

FORWARDING AGENCIES NETWORK ASSOCIATION

Rules and Conditions as amended 1 November 2011

The applicant and Member accept by undersigning the following Rules and Conditions.

SCOPE

- All the Members of Forwarding Agencies Network Association Limited - FANA unanimously agreed to work jointly under a uniform system and Logo.
- The object of FANA is to create a multinational Network of cooperating forwarding agencies.
- The aims are to enable Members to conduct business together confidently, assured of the reliability of the Members worldwide. Also to allow Members the facility of providing their clients the benefit of using an international Network of Quality service. To combine efforts and achieve commercial advantage and collective negotiating and buying power. To encourage the development of business between Members of each nation.
- FANA Membership is open to independent owner-led Companies worldwide by application and completed questionnaire to the current Chairman..
- Each FANA Member remains independent. All Members must regularly contribute business to at least 5 FANA Members within 2 years of joining the organization. It is understood that each Member is allowed to continue existing business and their relationship with current agents worldwide.
- FANA agrees more than one Member for each country can be accepted. Any applications for other companies for Membership in countries where full FANA Member already exists will be directed to the existing Member for advice. Only the Membership Committee is entitled to nominate or rescind a Trial Member.
- The Membership Committee nominates any new member as a Trial Member for one year after the first AGM from the date of accepting their application. After one year, companies accepted as Trial Members will be voted on the next AGM for being granted Associate Membership.
- Any Associate Member can be voted for full Membership after one year of being Associate Member.

- The Annual Membership fee will be waived for Trial Members until they are voted for Associate Membership or 12 months whichever comes first, .for one year from the date such Members are accepted as Trial Members
- All Members have a commitment to protect the interests of the other “FANA” Members.
- All Members are required to inform the Liaison Office in the event of any changes in their Company Name, Board of Directors, Shareholders, Bankers or Financial backers.
- Each Member is encouraged to use the “FANA” name and logo on correspondence, company papers, name cards, brochures and other trade advertising material. The official color of the “FANA” logo is blue.
- Rules and regulations of “FANA” are subject to review and amendment when required and agreed by Members. A Code of Conduct is in force administered by an Ethics Committee.
- An Annual General Meeting (AGM) will take place every 12 months. All Members should be present or represented by a person senior enough to vote of FANA matters. All delegates who are not shareholders/owners should be duly authorized to vote on their behalf.
- Any Member absent from two (2) consecutive Annual General Meetings shall be expelled automatically, unless there are just and valid reasons accepted by majority of the Members at the Meeting .
- A quorum to vote on FANA matters and make decisions on behalf of Members at the AGM will be established by 51% or more of the total Membership. A Member may be expelled if more than two-thirds of Members present at the Meeting are in favor.
- Each Member is entitled to be elected as Chairman for the following 12 months having been proposed and seconded, and accepted by majority vote. Each Full Member has the right to vote. Nominations for the next Chairman should be made before the AGM and the appointment will be announced at the Meeting.
- If nominations for Chairman are not made voluntarily, then a candidate will be taken from a Members List of those who have not already served as Chairman. This list will be in date order of joining the organization.
- Offers to host the next AGM are invited to be submitted four weeks before presentation to, and voting at the Meeting.
- Each Member is responsible for their own expenses in attending the Annual Meeting. Non-social activity related expenses incurred (those connected to the Gala Dinner and the actual Meetings) will be paid by FANA out of the general revenues. The host before the AGM

will produce an estimated budget. Social events costs will be charged to only those Members who actually participated in them based on real costs.

PAYMENT AND PROFIT SHARING BETWEEN MEMBERS

- The Financial year of the Group is from 1 November to 31 October each year and the Membership Fee of US\$950 covers this period. The Membership Fee paid covers the period to the end of the current Financial Year in which it is paid.
- Payments between Members unless otherwise agreed, must be made within thirty (30) days from the Creditor's Statement Date/or the Month's end. For example, an invoice dated March 7th would be included in the Creditor's March Statement and is therefore due to be paid within 30 days from March 31st, that is before April 30th.
- Members have the obligation to report debts with other Members at the last day of each month to the Secretary. The Secretary will circulate the late payment report by the 10th of the next month to all the Members. Members who have not paid invoices at 30 days of the due date will get a yellow card as an official FANA warning Members who have not paid invoices at 60 days of the due date will get a red card as the last FANA warning. Members continuing to do business with a Member receiving a red card are not entitled to claim such debts from the SIF in case of a bankruptcy. The Chairman has the obligation to report payment terms in exception to the standard 30 day terms to the Members
- Bank charges to be paid at origin.

SELF-INSURANCE FUND

- Every Full, Associate and Trial Member has to pay on admission within 30 days a sum of US\$1000 in our Self-Insurance fund. This fund is held by the Liaison Office to assist any member suffering financial loss by another FANA Member. The conditions of this fund are attached to these rules.

TERM

- This agreement will come into force on the date of acceptance of the majority of Members, and reconfirmed at the next Annual Meeting.

TERMINATION

- In the event of termination of this agreement, each party agrees that it will correctly finalise all operational and financial issues immediately, and not to continue using the FANA logo.

ARBITRATION

- Any claim, demand, action or dispute arising under this agreement against either of the parties, shall be settled by The Ethics Committee and/or the current Chairman, or at the next Annual General Meeting.

INDEMNITY

- Each party declares that it is free to enter this agreement and indemnifies the other party accordingly.

AUTHORITY

- The underwritten signatories have the authority to engage the responsibility of their respective contracting parties in all matters pertaining to this agreement.