INTERNATIONAL AGENCY AGREEMENT

This Agreement is made and entered into as of [DATE], by and between:

AGENT A: Refresh Global Logistics LLC
30 N Gould Street, Ste R
Sheridan, WY 28201
United States of America
Hereinafter referred to as "AGENT A"

and

AGENT B: [Full Legal Name of Overseas Agent]
[Address of Agent B]
[City, Country]
Hereinafter referred to as "AGENT B"

AGENT A and AGENT B are collectively referred to as the "Agents."

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1. Purpose

This bilateral agreement sets forth the responsibilities, costs, liabilities, and cooperation terms of both parties in the mutual pursuit of developing international freight forwarding and logistics services.

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2. Territory

- "AGENT A" Territory: United States of America
- "AGENT B" Territory: [Insert Country or Region]

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3. General Agreement

(a) The Agents shall actively cooperate in providing international freight forwarding and logistics services for shipments moving between their respective territories, including but not limited to air, ocean, and multimodal transportation and related documentation.

(b) Each Agent shall list the other as consignee on all Master AWBs, HAWBs, MBLs, or HBLs as appropriate (unless otherwise advised in writing).

(c) No Agent shall co-load with or on behalf of third-party forwarders without the prior written consent of the other Agent.

(d) The extension of credit for freight charges is solely the responsibility of the Agent offering such terms.

(a) Credit Application will be required for terms to be offered, unless otherwise agreed in writing.

(e) All requests for shipment information or status updates shall be responded to promptly upon receipt.

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4. Profit Sharing

(a) Freight shall move at mutually agreed-upon net rates, with profits or losses shared equally on a 50/50 basis unless otherwise agreed in writing.

(b) Freehand shipments must have a clearly defined profit share agreement confirmed before booking.

(c) Other value-added services (e.g., warehousing, customs clearance) not covered herein shall be negotiated on a case-by-case basis.

(d) All Origin and Destination Profits shall remain with the respective agent at that origin or destination and will not be shared. It is imperative that each agent provide this pricing with a reasonable markup in order to win the business.

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5. Account Settlement

AGENT A
Accounts Contact: Richard Coleman
Address: 30 N Gould Street, Suite R, Sheridan, WY 82801, USA
Bank Name: Bank of America
Bank Address: 222 Broadway, New York, NY 10038

Account Number: 898161333213
Routing Number: 026009593
SWIFT/BIC Code: BOFAUS3N
Currency: USD
Bank Charges: All bank charges to be borne by the sender unless otherwise agreed

AGENT B
Accounts Contact:
Address:
Bank Name:
Bank Address:
Account Number:
Routing Number:
SWIFT/BIC Code:
Currency: USD
Bank Charges: All bank charges to be borne by the sender unless otherwise agreed

Payment Terms: Net 30 days from invoice date unless otherwise agreed in writing.

Bank Charges/Wire Transfer Fees are the responsibility of the transferring agent. Wire fees cannot be deducted from the cost of the invoice.

All invoices are to be paid in USD

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6. Disputed Invoices and Dispute Resolution

(a) If a dispute arises concerning any invoice or obligation under this Agreement, the parties shall first attempt to resolve the matter amicably through direct negotiation between senior representatives.

(b) If resolution cannot be reached within 30 days, the parties agree to submit the matter to binding arbitration under the rules of the International Chamber of Commerce (ICC), or another mutually agreed arbitration forum. The place of arbitration shall be Nashville, TN, USA, and the proceedings shall be conducted in English.

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7. Operational Responsibilities

(a) Each Agent is responsible for the services rendered either directly or through third parties selected by them. Each assumes full liability for those third-party services.

(b) Agents will pursue and negotiate competitive net freight rates and notify each other of new rate opportunities.

(c) Each Agent shall inspect incoming cargo and report shortages, damage, or delays immediately upon receipt.

(d) All transactions shall be subject to the applicable Standard Trading Conditions: [Insert Name of STCs or Association, e.g., BIFA/FMC/NAFTZ/FIATA]

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8. Sales and Public Relations

(a) Agents agree to engage in mutual promotion, share sales leads, and provide updates on customer developments.

(b) Joint sales efforts may be carried out in either territory as deemed appropriate.

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9. Insurance

(a) Both Agents must hold valid Legal Liability and Errors & Omissions insurance policies.

(b) Where cargo insurance is not provided by the customer, the origin Agent will attempt to arrange insurance coverage and share confirmation of policy details with the destination Agent.

(c) Selling of cargo insurance must comply with jurisdictional regulations.

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10. Compliance with Applicable Laws

(a) Each Agent agrees to fully comply with all applicable laws and regulations in their respective territories.

(b) This Agreement shall be governed by the laws of the State of Tennessee, United States of America.

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11. Service Standards

(a) Agents agree to maintain service levels consistent with ISO 9001 or equivalent quality standards.

(b) Agents will refrain from illegal or unethical practices in any country where business is conducted or shipments are transiting.

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12. Confidentiality

Each party shall treat all proprietary information—including but not limited to rates, customer data, and operating procedures—as confidential and shall not disclose such information without written permission.

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13. Non-Circumvention

Neither Agent shall solicit or accept business from clients introduced by the other party without written consent, during the agreement term and for 12 months following termination.

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14. Force Majeure

Neither party shall be liable for delays or failure in performance caused by circumstances beyond their control, such as natural disasters, wars, labor strikes, or governmental actions.

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15. Default and Termination

(a) Failure to meet service or financial obligations may result in termination of this Agreement.

(b) Agreement terminates automatically upon the legal or operational cessation of either Agent.

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16. Assignment

Neither party may assign this Agreement without prior written consent of the other.

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17. Amendments

Any amendments must be in writing and agreed upon by both parties.

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18. Duration and Termination

This Agreement is automatically renewed year-to-year from the signing date unless terminated by either party with 60 days' written notice via courier and email. Routed cargo remains the property of the routing Agent and must not be solicited by the other party.

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19. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all previous communications.

Signed this ____ day of ____________, 20__

AGENT A

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Name: [Insert Name]
Title: Managing Director
Witness: __________________

AGENT B

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Name: [Insert Name]
Title: [Insert Title]
Witness: __________________