



RADO LOGISTICS, INC.

9358 Wood Knoll Way
Jonesboro, Georgia 30238 USA Tel:

TEL: 404-767-3228 FAX: 770-629-2911

Agency Agreement

BETWEEN

Rado Logistics, Inc.

Address: 9358 Wood Knoll Way

Jonesboro, Georgia 30238 USA

Tel: 404-767-3228

Fax: 770-629-2911

(Hereinafter referred to as "Party A")

And

2. Company: **Overseas Agent**

Address:

Tel:

Fax:

(Hereinafter referred to as "Party B")

WHEREAS, the parties are both freight forwarders and licensed NVOCCs recognized in all jurisdictions which provide transportation and logistics services, and for their mutual benefit in developing freight forwarding business, for the promotion of international carriage of goods by sea/air, handling and delivery of cargo consignments and for the settlement of accounts between them, both parties agree to be bound by the terms and conditions hereunder and both parties will use the services of the other to perform activities related to transportation arranged by one party for its own client to the extent that one party cannot perform those activities by its own personnel.

Clause 1. Appointment

Each Party hereby appoints the other as its non-exclusive agent to handle international transportation business involving cargo movements by ship, rail, truck or air, or any combination of these modes. Each party, either by itself or by its appointed agent or subcontractor, shall exercise reasonable care when,

- a) providing agency services required for transportation arranged by it,
- b) following instructions that the other party may give, and
- c) acting as bulk agent for cargo shipments directed to it by the other party.

Clause 2. Best Efforts

Subject to the provisions hereof, both parties shall make every effort to support the business of the other party concerning sea/air freight and other related services for cargo movements by ship, rail, truck or air, or any combination of these modes. Each party shall undertake all necessary activities, including research, pricing and soliciting in a manner that will not prejudice the commercial reputation of the other party. Each party recognizes that the services provided hereunder are subject to legal requirements imposed by the countries in which they act on behalf

of the other party hereto. Each party agrees that it shall at all time perform its duties in a lawful manner and, should there be any doubt about the lawfulness of any particular action or actions, it shall request clarification and specific authorization from the other party in writing.

Clause 3. Rates

Both parties agree to negotiate the optimum net freight rates for the services provided by the other party, with effective beginning and expiration dates, and shall advise these rates to the other party without any delay. The rates shall be offered with the currency in which they are quoted. Any changes in rates must be duly notified in writing, and in the absence of such notice the other party may rely on rates last advised.

Clause 4. Documentation

Under all circumstances, ocean shipments shall be released against presentation of original HBL duly endorsed to the consignee. For air shipment, if the HAWB is consigned to a bank the relevant bank endorsement must be presented when releasing the shipment.

Clause 5. Handling Instruction

The following conditions shall apply to sea and air freight shipments:

- a) For odd sized, heavy weight and long length cargo etc., the handling fee shall be charged as agreed upon between both parties on an individual shipment basis.

b) Both parties may charge a fee for remittance of freight charges collected by them for the account of the other party as agreed upon between both parties on an individual shipment basis and upon written confirmation of acceptance by the other party.

c) Both parties shall provide break-bulk and trans-shipment (or forwarding) services as may be required from time to time at a fee to be agreed on.

Clause 6. Currency

Unless both parties agree otherwise, quotations of transport costs, computations of amounts and remittances shall be in the currency of U.S. dollars to:

Beneficiary: Rado Logistics, Inc.

WELLS FARGO BANK

Account #: 8764663939

Routing /Bank A/C #: 121000248

Swift Code: WFBIUS6S

420 MONTGOMERY STREET; SAN FRANCISCO, CALIFORNIA 94104 USA

Clause 7. Procedures

a) Both parties shall transmit to the other such specific instructions, requests or particulars relating to its client or consignment as may be necessary to enable the other to render efficient service. Party B agrees that it will provide Party B in a timely fashion all information that is

required for Party B to comply with any and all security procedures applicable to the traffic, whether these security procedures apply by virtue of customer requirements, or related law.

b) Both parties agree to provide adequate and suitable information including pre-alert messages for all shipments consigned to the other, and to respond to all requests from the other for proof of delivery.

c) Both parties agree that when a shipment is consigned to a bank, the goods under the Bill of Lading will not be released before obtaining the bank's endorsement for goods covered thereby or the bank's written delivery order for goods covered by an Airway Bill.

d) Should the consignee refuse to take delivery of a shipment at the destination, the party handling the shipment shall inform the sending party of this refusal and await instructions as to the disposition of the cargo.

e) Where MBL Ocean freight charges are greater than the HBL ocean freight charges that Party, B is asking Party A

to collect, Party B is required to pre-pay the MBL Ocean Freight charges, unless specifically agreed otherwise beforehand.

f) In case of "FREIGHT TO COLLECT", no cargos can be released until freight has been paid, and should the staff of either party release cargo against this provision, that party shall:

i. Pay the carrier the freight due or;

ii. in the event the other party has already paid the freight, immediate remit the amount so paid by the other party; and

iii. be entitled to recover the ocean freight from the consignee.

Clause 8. Indemnification

Subject to the principles of comparative negligence, each party (referred to in this clause as the indemnitor) agrees hereby to indemnify and hold harmless the other party, its officers,

contractors, employees and servants from all responsibility and liability for any injury, damage, expense (including, but not limited to, reasonable attorneys' fees and court costs) or loss sustained by any person or property caused by any negligent act, omission or willful misconduct of the indemnitor, its officers, sub-contractors, employees and servants, related directly or indirectly to any transportation pursuant hereto.

No terms or conditions hereunder shall be construed to render either party liable for any direct, or consequential damages, regardless of the existence of reasonable foreseeability, unless such liability is specifically assumed in writing by an officer of the respective party.

Clause 9. Revenue and Expenses – Settlement

Either party may receive and invoice for all revenue generated by its sale of transportation, and defray costs of such transportation from revenues received. Both parties shall, on a monthly basis, account to the other for all the freight to collect and other money due at destination, revenues as invoiced during the months, and costs related to such revenues, and settle their sharing in accordance with this Agreement. When the monthly statement of accounts (including handling fees) shows a balance that one party owes to the other, the party who owes the balance shall remit the amount owed within fifteen working days after the conclusion of the reporting period.

Clause 10. Accounting

a) Customs charges, duties, delivery charges and any other charges incurred at destination but not specified in advance shall be for the account of the consignee and the exporting party

shall not be held responsible unless otherwise specified on the export party's Bill of Lading, email or fax.

- b) Both parties shall forward to the other via (courier, fax or electronic message) on the fifteenth day each and every monthly statements revealing sales of transportation subject hereto, covering all receipts and disbursements by each party. Such statements of account shall specify all charges as agreed upon in advance and shall be supported by appropriate documents, (including but not limited to), credit/debit notes (with details therein), copies of invoices, etc.

Clause 11. Termination

This Agreement shall be effective as of the date first shown above and shall remain in effect for an initial term of one (1) year. Thereafter this Agreement shall automatically renew on a year-to-year basis, subject to the right of either party to terminate this Agreement without any cause at any time (including the initial one-year term) upon rendering the other party not less than thirty (30) days' prior written notice.

Either party (the non-defaulting party) may terminate this Agreement immediately, by notice to the other party (the defaulting party):

- (a) upon breach by the defaulting party of the provision of Clause 10 hereof;
- (b) upon breach by the defaulting party of any other provision hereof, should the breach have not been remedied within twenty (20) calendar days after the receipt of notice of such breach from the non-defaulting party;

(c) should the defaulting party become insolvent or bankrupt.

Clause 12. Claims

Both parties shall exercise their best efforts to resolve disputes made by customers or others interested in the cargo, and co-operate with each other in claiming against third parties for any damages or losses, and enforcing any rights including claims for insurance proceeds. Neither party will make any admission of liability nor responsibility for any claims made by customers, but will advise the customer that the claim be filed against the responsible party or its liability insurer if insurance is available. Neither party shall be liable for loss, damage or delay to any cargo arising out of the transportation and related services arranged by either party hereunder on behalf of the other party. All terms and conditions regarding the actual loading, transportation or handling of any cargo shall be subject solely to the applicable bills of lading, ocean way bills, air way bills and/or tariffs of the respective actual carriers.

Clause 13. Records

- a) All records of the parties, such as books, vouchers and bill of lading relating to the handling of the consignment therein, shall be open for inspection by each other or its authorized representatives acting on behalf of the party, and both parties shall provide adequate opportunity to inquire and obtain information from any of its officers or employees with regard to such inspection.
- b) Both parties agree that all manuals, procedures and documents provided to the other party remain the property of the party who has provided them. Both parties agree to hold such information in strict confidence and undertake responsibility of non-disclosure, whether

before or after the termination hereof. It is further agreed that upon request of the disclosing party to the receiving party, all such information/materials will be returned to the disclosing party on termination hereof.

Clause 14. Remittance

Unless otherwise agreed both parties shall remit all monies due on demand or as agreed upon the submit of the accounting statement referred to in Clause 10, and such remittance shall be in the currency designated in clause 6 or as otherwise may be agreed.

Clause 15. Credit

- a) Both parties shall comply with the current effective laws and regulations, abide by business ethics, and adhere to the principle of integrity. Both Parties hereby represents and warrants that they will not conduct business in illegal, default or improper ways to seek unjustified interests, and will not engage in any behavior that may be harmful to the other party.
- b) Both parties shall faithfully and timely declare cargo information, trade information and other relevant documents, including but not limited to the cargo's description, price and quantity, HS code, etc. Besides, documents shall be provided immediately and faithfully, including but not limited to the following documents: special documents such as tax preferential agreements with the customs; import or export certificates of origin or other supporting documents that are required by import or export business. Both parties neither accept any illegal request, nor engage in any illegal act. Violation of the provisions hereby that results in any loss of preferential policies or administrative punishment or criminal

punishment, the infringing party shall bear all the adverse consequences independently and shall assume compensation liability where harm is done to the other party.

- c) Where either party entrusts the other party to provide warehousing services, the other Party shall strictly observe the warehouse management practices and operating rules and shall not engage in any thing that may violate regulations and laws. For instance, any entrance into the warehouse without permission or replacing the goods or the label secretly is not allowed. Violation of the provisions hereby, default party shall bear all the adverse consequences independently and shall assume compensation liability where harm is done to the other party.

Clause 16. Anti-bribery

- a) Both parties shall comply, and shall cause its agents, servants, employees and subcontractors to comply, fully with all laws, regulations, rules and orders of any government or governmental agency that may apply to this Agreement and/or the Services performed hereunder.
- b) To protect the interests both parties and the long-term cooperation, both parties have an obligation to assist the other party to prevent bribery. If one party requires, the other party should report to the other party's supervision institutions or top management.
- c) If one party's staff asks for bribery, the other party should report it within ___ working days. After checking and proving it is the truth, both parties will take measurements meanwhile protect the other party's benefits, and give more business to the other party depending on the circumstances; whereas negligence of reporting will result in not getting any more business.

- d) In the process of business operation, both parties, in order to achieve convenient customs clearance, shall not bribe the other party's personnel in the form of paying, promising to pay or authorizing the payment of money, etc.
- e) Both parties shouldn't, directly or indirectly, bribe cash gift, goods, securities or adopting other means to provide improper interests to the other party. Otherwise, those would be considered as the violation behavior.
- f) If one party has the bribery, once found, the other party has a right to detained the bribe money and cancel the all business or orders without taking any duty, meanwhile the briber party should be paid ___% of the total price of all orders or ___ times bribe or improper interests equivalently as compensation (higher amount is prior).
- g) If one party or its associated enterprises get effected by the other party's bribery activity, either to government authority or to any companies or to any third-party personnel, the briber party should compensate the other party accordingly.

Clause 17. Force Majeure

Neither party shall be held responsible for failure to perform all or any part of this Contract due to Force Majeure events that are unforeseeable at the time of the execution of this Contract and could not be controlled, advised or overcome by such party. However, the party whose performance is affected by the event of Force Majeure shall give a notice to the other party of its occurrence as soon as possible and a certificate or a document of the occurrence of the Force Majeure event issued by the relative authority or a neutral independent third party shall be sent to the other party by airmail not later than 15 days after its occurrence.

An event of Force Majeure includes, but is not limited to, prohibition or acts by government or public agency, riot, war, hostility, public disturbance, strikes, other labor disputes and work stoppages, failure or interruption of transportation or other utilities, epidemic, fire, flood, earthquake, storm, tidal wave or other acts of nature.

Clause 18. Application of law

The interpretation and performance of the contract shall be governed by law of the PRC.

Clause 19. Arbitration

Any argument or dispute arising out of the Agreement shall be settled by friendly negotiation between both parties hereto; if none agreement can be reached, the dispute or argument shall be submitted to the arbitration institution where the defendant is located for arbitration, and the award shall be deemed as final judgement and bind on both parties hereto.

Clause 20. Notice

Any notice required hereunder shall be given in writing by ordinary mail addressed to:

PARTY A: RADO LOGISTICS

Address: 9358 Wood Knoll Way; Jonesboro, Georgia 30238 USA

Tel: 404-767-3228

Email: info@radologistics.com

PARTY B: **Overseas Agent**

Address:

Tel:

Fax:

Clause 21. Entire Agreement

This Agreement includes final and complete terms of the agreement between both parties hereto for the development of freight traffic and supersedes all prior understandings or agreements of the parties, and both parties agree that this Agreement supersedes all prior agreements.

Clause 22. Miscellaneous Provisions

a. In the event of any arrangement outside this Agreement but falling within the ambit of mutual working relationship (i.e. nomination cargoes, etc.) separate side letters/agreements shall be prepared and incorporated by reference as an integral part of this Agreement.

b. This agreement shall be binding upon and shall inure to the benefit of all successors and approved assigns of both parties hereto. Neither party may assign this Agreement without the expressly written consent of the other.

c. Failure of either party to insist on performance of any term or condition hereof or to exercise any right or privilege hereunder shall not be construed as a waiver of the same in the future.

(PARTY A)

(PARTY B)

Date: 10/05/2025

Date: _____

By *Lovett Brooks*

By _____

Name Lovett Brooks

Name _____

Designation General Manager _____

Designation _____

(I have the authority to bind this party)

(I have the authority to bind this party)