**FREIGHT SERVICES AGREEMENT No \_\_\_**

**VIKOSTA LOGISTICS CLUB, Inc**   **& \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

This Freight Services Agreement (“Agreement”) is executed on latest signed date \_\_\_\_\_\_\_\_\_\_ (“Execution Date”)

Between

**VIKOSTA LOGISCITS CLUB, Inc.,** a Company incorporated under the accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111) and having its office at: 1712 Pioneer Ave Ste115, Cheyenne, WY 82001, USA, (Hereinafter referred to as “VIKOSTA”), which expression shall be deemed to include its successors, executors, administrators and assigns being of the One Part

And

**\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_,** a Company incorporated under the Laws of \_\_\_\_\_\_\_\_ and having its office at: \_\_\_\_\_\_\_\_\_\_\_\_\_, (Hereinafter referred to as “\_\_\_\_\_\_\_”), which expression shall be deemed to include its successors, executors, administrators and assigns being of the One Part

**VIKOSTA** and **\_\_\_\_\_** may also be referred to individually as “Party” and jointly as the “Parties.”

**VIKOSTA is** a **freight forwarder**, which is defined as under:

“A freight forwarder or forwarding agent, also known as a non-vessel operating common carrier (NVOCC) & Freight Broker, is a person or company that handles the shipments as a broker / trader of service where Forwarders are hiring services from Shipping Lines / Air Lines on behalf of \_\_\_\_\_ and executes export shipment like Cargo pick up from the mentioned by \_\_\_\_\_\_ Factory till arrival at Destination Port/Airport. Forwarders are providing only services where they are not owning any own equipment’s (i.e Containers / Vessels / Bill of Lading / Air Waybills etc.) “

WHEREAS,

1. \_\_\_\_\_\_ is a Trading (or Logistics) Company and engaged in the business of trading (freight forwarding)
2. **VIKOSTA** is engaged in the business of and has the necessary expertise and know-how in providing logistics / warehousing, freight forwarding, Customs brokerage and supply chain solutions services. **VIKOSTA** is desirous of providing the forwarding and transportation services to **\_\_\_\_\_\_\_\_.**
3. Based on the representations made by **VIKOSTA, \_\_\_\_\_** is desirous of availing the services of **VIKOSTA** for forwarding and transportation of its goods in various parts of the world, as per its requirements from time to time and both the parties are interested to enter into mutual business relationship whereby **VIKOSTA** will forward and transport the **\_\_\_\_\_** products (Hereinafter referred to as the “Products/Goods”) in various part of the world, as decided by **\_\_\_\_\_\_** from time to time.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

The above preamble shall form an integral part of this agreement.

* 1. **Due Diligences**:

2.1. Each party confirms that the other party has all necessary legal and statutory approvals to conduct its business. **VIKOSTA** and **\_\_\_\_\_** confirm that the promises made by it in terms of Manpower, Infrastructure and all other aspects are correct and true.

2.2.Both parties confirm that the other party has “upfront” given all “information” required to evaluate and come to the correct decision so far as this Agreement is concerned and also confirm that they have understood each other’s requirements and the actual need.

2.3. The Signatories to this agreement from both parties are authorized to sign on behalf of the respective parties and confirm that their authorization will not be questioned at any point of time.

1. **Subject of the Agreement:**

3.1**. VIKOSTA** hereby agrees to provide services to **\_\_\_\_\_\_** to transport and forward it in the various part of the World or at any other specified place, as decided by \_\_\_\_ from time to time**.**

3.2.Based on the representations made by **VIKOSTA,** \_\_\_\_\_hereby agrees to appoint **VIKOSTA** as its Forwarding Agent to transport and forward the \_\_\_\_products in the various parts of the world or at any other specified place, as decided by \_\_\_\_\_ from time to time.

1. **Term**.

This Agreement shall be valid up for a period of **12 months** from the latest Signed date of this Agreement. The Agreement shall automatically terminate after the expiry said period unless renewed the terms agreed by both the parties in writing. If the transactions continue after validity period, the same shall be on adios basis and not as a continuance of the agreement.

1. **VIKOSTA Role, Responsibility and Scope of Work:**
2. To arrange the container from the Shipping Line
3. To arrange the Transportation on round trip basis
4. To successfully and to satisfaction of **\_\_\_\_\_** carry out all the custom clearance activities.
5. To release Bill of Lading and or Airways Bills and or Shipping Bills and or Proof of Exports from Shipping Line or Air Line and or any other Clearing House Agent document.
6. To carry our Freight negotiations on behalf of **\_\_\_\_\_**.
7. To make the necessary and required payment to Shipping Line and or Airlines and or Clearing House Agent and or any Transporter or any government Agency on behalf of **\_\_\_\_**.
8. Any other task or work assigned to **VIKOSTA** as per mutual agreement with \_\_\_\_\_ .
9. **VIKOSTA** will ensure successful compliance of the Carriage Agent of Airway and/or Shipping Clause as mentioned in Annexure “A” failing which both Carrying and forwarding Agent will be held jointly liable for any loss or damage of any kind or manner of whatsoever in nature.
10. **Termination**.

6.1 Whatsoever mentioned elsewhere in the Agreement, **\_\_\_\_** has right to terminate this agreement by giving 30 days’ notice at any time. However, **VIKOSTA** is not authorized to terminate the agreement with or without notice to \_\_\_\_unless a valid reason is provided and approved in writing by \_\_\_\_\_**.**

6.2 Either party may terminate this Agreement: (i) immediately upon delivery of written notice of termination if any of the following occur: (ii) the institution by either party of insolvency, receivership, or bankruptcy proceedings; (iii) an assignment by either party for the benefit of creditors; or (iiii) the dissolution of either party.

6.3 Termination of this Agreement shall not affect any rights or obligations of the parties that accrued prior to the effective date of termination.

7. **Obligations of VIKOSTA.**

7.1 **VIKOSTA** shall provide to \_\_\_\_\_ global logistics services as agreed (“Services”) and all Services undertaken by **VIKOSTA** are provided under the applicable contract of carriage including the Air Waybill, Ocean Bill of Lading, Sea Waybill, Forwarder’s Cargo Receipt, Contract of Carriage, and Customs and/or Export Power of Attorney and any other document issued in connection with the services (“**\_\_\_** Documents”) and the terms of which are incorporated herein.

7.2 It is agreed by **VIKOSTA**, that it will provide the logistics services in any part of the World, as per the written direction given by \_\_\_ from time to time through any mode of transportation. **VIKOSTA, being will provide a list of banned countries where they cannot have any business relations. This list shall be provided on demand by VIKOSTA.**

7.3 **VIKOSTA** shall not assign this contract/ or any obligation there under to anyone without prior written consent of authorized representative of **\_\_\_\_**.

7.4 **VIKOSTA** shall not create any charges, lien, encumbrances, or pledge etc. upon the raw material, packing material or any finished products, etc., at any point of time lying in **VIKOSTA**’s warehouse for use in any manner whatsoever.

7.5 **VIKOSTA** shall have the necessary licenses and registration necessary for providing services as transporter. It shall also renew such licenses from time to time at its own cost. In case of any violation of these requirements by \_\_\_**. VIKOSTA,** shall be solely responsible for any charges, penalty, damages, or any other expenditure of any kind whatsoever imposed by the concerned authorities and \_\_\_\_shall in no way be liable for this.

7.6 **VIKOSTA** shall verify that the necessary and relevant papers, documents are handed over to the in charge of truck/vehicle at the time of loading of the goods from factory / godown / the depot of\_\_\_. **VIKOSTA** representative shall also ensure that bare minimum documents such as invoice, delivery challans, road permit of respective states wherever applicable, excise invoice if applicable are handed over to him in order to avoid any stoppage of vehicle during transit by various statutory authorities.

7.7It is agreed by **VIKOSTA** that shall be responsible to unload the Goods at the right destination (be it Port, Shipment, Airlift) and if due to any reason the goods are not reaching to the right destination, then all Loss & Damages are restricted only to the extent of contract of carriage (i.e. HBL/HAWB) as per below mentioned indemnification Clause no. 10.

7.8 **VIKOSTA** shall be responsible to maintain the requested temperature in container, once the goods reach to the loading port, if there is any dispute/variation found in temperature maintenance, \_\_\_ Limitation of liability is driven by contract of carriage which is mentioned below in clause no. 10

7.9 At the end of clearance of every consignment, **VIKOSTA** shall return the complete file all papers submitted by \_\_\_ back to it within 10 days of the physical clearance of the Products.

7.10 **VIKOSTA** agrees and confirms that it will not hold any documents, bills, papers, writing and any other related papers, which are required for \_\_\_\_

1. **Pricing**.

The parties have agreed upon pricing for the Services provided under this Agreement. Pricing shall be maintained by **VIKOSTA** and made available to Customer promptly upon request.

8**. Terms of Payment**.

8.1**. VIKOSTA** shall be responsible for preparation of complete and accurate invoices, which \_\_\_\_ agrees to and shall pay in the ordinary course of business.

8.2**.\_\_\_\_\_** will make the payment against the bill raised by **VIKOSTA** within 10 days (Ten ) days of submission of bill by **VIKOSTA** This bill shall be supported by copy of original L/R and any other charges that may have been paid by the transporter on behalf of **\_\_\_**. **\_\_\_\_** will make the payment only after receipt of the original documents subject to deduction of tax at source at the rates applicable from time to time.

9. **Confidentiality**.

9.1.**VIKOSTA** agrees and acknowledge that certain proprietary and confidential information constituting valuable trade secrets to the owners of such information (“Confidential Information”) will be shared by \_\_\_ in both verbal and written (or other tangible) form during the execution of **VIKOSTA**’s obligations under this Agreement. Confidential Information does not include: (a) information disclosed pursuant to this Agreement that is also known to, acquired subsequently by, or otherwise available to receiving party through other lawful means; (b) information disclosed carrying out the Services of this Agreement that becomes publicly known through no wrongful act by **VIKOSTA** or (c) information disclosed carrying out the Services of this Agreement but which is later exempted in writing by the disclosing party. The parties agree that all Confidential Information will be used only in connection with the performance of this Agreement and that **VIKOSTA** shall not use any of the Confidential Information to compete or to assist in competing with the other party in any manner. Upon the expiration or termination of this Agreement for any reason, **VIKOSTA** will immediately return all Confidential Information in any written or other tangible form without retaining copies thereof. VIKOSTA agree that the restrictions of this section shall be in force for the length of the Agreement and shall remain in effect for three (3) years following the expiration or termination of this Agreement.

9.2. **VIKOSTA** shall maintain full secrecy of the Products and all correspondences related to the Products. Documents for information that **VIKOSTA** may have access to, whether directly or indirectly, confidential, it shall also not at any time during the continuation of this Agreement of thereafter use, mis-use, duplicate, disclose, divulge or part with directly or indirectly in writing or verbally any information, data, documents, papers, pertaining to \_\_\_\_ and its operations, At the end of clearance of every consignment, **VIKOSTA** shall return the complete file all papers submitted by \_\_\_ back to it within 10 days of the physical clearance of the Products.

10. **Liability and Indemnification**.

10.1.**VIKOSTA’s** liability is restricted to the contract of carriage and therefore \_\_\_ shall ensure successful compliance of all the clauses as per Carriage of Contract of Airway and Port-Shipping clauses attached herewith as Annexure “A” from the Carriage Agent, failing which both the Carrying and Forwarding Agent shall be jointly liable for any loss or damage of any sort or kind to the transported goods of **\_\_\_ "**  to the desired destination by and on behalf of **\_\_\_"** carried out by the Carrying and Forwarding Agent. Further any loss or damage occurred due to gross negligence, willful default and misconduct by or on behalf of \_\_\_\_ it shall be solely responsible and liable to **\_\_\_\_** for actual Loss and damage to transported goods and goodwill and reputation of **\_\_\_**  at any point in time during the existence of this Agreement.

10.2. It is cleared that all the clearing and forwarding charges are all inclusive. Demurrage and Detention charges are over and above other charges. It further specify that **VIKOSTA** is required to clear the consignment within the maximum demurrage free time and if there is any delay in clearance of the consignment due to gross negligence and fault on its part, not caused by any FORCE MAJEURE events then demurrage / detention charges shall be to the account of **VIKOSTA**

10.3. At the time of taking delivery of the consignment, **VIKOSTA** agrees and shall arrange for holding all custom survey and shall also obtain damage certificate from custom authorities. If the products are received in damage condition, then this requirement is a must for the purpose of obtaining full claim from the insurance company of **\_\_\_**, in case of damages.

10.4. **VIKOSTA** will provide Trucks/vehicles as and when required by **\_\_\_** at its factory/ go down to transport and forward the goods as soon as possible.

11. **Notices**.

Unless otherwise specifically provided, all notices under this Agreement shall be in writing, sent by reputable overnight courier service, certified mail return receipt requested, or facsimile transmission, and addressed to the other party at its address and/or facsimile number shown below:

|  |  |
| --- | --- |
| **VIKOSTA:** VIKOSTA LOGISTICS CLUB, Inc.1712 Pioneer Ave Ste115, Cheyenne, WY 82001, USA | **\_\_\_\_****\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. **Agreement Acceptance**.

The parties hereto have caused this Agreement to be executed by their duly authorized officers

IN WITNESS WHEREOF, both the parties have read, understood, and thereafter duly executed this Agreement through their duly authorized representatives as of the date first above set forth.

 **VIKOSTA LOGISTICS CLUB, Inc. \_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

 \_\_\_

 *(Signature)* *(Signature)*

By: Mr.Valeri Grabovetski By: Mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Print Name)* *(Print Name)*

Its: Managing Director Its: Managing Director \_\_\_\_

 *(Title)*  *(Title)*

*Date: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_*