

LEGEND LOGISTICS NETWORK

RULES HANDBOOK

Legend Logistics Network Pte Ltd

111 North Bridge Road
#05-32, Peninsula Plaza
Singapore 179098

CONTENT PAGE



Content	Page
About Us	1
1. Membership Fee	2
2. The Growth and Development of LLN	2
3. The Core Value, Vision and Purpose of LLN	3
4. Execution of Core Value, Vision and Purpose	4
5. The Annual Conference	4
6. The Benefits and Privileges of Members of LLN	5
7. Admission as a Member	5
8. Obligations of Members	6
9. The Management Structure of LLN	7
10. The Financial Means of LLN/ Fee Structure	7
11. Termination of Membership	10
12. Debts and Liabilities of Members in LLN	12
13. General Provisions	12
14. Force Majeure	13

ABOUT US



Legend Logistics Network (LLN) was created out of Singapore, the logistics hub of South East Asia.

Legend Logistics Network (LLN) is proud to have Members as a network of highly regarded professionals from the freight-forwarding industry and companies from various scales of businesses in the sophisticated freight-forwarding industry. Logistics (comprising of air, sea, land transportation and 3 P/L) has the potential for sizeable growth yearly.

We at Legend Logistics Network (LLN) do not believe in an over-crowded network where there is no focus and that is why our policy is to have 4 members from each country except the USA, China and India which will have 8 members per country.

Legend Logistics Network (LLN) therefore places significant networking to fully take advantage of this growth. Members will benefit with the increase volumes and more transactions by simply joining Legend Logistics Network (LLN) and transact with one another. In which we can offer a full range of business opportunities to members to better serve their needs and more importantly, their bottom line. Members will also have the opportunity to do **DDU/ DDP** or **DAP** (Delivery at your place) shipments among yourselves within the protection of Trust fund.

Being part of this logistics network, offers you a unique opportunity to get to know our members personally and bringing business opportunities and contracts throughout the world to you. An annual conference will also be held purely for members of the network so that all members of the network can get to know one another.

Legend Logistics Network (LLN) serves as a crucial link to the world for your company. To this end, your alliance with Legend Logistics Network (LLN) provides you with reputable logistics companies in the region and beyond.

1. MEMBERSHIP FEE



- 1.1 Membership fee and trust fund contribution is billed annually.
- 1.2 Members who pay towards the Trust Fund fee will only be covered against any liabilities and it is a must that all members contribute in the trust fund every year.

Fee Structure

Purpose	Amount/ Year for Head Office and all branch offices within same country that of Head Office	Amount/ Year for Branch Offices located outside country that of Head Office
Annual Membership Fee	USD 750.00	USD 375.00
Trust Fund	USD 500.00	USD 250.00
Bank Fee	USD 50.00	USD 50.00
Total	USD 1300.00	USD 675.00

To know more about our membership fee and trust fund, please refer to point 10, ‘**The Financial Means of LLN/ Fee Structure**’ of LLN rules.

- 1.3 To claim for any liabilities within the network, both members have to be under the trust fund coverage. Here, both member whose payment effected and member whose holding payment has to be trust fund to get coverage against any liabilities.

2. GROWTH AND DEVELOPMENT OF LLN



- 2.1 LLN has evolved from being a regional to an international platform in the freight-forwarding industry since its inception, covering (5) continents through its perpetual recruitment of members.
- 2.2 LLN serves to promote its network development in the freight-forwarding industry by inviting you to be a LLN representative in your country.

- 2.3 LLN welcomes newly established as well as long-established businesses in the freight-forwarding industry from all around the world.
- 2.4 Opportunities for members can be found within the LLN network itself in light of a wide-ranging web of services members provide.
- 2.5 With our motto, 'Every dollar you save is a dollar you make!', LLN looks forward to your joining of LLN as a member to drive towards the same commercial objective and provide a network for members.

3. CORE VALUE, VISION AND PURPOSE OF LLN



- 3.1 LLN and its members shall strive to develop, foster and broaden regional and international contacts for the betterment of the freight-forwarding industry within LLN.
- 3.2 LLN and its members shall aim to establish a strong, cooperative spirit between members.
- 3.3 LLN and its members shall work towards the promotion of corporate social responsibility between members as they play a vital role in complying with the laws, rules and regulations, protocols, standards and the like of the freight-forwarding industry. For instance, members are to act in accordance with The Singapore Logistics Associates ('SLA') Standard Trading Conditions at all times and/ or any other rules or regulations similar to SLA or otherwise that applies to the member of the particular country the member is from.
- 3.4 LLN and its members shall cooperate and assist in the recruiting of new members within the freight-forwarding industry.
- 3.5 LLN and its members shall envision building closer ties and deeper relationships between members, which is in line with placing every member's interests and welfare at heart.
- 3.6 LLN and its members shall strive to provide business opportunities, if any.

- 3.7 LLN and its members shall seek to ensure that members provides, as well as are provided with, good service in respect of freight-forwarding services. This shall be the norm that members shall strive towards.
- 3.8 LLN and its members shall seek to protect and boost the reputation of LLN and its members.
- 3.9 LLN and its members shall seek to improve the service standards while doing business with one another.

4. EXECUTION OF CORE VALUE, VISION AND PURPOSE OF LLN



- 4.1 LLN shall conduct itself in line with the core values, purposes and vision at all times and in addition, organizes an annual conference to offer and provide an avenue for members to promote their services.

5. THE ANNUAL CONFERENCE



- 5.1 The Annual Conference is an important aspect of experiencing the best of what LLN provides. The Annual Conference shall be held once a year. The venue of the Annual Conference may be the same or is subject to change each year.
- 5.2 LLN strongly encourages each and every member to attend the Annual Conference.
- 5.3 Members may send a representative or representatives (which may be by registering proxy or proxies) of their company or companies to attend the Annual Conference.
- 5.4 The Annual Conference provides an avenue of convenience and opportunity for members to meet one another to improve, magnify and better understand the scope of services that the other members provide in the freight-forwarding industry.

- 5.5 The Annual Conference serves as a one-stop access to all LLN members to discuss potential business opportunities. It is also a cost effective way of promoting and seeking businesses to and/or from one another. Members may also make a presentation on specific topics for the interest of LLN members.

6. BENEFITS AND PRIVILEGES OF MEMBERS OF LLN



- 6.1 Members will be part of an international freight-forwarding network that provides business opportunities through an integrated network and a more personal touch at the Annual Conference.
- 6.2 Members will have easy access to the contact details of other members by logging into LLN website (www.legendlogisticsnetwork.com). The register of members will provide relevant details and contacts of the names of every member in the specific country of choice.
- 6.3 An intranet and/ or password enabled platform exclusively for LLN members where members may share their views, opinions, suggestions and feedback as well as seek answers to their queries from other members.
- 6.4 Members will have financial security which leads to a peace of mind when doing businesses with fellow members. LLN has set up a trust fund for members to utilize in the event of non-payment of members invoices by another member.

7. ADMISSION AS MEMBER



- 7.1 LLN welcomes everyone. Members who already have a membership(s) with other networks shall still qualify to be a member of LLN.
- 7.2 Recruitment of members in LLN is restricted to 3 to 4 members per country. An exception of 6 to 7 members per country applies to bigger countries like China, India and the United States of America.

- 7.3 The application form (See Annex 1) and the acknowledgement form (See Annex 2) shall be read, understood and completed by potential members. Members shall be provided with a copy of these Rules and Code of Business Ethics and Conduct ('Code) of Legend Logistics Network.
- 7.4 Members are encouraged to list down the certifications and/ or licenses that they hold so as to promote their accreditations and expertise within LLN and to its members.
- 7.5 Potential members shall make all the relevant payments necessary before they are admitted as members of LLN (See point 10, 'The Financial Means of LLN/ Fee Structure' and the contents therein).
- 7.6 Upon successful receipt of the Application/ Acknowledgement forms and the relevant payments, members will be bound by these Rules and the Code.

8. OBLIGATIONS OF MEMBERS



- 8.1 Members shall obey and abide by the Code and these Rules.
- 8.2 Members shall make payment towards the membership fee and trust fund promptly each calendar year without delay when the member's annual renewal fees are due.
- 8.3 Members are all encouraged to attend the Annual Conference.
- 8.4 Members shall treat each member with respect and dignity.
- 8.5 Members shall assist other members with any queries they may have even if no business transaction takes place.
- 8.6 Members shall update LLN of their contact details if there are any changes so that the Register is updated and current.

9. MANAGEMENT STRUCTURE OF LLN



9.1 Flowchart of the Management of LLN is attached at Annex 3

9.2 The Management shall comprise:

9.2.1 The Council

9.3 The Council

9.3.1 The Council shall have the authority to exercise all powers in LLN. The Council shall be responsible for the overall control, direction, administration, operation and supervision of LLN.

9.3.2 The Council shall comprise at least three (3) members, namely: - The President and two (2) Vice-Presidents.

9.3.3 The 1st Vice President shall be the one in power and executes the responsibilities of the President in the event that the President is unable to do so for whatever reasons.

9.3.4 The Council shall work in the best interest of LLN and its members within its financial means (Refer to point 10, 'The Financial Means of LLN/ Fee Structure' and the contents therein).

9.3.5 The Council shall be at liberty to refuse potential members' application, and are not required to provide any explanation.

10. FINANCIAL MEANS OF LLN/ FEE STRUCTURE



10.1 LLN financial viability will be primarily funded by the Membership Fee paid by members annually. Trust Fund does not form any part of LLN's financial viability and will be treated separately.

10.2 Membership Fee and Trust Fund

Fee Structure

Purpose	Amount/ Year for Head Office and all branch offices within same country that of Head Office	Amount/ Year for Branch Offices located outside country that of Head Office
Annual Membership Fee	USD 750.00	USD 375.00
Trust Fund	USD 500.00	USD 250.00
Bank Fee	USD 50.00	USD 50.00
Total	USD 1300.00	USD 675.00

10.3 Membership Fees

10.3.1 Membership Fee is charged annually and we will be valid through 1 year from the date of joining to the same date of next year

10.3.2 A reminder to make payment of the Membership Fees and Trust Fund shall be sent by LLN annually. Members are advised to make prompt payments when due.

10.4 Trust Fund

10.4.1 Members will have a financial security plan, similar to that of a trust fund, which guarantees members payment for freight forwarding transaction between members. Trust Fund is for the exclusive use between LLN members only. No coverage is provided for transactions which involve non-members of LLN.

10.4.2 Members who find themselves in dispute(s) over non-payment by another member may apply to LLN for mediation.

10.4.3 Members are obliged to contribute to the Trust Fund annually. Trust Fund contribution has to be made by all members, including the ones referred to in point 2 of 'The Financial Means of LLN/ Fee Structure'; 'Membership Fees and Trust Fund'.

- 10.4.4 Trust Fund is set up as a reserve for the members to utilize in the event members encounter the non-payment with another member. Trust Fund serves as a form of compensation for the aggrieved party.
- 10.4.5 At the end of every three (3) years, members who stay and/ or remain members for the entire period without interruption will be eligible for the refund on their contribution but less the liabilities or claims among the members.
- 10.4.6 As members, the minimum sum claimable under the Trust Fund shall be USD \$1,000 up to a maximum sum of USD \$20,000 per claim. Trust Fund has a 'deductible' feature. A 'deductible' is the minimum claimable sum before a member can file a claim under Trust Fund.
- 10.4.7 The monies held under Trust Fund are limited to what is available for members to use. In the event that the monies held under Trust Fund are fully utilized, then, there will be no further amount available for the members. The Trust Fund being the trust fund for members is limited to the amount available.
- 10.4.8 Members shall apply to LLN for mediation during which their matters will be heard by the President and two (2) Vice Presidents to determine the outcome of the dispute. The Council will act independently and their decision on the outcome of the dispute is final.
- 10.4.9 In the event LLN is not able to resolve the dispute amicably between members, the Council will use its discretion to either dispense with the mediation and/ or suggest to the parties that they find an alternative method of resolution.
- 10.4.10 Members are to note that the intention of the LLN is to facilitate and provide an amicable and effective resolution between members.
- 10.4.11 The resolution of the dispute between parties shall be dealt with in strict confidence and documents or any form of materials used during the course of the resolution shall be treated with strict confidentiality.

- 10.4.12 Mediation may be in the form of video-conferencing, correspondence (which includes facsimile, electronic mails and letters). LLN may require parties to provide documents for review in relation to the mediation.
- 10.4.13 Credit Term among members varies from 30 to 45 days. If any invoice exceeds 60 days, please notify LLN immediately for further follow up on your behalf.
- 10.4.14 All claims made by members must be filed within ninety (90) days from the date of invoice.
- 10.4.15 No claims shall be accepted by LLN if the invoice is less than sixty (60) days old.
- 10.5.16 All payout from the 'Trust Fund' for dispute cases/ claims will be made known to all members.

11. TERMINATION OF MEMBERSHIP



- 11.1 Without limiting the generality of any other clause in these Rules, LLN may terminate a member from LLN or an order, in whole or in part, immediately by notice in writing if;
- 11.1.1 The member (including any branch or subsidiary of the member) is in breach of any term of these rules and/ or code and such breach is not remedied within thirty (30) days of notification by LLN;
- 11.2 The member becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration:
- 11.3 The member ceases or threatens to cease conducting its business in the normal manner.
- 11.4 If notice is given to the member pursuant to sub clause 1 above, LLN may, in addition to terminating the Agreement;
- 11.4.1 Retain any money paid by the member;

- 11.4.2 Be regarded as discharged from any further obligations
- 11.5 In addition, members are prohibited from setting up a network with the same objectives as LLN whilst being members of LLN. LLN shall terminate members who breach this clause.
- 11.6 Any member may terminate their membership by giving a 4 weeks' notice (hereinafter referred to as 'Termination Notice') to LLN in writing via letter or electronic mail. The Termination Notice shall be signed and dated.
- 11.7 An acknowledgement by LLN shall be issued to the member within 4 weeks of receipt of the Termination Notice. The name of the member shall be removed from the register.
- 11.8 Resigning member will have to settle all outstanding invoices owed to our existing members, similarly any outstanding amount owed to the resigning member have to be settled by LLN member without any delay.
- 11.9 Members are advised that neither the membership fees nor the payment towards Trust Fund will be refunded for the year in which termination takes effect.
- 11.10 The member may be terminated by the Council in the event that membership fees or Trust Fund contributions remain unsettled after three (3) reminders are sent to the member.
- 11.11 Members who voluntarily withdraw, automatically terminated and/ or terminated by LLN shall refrain from using LLN's Logo.

12. DEBTS AND LIABILITIES OF MEMBERS IN LLN



- 12.1 LLN shall not be liable for any debts and/ or any liabilities that members of LLN incur or accrue in the course of their business transaction with one another.
- 12.2 LLN shall not be liable for any loss of profits that members suffer or any special, incidental or consequential damages arising out of or in connection with/ or as a results of any business transaction with one another.
- 12.3 In no event shall LLN be responsible in any form of compensation to members from any claim or demand, which includes attorneys' fees or proceedings costs, which members of LLN may seek for whatever reason.
- 12.4 Members acknowledge that to the extent that LLN has made any representations which may or may not have been otherwise expressly represented by LLN and/ or as stated in these Rules and/ or the Code, members have been provided with an opportunity to independently verify the accuracy of these representations that members obtained and/ or utilized through LLN.

13. GENERAL PROVISIONS



13.1 Notices

- 13.1.1 Any notice required to be given by either LLN or the member shall be in writing and shall be served by sending registered post or facsimile to LLN's registered address as stated above or to the member address as registered with LLN.
- 13.1.2 Any notice shall be deemed to have been served if sent through the post within one (1) week after the time of dispatch and if sent by facsimile at the time of transmission and in proving service it shall be sufficient to prove such facsimile was duly dispatched to a current telecopy number of the addressee for the said address of service

13.2 Governing Law

- 13.2.1 The Code and these Rules shall be governed by the laws of the Republic of Singapore.
- 13.2.2 In the event that the Code and these Rules contradict one another, these Rules shall prevail between them.
- 13.2.3 These Rules and Code shall be binding on all members of LLN who have attested and declared their acknowledgement to abide by these Rules and Code at all times by signing on the Application Form as well as the Acknowledgement Form at the time of application as a member of LLN.
- 13.2.4 The Rules and Code are non-exhaustive and are subject to change at regular intervals. LLN will serve notice of any change to the Rules and/ or Code on members via letters and/ or electronic mails and/ or bulletins on its website. Members are advised to regularly visit LLN's website at www.legendlogisticsnetwork.com to keep track of any changes to the said documents.

14. FORCE MAJEURE



- 14.1 Neither the member nor LLN will be liable for any delay or failure to perform its obligations pursuant these rules if such delay is due to Force Majeure.
- 14.2 If a delay of failure of a member to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

'Force Majeure' means a circumstance beyond the reasonable control of LLN Management and its members which results being unable to observe or perform on time an obligation under these Rules. Such circumstance shall include but shall not be limited to:

- (a) Acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;

Rules of Legend Logistics Network

- (b) Acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and

- (c) Strikes

If you have any further queries with regards to rules, please feel free to drop us an email at info@legendlogisticsnetwork.com