

NETWORK STANDARD

*PANGEA GROUP includes PANGEA and CONNECTA **international and non-exclusive networks** of independent freight forwarders and logistics companies, hereinafter referred to as PANGEA.*

PANGEA develops and maintains an active, cooperative and secure network that covers all the supply logistic chain. PANGEA has a **global coverage** with presence in major countries worldwide, with a maximum presence of 4 members in each location (major airport/seaport).

PANGEA guaranties a strict selection of all members, as well as attracts the best members in each location.

All members will have access to a **functional and operative website** that promotes business development in the network as well as useful tools to benefit Members.

PANGEA promotes and organizes **Annual Global Meetings** offering Members the opportunity to meet each other and optimize their representation costs. Additional Regional Meetings can also be promoted and organized.

1. APPLICATIONS AND ACCEPTANCE OF NEW MEMBERS

1. The freight forwarder or logistic company wishing to join PANGEA will complete the Membership Application Form available on the PANGEA and CONNECTA websites.
2. The freight forwarder or logistic company is responsible for furnishing details that are true and correct and to declare in advance any conflict of interest with PANGEA or its current Members.
3. The freight forwarder will supply all the additional information and documents required, such as current FIATA, IATA or other equivalent certifications and sector references.
4. PANGEA will decide on new applications and notify the applicant of its decision within the minimum time possible.
5. In the event that an application is approved, an invoice for the first annual membership fee will accompany this notification.
6. Membership becomes effective once verified the payment of the membership fee, and PANGEA will give the new Member full access to the Members Area of its website *and PanCo mobile app*. At the same time, all members are informed of the admission of a new member and the new member will enjoy all its benefits.
7. By the payment of the membership fee (the first and the following renewals) the member submits and agrees to comply the Network Standards, Procedures and Regulations.

2. MONITORING AND EVALUATION

1. PANGEA will initially evaluate the applicant members to prove they are stable and solvent. For this process financial reports and information about the firm could be required, as well as the services of a professional independent credit risk assessor if needed.
2. PANGEA will also evaluate continuously the situation of each member, analyzing its transactions with the other members. All these transactions will be traceable and reported through the Members Area platform on the PANGEA website.
3. PANGEA will take the required actions because of the result of any member's evaluation, including revocation of membership if considered necessary.
4. Additionally, PANGEA can require any survey documents and/or information from any Member to perform random Quality Controls. This Quality Survey Control is mandatory and the Member must provide PANGEA with all required documents within the date assigned and the guidelines given.

3. ARBITRATION

1. PANGEA can act as an independent arbitration facilitator for discrete and speedy resolution of disputes between members.
2. This additional service offered by PANGEA and its cost will be agreed in advanced by all parties (PANGEA and the involved Members).

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4. TERMINATION OF MEMBERSHIP

1. Termination of Membership with PANGEA shall take place under the following circumstances:
 - o Member's voluntary termination
 - o Not attendance of invoices on Membership Fees
 - o Breach of the PANGEA Standards, Procedures, Regulations or judicial and legal framework.
 - o Entering any conflict of interest with PANGEA, or another Member.
2. No reference about PANGEA can be used in the case of termination of Membership.
3. PANGEA can update and inform all Members about the cases of termination of Membership if necessary.

5. GENERAL RULES AND CONDITIONS

1. PANGEA-Members must be privately owned companies, partnerships or corporations, authorized to do business in accordance with their judicial and legal framework.
2. PANGEA-Members may only represent areas where the office is wholly owned or operated by them, and not just an "address" for cargo handling.
3. PANGEA-Members may not promote offices in countries where they do not have official representation.
4. PANGEA-Members accept and understand that all transactions are undertaken at their own risk and judgment and that, under no circumstances, PANGEA can be held responsible.
5. PANGEA-Members accept that their correspondence or business dealings with exporters/importers received from or through the PANGEA website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representation associated with such dealings, are solely between the said Members and such exporter/importer company.
6. PANGEA-Members pledge a standard of competence to their customers (to perform in a conscientious, diligent and professional manner all services undertaken on the customer's behalf)
7. PANGEA-Members pledge to hold in strict confidence, all information acquired in the course of the relationship concerning the business and the affairs of his customer. No such information is to be released unless authorized by the customer, or required by law.
8. PANGEA owns all rights, title and interest in the name PANGEA, PANGEA LOGISTICS NETWORK and/or CONNECTA FREIGHT NETWORK and associated logos.
9. PANGEA may, from time to time, review and modify its Standards to reflect changes associated with the Network's development, the updated version will be available on the Downloads section on the PANGEA website.

6. RELATIONS BETWEEN MEMBERS

1. PANGEA is a network that promotes business between all members. This is observed and evaluated continuously through the applications that members report for every shipment in PANGEA and CONNECTA websites.
2. PANGEA-Members are obliged to offer new business to their fellow partners and must actively support their fellow members to generate new business.
3. PANGEA-Members commit themselves to being active in doing sales for other Members.
4. PANGEA is seriously involved in the quality of cooperation among its partners. Problems regarding reliability or financial issues must be reported immediately to PANGEA in order to take the required actions.
5. PANGEA-Members are to communicate efficiently and promptly (within a maximum of 24 hours) with their fellow members.
6. Payment between PANGEA-Members must not exceed 30 days by the end of the monthly statement. Alternative payment terms must be previously agreed between both relevant members, prior to acceptance of the consignment, these operations will be for Members own responsibility.

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7. If for any reason a PANGEA-Member has the policy to not extend credit to another Member this must be clearly indicated in advance on their quotation for mutual agreement.
8. Delays on payment by any PANGEA-Member must be informed urgently (not later than 10 working days) to PANGEA, in order to take the required actions. *See the Protection Standard for further details*
9. All payments must be made in the currency that is marked as payable on the invoice. Customs charges (VAT and other taxes) will be settled on cash payment.
The departure member will take charge of FOB costs and the destination member will take charge of DDU costs. As a basic rule, any losses are to be borne by the member who generated the business.
10. PANGEA-Members must accept their own bank charges.
11. Sales agreement and Profit Share fees are to be determined between Members by mutual previous agreement.
12. The collect shipments are always on account of the destination member. This one decides whether to work on the basis of payment by cash or cheque or on account. Exception: collect shipment fees cannot be collected by the consignee for the following reasons, e.g.
 - Refusal to accept delivery by the consignee
 - Problems with import clearance,
 - Other reasons making the collection of collect shipment fees impossible for the destination agent.In these cases the shipment can be returned using the cheapest method or destroyed or treated otherwise based on an individual arrangement as agreed and at the expense of the departure agent
13. Feedback on quotations: PANGEA requires all members to give appropriate feedback upon significant inquiries e. g. general rates inquires specific inquiries for projects or tenders and others.
14. PANGEA cannot be held responsible in case of commercial and/or financial obligations that are not met by (a) Member(s).

7. ANNUAL MEETINGS

1. *PANGEA and CONNECTA celebrate at least an annual joint event, named FREIGHTCAMP*
2. Each Member must attend the FREIGHTCAMP Annual Meeting.
3. All Members are required to attend the Annual Meeting; only serious mitigating factors made in advance of the Meeting in writing will be accepted.
4. Members must pay the inscription fee in advance.
5. Members will be expected to pay their own expense to travel and attend the Meeting and these expenses will not involve PANGEA.

8. COMMUNICATIONS

1. Members must have internet access, e-mail capability, operative website and must be fully protected by anti-virus software.
2. Members must ensure the appropriate and updated security and protection measures against online or other kind of fraud or scam.
3. Members will be responsible for advising PANGEA about any updates and changes to their company profiles, by self-updating their company profile through the PANGEA or CONNECTA website or informing PANGEA.
4. PANGEA communications will be held in English.
5. By submitting company news, photos, logos or press releases to PANGEA, implicit permission is automatically given for PANGEA to use the material in group promotion, website, newsletter *and social media* use.
6. Members are invited to use the PANGEA, CONNECTA and/or Group logo on letterheads, business cards and Internet appearances, during their Membership.
7. PANGEA is always open for proposals on improvement.

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9. FEES POLICY

1. Each member shall pay an Annual Membership Fee per company. This includes head office and additional branches within the same country.
2. PANGEA may apply special promotions or discounts to the Annual Membership Fee attending to development strategies.
3. The Annual Membership Fee may be increased at any time during the year. However, the increase shall not exceed 10% in a single year (not including reduced or promotional fees).
4. Membership covers a full year period (12 months), for beginning and renewal of Membership.
5. Payment by bank transfer shall be received within 30 days of billing and before the expiry of the membership period, in the contrary case it will be applied a surcharge of a 10% and after the following 20 days if the payment has not been made Membership will be annulled.
6. All bank charges will be paid by the Member.
7. The membership will be renewed automatically for another year/12-month period. Notice to terminate membership must be given 3 months prior to the expiry of the membership year/period.
8. Termination of Membership during the Membership year/period will not entitle any fees refund.
9. Membership cannot be transferable or paid back.
10. Unless Annual Fee is paid in full, members will not be allowed to participate in the Annual Meeting.

10. LEGAL LIABILITY

1. PANGEA shall not be responsible for any damages or legal claims.
PANGEA shall not be responsible for any debt, obligation or liability of a Member.
2. The Governing Law of PANGEA shall be that of England.
3. The Membership Standards, use of the websites www.pangea-network.com, www.connecta-network.com and any other information are governed by the Laws of England.
4. By using www.pangea-network.com and www.connecta-network.com you submit to the exclusive jurisdiction of the courts of England.
5. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Membership Standards, use of the website www.pangea-network.com, www.connecta-network.com and any other information.