**THIS SERVICES AGREEMENT** is made on insert date

**BETWEEN**:

1. insert corporate namehaving its registered office at insert address (**"Customer"**); and
2. **DP WORLD LOGISTICS FZE** having its registered office at Jebel Ali Free Zone, PO Box 17000, Dubai, United Arab Emiratestrading as SeaRates **(“SeaRates”);**

(each a **“Party”** and together the **“Parties”**)

**Background**

Customer wishes to appoint SeaRates as the provider of the Services (as defined below), and SeaRates agrees to provide the Services, in accordance with the terms of this Agreement.

**Agreed Terms**

1. **SERVICES**
	1. SeaRates shall provide the ocean, land and/or air transportation services (incl. booking on request) described in Application (the “**Services”**) in accordance with this Agreement, and with all reasonable skill and care. As a part of above mentioned Service or independently of it the Customer gives instructions and trusts SeaRates and SeaRates undertakes to organize at expense of the Customer the transport, freight forwarding and logistical service (the **“Services”**), transportation of cargoes within, to or from the territories specified in the Application (including international routes) as well as rendering of other forwarding services to the Customer as may be agreed between the Parties.
2. “Application” is a document (such as a booking form or shipping instructions) which contains the name and amount of cargo, its properties, route of transportation (place of receipt, port of loading, port of unloading, place of cargo delivery), the planned date when shipper hand over the cargo and approximate period of delivery of cargo to consignee, the desirable type of transport means, the full and exact information about the shipper and consignee and other necessary information regarding organization of Service, are specified.
3. For the purposes of this Agreement, the Application is considered to be any written formalized or non-formalized (any free form, but containing all the necessary elements of the Application indicated in sub clause **a)** therein Clause) message and sent by the Customer via e-mail (both with a file attachment and with a text message only) or by another electronic messenger that allows SeaRates to unambiguously and without a doubt identify such a message as the real intention of the Customer or any person who is acting on behalf of Customer`s to move the cargo within one and/or between several countries.
4. An Application, as a rule, is given not less than one (1) weeks prior to readiness of cargo to transportation on desirable date of loading and/or dispatching.
5. Despite of on the above specified the SeaRates does not guarantee and is not responsible for violation of declared of actual carrier (on land, sea, air and railway) terms of departure or arrival of cargo, for absence, availability or facility of access on the market of any type of transport means, container and other specific equipment, and for adherence to the schedule of traffic of actual carriers.
6. “Rates sheet” means the rates sheet on Service (Freight and Charges) are determined and agreed by the Parties through the exchange of electronic letters, which have the force of the Application.
	1. “SeaRates Marks” means all present and future names, logos, trademarks, trade names, platform and service marks of SeaRates and of the DPW Group.

***Note and Disclaimer:*** Hereby declared that in process of performance of the Services, using of the SeaRates Marks in this Services Agreement whether a name of company, a trade name, an online booking platform and other freight forwarding service, etc. does not in any way imply, indicate and shall not be construed or interpreted by default as meaning that any other company that contains the word "searates" in its name is directly or indirectly authorized representative office, agency, etc of SEARATES FZE, whether the word "searates" is alone or as part of other words and form of writing (font, size, caps lock, etc.), whether other company is a member of the DPW Group or not, unless another clear and definite provided in appropriate writing agreement between SEARATES FZE and any other company.

Based on the foregoing SEARATES FZE does not bear any responsibility and does not accept any claims and suits, both for any tax liabilities and any other contractual or non-contractual liability to/from any government authority and body and/or other commercial or non-commercial company from any country for actions or inaction of any other company that contains the word "searates" in its name;

* 1. SeaRates shall use reasonable efforts to meet any agreed service levels or KPIs.
	2. Customer shall provide SeaRates in Applications with best possible and accurate visibility of cargoes, volumes, orders and other relevant information set out in Application (sub clauses a) and b) of clause 1.1). Customer shall not ship any dangerous or hazardous cargo without prior written agreement by SeaRates.
	3. All Services and other activities are subject to first of all the FIATA Model Rules for Freight Forwarding Services (referred as the FIATA Rules and that is priority), SeaRates’ user terms and STANDARD TRADING CONDITIONS for freight forwarding and logistics services (referred as “STC” and that is additionally to the FIATA Rules) available on <https://www.searates.com/tos/#dp_world> or “STC” copies available on request as may be updated from time to time by SeaRates. The FIATA Rules and the STC are the only terms and conditions upon which SeaRates is prepared to do business.
	4. When SeaRates provides carrier management and/or carrier booking services only, that is acting as agent only, and not responsible for the execution of services by any third party carrier, unless otherwise agreed in writing.
	5. Terms and conditions of liability of SeaRates for actions of the third parties (the actual carriers) engaged by SeaRates for cargo transported by sea, truck, railway and/or air is subject to the FIATA Rules and the STC.
1. **SCOPE**
	* 1. The Parties may propose to one another improvements or changes in the Services, to be discussed by the Parties’ in good faith.
		2. SeaRates shall only be required to perform any amended or additional Services if the Charges have been adjusted accordingly.
		3. This Agreement applies as between the Parties only, provided that:

(a) Any company in SeaRates’ Group, or their sub-customers, may provide any of the Services, and in doing so, shall be entitled to rely on the terms of this Agreement applicable to SeaRates; and

(b) If Customer desires that SeaRates or its Group provide Services to another company in Customer’s Group, then it must obtain SeaRates’ written agreement, including as to the applicable Charges for such other company, and Customer shall ensure that such other company complies with the terms of this Agreement applicable to Customer, including payment of Charges.

**“Group”** means any other company which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with a Party.

1. **PAyment AND Invoicing. Liquidated Damages AND indemnification**
	1. The charges for the Services (“**Charges**”) are as per individual quotations for the relevant Services issued and provided by SeaRates, and agreed with each Customer from case to case.
	2. All Charges are payable in accordance with invoice terms. Any credit is granted subject to the STC or separate terms.
	3. SeaRates or its Group may invoice Charges to Customer, or the relevant company in Customer’s Group, where agreed.
	4. Any third party costs incurred as a result of the Services are to be paid by Customer as per invoice. These are costs which are incurred by SeaRates with 3rd parties (e.g. terminals, customs authorities etc.) which are outside of SeaRates’s control and are paid incidentally to the services. Third party costs are not fixed.
	5. Unless otherwise specified in additional agreement to this Agreement, SeaRates has the option to increase the Charges from time to time during any Rates Period due to any unforeseen increase in the charges of its SeaRates, or due to adverse market conditions or any Event of Force Majeure. SeaRates shall use all reasonable endeavours to liaise with and give advance notice to Customer of any such increase or anticipated increase.
	6. Without dispute the Customer compensates all Charges, actually borne by SeaRates at execution and implementation of the Customer`s Application. SeaRates reserves the right to demand and impose fines and fees (Booking cancellation fee, Late payment fee in favour to shipping lines and other NVOCC, non-giving of the Goods to shipment, downtime of vehicles, etc.) according to tariffs from appropriate service providers and the Customer is obliged to reimburse all appropriate fines that have been imposed to SeaRates by engaged third parties (service providers).
	7. SeaRates and Customer agree that in the event Customer fails to comply with any of the terms or provisions of this Service agreement and other applicable T&C and Rules, SeaRates’s damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties’ inability to predict future interest banking rates, future fees and penalties from engaged a third parties - service providers, future trading freight volumes and other relevant factors. Accordingly, SeaRates and Customer agree that any fees, balance adjustments, default Interest or other charges assessed under this Service agreement are not penalties but instead are intended by the parties to be, and shall be deemed, agreed and liquidated damages. Under SeaRates’s and Customer’s expectations that any such liquidated damages will tack back to the Rate Sheet Date and/or Application and/or appropriate Invoice Due Date for purposes of determining the amount and initial period on the Service payment.

If Customer shall pay liquidated damages for breach of this Service agreement or violation of the T&C and other applicable Rules, SeaRates is entitled to request Customer to pay the agreed and liquidated damages.

In the event of delay in the due date payment according to Invoice Due Date for agreed Charges, Customer shall pay liquidated damages to SeaRates in the amount of 1% (one percent) of the total Invoice price per full week.

If in according with cl. 3.6 hereto, SeaRates will be imposed with Booking cancellation fee and/or Late payment fee, without prejudice to other rights of SeaRates provided by cl.3.6, Customer shall pay liquidated damages to SeaRates in the amount of 200 USD per container for each kind of fee separately if any.

The Parties agree that liquidated damages as described in this Agreement are a genuine estimate of SeaRates’s foreseeable damages and are SeaRates’s sole remedy for such delay. Delays caused by Force Majeure events (regarding to Section 8 therein) or by actions of SeaRates shall not constitute a delay resulting in the payment of liquidated damages.

* 1. Hereby Customer declares and guarantees that in case of abandonment / non-claim of the cargo by Customer, as well as by the consignee that will be indicated by Customer in Application / Order to shipment / Booking note and/or in appropriate shipping document (B/L, Sea Waybill, etc.) as consignee in the port or terminal of arrival/destination, Customer will unconditionally compensate and reimburse appropriate service provider (if claim has been brought from service provider directly) or SeaRates for all additional costs, charges and fines actually incurred by SeaRates to favor of the shipping line or other carriers, customs, port administration and any other engaged third party and state authorities, including in the case of bringing by the shipping line, as well as other above-mentioned engaged parties and state authorities, any claims and/or suits against SeaRates for compensation of all costs, charges and fines associated with the storage, seizure, sale off and/or any other disposal of abandoned / unclaimed cargoes, and made in accordance with local rules and any other relevant international convention that are applied.
	2. In case of breach cl. 3.8, Customer undertakes hold harmless SeaRates and to indemnify SeaRates any damage, and assume solely all and any liability, possible fines and compensation for expenses and damages that may be sued from any state authorities and other authorized bodies for violating by Customer any rules, legislation in the field of delivery, transshipping, storage, utilization and customs procedures under transportation of cargoes.
	3. Customer shall indemnify and hold harmless SeaRates and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and other customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorney fees and costs) which arise out of, relate to, or result from any act or omission of Customer concerning the subject matter of this Service agreement.
	4. DISCLAIMER:

Hereby SeaRates as a freight forwarder and provider the ocean, land and/or air transportation booking services declares and confirms that Base Freight Rates (BAS), storage rates and any fines, as well as any surcharges, fee and charges thereon, are produced and quoted by the respective origin service providers, such as: shipping lines, other sea carriers incl. NVOCC, stevedoring and terminal companies, port administrations and/or local authorities, etc.

Based on this, SeaRates does not bear any responsibility for the addition by service providers any surcharges, fees and charges to BAS, other services and penalties to any other fees and surcharges, changes in the rates of any fees, surcharges, cost of storage and fines, including Base Rate, initiated by providers of appropriate services, and SeaRates will not be liable for absorbing such costs and all of above mentioned is for Customer`s account, namely, but not exclusively: BAF (Bunker Adjustment Factor), CAF (Currency Adjustment Factor), Congestion Surcharge, CUC (Chassis Using Charge), DDF (Documentation Fee - Destination), Demurrage (Demurrage), Detention (Detention), DOCS (documentation), DocsFee, EBS (Emergency Bunker Surcharge), DTHC (from Destination Terminal Handling Charge), GRI (General Rate Surcharge), GAC (Gulf of Aden Surcharge) , HWS (Heavy-Weight Surcharge, similar to OWS - Over-Weight Surcharge), Heavy Lift Charge, IMO Surcharge, ISPS (The International Ship and Port Facility Security Code fee), ODF (Documentation Fee - Origin), PCS (Panama Channel Surcharge), PSS (Peak Season Surcharge), PSE (Port Security Charge - Export), PCS (Port Congestion Surcharge), SEC (security charges), Storage, SCS (Suez Channel Surcharge), WarRisk and War Risk Surcharge, Wharfage, WSC (Winter Surcharge), D&D, reefer plugin, liftgate fee, etc.

In case the service providers (third parties) impose and submit for payment the above fees and charges (with the provision of supporting documents), the Customer is indisputably obliged to pay them at the first request of SeaRates within 3 (three) working days. In case of non-payment or late payment of the above fees and charges, SeaRates reserves the right to suspend the provision of services or refuse at all without compensating for any losses to the Customer, as well as to demand the payment of appropriate fines that may be applied to SeaRates by service providers for non-payment of the above fees and charges.

* 1. All payments to SeaRates shall be made to the account that indicated below, or such other account as SeaRates may nominate from time to time.
1. **TERM**

4.1 This Agreement takes effect from the date of this Agreement, or the date the Services commenced if earlier (the “**Effective Date**”), and shall continue in force for an initial period of 1 year (“**Initial Period**”). Unless terminated, the Agreement shall automatically renew for one-year periods, on the expiry of the Initial Period or subsequent one-year period.

4.2 This Agreement may be terminated by either Party:

* + 1. on at least 3 (three) months’ notice by either Party to the other;
		2. immediately upon material breach by either Party of this Agreement which has not been remedied within 30 days of written notice by the other Party, or is not capable of being remedied; or
		3. immediately by either Party if the other Party enters into any form of insolvency or bankruptcy, or is subject to change in control or ownership (other than for the purpose of a solvent internal reorganisation).
1. **IT**
	1. The Parties may implement EDI or other integration between their IT systems as agreed. The parties may implement EDI or other integration between their IT systems. The parties shall agree to applicable terms for any IT integration, and will, in good faith, also agree upon fair remuneration for these associated IT development costs. If not agreed otherwise, each party shall bear its own costs.
	2. SeaRates may allow Customer access to its booking, supply chain visibility or other visibility systems. SeaRates will make reasonable efforts to maintain such systems and information accurate and up to date. Unless otherwise agreed, SeaRates is not responsible for data received or provided by any third party.
	3. Customer’s access to such systems is subject to SeaRates’ STC, available from SeaRates or published on the relevant system.

**6 INSURANCE AND CLAIMS**

6.1 Customer is responsible for insuring the full replacement value of any products which are handled or managed by SeaRates (“**Goods**”).

6.2 In the event of any claim for loss or damage to Goods, the Parties shall follow the claim conditions and observe the timelines included in Terms and Conditions of appropriate insurance company, the FIATA Rules and/or STC. Such provisions shall prevail (in respect of claims against SeaRates) over the timelines indicated in Clause 10 of this Agreement.

6.3 The terms and conditions of SeaRates` liability is subject to the FIATA Rules and the STC.

1. **Confidentiality and ownership**

7.1 Each Party shall keep confidential all documents, records, correspondence and transactions in any form concerning the operation or business of the other Party (“Confidential Information”). Neither Party may disclose the other Party’s Confidential Information, unless:

* + 1. such matter is at that time in the public domain; or
		2. if a Party is compelled by any governmental or judicial authority to disclose any such information;
		3. SeaRates or its Group is required to disclose such information in order to provide the Services.
	1. Each Party may disclose Confidential Information to the other companies in its Group, and for its Group’s internal business purposes.
	2. Each Party acknowledges the other Party’s and its Group’s ownership in their respective marks, names, data, systems and processes. Neither Party acquires any rights of the other, provided, however, that SeaRates may use Customer’s marks, names, data and processes as necessary to provide the Services.
	3. This Clause shall remain in full force and effect notwithstanding the termination of this Agreement, and replaces any confidentiality agreement signed between the Parties prior to the Effective Date.
1. **FORCE MAJEURE**
	1. Neither Party is liable to the extent that it is unable to perform any of its obligations by war, terrorism, flood, fire, storm, strike, embargo, or other cause beyond the reasonable control of such Party, such as force majeure circumstances (Force Majeure) specified in ICC Force-majeure clause 2003 and ICC hardship clause 2003 (ICC Publication No.650), also including changes in legislation, any restrictions, orders, prohibitions, other actions of public authorities or management and their structural units that are prohibitive in nature; as well as other unforeseen circumstances beyond the control of the Parties, which cannot be overcome by reasonable methods, which directly affected the possibility of implementation of this Contract. This does not affect the liability of either Party to pay any amounts due under this Agreement unless such payment is unavailable because of Force-majeure self.
	2. The Party affected by Force Majeure shall notify the other Party without undue delay and latest within 2 working Days following the commencement of the Force Majeure event setting out the nature and extent of the Force Majeure, and shall similarly notify the other Party within 2 working Days following the end of the Force Majeure circumstances.
	3. The affected Party is not required to perform any of its obligations which are prevented or seriously delayed by the event of Force Majeure for as long as such event continue and unable the affected Party, using all reasonable efforts, to recommence its affected performance.
2. **GENERAL TERMS**
	1. Neither Party shall be liable for any delay, loss of revenue, loss of profits or any punitive, special, consequential or indirect loss.
	2. Unless the Parties expressly and unequivocally exclude or change the application of the provisions of the main body of this Agreement, then in the event of inconsistency between the provisions of the main body of this Agreement, and (a) any of the Appendixes, Schedules etc. to this Agreement or (b) the FIATA Rules, STC and any other terms or conditions referred to, then the main body of this Agreement shall prevail.
	3. Any additions or modifications to this Agreement are only binding if made in writing and signed on behalf of both Parties.
	4. The Parties agree that this Agreement can be executed and exchanged by means of a fax and/or electronic communication (equally to all Appendixes, Specifications, Additions, Invoices, etc.).
	5. The Parties confirm that this Agreement can be signed electronically and ink signatures or seals are not required.
	6. The Parties confirm that this Contract expressed in a scanned document type arranged by means of a fax and/or electronic communication is valid for providing to banks, tax and customs authorities, and other bodies that need it, for the purpose of fulfilment by the Parties of the obligations under it, and is valid as the original.
	7. Any notices given by either Party under this Agreement shall be addressed to the individuals who sign this Agreement, or other individuals agreed in writing by the Parties.
	8. This Agreement contains the entire understanding between the Parties.
3. **Governing Law AND Dispute Resolution**
	1. Without prejudice to the provisions of cl. 1.5 therein this Agreement is subject to English Law.
	2. The Parties shall attempt, in an amicable manner, to settle any dispute which may arise under this Agreement.
	3. Any out-of-court claim shall be presented within one month from the moment of reason that caused the dispute has arisen.
	4. The Party that receives such claim shall respond on the point within one month from the moment of claim’s receipt. In case no settlement can be reached through the exchange of claims and negotiations, the case shall be settled by arbitration in London in accordance with the London Maritime Arbitrators Association (LMAA) Terms then in force in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause and by one arbitrator appointed in accordance with the said Rules. The timelines in clause 10.3 and this clause 10.4 do not apply to claims for loss, damage or delay in respect of Goods, which are subject to the timelines and notification requirement set out in the FIATA Rules and the STC.
	5. Language of the arbitration proceedings shall be English.
	6. The seat of the arbitration shall be London, England, even where the hearing takes place outside England.
	7. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
	8. In cases where neither the claim nor any counterclaim exceeds the sum of US$100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
	9. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of US$400,000 (or such other sum as the parties may agree) the parties may further agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced.
	10. Notwithstanding the above provisions, SeaRates reserves the right to bring a claim against the Customer in any court of the place where the Customer has its registered office or place of business.
	11. Cases concerning the recovery of pending by the Customer amounts of Freight and Fees in favour of SeaRates, at SeaRates' discretion may be referred for arbitration, consideration, final decision and recovery with the participation of the Freight Recovery & Arbitration Chamber (FR&AC), located at Corso di Porta Vittoria n. 28, 20122 Milan, Italy.
4. **Compliance with Laws, Rules and Legal Regulations**
5. Combating Slavery and Human Trafficking

Customer will comply with all applicable laws, rules and legal regulations prohibiting slavery and human trafficking in its own business as well as in its supply chain.

1. Compliance with Antitrust Laws

Customer will strictly comply with all applicable antitrust laws, trade practice laws and any other competition laws, rules and regulations dealing for example with monopolies, unfair competition and restraints of trade, and relationships with competitors and customers. Customer will not enter into agreements with competitors or engage in other acts that may unfairly impact competition, including, but not limited to, price fixing or market allocations.

1. Combating Corruption

SeaRates does not tolerate any form of corruption. Thus, Customer will comply with applicable laws and regulations concerning bribery and anti-corruption, including those concerning foreign corrupt practices. Customer will neither engage in nor tolerate any form of corruption, bribery, theft, embezzlement, or extortion or the use of illegal payments, including without limitation, any payment or other benefit conferred on any individual, company or government official, for the purpose of influencing the decision-making process in violation of applicable laws. Specifically, Customer must not offer illegal benefits or illegal favors such as bribe payments, kick-backs, or other illegal benefits including inappropriate gifts and undue hospitality towards SeaRates employees for the exchange of business opportunities.

This policy applies to all forms of bribery, whether to or from public or private people or entities. Anyone affiliated with Customer must strictly follow all applicable laws, including any applicable anti-corruption laws. These may include the U.S. Foreign Corrupt Practices Act and/or the U.K. Bribery Act.

1. Export and Import Regulations

Customer will comply with all applicable import and export control laws, including without limitation, sanctions, embargoes and other laws, regulations, government orders and policies controlling the transmission or shipment of goods, technology and payments.

1. Prevention of Money Laundering

Customer shall perform their duties in strict compliance with all applicable laws, rules, regulations, decrees and/or official government orders and not to participate in any money laundering activity and shall not in any way cause other party to breach or risk breaching any applicable law, rule, regulation, decree and/or official government order, including in relation to anti-bribery, export control, international sanctions (including but not limited to those of the European Union, any EU member state, the United States of America or the United Nations, Switzerland, UK, UAE and countries of Greater Caspian Region) and anti-money laundering laws and regulations.

1. **BANK DETAILS OF PARTIES AND SIGNUTURES AGREED:**

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| DP WORLD LOGISTICS FZE 5th Floor JAFZA 17, JEBEL ALI FREE ZONE, Dubai UAE 17000 Account Name: DP World Logistics FZE Bank Name: HSBC Bank Bank address: HSBC Bank Middle East Limited, PO Box 66, U.A.E IBAN: AE170200000037112364100 Swift Code: BBMEAEAD TRN: 100457642500003 *Note:* if the payer's country is not connected to the IBAN system, please, use Account Number: 037-112364-100 |   |
| For SeaRates: \_\_\_\_\_\_\_\_ *Signature and corporate seal/stamp* Name: Mohamed Absar Title: Director Date: insert date | For Customer: \_\_\_\_\_\_\_\_\_ *Signature and corporate seal/stamp*Name: insert name of authority person Title: insert title or position of authority personDate: insert date  |