

This AGREEMENT is made on **date/ month/year**

Between:

- (1) **TBC is** a corporation established and existing under the laws of Hong Kong, having its registered office and business registration number **[INSERT BUSINESS REGISTRATION (OR EQUIVALENT) NUMBER HERE]** (*Client*);
- (2) **CBIP LOGISTICS LTD** (*trading name: C & B Investment Partners Limited*), a corporation established and existing in Hong Kong, having its registered office at 14/F China Hong Kong Tower, 8 Hennessy Road, Wan Chai, Hong Kong (**CBIP**);

Whereas:

- (A) CBIP is in the business of providing warehousing, distribution and logistics & consultancy services (the **Proposal**).
- (B) Client shall engage CBIP to provide, and CBIP has agreed to supply, consulting, discovery & logistics services to be described in Appendix A:

The scope of work is to be a live document and may be changed by either the Client or CBIP from time to time, subject to strict review, consideration, discussion, and approval by both CBIP and the Client.

It is hereby agreed as follows:

## 1. OBJECTIVE OF AGREEMENT

The objective of this Agreement is to facilitate the parties to enter into a mutual agreement for CBIP to provide a consulting & logistics solution for the client.

## 2. APPOINTMENT

- 2.1. CBIP will be an independent contractor. Nothing in this Agreement and the intended Agreement are deemed to constitute a partnership between Client and CBIP, nor constitute any party the agent of any of the other parties for any purpose.

## 3. TERM OF AGREEMENT TO BE AGREED

- 3.1 This Agreement will be valid for a period of 3.5-months commencing from **date/month/year**, ("**Initial Period**"). Services charged are to be reviewed at contract expiry.



## 4. SERVICE CHARGES AND PAYMENT

4.1 **Invoice:** The Service Charges will be billed at the start of every calendar month to such entity as may be instructed by Client.

4.3 **Payment Terms:** All Service Charges will be to **xx** days payment from invoice date.

Failure by the Client to settle the outstanding invoice by the Invoice Date, the to CLIENT Service Charges for that Service Charge Month, will incur a **xx** per month penalty, calculated on the outstanding invoice amount.

Example:

Outstanding invoice amount: USD 20,000

Invoice overdue by 10 days

Penalty = USD 20,000 \* (2% per month \* 10/30 days) = USD 135

4.4 In the event of termination, all outstanding invoices are to be settled prior to the deposit (refer to Appendix B for the deposit amount) is released and reimbursed to the client.

The Client agrees to pay CBIP through bank transfer to the following bank account:

Account Name: C & B INVESTMENT PARTNERS LIMITED

Bank: HSBC Hong Kong

Bank Address: 1 Queen's Road Central, Hong Kong

Bank Code: 004

Bank Account No: 848-732897-838

SWIFT Address: HSBCHKHKKH

4.5 All Service Charges invoiced in United States dollars or Hong Kong Dollar dollars and monthly at the agreed monthly **amount as prescribed in Appendix B.**





## 5. GENERAL TERMS

- 5.1 CBIP shall (and shall procure that their respective related entities and employees, agents and subcontractors, who have access to the other parties' confidential information on a need-to-know basis), keep confidential (NDA) the terms of this Agreement and all confidential information of the other parties, and use all such confidential information solely as necessary for the purposes of this Agreement only. This Clause shall survive the expiry or termination of this Agreement and the intended Agreement or as NDA stipulates.
- 5.2 Each Client manages its own costs incurred in connection with the preparation of the Agreement and the Agreement.
- 5.3 No party may assign any rights under this Agreement, in whole or in part, without the prior written consent of the other parties.
- 5.4 **Governing Law:** This Agreement and the relationship between the parties shall be governed by and interpreted in accordance with the **laws of Hong Kong.**

**IN WITNESS WHEREOF**, this Agreement has been signed by duly authorized representatives of the parties.

**SIGNED** for and on behalf of ) \_\_\_\_\_

**TBC**

) Name:

in the presence of:

) Title:

**SIGNED** for and on behalf of ) \_\_\_\_\_

**C & B Investment Partners Limited**

) Name:

in the presence of:

) Title:





**CBIP  
LOGISTICS**



**Appendix A: Scope of Work**

***Client Brief: TBC***

**Project Delivery Scope:**

**Project Timeline:**





**Appendix B: Commercials**

