

AGENCY AGREEMENT

This agreement is made on the 契約日, 2016 by and between:

貴社名, a company duly organized and existing under the laws of Japan, having its registered office at 貴社住所. (hereinafter referred to as 略称), Represented by its Mr. 代表者名 (Managing Director)

AND

海外代理店名, a company duly organized and existing under the laws of 国名, having its registered office at 代理店住所. (hereinafter referred to as 略称), represented by its President, Mr. 代表者名;

WHEREAS

both parties wishes to appoint a forwarding agent for sea and air transportation between Japan and 国名.

It is hereby agreed by and between the parties hereto as follows:

1. APPOINTMENTS

Each party hereby appoints the other party as its non-exclusive representative for the sales and handling of cargo in the international cargo transportation and/or domestic transportation preceding and/or succeeding international cargo transportation between 国名 and Japan.

2. TERM OF VALIDITY

This Agreement shall entered into force on 契約開始日, 2016 and shall remain in force until 契約開始日の 1 年後, 2017. Should any governmental authorization be necessary for this Agreement to enter into force, then the Agreement shall enter into force when such authorization is granted. Thereafter, this Agreement shall be automatically renewed for every one year, unless terminated by either party giving notice of termination, in writing, to the other, at least 30 (thirty) days prior to the expiration of the initial term or of any subsequent terms and/or conditons.

3. THE PARTIES DUTIES

Each party undertakes to use its best efforts to promote the business of the other party in the agreed area(s), in accordance with the other's reasonable instructions and to protect the other's interests with the due diligence. In particular, each party agrees to undertake all necessary sales activities to promote the other's business and to secure Routing Orders, L/C instructions, Sales Leads and/or similar activities.

3.2 Each party shall immediately inform the other of any complaint(s) received in respect of the services rendered pursuant to the terms of this Agreement. To the extent possible, each party shall promptly and properly deal with such complaints(s). Neither party, however, has the authority to engage in any way the other party, unless specifically authorized in writing to do so.

3.3 In case Principal requests Agent to settle the cargo claim with the consignee, Principal shall give Agent the necessary instructions for the settlement of the claim. The claim occurred while the cargo was in custody of Agent or agent's subcontractors, Principal may hold Agent's responsible for compensating the damage however, the damage for the settlement of the claim shall be separately discussed and determined by and between the parties concerned.

3.4 Each party will have authority to sign such HB/Ls "as agents of (name principal) only. It is furthermore expressly agreed between the Parties that by issuing same HBLs, both party will nevertheless always be considered acting in their capacity of freight forwarding agent only.

3.5 Each party hereto shall provide service including arrange shipments, break bulk, notify consignees of shipments in arrival, collect ORIGINAL HOUSE B/L duly endorsed collect the freight and charges shown on HBL/WAY BILL and transfer of shipments to the other party.

3.6 Without any prior consent of the other party, either party shall not grant any credit to any third party in the delivery of the cargo to the consignee without the collection of Bill of Lading.

3.7 Both parties agree to keep all information exchanged during the term of this Agreement as confidential, including all information regarding rates, charges and volume of business.

4 ACCOUNTING

Statements of account shall be submitted for settlement on a monthly basis by both parties via fax and/or fast courier service and/or e-mail. Payments by either party of the net amounts due to the other party, shall be made by the end of the month in which the relevant statement of account was issued.

4.2 Both parties agree that all invoices, sales quotes, HBL's etc. are to be issued in US\$ for all shipments.

4.3 Invoices issued by both parties shall be raised exactly according to quotations stipulated

for services rendered, given and accepted in writing (by telex, fax, e-mail or mail) by both parties..

4.4 Each party shall make payments by means of a bank remittance to the following account, or to any other account which each party may indicate from time to time:

Bank Name: 銀行名

Branch Name : 支店名

Bank Address : 銀行住所

Bank Account No. 口座番号

Beneficiary: 口座名義人(貴社名)

Beneficiary Address: 貴社住所

Bank Name: 代理店銀行名

Branch Name: 支店名

Bank Address 銀行住所

Bank account No. 口座番号

Beneficiary: 口座名義人(代理店名)

Beneficiary Address: 代理店住所

5. HANDLING FEES

Handling fees – Free handling

5.2 For all shipments generated from joint efforts (nomination and sales lead), both parties will share the profits/losses on a 50/50 basis.

5.3 Losses due to the operation negligence of a party shall not be reflected in any calculation of commissions here under, and such losses shall be borne entirely by such negligent party.

6. EARLY TERMINATION

Each party may terminate this Agreement with immediate effect, by notice given in writing by means of communication ensuring evidence of the date of receipt, in case of a substantial breach by the other party of the obligations arising out of the contract, or in case of exceptional circumstances justifying the earlier termination.

6.2 The parties further agree that failure by a party to make the required payments pursuant to art. 5.2. above, shall entitle the other party to immediately terminate this Agreement.

6.3 The parties agree that the following situation shall be considered as exceptional circumstances that justify the earlier termination by the other party: bankruptcy,

moratorium, receivership, liquidation or any kind of composition between the debtor and the creditors, or any circumstances that are likely to affect substantially one party's ability to carry out its obligations under this contract.

7. CONSEQUENCES OF TERMINATION

Any obligation accrued prior to the expiration/ termination of this Agreement shall be fulfilled by the parties and to this extent the relevant provisions of this Agreement shall continue to remain in force.

8. DOCUMENTS AND SAMPLES

Each party shall provide the other party with samples of Bill of Lading, Waybill and other documents to be used by Principal for concluding the transportation contract and their clauses printed on the back of transport documents so that the terms and conditions of the transportation contract may be known to Agent in advance. Upon expiration or termination of this Agreement, each party shall return to the other all advertising material and other documents and samples previously received and which are still in its possession.

9. FORCE MAJEURE

Either party may be released from its obligations hereunder in the event that governmental regulations or any other cause beyond the parties' control renders performance commercially impracticable. Such release shall however, be exclusively limited to that period of time when performance is made impossible. However, the party unable to perform this agreement for the above-mentioned reason(s) shall immediately notify in writing the other party of this effect and shall have the obligation to take all appropriate measures to avoid or reduce the influence therefrom.

10. MISCELLANEOUS PROVISIONS

Each party may at any time request the other that the terms of this Agreement are reviewed and/or renegotiated and the parties agree to consider, in good faith, all request made in this respect. However, no addition or modification to this Agreement shall be valid unless such addition or modification are made in writing and signed by each party's legal representative.

11. APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance to the law of the countries where the shipments are originated and the B/Ls are issued.

12. ARBITRATION

The parties agree to attempt to amicably settle any dispute arising out of or in connection with the present Agreement. Should the parties be unable to reach an amicable settlement

within sixty days from the dated when the dispute(s) has(ve) arisen, then any such dispute(s) shall be finally settled in accordance with the commercial arbitration rules of the Japan Commercial Arbitration Association when the party in Japan is the respondent and in 代理店名 in accordance with the commercial arbitration rules of the International Chamber of Commerce when the party in 国名 is the respondent.

The language of the arbitration shall be English and the substantive law applicable to the proceedings shall be the law of countries where the shipments are originated and the B/Ls are issued.

貴社英文名

Mr.代表者名, Managing Director

Date:

海外代理店名 CO.,LTD.

Mr. 代表者名, General Manager

Date: