

## **Worldwide Logistics Alliance**

### **WLA Membership Agreement & Conditions**

Party A: All WLA member

Party B: Worldwide Logistics Alliance

Legal representative: Jayden Yang

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This Agreement pertains to Party A's application for membership in Party B and has been established through friendly negotiation between both parties in accordance with the United States and relevant laws and regulations. In this Agreement, "WLA" refers to the international logistics website owned by Party B, designed to provide an open and fair communication platform for global enterprises.

#### **I. Rights and Obligations of Party A**

1. Party A, a company or organization engaged in international freight forwarding, transportation, import & export trading, and other related business, shall furnish the requisite qualifications and certificates as specified by Party B. Party A must guarantee the authenticity, integrity, and legitimacy thereof. Failure to meet these stipulations empowers Party B to reject or revoke Party A's membership application or existing membership, and to demand that Party A assumes liability for breach of contract.

2. Party A shall complete the membership application information within one week, in accordance with the requirements of Party B's official website. Party A shall not fraudulently use the account information of other members; otherwise, Party B shall be entitled to hold Party A accountable for such actions.

3. Party A must ensure that it is a reputable company in its industry and provide Party B with 3 Partner References bearing official seal, confirming its financial stability, operational stability, and a clean history without and bad debts.

4. Party A shall meet Party B's strict criteria in terms of cooperative experience, industrial professionalism, and corporate economic strength.

5. Party A shall ensure that it can represent the region where the company or its branch is located and

provide relevant qualification certificates.

6. Party A shall pay the membership fee within the time agreed herein; otherwise, Party B shall be entitled to terminate the membership privileges.

7. Under any of the following circumstances, Party B shall be entitled to terminate the membership privileges or reject the membership application. Party B shall also be entitled to publish the violation on WLA's website and share said information with the industrial website and the blacklist. All losses arising therefrom shall be borne by Party A.

(1) Party A fails to comply with the relevant terms of the contract and agreement or WLA Rules.

(2) Party A violates industry codes or guidelines.

(3) Party A is reported as having bad debts with other members.

8 Party A may purchase Party B's Financial Protection service and can obtain compensation of up to USD 50,000 when the claim conditions are met. For details please refer to the WLA Member Financial Protection Agreement

9. Party A and other members shall support each other and maintain a friendly cooperative relationship, preserving the reputation of other members and Party B. They shall not slander Party B or other members under any circumstances.

10. Party A and its partners shall maintain efficient and timely communication (with a response within 24 hours); otherwise, Party A shall bear the responsibilities arising therefrom.

11. Party A shall assume and manage its own commercial operation risks when engaging in business cooperation with other members. Party A shall adopt standard and safe operating procedures, sign relevant contracts or agreements in writing, specify the rights and obligations of both parties, and perform the contractual obligations in good faith. Otherwise, all responsibilities arising therefrom shall be borne by Party A.

12. Party A shall provide high-quality services to partners, respect the laws and religious customs of various countries, and refrain from violating the import, export, or transit laws of any country by engaging in illegal transactions.

13. Party A is obliged to immediately inform Party B if Party A discovers that other members have bad debts, disputes, or are involved in illegal operations, etc.

14. Party A shall notify Party B in writing within three working days if there is any change in relevant information, including but not limited to company name, employees, contact information, and other necessary information. Otherwise, all responsibilities arising therefrom shall be borne by Party A.

15. Party A fully understands and agrees that the membership fee paid will not be refunded if Party A voluntarily applies to withdraw from the membership of Party B.

## **II. Rights and Obligations of Party B**

1. Party B shall be entitled to charge Party A's membership fee on an annual basis, and the specific fee shall be subject to the bill. Party A shall pay the annual membership fee within 3 working days from the date of signing the contract. Otherwise, Party B shall reserve the right to terminate Party A's membership.

2. Party B shall regularly release advantageous freight rates, self-promotion information, an successful corporate cases of Party A.

3. Party B shall provide Party A with the opportunity to view online business through the WLA official website.

4. Party B shall regularly release new member information through email and the official website for Party A's review.

5. Party B shall reasonably determine the ranking in the region based on Party A's joining time.

6. Party B shall provide Party A with an independent member account, including a password and ID.

7. Party B shall permit Party A to use the WLA logo appropriately. Party A may place the logo under the email signature line, on their official website, and on business cards. 8. Party B shall hold the WLA Summit regularly, and Party A shall be entitled to participate in it.

9. Party B shall set up a membership review mechanism to conduct a formal examination of the authenticity and legality of member qualifications but does not guarantee the honesty and trustworthiness of any members and their operations.

10. Party B shall be responsible for regularly screening the members' history of bad debts that can be traced. For members with bad debt records, Party B shall not approve. their membership qualification and has the right to cancel their membership. For details, please refer to the information published on Party B's website.

11. Upon written application of a member, Party B may act as a neutral third party to mediate disputes arising between members of the parties but does not guarantee the results and enforcement of the mediation.

12. After the freight transportation is completed, if Party A fails to pay the corresponding fees to other members, Party B has the right to collect a bill up to twice the freight invoice

## **III. Withdrawal and Liquidation Clauses of Members**

1. During the membership validity period, Party A may submit a written application to Party B to withdraw from the membership seven working days in advance and provide an explanation to Party B for the withdrawal, including whether there are any outstanding debts. Party B shall review and confirm the application within five working days after receipt. If Party B consents to Party A's withdrawal, Party B shall make a public

announcement on the WLA website, which will be posted for three working days. After the expiration of the publicity period, Party B reserves the right to delete all account information related to Party A on the website.

2. During the membership validity period, if Party A fails to comply with relevant agreements outlined herein or with the terms published on the WLA website, thereby causing damage to the rights and interests of other members or Party B, Party B shall reserve the right to send a written notice to Party A regarding the cancellation of membership at least three working days in advance and publish this notice on the WLA website for three working days. Party A will officially withdraw from membership after the expiration of the publicity period.

3. Under any circumstances, whether Party A withdraws from membership voluntarily or is withdrawn passively within the validity period of the membership, Party B shall reserve the right to not return the membership fees paid by Party A. After withdrawing from Party B's membership, Party A must not engage in any relevant activities in the name of Party B's membership without authorization. Otherwise, Party B shall be entitled to hold Party A accountable for all responsibilities. This clause shall remain in effect even after the termination of this Agreement.

4. Under any circumstances, Party A shall bear all responsibilities related to the rights and obligations arising from business with other members during the term of membership. The termination of this Agreement due to withdraw Party A shall not relieve Party A from the responsibility for any losses incurred by other members.

5. Under any circumstances, Party A shall protect Party B's reputation and shall not publicly denigrate or slander Party B. Otherwise, Party B shall be entitled to hold Party A accountable for all related responsibilities. This clause shall remain in effect even after the termination of this Agreement.

6. Party B shall publicize matters related to the withdrawal application of other members on its website. If Party A has business dealings with the member applying for withdrawal, they shall promptly confirm relevant invoices within the publicity period as part of their own responsibility to mitigate transaction risks.

#### **IV. Confidentiality**

1. Without the written consent of Party B, Party A shall not disclose, copy, save or use the confidential information for activities unrelated to this agreement, nor shall they use the aforementioned confidential information for profit. Confidential Information refers to Party B's technology, technical achievements, pricing and business information, technical information, user-related data, and other data information known to or received by Party A in accordance with the Contract and any supplementary agreements concluded between Party A and Party B, regardless the manner or means by which such information is provided to Party A.

2. Party A, its employees, and other personnel who have access to Party B's confidential information, shall assume the obligation of confidentiality. Party A shall be liable for any breach of contract and shall compensate for losses caused to Party B in the event that confidential information is disclosed due to the actions or responsibility of Party A, its agents, or employees.

3. The period of confidentiality shall continue until the Confidential Information enters the public domain, and the validity of such period shall not be affected by the termination of the Partnership or the expiration or

termination of any other term.

## **V. Governing Law and Dispute Resolution**

1. This Agreement is governed by the laws and relevant regulations of the United States

2. All disputes arising between both parties shall be initially settled through friendly negotiation. If friendly negotiation fails to resolve the dispute, either party shall have the right to submit the dispute to the People's Court, where Party B is located, for litigation. The losing party shall bear the legal fees, attorney fees, notarization fees, etc. arising from the claim of rights.

## **VI. Other**

1. This Agreement shall be made in duplicate, one copy for each party. This Agreement shall come into force upon signature and seal by both parties hereto and shall remain in force for a period of year. After the expiration hereof, this Agreement shall be automatically renewed if both parties have no objection.

2. English versions of this Agreement shall have legal effect. In the case of discrepancy between the Chinese and English versions, the Chinese version shall prevail.