

CUSTOMS BROKER SERVICES CONTRACT

Phone: () _____

Fax: () _____

1 Tax Identification number: _____

2 Check box: Partnership Corporation Limited Liability Company Individual Sole Proprietorship

This CUSTOMS BROKER CONTRACT (the "CONTRACT") is entered into by

3 _____, the importer of record and/or principal party in interest ("Customer" or "Grantor"), and T. Customs Broker, Inc., a customs broker, its employees, subsidiaries, related companies, authorized agents and/or representatives (collectively, "Company," or "Grantee"). All services that the Company provides are subject to the terms of Company's Customer Information Sheet, invoice, quotes, and Terms and Conditions of Service, all of which are incorporated herein by reference.¹ The Terms and Conditions of Service are posted on the Internet at www.tcustoms.com. This CONTRACT is a legally binding contract between Company and Customer.

SCOPE OF SERVICES

Company, as a customs broker, shall perform U.S. Customs and Border Protection ("CBP") broker services on behalf of Customer as the importer of record, and shall file CBP entries and related data and documents with government agencies on behalf of Customer based on the information, data, and documents that the Customer shall provide. CBP requires Customer to exercise reasonable care. See 19 C.F.R. section 141. CBP recommends that Customer obtain a binding ruling concerning classification, valuation, or any scheme that Customer may propose or utilize to avoid, reduce, or defer duties and/or taxes. Upon written request, Company can provide entry and/or shipment audits and/or consulting services based on a quoted fee. Customer should review www.cbp.gov for additional information on informed compliance and the exercise of reasonable care. Company is not an attorney and does not provide legal advice.

CBP POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Grantor is an entity presently living or doing business at 4 _____ under the laws of the State of 5 _____ and hereby constitutes, appoints, and authorizes the Grantee to act for and on its behalf as a true and lawful agent and attorney of Grantor for and in the name, place, and stead of Grantor, from this date, in the United States and in any foreign country, either by writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any CBP entry, withdrawal, declaration, certificate, bill of lading, carnet, Importer Security Filing ("ISF"), or any other documents required by law or regulation in connection with the importation of any merchandise in or through the CBP territory, shipped or consigned by or to said Grantor; appoint Grantee or a third party selected by Grantee to file Grantor's ISFs; Grantor agrees to defend, indemnify, and hold harmless Grantee and its affiliates and all of their respective members, managers, officers, directors, employees, and agents and any third parties from and against any claim, liability, or expense, including, without limitation, reasonable attorneys' fees arising out of or in any way connected to Grantee's ISF filings;

Perform any act or condition that may be required by law or regulation in connection with such merchandise; to receive any merchandise on Grantor's behalf; Make endorsements on bills of lading conferring authority to transfer title; make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback or export purposes, regardless of whether such document is intended for filing with CBP;

Sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry of or withdrawal of any imported merchandise, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said Grantor, and any and all bonds that may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or declarations, affidavits, or statements in connection with the entry or export of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said Grantor or other means of conveyance; appoint Grantee or a third party selected by Grantee to file Grantor's ISFs; Grantor agrees to defend, indemnify, and hold harmless Grantee and its affiliates and all of their respective members, managers, officers, directors, employees, and agents and any third parties from and against any claim, liability, or expense, including, without limitation, reasonable attorneys' fees arising out of or in any way connected to Grantee's ISF filings;

¹LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION: Company has established and offered alternative rates for services and the Customer acknowledges that it has made an election between those alternative rates, between (A) the Company's regular/lower service rates with a \$50 limit or liability, and (B) ad valorem rates not so limited, which rates are dependent on the increased limit or liability requested by the Customer. Unless the Customer elects to pay the higher rate prior to the shipment or entry, the Customer knowingly and willingly elects the Company's regular/lower rates, the consequence of which is that in no event shall the Company or its servants and/or agents be or become liable for any services, loss of or damage to or in connection with the shipment or entry exceeding \$50

Authorize other CBP brokers and freight forwarders duly licensed within the territory to act as Grantor's agent; to receive, endorse and collect checks issued for CBP duty refunds in Grantor's name drawn on the Treasury of the United States; if the Grantor is a nonresident of the United States, to accept service of process on behalf of the Grantor;

Select another CBP broker to make CBP entry on the Grantor's behalf and execute a power of attorney as required by 19 C.F.R. section 141.46, and apply for and obtain a CBP bond on Grantor's behalf, as the bond principal, under 19 C.F.R. section 113;

Authorize, in a case of merger or acquisition of Grantee, the transfer and/or assignment of any rights and privileges from Grantee to the acquiring and/or successor entity without requiring the execution of a new power of attorney. Grantor waives any requirement to receive a copy of Grantee's charges and fees under 19 C.F.R. section 111.36. At Grantee's discretion, any fees and costs due to Grantee may be consolidated on another CBP broker's or freight forwarder's invoice for the convenience of Grantor. The Grantor acknowledges that as the importer of record, the payment of duties, both regular and additional, under 19 C.F.R. section 141.1 are the personal debt of importer that can be discharged only by payment in full of all duties legally accruing, unless relieved by law or regulation. In consideration of the services provided, the officers of the Grantor personally and individually guarantee the full payment of all unpaid past and future invoices and that in the event of default by Grantor, that they will defend, hold harmless, and indemnify Grantee against any and all claims, suits, losses, damages, or liability of any kind, including attorneys' fees, costs, and interest incurred in the enforcement of this CONTRACT;

And generally to transact CBP business, including filing of claims or protests, upon written request, under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything requisite and necessary to be done in the premises as fully as said Grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents.

Unless other specific arrangements have been made in advance, each invoice is due and payable upon presentation. Past due invoices are subject to an interest charge of 1.5% per month. Subsequent payments will be applied first against such interest charges and second against past due invoices. Regardless of the terms of any credit agreement to between Grantee and the Grantor, Grantee reserves the right to modify the Grantor's status without prior notice. As a condition precedent to any credit agreement, Grantor agrees that it shall report to Grantee any material change in financial information or solvency by facsimile or e-mail within 24 hours of acquiring such status. Grantor agrees to reimburse Grantee for freight charges paid without setoff. Grantor agrees that all shipments are subject to Grantee's general lien and Grantee has the right to sell Grantor's property to recover any unpaid charges.

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by Grantee; if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration of 2 years from the dates of its execution; if the Grantor is a limited liability company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, 6 _____ has read the CONTRACT and caused

CUSTOMER NAME

these presents to be sealed and signed:

7 _____ 8 _____
NAME OF SIGNER TITLE

9 _____ 10 DATED _____
SIGNATURE

11 WITNESS _____ WITNESS NAME _____

NOTE: Per CODE OF FEDERAL REGULATIONS (CFR) Title 19-1-111.29(b): "If you are the importer of record, payment to the broker will not relieve you of liability for Customs Charges (duties, taxes, or other debts owed to Customs) in the event that the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection", which shall be delivered to Customs by the broker." If you wish to make your check payable directly to U.S. Customs and Border Protection, arrangements must be made with T Customs Broker, Inc. prior to time of entry to arrange timely receipt of your duty check. When payments are made to T Customs Broker, Inc., T Customs Broker, Inc. may undertake any means of payment to Customs available to them under current laws and regulation.