



## Terms and Conditions

### ARTICLE 1

NAME: The registered legal entity is the Worldwide Project Consortium (Holdings) Ltd., hereafter named WWPC.

### ARTICLE 2

OFFICE OF THE WWPC: The Directors of the WWPC shall determine the location of the Executive Office, which may vary from time to time as may be deemed necessary. The Executive Office is currently located in Fuengirola, Spain.

### ARTICLE 3

- (a) CONSTITUTION: WWPC franchisee criteria are based predominantly on project forwarding experience and/or logistics management expertise. WWPC franchisees shall consist of bona-fide and locally registered companies or organisations engaged in project forwarding, transportation, logistics management, and/or other related activities within their respective countries, deemed as complying and/or appropriate by the Directors of WWPC.
- (b) The principal activities of WWPC franchisees include, but are not limited to, managing transportation and handling of large volume breakbulk, over-dimensional, awkward and/or heavylift project cargoes regionally, nationally or worldwide, as well as other cargoes that may be outside of normal tariff provisions.
- (c) WWPC franchisees are bound to work with each other on a "first and final offer" basis.
- (d) WWPC franchisees may continue to operate on projects received from any companies outside of the WWPC within their respective countries and can maintain their existing general freight forwarding agency network; however, this does not preclude any WWPC franchisees from working together on general freight forwarding activities if they so desire.
- (e) All WWPC franchisees are encouraged to display the official WWPC Logo in a prominent position on their respective Web Sites and to link it to the official WWPC Web Site <http://www.wwpc.eu.com>. Franchisees are also encouraged to display the WWPC Logo at the entrance of their office and dedicate a separate telephone/facsimile for exclusive WWPC use.
- (f) The official language of the WWPC shall be English.

### ARTICLE 4

OBJECT- Subject to the right of complete autonomy in the activities of WWPC franchisees, the object of the WWPC shall be to foster, promote and co-ordinate the interests of its franchisees; to encourage and advance the spirit of unity and friendship among its franchisees; and to acquire, preserve and disseminate valuable information consistent with public interest and the interest of the WWPC and always within applicable laws. All franchisees must carry out functions to the best of their knowledge and ability and shall, as much as reasonable, safeguard the other party's interests and those of the WWPC.

### ARTICLE 5

- (a) CODE OF ETHICS: To support fellow WWPC franchise companies to the fullest extent commercially reasonable and work together on a "first and final option" basis on all project enquiries in all countries where represented.
- (b) Operate and conduct business with unparalleled standards of excellence.
- (c) Be prompt and responsive in all communications. It is generally acknowledged that project enquiries may take a reasonable time to finalise, but every effort should be made to forward acknowledgements and updates within 48 hours of receipt.



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- (d) Provide accurate and true NET/NET buying rates to all WWPC franchisees and mutually agree and honour all profit split margins, in advance of project commencement.
- (e) To pay all moneys due in a timely manner, as agreed in advance, resulting from any activities conducted between WWPC franchisees.
- (f) To be active in bona fide sales endeavors for mutual growth of fellow WWPC franchisees and the WWPC alike.
- (g) To be properly staffed to ensure the highest level of service.
- (h) To respect other WWPC franchisees' existing client and customer bases and refrain from back-selling and never approach another WWPC franchisee's vendor, supplier, third-party service provider, client or lead without express permission from the originating WWPC franchisee.
- (i) Refrain from seeking separate bids from two or more different WWPC franchisees in the same market.
- (j) Respect all WWPC franchisees, their religions, beliefs and/or politics and operate within the global organisation with high standards incorporating friendship, loyalty, integrity and trust, regardless of race, colour or creed.
- (k) WWPC franchisees must not spam other members (sailing schedules, enquiries, complaints or other matters deemed inappropriate), without first consulting with and gaining approval from the WWPC Directors.
- (l) Agree always to seek the assistance of the WWPC Directors for dispute resolution in the first instance.
- (m) In the performance of any functions, WWPC franchisees act in their own name for the account of another member or WWPC. Unless authorised in writing, neither party shall have the authority to conclude arrangements binding on another party or to commit the other party in any other way.

### ARTICLE 6

- (a) CLASS 1 - FULL MEMBERSHIP (FRANCHISEE): Any corporation, firm, partnership or individually owned company who has secured a franchise agreement and satisfies the criteria outlined in all Articles contained within.
- (b) CLASS 2 - REFERRAL BRANCHES: WWPC franchisees may also have 'referral' Branches or nominations in countries not already represented by WWPC. However, the WWPC always reserves the right to replace 'referral' Branches with full paying franchise members. The existing referral Branch member shall have first right to become a full paying franchisee provided they satisfy all WWPC Articles. Referral Branch companies do not have voting rights and do not receive a franchise agreement.
- (c) WWPC Directors establish procedures for handling Applications to become a WWPC franchisee.
- (d) All Franchise Applications must obtain approval from the WWPC Directors and the elected Board of Advisors (BoA), based on majority vote of the BoA members, who have one vote each and in conjunction with the vote of the company Directors, who together have one vote.
- (e) Franchisees of the WWPC may be cancelled or suspended for good and sufficient cause as reasonably deemed appropriate by a majority of the WWPC Directors.
- (f) Cases reasonably deemed as 'severe misconduct' may result in instant dismissal by unanimous vote of the WWPC Directors.



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- (g) Notice of instant dismissal shall be final and binding and any cancellation or suspension will become effective immediately. Any reinstatement to the WWPC shall only be by a New Application and once a dismissal notice is forwarded no further correspondence will be entered into.
- (h) This section does not apply to expulsion for non-payment of franchise fees, which is covered in ARTICLE 12(a).
- (i) All WWPC franchisees agree that immediately upon cancellation of membership to the WWPC in accordance with the applicable franchise agreement and these Standard Terms and Conditions, they will agree and abide by that decision and immediately remove all reference to such franchisee status/WWPC membership from their respective Web Sites.
- (j) The WWPC reserves the right to place a "Disassociation Announcement" on the WWPC Web Site and any other publications as deemed appropriate against former franchise companies who spam, disrupt, attempt to bring the WWPC into disrepute, or refuse to remove reference to such franchisee status from their Web Site. All correspondence shall be addressed to the WWPC Legal Advisors, appointed by the WWPC Directors at their discretion.
- (k) Any WWPC franchisees, by giving written notice of such intention while in good standing, may withdraw from membership of the WWPC. Annual franchise Fees are Non-Refundable in any event whatsoever. Under this event, the withdrawing franchisee will abide by ARTICLE 12 (d).

### ARTICLE 7

- (a) DIRECTORS: The Directors comprises the Governing Body of the WWPC which shall set such policies as may be necessary from time to time to achieve the objectives of the WWPC.
- (b) The Directors are entitled to arrange and sign on behalf of the WWPC for projects consumed for the WWPC, but such commitments are to be undertaken only after unanimous vote of the Directors. Any projects secured and managed by the WWPC will be entitled to a profit split as defined in Article 5 (d) and such funds shall be injected back into the WWPC for normal operational expenses as defined in Article 13.

### ARTICLE 8

PROXY VOTES: Proxy votes are not allowed. All WWPC franchisees are encouraged to attend annual conferences personally to cast their vote. Non-attendance forfeits a franchisee their right to vote at the applicable conference.

### ARTICLE 9

- (a) The Directors of the WWPC may also serve as Treasurers and will act as Chairmen at all WWPC meetings and other official functions.
- (b) Any of the company Directors will carry out the duties of the other Director in his absence, provided that both Directors mutually agree on such duties in writing.
- (c) The Treasurer shall be responsible for all monies of the WWPC and shall keep or cause to be kept full and accurate Records of Account of the WWPC showing the financial transactions of the WWPC, its accounts, liabilities, commitments and financial records. Such books and records shall be maintained and kept in the nominated WWPC business address and shall at all times remain the property of the WWPC and may not be disclosed to any outside parties or individuals.
- (d) The Treasurer shall see that expenditures are duly authorised and are evidenced by proper receipts and vouchers. The Treasurer shall make such other reports and statements as may be required of him by the Directors.
- (e) The WWPC Bank Account may operate in any country as nominated by the Directors.
- (f) The Directors may appoint an independent Certified Public Accounting company to perform these tasks, if they deem such an appointment appropriate.



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- (g) All funds paid to the WWPC shall always and only remain the property of the WWPC and are non-refundable in any event.

### ARTICLE 10

- (a) Vacancies on any specially appointed committees shall be filled by interim appointment of the Directors and shall continue until a new appointment is made for the remainder of the unexpired terms.
- (b) Subject to approval of the Directors, non-executive officers and sub-committees may be appointed as necessary for specific ancillary duties.

### ARTICLE 11

- (a) FINANCE: Franchise fees are US\$4,500-00 Per Annum Per Franchise.
- (b) A fee of US\$500.00 will apply for each Referral Location.
- (c) The Directors can appoint full-time employees and/or Contractors (i.e., General Manager, Treasurer, Secretarial, sales, marketing, operational, contractors, etc.), provided such overhead expenses are adequately covered within existing annual franchise fee structure, or if all franchisees agree via majority vote to contribute additional funding to cover such expenses.

### ARTICLE 12

- (a) ANNUAL FRANCHISE FEES: Fees shall be payable 15 (fifteen) days after receipt of invoice, with late payments being deemed a breach of these Articles. The WWPC Financial Year commences January 1st and concludes December 31st each year and new franchisees are invoiced on a pro-rata basis to bring them in line with all other franchisees. No fees will be waived or reduced under any circumstances and failure to pay such fees within the required time frame may result in removal of that franchisee.
- (b) ASSESSMENTS: Assessments may be levied by unanimous vote of the Directors provided 30 (thirty) days notice of such proposal shall have been given. Monies obtained from assessments shall only be utilised for the purposes as set forth in said assessments (i.e., Conference Levies, Equipment Hardware/Software, Labour, Advertising, etc.).
- (c) WWPC franchisees who fail to pay their dues or assessments within 15 (fifteen) days from the time they become due shall be so notified and if payment is not received within the next succeeding seven (7) days, shall be deemed to have resigned from the WWPC and the franchise agreement will be revoked at that time.
- (d) Any WWPC franchisee resigning or dismissed in accordance with ARTICLE 6 shall not be entitled to any refund of dues in any event. There shall be no additional remedy or recourse against the applicable franchisee for nonpayment of such dues or assessments, whether such dues or assessments were imposed or payable pursuant to Article 12 or any other Article of these Standard Terms and Conditions or pursuant to the applicable Franchise Agreement.

### ARTICLE 13

Each year the Directors may adopt a Group Budget for internal operating purposes, to cover reasonable marketing, administration and any other reasonable cost incurred by managing the company.

### ARTICLE 14

All WWPC franchisees are automatically invited to attend annual conferences. The WWPC expects all WWPC franchisees to fully support its activities and endeavor not to miss two conferences in succession. Failure to attend at least once every two years may result in dismissal from the WWPC and cancellation of the franchise agreement. New franchisees in their first year must attend the conference. The WWPC requires all franchisees to be proactive and our annual conference is a vital key to success. Termination of franchise agreement under this Article 14 will be automatic and not subject to exception or review.

### ARTICLE 15



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- (a) MEETINGS: The Directors may select the time and place of proposed Annual Meetings of the franchisees. However, franchisees generally vote for such venue at each annual conference.
- (b) Special meetings of WWPC franchisees may be held at such time and place as may be specified in the call for such meeting. Call for such meeting may be made only by the Directors. Calls for special meetings shall specify the time, place and objects thereof.
- (c) Meetings of the Directors can be held at any time or place. Except as otherwise expressly provided herein, actions at a meeting of the Directors require the approval of a majority of the Directors present and actions taken by the Directors without a meeting require the written consent of the majority of all of the Directors.
- (d) In the event of any national emergency, at the discretion of the Directors, any call for annual meetings or Directors meetings may be vacated and set aside, postponed or transferred to another safe location and the Directors shall serve until the national emergency has passed, or until a meeting of the WWPC franchisees is held at a time consistent with prevailing conditions.
- (e) Forty Five (45) days notice, from date of postponing, shall be required on any meeting authorized, but shall not prevent the Directors from acting without a meeting.
- (f) Except as otherwise expressly provided herein, a quorum of any meeting shall be twenty five percent (25%) of those franchisees qualified to participate in such meeting; any action may be taken by majority vote of a quorum or, if such action is taken without a meeting, then by written consent of a majority of the franchisees.

### ARTICLE 16

- (a) GROUPS AND COMMITTEES: To further its business, WWPC may establish Action Groups composed of franchisees having common interests united for the purpose of pursuing common goals. Such groups shall have no official identity apart from the WWPC. A franchisee in good standing can belong to as many groups as its interests parallel.
- (b) Each group shall establish rules and regulations governing its operation, which shall be approved by the Directors of the WWPC. Such rules and regulations must not contravene the policy or Terms and Conditions or franchise agreement of the WWPC.
- (c) The Directors of the WWPC may levy special assessments on any member of any group at any regular or special meeting. Monies obtained by special assessments shall be utilised for the purpose as set forth in said assessments. The sole remedy for failure of a franchisee to pay any special assessments shall be termination of such franchisee's franchise.
- (d) Committees of any appointed Action Groups shall be composed of selected individual franchisee representatives united for the purpose of performing particular tasks, and unless otherwise provided for shall serve until the annual meeting following their appointment, or for the time and purpose designated, or until recalled, replaced or abolished by the Directors or franchise holder(s).
- (e) Each Action Group may review, distribute information, evaluate proposals and recommend programs or agreements with other trade associations, labour groups or other organisations, which must be approved by the Directors of the WWPC. No individual franchisee shall be subject to any understanding reached with such labour, trade association or group until such individual member ratifies such understanding for himself or his company.

### ARTICLE 17

LOYALTY CLAUSE: Subject to applicable law, it is incumbent on each franchisee to at all times enhance the position of their company, the WWPC and its Directors at all times. Any displays or evidence of disloyalty may be cause for removal from the WWPC and consequential loss of franchise agreement.

The WWPC, under advisement from its attorneys-at-law, highlights that incorrect messages and unsubstantiated claims written in a defamatory spirit to franchisees and/or other outside enterprises and/or individuals, which are



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contrary to our Terms and Conditions, to which all franchisees have legally agreed, may be subject to legal prosecution.

Franchisees must understand that should they decide to undertake this course of action the WWPC will have every legal right to take recourse to legal authorities and should there occur any damages on the grounds of such improper actions (i.e., loss of membership), shall be held fully liable. There may be also punitive damages to be sanctioned.

We sincerely believe that it is in no one's interest in the forwarding sector to spoil the relations with the other participants and we strongly urge that reason should prevail.

### ARTICLE 18

AMENDMENTS: The WWPC is a privately owned company and these Articles, or any part thereof, may be altered, amended or repealed by the Directors.

### ARTICLE 19

JURISDICTION: The WWPC bears no legal or financial responsibilities for individual WWPC franchisees, or referral members company actions, but should the WWPC ever be named party to litigation involving a WWPC franchisee or referral member, that franchisee or referral member shall be liable for all the legal and defense and/or other other costs and/or any assessments and/or other charges placed against or incurred by the WWPC in every event and every respect. Agreement of securing a franchise agreement or referral membership to the WWPC is also deemed to agree to all Articles specified above. Any disputes whatsoever arising between any parties, if not settled amicably, to be settled by Arbitration in British Virgin Islands and British Virgin Islands Law shall apply.

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