

**AGREEMENT**

AGREEMENT, dated as of \_\_\_\_\_, celebrated by and between CROWLEY LATIN AMERICA SERVICES, LLC, Cayman Islands limited liability company, addressed from hereon as the CARRIER, and \_\_\_\_\_ an organized corporation under the law of \_\_\_\_\_, addressed from hereon as the CLIENT.

The CARRIER through this agreement, empowers the CLIENT to perform in accordance with the terms and conditions on this document, the printing of ocean Bills of Lading and the related so activities, that may take place at El Salvador, in each opportunity in which the CLIENT requests the CARRIER transportation of goods. The CLIENT, on his behalf accepts to faithfully perform his empowerment given by the CARRIER. This agreement is subject to the following terms and conditions:

1. The CARRIER shall electronically provide CLIENT with Bill of Lading details, to be printed. CLIENT shall print Bill of Lading exactly as provided by CARRIER with no changes of deletions. The Bill of lading will have to be printed on forms provided by CARRIER, that will contain standard terms and conditions. The CLIENT enforces himself to use such forms only for the explained purpose. The CLIENT will only be able to sign, release and/or use the bill of lading, with other purposes only previous to authorization of carrier. CLIENT shall not print or use this information, in some other way, not being the specifically authorized in this clause. Failure to compliance on behalf the CLIENT with the appointed terms of this paragraph will cause immediate termination of this agreement; with responsibility of no kind to CARRIER.
2. CARRIER shall not compensate CLIENT in any nature, as result of this agreement. Also stipulation here contained, or resulting of the application of this agreement, will not affect in any manner the right of the CARRIER agent or representative, to receive commission on ocean freights, that are empowered to receive from carrier, in accordance with the laws and regulations in connection with forwarding services rendered by agent or representative.
3. CLIENT will defend, indemnify and hold CARRIER harmless against all liability, costs and expenses (including) reasonable attorney and expert fees) of every nature due to mistakes or other unauthorized issuance of bills of lading or violation of CARRIERS instructions, and any related cause to the uncompliance of this agreement on behalf the CLIENT.
4. This agreement is non-exclusive and it is agreed that CARRIER and CLIENT may enter into similar agreements with other parties.
5. This agreement is to continue in full force and effect until cancelled by written notice given by either party. All materials, record of issues, receipts or other related documents associated with this agreement shall be returned to CARRIER by CLIENT, immediately upon cancellation.
6. It is, and shall continue to be, the policy of both CARRIER and AGENT to be prohibited of any participation in the payment, solicitation, or receipt of any rebate, directly or indirectly, which is unlawful under the provisions of the Shipping Act of 1984 as modified by The Ocean Shipping Act of 1984 as modified by the Ocean Shipping Reform Act of 1998.
7. Any differences or discrepancy, that may come out between the parties, regarding interpretation or execution of this agreement, that could not be solved on friendly terms, shall be submitted to a final decision to an arbitration jury. The jury shall incorporate, function and prepare a solution based on the International Chamber of Commerce arbitrary terms. Its location will be in the city of \_\_\_\_\_, State of Florida, United States of America.

CARRIER:  
CROWLEY LATIN AMERICA SERVICES, LLC

By: \_\_\_\_\_  
Authorized Agent

AGENT:  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_