



# 2018 Centrolene Membership Agreement, *The Future-Ready Network*

Centrolene Pte. Ltd.

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## Introduction

CENTROLENE - The future-ready network for freight forwarders that want a new way to compete and win business. It is the first global network with a truly integrated technology suite, connecting members to a global ecosystem where knowledge and information is shared and where partnership brings opportunity.

Centrolene Network gives its members access to best technology and business practices. We place our members at the forefront of the information revolution sweeping the logistics industry.

Centrolene Network's C-Suite technology includes:

- C-Link: sophisticated communication tools to connect members and manage agent relationships
- C-Tower: a customer-facing visibility solution that gives our members a technological edge over multinational freight forwarders
- C-Quote: a pricing tool for speeding up and streamlining the process of getting and managing quotes
- C-Quest: a full-feature CRM tool for managing customers, partners and new business leads
- C-Bridge: connects the data from an existing systems with C-Tower and C-Quest
- C-Contract: a global rate and contract management system
- The Customer Portal: an online 24X7 self-service logistics solution (embed onto your website) that enables you to provide digital services to your customers
- SCMPProfit: full compatibility with the industry's leading and most modern operational software, SCMPProfit

## Vision

To create a world-class global network powered by technology that delivers greater visibility, connectedness, efficiencies and opportunities for professionals in the logistics and supply chain management industry.

## Mission

Centrolene Network's goal is to cause an information revolution in the world of global logistics. We will achieve this by creating the industry's most powerful technology-focused network. Through our commitment to technology we will make our members the drivers of change that others must follow.

## Membership Application

1. Members shall be defined as freight forwarding companies (directly involved in the movement, transportation or distribution of freight/cargo) that are qualified to do business in their local jurisdictions in accordance with local laws.



2. Any freight forwarders are eligible to become a member of Centrolene Network without any exclusion based on market status, company size, specialist operations, and longevity in business or existing agent/partner affiliations.
3. The total number of members shall not be limited.

## Application Process

1. Go to our homepage at [www.centrolene-network.com](http://www.centrolene-network.com) to register and submit your membership application online. Your privacy is important to us and Centrolene Network is committed to ensuring your privacy is protected. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information you submit online. We will not sell, distribute or lease your personal information to third parties unless required by law to do so. We may use your personal information to send you promotional information which we think you may find interesting.
2. Centrolene Network shall check at least two references to confirm the financial background and reputation of the applicant. The applicant will be notified on the status of the application within two business days of submission. Centrolene Network has the final right to accept or reject applicants. No reasons will be provided.
3. Applicant will be required to accept the Foreign Corruption Protection Act (“FCPA”) policy upon submission of the online application form. Please read the FCPA Policy before proceeding with the online submission.
4. Membership fees are required to be paid within 14 days of receipt of acceptance.
5. Every new member will receive a Certificate of Membership after acceptance and payment of membership fees. You may choose to frame up the certification display.

## Membership Fees

1. Membership fees are published on our homepage at [www.centrolene-network.com](http://www.centrolene-network.com). You may choose to customize your own package to meet your company’s requirements. The online calculator is available for you to do an estimation of fees.
2. Membership fees will be billed annually from the date of acceptance.
3. Membership will automatically be renewed unless it is cancelled in writing to your respective sales contact three month prior to expiration.
4. Renewal Membership fees are payable within 14 days.
5. If renewal membership fees are not received within 14 days of the due date, it is the right of Centrolene Network to invoke the following:
  - a. A final reminder for payment will be sent to the member and payment must be received within seven business days of that alert
  - b. If the amounts are not received then the member will be flagged as “payment critical”.
6. Resignation or revocation of membership during the year will not entitle the member to any refund of the annual fees.



7. Annual fees are not transferable under any circumstances.
8. An announcement of new / renewal member(s) joining the Centrolene Network will be distributed globally via email, Centrolene website and Centrolene monthly newsletter (NewsEdge) when the initial membership fee is received.
9. Systems training will be arranged when the initial membership fee is received.

### Membership's Benefits

1. Membership benefits are listed on the Centrolene Network website and are continuously being updated. Visit [www.centrolene-network.com](http://www.centrolene-network.com) for more details.
2. Some of the member's benefits shall be assumed voluntary at this time although, upon implementation, could become mandatory at the discretion of Centrolene Network. The benefits shall be covered by an amendment to this membership agreement.
3. Members are encouraged and urged to promote the name and logo of Centrolene Network on all correspondences such as letterhead, stationery, business cards, email signature, etc. and use every opportunity to create exposure for themselves, Centrolene Network and its other members.
4. The Marketing Communications Department of Centrolene Network will work directly with all members to ensure the right corporate identity in all communication materials are in place.

### Termination and Revocation of Membership

1. Membership of Centrolene Network shall be terminated in event of any of the following:
  - a. Voluntary resignation of the member.
  - b. Non-payment of the initial membership fees and setup fees within 14 days after being advised that the applicant has been accepted for membership.
  - c. Non-payment of annual fees within the time frames indicated.
  - d. Dissolution of a company based on cessation of trading for 10 or more consecutive days or taking an affirmative step to affect dissolution.
  - e. Continuous non-responses to accounting, operational or Centrolene matters, violation of any provisions of this membership agreement that are deemed by Centrolene Network - at its own absolute power and discretion - to warrant such revocation.
  - f. The member failing to maintain a high standard of professional conduct as established by Centrolene Network which results in excessive numbers of nonconformities being raised against it by other members.
  - g. Failure to adhere to accounting and settlement requirements.
  - h. Failure to maintain necessary local operational licenses or permits.
  - i. Any principal of a member having or assuming a leadership position or ownership in a network that competes directly with Centrolene Network.
2. In the event of termination or revocation of membership - for whatever reason(s) - the member agrees to remove the Centrolene Network name, logo etc. from its all



- correspondences, literature, publicity materials, etc. and to refrain from the active solicitation of businesses under the name and good-reputation of Centrolene Network.
3. Members agree that all actions taken by Centrolene Network in respect of membership shall be final and binding. There shall be no mechanism to appeal such decision.
  4. Members agree that Centrolene Network shall inform all existing members of the termination or revocation of membership stating the reasons for such occurrence (although Centrolene Network shall not be obligated to provide full details of such reasons).
  5. If a member registers or is a known equity holder of another freight/logistics network they will be terminated immediately.

## Referral Policy

Members are encouraged to promote Centrolene Network to their own existing partners and agents to create a truly world-class global network powered by technology that delivers greater visibility, connectedness, efficiencies and opportunities for professionals in the logistics and supply chain management industry. Centrolene Network has established a referral incentive program. Please reach out to your sales contact for details.

## Conferences

1. All Centrolene Network members are invited to attend the annual global network conference that will be held annually. Members are expected to send at least one representative to attend. There are no limits on the number of representatives each member can send.
2. Additional regional meetings may be organized as needed.
3. Conference dates will be shared with members once they are available. Centrolene reserves the right to change the date if circumstances require it. Members will be notified of any changes to conference dates as soon as they are available.
4. Conferences are held primarily to allow members to meet face-to-face to discuss existing and new businesses and relationships. Centrolene Network generates ample opportunities for members to pre-plan, coordinate, network and schedule one on one meetings.
5. Unless annual fees are paid in full, members will not be allowed to participate in conferences.
6. Members are expected to cover the cost of the following when attending the conference
  - a. Room charges (inclusive of full international breakfasts) during the conference
  - b. Airfare to and from conference venue
  - c. All “travel and entertainment” incidentals
  - d. Conference registration fees per attendee which covers:
    - i. Conference package (inclusive of coffee/tea breaks) - Min 2 days, Max 3 days
    - ii. Lunches during the conference days



- iii. One welcome party / cocktail and one/two evening dinner depending on the flow of the program for the conference (inclusive of food and beverages)
  - iv. Any other items clearly defined as part of the program by Centrolene Network
7. Registration/delegate fees must be paid in full prior to the commencement of the conference.
  8. Sponsorship packages/program for the conference will be available for partners who like to raise their company's profile or to enhance their brand (Type of sponsorship packages/program will be shared prior to the conference and offered on a first come, first served basis)

### Centrolene C-Guard

Centrolene's Financial Protection Program (C-Guard) exists to provide compensation for funds lost due to non-payment of invoices for the handling of transactions between participants of the C-Guard scheme. C-Guard is not a cargo insurance or any other kind of related insurance and is not meant to replace such instruments.

It is mandatory to be covered by C-Guard. C-Guard is in place with the three aims of protecting members' companies from bad debts caused by dealing with disingenuous partners, protecting third-party member companies from poor and irresponsible business practices of their partners and protecting the Member Network from liability related to member-to-member transactions. Visit [www.centrolene-network.com](http://www.centrolene-network.com) for more details.

### Purchase of Technology Licenses

We highly recommend that you use the technology powered by Centrolene Solutions. Licenses are available for a reduced fee for members of Centrolene Network. Centrolene offers the industry's first and only fully integrated technology suite with best in class solutions that drive sales, increase productivity, improve automation and lift profitability.

### Disputes and Arbitration

1. Centrolene Network is available to use its independent status to resolve disputes and differences between members. Centrolene Network is committed to be fair and equal in establishing a win-win solution for the disputes and differences between members.
2. Should this service be required, both parties must agree in advance to accept the majority decision of Centrolene Network without resorting to further litigation
3. The fee for this service will be a minimum of US\$1,000 payable equally between the two contesting parties. This fee may be higher depending on the specific details of the dispute presented to Centrolene Network.



## Centrolene Network Organization

1. Centrolene Network is headquartered in Singapore at 438B Alexandra Road, Alexandra Technopark, #05-11, Singapore 119968.
2. Centrolene Network shall have the power and authority to establish working committees.

## Accounting and Settlement

It is expected that members of Centrolene Network shall adhere to industry acceptable accounting and settlement standards unless separate agreements are in place between members.

## Nonconformity System

1. Members are expected to issue sales, operational and financial nonconformities against other members with a copy to be sent to Centrolene Network. Examples of nonconformities are:
  - a. sales nonconformities: Failure to action routing orders, failure to respond promptly to sales inquiries
  - b. operational Nonconformities: Failure to issue pre-advices
  - c. misrated HAWBS or OBLs
  - d. failure to issue or incorrect profit sharing
  - e. failure to supply necessary documents
  - f. financial Nonconformities: Failure to make prompt monthly settlement
  - g. failure to timely pay conference fees or annual fees, etc.
2. The intent of nonconformities are:
  - a. To maintain and improve the quality of the Centrolene Network
  - b. To provide advance notice of problems occurring with a member
3. Centrolene Network shall monitor nonconformities received and shall take appropriate action - up to and including revocation of membership - against the offending parties.

## Website

1. Centrolene Network shall maintain a web-site at [www.centrolene-network.com](http://www.centrolene-network.com) which shall:
  - a. Attempt to solicit business from the shipping public and such information shall be forwarded onto all relevant members in that specific city/country. If there is more than one member in a specific city, Centrolene Network will either distribute the quotes to all members, or alternate sending quotes between members.
  - b. Provide the shipping public with information concerning Centrolene Network and its members (their contact information/corporate web sites etc), as well as links to other sites of interest.





2. Members are responsible for advising Centrolene Network about any updates and changes to their communications profile via email [support@centrolene.com](mailto:support@centrolene.com).

### Miscellaneous

1. The business language of Centrolene Network shall be in English.
2. All rights and interest in the name Centrolene Network and associated logos are owned by Centrolene Network with trademark pending.
3. Communications shall be primarily by email. Members are expected to maintain an email account and the facility to access attachments in either Microsoft Word or Excel.
4. The Governing Law of Centrolene Network shall be that of Singapore.
5. Centrolene Network may change its location, telephone, fax and other contact details as may be deemed appropriate by Centrolene Network, at his discretion, with notification to all members.

### Legal Liability

1. Centrolene Network shall not be responsible for any damages or legal claims beyond the amount of the annual fee paid in the preceding year by the specific party. Members shall not, solely because of membership in Centrolene Network, be personally liable for any debts, obligations or liabilities of Centrolene Network.
2. Even with Centrolene C-Guard in place, it is still the members' responsibility to discuss and agree upon specific terms of payment with each and every member in Centrolene Network. It is not the responsibility of Centrolene Network to determine specific terms of payment. Please input the agreed terms of payment under the notes section in C Link (C Us) and update it as you build/develop business relationship with each Member.