；

**6) SALES LEADS 销售线索：**

Both party shall provide the sales leads to each other and thus ensure to develop the business between our two Companies. Once the sales leads is provided both party will update each other with the outcome within 7 days of receipt of SALES LEADS.

双方应相互提供销售线索，以确保双方业务的发展。一旦销售线索被提供，双方将在收到销售线索后7天内互相更新结果。

**7) CREDIT FACILITY 信贷额度：**

A) Credit AMOUNT : USD 1,000,000- (US DOLLARS ONE MILLION ONLY)

信用额度：1,000,000 美元

B) CREDIT PERIOD : Strictly 365 days

信用期限：365天

C) The first cooperation does not accept the monthly settlement financial cycle.

第一次合作不接受月结财务周期

**8) SETTLEMENT OF ACCOUNT 财务结算：**

-Each party agrees that Statements of Accounts shall be exchanged every month. The origin party shall present the Statement to the receiving party on the 2rd day of the month for previous month’s shipments. The receiving party shall confirm by the 3th day of the month. Remittance shall be made by the 5th day of the month in U.S. Dollars.

双方同意每月交换装运对账单。对于上月装运的货物，原始方应在该月的第2日向接收方提交对账报表。接收方应在该月3日前确认。汇款应在每月5日之前以美元汇款。

-If the amount is over the number of the contract, it should be settled right away.

如果金额超过合同协议金额，应立即进行结算。

**9) BANK CHARGES 银行手续费：**

Paying party and Receiving party has to absorb the bank charges applicable in their country.

**10) COLLECTION OF FREIGHT REVENUES AND BANK RELEASE LETTER 货物释放和银行信用证货物交付：**

-Each party shall be responsible for collecting the freight / COD amount from Consignee (if HAWB/HBL is shown as freight collect) and must obtain the BANK RELEASE LETTER (if HAWB/HBL is consigned to the Bank) before releasing the cargo to ultimate consignee.

双方应负责向收/发货人收取预付运费/到付运费(如果HAWB/HBL显示为运费到付)，并在向最终收货人交付货物前，必须取得银行放行函(如果HAWB/HBL托运人为银行)。

-Each party shall be responsible for collection of the original Bills of Lading issued by the other party before releasing cargo to consignee.

在将货物交给收货人之前，每一方都应负责收齐另一方签发的原始货运提单。

-In case the type of HBL is original HBL and each party release D/O - CARGO for Cnee without presentation of original HBL, this party, who release DO-cargo to Cnee, will be responsible for all charges or all risks of loss cargo or dispute from customer.

如果HBL/货代提单类型为原件正本货代提单/OHBL，并且各方在没有出示原件正本货代提单/OHBL的情况下为收货人放行提货单/D/O - CARGO，则由向收货人放行提货单/DO-cargo的一方负责承担所有费用或所有货物损失或客户纠纷的风险。

In case the type of HBL is surrendered HBL, each party only release DO-Cargo for Cnee after getting confirmation via email from the other party.

如果HBL/货代提单的类型是电放提单/TLX HBL，在得到另一方的电子邮件确认后，双方只需释放提货单/DO-Cargo给收货人。

**11) PRE-ADVICE 装运预先通知：**

Pre-Advice with the shpt details and freight/cod collection amount should be advised to each other before the arrival of the cargo at the destination. Copies of documents like MAWB/MBL, HAWB/HBL, Manifest, Commercial Invoice, P/list & Certificate of Origin must be forwarded by each party whenever there is a shipments consigned to either party. The status of the Original Documents like Commercial Invoice, P/List, Certificate of Origin or any other relevant documents should be kept advised on the pre-Advice along with the courier number, date of departure. The Freight collect Amount should be clearly shown on the Pre-advice along with the COD amount if any to be collected.

在货物到达目的地之前，预先通知双方，包括货物装运详情和运费/运费到付金额。每当有货物装运给任何一方时，每一方都必须提交MAWB/MBL、HAWB/HBL、舱单、商业发票、P/I清单和原产地证书等文件的副本。原始文件的状态，如商业发票，P/I清单，原产地证明或任何其他相关文件应保留在预先通知连同快递号码，出发日期。运费到付金额应清楚地显示在预通知上，如果有任何运费到付金额。

**12) AMENDMENT 协议修订：**

Amendments and/or changes to this agreement or its appendix shall be written for and agreed upon by both parties. Any unilateral amendments and/or changes and/or revisions will not be binding, or considered as a part of this agreement.

对本协议及其附件的修改和/或变更应由双方书面同意。任何单方面的修改和/或变更和/或修订都不具有约束力，也不被视为本协议的一部分。

**13) ABITRATION 协议争议解决：**

All disputes, controversies or differences arising out of or in connection with this agreement and its appendix or for the breach thereof, which cannot be settled amicably, shall be submitted to and settled by Viet Nam International arbitration centre

因本协议及其附件引起的或与本协议及其附件有关的或因违反本协议而产生的所有争议或分歧，如不能友好解决，应提交越南海事法院国际仲裁中心解决。

**14) ACT OF GOD 不可抗拒因素：**

Neither party to this agreement shall be held to be in default or breach for any failures hereunder due to an act of God or the public enemy or the acts of any government in its sovereign capacity.

本协议的任何一方均不因天灾、盗抢或任何政府以其主权身份的行为而导致本协议项下的任何失败而被视为违约。

**15) TERMINATION 协议终止：**

This agreement is subject to addendum or adjustment upon mutual consent and shall become effective until when terminated by either party hereto by issuing (sixty) 60 days notice in writing to the other party.

本协议经双方同意可进行补充或调整，并在任何一方发出(60)天书面通知另一方终止之前一直有效。

In the event of termination, each party shall fulfill its obligations to the other party up to the date of termination.

协议终止时，每一方都应履行其对另一方的义务，直至本协议终止之日。

In witness whereof, the parties hereto have executed this agreement on the day and year hereinafter written.

兹此证明，本协议双方已于下述日期签署本协议。

Approved and accepted by both the parties concerned on this day of 01 Jan, 2025。

本协议于2025年1月1日批准并接受。

**ASIA UNITED EXPRESS COMPANY LIMITED \*\*\*\* CO.,LTD.**

 **CÔNG TY TNHH ASIA UNITED EXPRESS \*\*\*\* 有限公司**

(VIETNAM 越南) (CHINA 中国)

(负责人/MANAGING DIRECTOR) ( 负责人/MANAGING DIRECTOR )

Name/designation of the signatory with Company Seal Name/Designation of the signatory with Company Seal.

签署人的姓名/印章，并加盖公司印章 签署人的姓名/印章，并加盖公司印章