

## UNLOCK THE POWER OF COLLABORATION

Magnet Tech Logistics Hub: Where transparency reigns. No hidden agendas, just clear collaboration.



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39th Mohammed El Maqrif St., Cairo, Egypt



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## Membership Contract

This Membership contract ("Contract") sets forth the terms and conditions governing the relationship between Magnet Event Management Company LLC with its trade name Magnet Tech Logistics Hub ("Magnet" or "Magnet Tech Logistics Hub"), headquartered at 39th Mohammed El Maqrif St., Cairo, Arab Republic of Egypt, and the registered company, hereinafter referred to as the "Member."

### Article 1. Company Details

Magnet Event Management Company LLC operates internationally with its primary headquarters situated in 39th Mohammed El Maqrif St., Cairo, Arab Republic of Egypt, and an additional branch located in Dubai, UAE, at Office M King of Persia Abdullah Al Marzouqi – Al Souq Al Kabir – Deira.

### Article 2. Definitions

2.1 The term "Network or Hub" refers to Magnet Event Management Company LLC.

2.2. The term "Members" encompasses freight forwarding companies, including NVOCCs, Project Cargo Forwarding, Air Freight Forwarding, Ocean Freight Forwarding, Road Freight Forwarding, Rail Freight Forwarding, Intermodal Freight Forwarding, Specialized Freight Forwarding, Cold Chain Logistics, Reverse Logistics, Multimodal Freight Forwarding, Warehousing & Distribution, Customs Brokerage, and similar entities that have joined the membership of the network.

### Article 3. Language:

The official language for all communication within the Magnet Tech Logistics Hub (hereinafter referred to as "Hub") and its members is English. All contracts, agreements, communications, and notices shall be made in English.

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## Article 4. Aim:

The Hub is dedicated to:

- 4.1 Developing the field of international shipping and logistics: by fostering innovation, collaboration, and knowledge sharing among members.
- 4.2 Enhancing and enriching the interests of the members: by promoting cooperation, ethical conduct, and mutually beneficial partnerships within the global logistics community.

## Article 5. Magnet Tech Code of Cooperation:

The Magnet Tech Logistics Hub (Hub) fosters a collaborative environment where members can connect, share knowledge, and achieve mutual success. This Code of Cooperation outlines the shared values and principles that guide membership conduct and interactions within the Hub.

## Core Values:

- Collaboration: Actively engage in building relationships, sharing knowledge, and supporting fellow members for collective growth within the Hub community.
- Transparency: Communicate openly and honestly, ensuring clear and accurate information exchange within the network, fostering trust and mutual understanding.
- Mutual Respect: All members and the Hub acknowledge and respect each other's interests and reputation, recognizing the importance of a collaborative and supportive environment.
- Equality and Fairness: All members possess equal rights and obligations, ensuring fair and transparent interactions within the Hub, fostering a level playing field and promoting the success of all members.
- Professionalism and Integrity: Members are expected to conduct themselves with the highest standards of professionalism, integrity, and ethical behavior in all dealings with the Hub, other members, and Magnet Marketplace, upholding the values of the community.
- Active Participation and Communication: Timely and transparent communication is essential. Members are expected to respond to inquiries and requests from the Hub and other members within 24 hours, facilitating efficient and effective communication within the network.

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- Reliable and Quality Services: Members commit to providing exceptional, professional services to other members at competitive rates, adhering to the Most Favored Forwarder principle and consistently delivering value to the Hub community.
- Zero Tolerance for Delays and Liabilities: Members are solely responsible for the services they offer, including any delays or liabilities arising from their actions. Failure to meet acceptable service standards or causing delays and liabilities to other members will not be tolerated, as it directly impacts the quality and integrity of the platform.
- Accurate Information and Documentation: It is the sole responsibility of each member to provide accurate and up-to-date information and legal documents throughout their membership term. Any misleading or false information submitted may result in membership revision, suspension, or termination, as it undermines trust and transparency within the Hub.
- Clean Global Reputation: By joining the Hub, each member certifies that their company is not blacklisted by any recognized authority and has no unresolved global disputes with any freight forwarder. Any violation of this clause will lead to immediate suspension or termination of membership, as it is essential to maintain the integrity and trustworthiness of the Hub network.
- Notification of Local Rates: Members are highly recommended to provide the Magnet Members' Relations Dep. with a list of all current local charges for shipments. These rates are shared among members for reference in preparing quotations.
- Members are encouraged to send news items to the Magnet Members' Relations Dep. Editor for publication and campaign circulations.

## Member Expectations:

- Compliance: Adhere to the terms and conditions outlined in the Hub's official documents, including the Membership Agreement and this Code of Cooperation.
- Respectful Communication: Engage in respectful and professional communication with all members, fostering a positive and inclusive environment.
- Active Participation: Contribute actively to the Hub's growth by attending events, sharing knowledge, and engaging in collaborative initiatives.

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- Ethical Conduct: Uphold ethical business practices that demonstrate integrity, honesty, and fairness in all dealings within the network and beyond.
- Commitment to Continuous Development: Strive for continuous improvement in individual and business practices, benefiting both the member and the overall Hub community.

## **Cargo Request Conduct:**

- Fair and Open Access: Members should ensure fair and open access to cargo request opportunities within the Hub platform. This means avoiding exclusive arrangements with specific members or engaging in any practices that limit other members' ability to participate equitably.
- Transparency and Accuracy: Members initiating cargo requests are responsible for providing accurate, transparent, and complete information about their cargo needs.
- Responsible Negotiation: Members are encouraged to negotiate cargo rates and terms in good faith, respecting fair market prices and avoiding any manipulative or exploitative practices. This includes adhering to the established 50/50 commission split between requesting and fulfilling members for all successful cargo requests facilitated through the Hub platform.
- Timely Communication: Members who receive cargo requests are expected to respond promptly and provide clear communication regarding their ability to fulfill the request. This includes notifying the requesting member of acceptance or rejection, and any potential delays or changes.
- Professional Dispute Resolution: The Code can encourage members to resolve any disputes related to cargo requests through appropriate channels, such as mediation or arbitration, before resorting to external legal action. This promotes a professional and collaborative approach to conflict resolution within the Hub community.

## **Article 6. Membership:**

- Application and Acceptance: Companies meeting the Hub's criteria can submit an application form. The Hub's selection committee will evaluate applications by a maximum of 2 working days of submission. Upon acceptance, the company becomes a member upon receipt of the USD 900 annual subscription fee, unless advised promotional incentive by the Membership Growth and Promo Team

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- Benefits and Obligations: Members gain immediate access to the Hub's directory and network, including exclusive benefits like Magnet Money Maker program, marketing support, and participation in annual conferences. Members are obligated to uphold the Code of Cooperation, actively participate in network activities, and maintain their specialization and positive reputation.
- New Member Introduction: The Hub will promptly introduce new members to the existing network via email, WhatsApp., and all other communications funnels fostering connections and collaboration opportunities.

## Article 7: Membership Renewal and Termination

### 7.1 Renewal:

- Non-Automatic Renewal: Membership does not automatically renew annually. The Hub will send an email reminder to the member one (1) month prior to the membership renewal date.
- Renewal Fee: The renewal fee shall be the same as the fee paid during the initial year of membership or may be increased by a maximum of ten percent (10%). The Hub will clearly communicate any renewal fee increases within the renewal reminder email.
- Payment Due Date: To maintain uninterrupted membership benefits, the member must pay the renewal fee no later than fifteen (15) days before the membership renewal date.

### 7.2 Termination by the member:

- Member-Initiated Termination: A member may choose to terminate their membership at any time by providing the Hub with written notice at least three (3) months prior to the desired termination date.

## Article 8: Suspension/Cancellation

The Hub retains the authority to suspend or cancel membership, with or without prior notice, under the following circumstances:

- 8.1. Consistent failure to provide satisfactory service to other members, as determined by the Hub based on objective criteria and substantiated evidence.

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8.2. Unjustified and prolonged conflict with other members, surpassing efforts at amicable resolution through the Hub's mediation services.

8.3. Repeated violation of the Code of Cooperation, disregarding warnings and failing to take corrective measures.

8.4. Submission of deceptive information or falsified documents during the application process or throughout the membership tenure. e. Identification of blacklisting by any recognized authority or unresolved global disputes emerging during the membership duration.

8.5. Enforcement and Membership Continuation:

8.5.1. Non-Renewal: The Hub reserves the prerogative to reject membership renewal for any member exhibiting consistent non-compliance with the principles outlined in this Code of Cooperation, emphasizing the requirement for active participation.

8.5.2. Disciplinary Action: The Hub may undertake appropriate disciplinary measures, including suspension or termination of membership, in cases where a member contravenes the provisions of this Code of Cooperation or engages in conduct perceived as harmful or detrimental to the Hub or its fellow members regarding liability and outstanding invoices.

Suspension or cancellation will only occur after careful consideration, involving evidence review, discussions with the involved parties, and a formal warning issued before final action.

## 8.6. Consequences of Termination:

Upon termination of membership, regardless of the initiating party, the following will occur:

- The member will no longer be eligible to access any member benefits or participate in network activities.

- Any outstanding fees owed by the member to the Hub or its members must be settled before the termination is considered complete.

- In the event of membership termination initiated by the member and in good standing (meaning no breaches of the Code of Cooperation), any earned Cash Back from the Magnet Money Maker (MMM) program shall be paid to the member within 90 working days of the termination date. The member may choose to receive the Cash Back:

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- In cash: Paid as wire transfer to the bank account designated by the member.
  - As Magnet services: Used towards services offered by the Hub, with a value equivalent to the Cash Back amount.
- The Hub reserves the right to pursue legal action against the member for any breaches of this Agreement or the Code of Cooperation that occur prior to or after termination.

## Article 9. Financial Protection:

The Hub offers registered member HQ and branches (Branches on additional cost for USD 250 per each) financial protection against shipping commission losses (not shipment value) up to a maximum of USD 20,000 annually. This protection applies solely to registered HQs and branches and it is a separate program with its own set of terms and conditions, available on the Hub's website. It is crucial to note that the Hub does not assume any responsibility for the value of the shipment itself.

## Article 10: Cargo Requests and Communication

Magnet Tech Logistics Hub (Hub) prioritizes transparency and fosters collaborative communication within its network. To achieve this, the following requirements apply to all cargo requests sent or received by members:

- Mandatory Inclusion: Every cargo request, regardless of direction (sent or received by the member), must include the email address [members.relations@m-ln.com](mailto:members.relations@m-ln.com) in the communication.
- Hub Review and Monitoring: Including this email address allows the Hub to review the request. This review process serves three purposes:
  - Ensuring Transparency: The Hub verifies that the request adheres to the Code of Cooperation and promotes fair and ethical interactions among members.
  - Monitoring Member Activity: Reviewing cargo requests allows the Hub to assess member activity levels, responsiveness, and collaborative approaches. This information helps the Hub better understand member performance and identify areas for improvement within the network.

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- Offering Optional Follow-up Support: If a member accepts the cargo request, the Hub may, upon the member's consent, assist with follow-up activities to save the member time and resources on routine tasks. This assistance is entirely optional, and the member ultimately retains full responsibility for managing the cargo request.
- Including the members.relations@m-ln.com email address in all cargo requests remains mandatory, even if the member chooses independent management. This enables the Hub to fulfill its monitoring and assessment responsibilities, promoting transparency and fostering a collaborative environment within the network.

## 11. Advertising, Publicity, and Marketing:

The Hub is committed to supporting its members' growth and success. Therefore, the Hub:

- Conducts effective advertising campaigns aligned with members' interests, promoting the Hub and its members to a wider audience.
- Offers tailored business support services, including assistance with marketing campaign design and development.
- Provides access to a dedicated member platform for information sharing, communication, and resource access.

The Hub is committed to actively promoting its members through diverse marketing channels, including online campaigns, offline events, and the annual conference. Our goal is to increase visibility and generate leads for all members. We'll leverage content from your company website as the primary source for marketing materials unless you provide us with specific alternative content. We encourage you to submit additional materials that highlight your unique services and strengths.

## 12. Performance Development:

The Hub is dedicated to continuous improvement and strives to provide the best possible experience for its members. To achieve this, the Hub considers suggestions and feedback from its members and advisory committees. This valuable input informs policy and methodology adjustments, ultimately leading to a more effective and member-centric Hub.

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## 13. Magnet Meetings:

The Hub fosters collaboration and knowledge sharing through annual conferences. These events offer members the opportunity to:

- Network with fellow members: Build strong business relationships and explore collaboration opportunities.
- Learn from industry experts: Gain valuable insights through informative presentations and discussions on relevant topics.
- Stay informed: Stay updated on global trends and market developments affecting the logistics industry.
- Contribute to the network: Share your expertise and engage in discussions to help shape the Hub's future direction.

The Hub prioritizes offering affordable participation fees for members to attend these valuable conferences. Additionally, conveniently located 5-star hotels are chosen to enhance the overall experience.

While attendance is not mandatory, active participation in the network is essential. We strongly encourage all members to attend these annual conferences whenever possible. Regular participation demonstrates your commitment to collaboration, contributes to the network's growth, and allows you to fully benefit from the unique opportunities offered by these events.

The Hub may review the membership status of companies that consistently fail to attend five consecutive annual meetings without a valid reason. This review serves to assess active engagement within the network and ensures continued fulfillment of the mutual benefits associated with membership.

## 14. Magnet Money Maker (3M):

The Magnet Tech Logistics Hub (hereinafter referred to as "Hub") offers the Magnet Money Maker (3M) program, a cash-back reward program designed to incentivize member engagement and collaboration within the Hub network.

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## 14.1 Earning Rewards:

Members can earn cash-back rewards through specific activities within the Hub network:

- Cargo Requests: Successfully completing a cargo request within the Hub network earns the member USD 25 (with no limit on the number of requests completed).
- Member Referrals: Successfully referring new member/s who joins the Hub will earn the referring member USD 100 per each.

## 3. Payment and Delivery:

- Timing: Earned cash-back rewards will be automatically deducted from the member's renewal invoice within 60 business days before the next invoice date.
- Member Responsibility: Members are solely responsible for ensuring the accuracy and completeness of all cargo requests information they initiate with other members and the referrals they provide to the Hub. The information should be sent to [members.relations@m-ln.com](mailto:members.relations@m-ln.com) and [cc.accounting@m-ln.com](mailto:cc.accounting@m-ln.com)
- Alternative Payment Methods: If the accumulated rewards are insufficient to cover the full renewal invoice amount, or any chosen service members are responsible for settling the remaining balance through alternative payment methods.

## 4. Program Updates and Amendments:

The Hub reserves the right to modify the MMM program, including reward amounts, earning activities, and payment procedures, at its sole discretion. Any changes will be communicated to members through official channels such as email and the Hub website.

## 5. Program Termination:

The Hub may terminate the MMM program at any time by providing prior written notice to members through official channels. In the event of termination, members will be granted a designated period to complete eligible cargo requests or refer new members to earn rewards before the program ceases to operate. Earned but unpaid rewards will be paid to members within 60 business days of the program termination date.

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## 15. Representation:

To optimize global and regional connectivity and support, the Hub strives to appoint one member per port type within each country, excluding large countries with several major ports. This selection adheres to rigorous criteria and is subject to review based on the collective feedback received through written surveys, ensuring alignment with the best interests of our members.

## 16. Dealing Regulations:

The Hub is dedicated to providing exceptional service and support to its members. Therefore, the Hub ensures:

- 24/7 Support: The Hub's dedicated team is available 24 hours a day, 7 days a week to respond to inquiries, requests, and emergencies. Members can reach the Hub through various channels, including email, phone, WhatsApp, online chat and all communication funnels mentioned on the members' corner.
- Transparent Communication: The Hub prioritizes clear and transparent communication with its members. All official communication will be sent via email to the registered email address provided by the member. Members are encouraged to use the [members.relations@m-ln.com](mailto:members.relations@m-ln.com) email address for all communication related to cargo requests and member-to-member interactions.
- High-Quality Services: The Hub is committed to offering a comprehensive suite of services that meet the highest quality standards when it comes to partnerships fostering, technology, and membership enhancing and all other services. These services are meticulously outlined on the Hub's website and continuously reviewed and enhanced to ensure their relevance.
- Cargo Request Performance Recognition: Each month, the Hub's system will automatically calculate the number of cargo requests initiated by each member. Prior to each Magnet Meeting, the top-performing members in cargo request volume will receive special recognition and rewards. This initiative further incentivizes member engagement and fosters healthy competition within the network.

## 17. Dispute Resolution:

The Hub encourages peaceful and amicable resolution of any disputes or disagreements arising between members. In the event of a conflict, the Hub offers mediation services to facilitate communication and find a mutually agreeable solution.

However, if the dispute cannot be resolved through mediation, the parties agree to settle the dispute through binding arbitration conducted in accordance with the rules of the Magnet Membership Compliance and Legal Committee. The decision of the arbitrators shall be final and binding on all parties involved.

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## 18. Governing Law and Jurisdiction:

18.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Arab Republic of Egypt, to the exclusion of any other jurisdiction.

18.2. Jurisdiction: Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the Arab Republic of Egypt. The initiation of any such legal action, suit, or proceeding shall require prior written confirmation from the Hub.

## 19. Entire Agreement and Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Any amendment to this Agreement must be made in writing and signed by both parties.

## 20. Waiver:

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default.

## 22. Force Majeure:

Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strikes, or natural disasters.

By becoming a member of the Hub and participating in all above-mentioned articles and programs inclusive of Magnet Meeting, members acknowledge and agree to be bound by the terms and conditions outlined in this document and any future updates communicated by the Hub.

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