

01 July 2024

This service agreement (the "Agreement") is dated this \_\_\_ day of \_\_\_ 2024.

**Client**

x

**Company**

x

## Background

- A. The Client agrees the Company has the necessary qualifications, experience and abilities to provide professional customs clearance and freight forwarding services to the Client.
- B. The Company agrees to providing such professional services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the Client and the Company (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## Services Provided

1. The Client hereby agrees to engage the Company to provide the Client with the following profession services (the "Services"):
  - a) Customs clearance.
  - b) Freight forwarding.
2. The Services will also include any other consulting tasks which the Parties may agree on.
3. The Company hereby agrees to provide the Services to a high standard of professional skill, care and diligence.
4. The Company will provide the Services personally and will not assign or delegate any part of the services to another party without written authority from the Client.

## Term of Agreement

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
6. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
7. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
8. This Agreement may be terminated at any time by mutual agreement by the Parties.



9. Except as otherwise provided in this Agreement, the obligations of the Company will end upon the termination of this Agreement.
10. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Payment and expenses**

11. The Company will charge the Client for Services as provided in the quotation (the "Payment"):
12. The pricing set out in the quotation is subject to review on an annual basis. The purpose of the review is to ensure that pricing reflects any changes in the market and the scope of services provided. The Parties will negotiate in good faith to agree on any adjustments to the pricing. Any adjustments will be reflected in a written amendment to this Agreement.
13. Invoices submitted by the Company to the Client are due within 7 days of receipt.
14. In the event that this Agreement is terminated by the Client prior to completion of Services but where Services have been partially performed, the Company will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Company.
15. The Company will be reimbursed for reasonable and necessary expenses incurred by the Company in connection with providing the Services.
16. Pre-approval for expenses incurred in connection with providing the Services is not required for expenses less than \$1,000.
17. Payment will be made by electronic transfer to a bank account nominated by the Company.

### **Confidentiality**

18. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is generally not known and where the release of the Confidential Information could reasonably be expected to cause harm to the Client.
19. The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Company has obtained, except as authorised by the Client or as required by law. The obligation of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
20. All written and oral information and material disclosed or provided by the Client to the Company under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Company.

### **Ownership of intellectual property**

21. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Company. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
22. All licensing and distribution rights of the Intellectual Property remain with the Company.



### **Return of property**

23. Upon the expiry or termination of this Agreement, the Company will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **Nature of relationship**

24. In providing Services under this Agreement, it is expressly agreed that the Company is acting as an independent contractor and not as an employee. The Company and Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Autonomy**

25. Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the Agreement. The Company will work autonomously and not at the direction of the Client. However, the Company will be responsive to the reasonable needs and concerns of the Client.

### **No exclusivity**

26. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the term, to engage or contract with third parties for the provision of services similar to the Services.

### **Notice**

27. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a) Client
  
  - b) Company

### **Indemnification**

28. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Force Majeure**

29. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such Party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.



**Modification**

30. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

**Entire agreement**

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Governing Law**

32. This Agreement will be governed and construed in accordance with the laws of the State of Victoria.

**Severability**

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

34. The waiver by either Party of a breach, delay, omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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**Signed**

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**Name**

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**Position**

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**Date**

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**Signed**

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**Name**

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**Position**

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**Date**

