Terms & Conditions of Service

PROPOSED AGREEMENT / COMPLETE THE ENGAGEMENT SCHEDULE ON PAGE 3

Draft for company and legal review. This is an original AGILE agreement template. It is not effective merely because it is downloaded. Confirm the broker's registered identity, settle the engagement details on page 3, and obtain appropriate legal review before signature or client use.

01 Engagement and authority

The legal brokerage entity identified on page 3 ("AGILE") and the customer identified there ("Client") will use these terms for the services expressly accepted in their written engagement. A quotation or inquiry alone does not authorize a filing. AGILE must receive and accept the required power of attorney and instructions before acting. These terms do not expand a power of attorney or transfer the Client's statutory duties.

02 Services and instructions

The engagement may cover customs entries, security filings, agency coordination, classification and valuation support, bonds, or agreed post-entry work. Each service, shipment and delivery milestone should be identified in writing. Export filing, rulings, protests, drawback and continuing monitoring require specific acceptance. No carrier, warehouse, ocean intermediary or insurance role is created by this agreement alone.

03 Information needed to perform the work

The Client will provide timely, complete and accurate shipment and party information, supporting invoices, product descriptions, origin and value evidence, and applicable permits. Disclose related-party transactions, assists, royalties, special duty exposure, hazardous materials and other facts relevant to the engagement. AGILE may request clarification and will not knowingly submit false information. The parties will promptly correct identified errors.

04 Operational coordination

The parties will identify authorized contacts and agree how instructions and changes are confirmed. The Client will promptly review copies of filings and notify AGILE of discrepancies. Agency decisions, examinations and carrier operations may affect release and delivery. AGILE will communicate material developments known to it within the accepted assignment; no release date, duty outcome or government approval is guaranteed.

Working terms.

READ TOGETHER WITH THE ENGAGEMENT SCHEDULE AND AUTHORIZATION

05 **Fees, funds and disbursements**

The accepted fee schedule will separate brokerage charges from government amounts and third-party expenses where applicable. Duty estimates may change with the facts or agency assessment. The Client will provide funds by the agreed deadline; AGILE need not extend credit without written agreement. Any credit period, late charge or collection-cost arrangement must be separately agreed and lawful. Payments to AGILE do not eliminate the importer's liability to CBP if customs charges remain unpaid. The applicable importer-payment notice accompanies the power of attorney.

06 **Records and confidential information**

Each party will retain the records required of it by law. AGILE's file does not replace the Client's own recordkeeping obligations. Copies and access arrangements should be agreed in writing. The parties will use confidential information for the engagement, legal compliance and authorized support, restrict access appropriately, and use a verified secure channel for identifiers and signed documents. Legally required disclosures and retention remain permitted.

07 **Third parties and cargo protection**

When authorized to arrange third-party services, AGILE will identify its role and use reasonable care in selection and instruction. The provider's applicable contract governs its own service; its inclusion does not waive any independent duty of AGILE. Brokerage fees do not purchase cargo insurance. Insurance placement or increased declared-value arrangements require a separate written request and confirmation of available cover, cost and effective dates.

08 **Responsibility and claims**

Each party remains responsible for its own breach and conduct under applicable law. Neither party guarantees a third party's performance or a government decision. Notify the other party promptly of a concern, preserve supporting records and take reasonable steps to reduce loss. This draft sets no automatic dollar liability cap, shortened claim period, blanket indemnity, lien or right of sale. Any such allocation must be expressly negotiated, legally reviewed and recorded in a signed rider; mandatory legal rights remain unaffected.

09 **Changes, interruption and termination**

Changes to scope or commercial terms require written agreement. Notify the other party promptly when events outside reasonable control affect performance and agree practical mitigation. Either party may end future services by written notice, subject to accepted work and applicable duties. The parties will coordinate open filings, funds and documents; termination does not erase accrued obligations. Ending services does not itself complete a POA revocation or a required government notification.

10 **Agreement and dispute handling**

Use the contacts on page 3 to discuss a dispute promptly; discussion does not suspend a legal deadline. Counsel should settle the governing-law and forum provisions before execution. Mandatory federal customs and other applicable law controls where it cannot be varied by contract. A signed engagement-specific rider takes priority over these general terms to the extent lawful. An invalid provision does not by itself invalidate the remaining lawful provisions.

Confirm the engagement.

DRAFT / COMPLETE ALL APPLICABLE DETAILS BEFORE EXECUTION

AGILE - full registered legal entity name

Broker business address and formal notice contact

Client - full legal name

Client address and formal notice contact

Agreed effective date

Scope / quotation / fee-schedule reference

Agreed payment timing / credit arrangement, if any

Governing law (to be settled with counsel)

Agreed forum (to be settled with counsel)

Signed riders or special arrangements (write "None" if none)

After legal review and completion, the authorized signers below may accept this three-page agreement and its identified attachments. Blank commercial fields do not create an agreed limitation, rate or jurisdiction. Keep the complete signed agreement with the engagement records.

AGILE representative - printed name / title

Client representative - printed name / title

Signature / date

Signature / date

A typed printed name alone is not a signature. Use the agreed signing method.