

PACIFIC CENTURY CUSTOMS SERVICE, INC.
CUSTOMS BROKER SERVICES CONTRACT

INSTRUCTIONS: U.S. Customs and Border Protection ("CBP") requires documentary evidence that the person who signed the POA has the capacity stated, i.e., as President, Vice-President, Secretary, or Treasurer. Company documentation that sets forth the signor's capacity with the company is acceptable, such as the articles of incorporation or a corporate resolution. The indicated capacity must match that set forth in the POA.

- 1) Insert Federal Tax Identification Number issued by the Internal Revenue Service ("IRS") for corporations or Social Security number for individuals;
- 2) Identify and check the type of organization (corporation, partnership, LLC, etc.);
- 3) Insert legal company or individual name (including a d/b/a);
- 4) Insert company address. It must be a physical address, not a post office box;
- 5) Insert state of incorporation;
- 6) Insert company name *same as # 3 above*;
- 7) Printed name of corporate officer (officers only; under CBP regulations, managers and supervisors are not authorized to grant powers of attorney);
- 8) Title of signer: must be a corporate officer for corporate power of attorney (Pres, V.P., Sec/ Tres);
- 9) Signature;
- 10) Witness signature;
- 11) Date;
- 12) Corporate Certification signature, if a corporation.

We are committed to protecting and validating your identity. If you do not have an established importer identification number with CBP and CBP importer bond, CBP regulations require documentary evidence that your response to question number one (1) matches the name given in responses to questions two (2) and three (3). Acceptable documents are an IRS form SS-4, a copy of the prior year tax return, or other official correspondence/documentation on IRS letterhead with the tax payer identification number is required.

CUSTOMS BROKER SERVICES CONTRACT

(1) Tax Identification number: _____ (2) check box partnership corporation limited liability company individual sole proprietorship

This CUSTOMS BROKER SERVICES CONTRACT (the "CONTRACT") is entered into by (3) _____, the importer of record and/or principal party in interest ("Customer" or "Grantor"), and Pacific Century Customs Service, Inc., a customs broker and shipper's agent, 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, NCBFAA's 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.pccschb.com/forms/. This CONTRACT is a legally binding contract between Company and Customer.

I.
SCOPE OF SERVICES

Company, as a customs broker and shipper's agent, 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, export declarations, 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 and Bureau of Industry and Security ("BIS") require 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 in order to avoid, reduce, or defer duties and/or taxes. Upon written request, Company can provide separate entry and/or shipment audits and/or consulting services based on a separate quoted fee. Customer should review www.cbp.gov, www.bis.doc.gov, and www.aesdirect.gov for additional information on informed compliance and the exercise of reasonable care. Company is not an attorney and does not provide legal advice.

II.
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 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 document required by law or regulation in connection with the importation, exportation, or transportation of any merchandise in or through the CBP territory, shipped or consigned by or to said Grantor;

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 or withdrawal of any imported merchandise or merchandise exported with or without benefit of drawback, 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 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 ISF; Grantor agrees to defend, indemnify, and hold harmless Grantee and its affiliates and all of their respective members, managers, officers, directors, employees, 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;

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 Grantor is a nonresident of the United States, to designate and obtain a third-party agent to accept service of process on

¹ LIMITATION 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.

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CUSTOMS BROKER SERVICES CONTRACT

behalf of Grantor;

Select another CBP broker to make CBP entry on 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. 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 Grantee personally and individually guarantee the full payment of all unpaid past and future invoices and warrant that in the event of default by Grantee, 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 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;

Act within the territory as Grantor's lawful agent and to sign or endorse export documents including, without limitation, commercial invoices, bills of lading, insurance certificates, drafts, and any other documents necessary for the completion of an export shipment on Grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agents on Grantor's behalf;

Give to said agent and attorney full power and authority to do anything requisite and necessary in the premises as fully as said Grantor could do if present and acting, and hereby ratifies and confirms 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 between Grantee and Grantor, Grantee reserves the right to modify Grantor's status without prior notice. In consideration of Grantee's agreement to extend credit, Grantor agrees to pay all invoices within 15 days of presentation thereof. 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 Grantor 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 Grantor is a limited liability company, the signatory certifies that he/she has full authority to execute this power on behalf of Grantor.

IN WITNESS WHEREOF, (6) _____ has read the entire CONTRACT and caused these presents to be sealed and signed:

(7) _____
NAME

(14) CELL # _____ (15) FAX # _____

(8) _____
TITLE

(16) EMAIL _____

(9) _____
SIGNATURE

(10) _____
WITNESS SIGNATURE

(11) DATED: _____, 20__ (13) PHONE # _____

CORPORATE CERTIFICATION

PARTNERSHIP — LIMITED LIABILITY COMPANY CERTIFICATION

CITY : _____
COUNTY : _____
SS : _____
STATE : _____

On this ____ day of _____, 20__, personally appeared before me _____, residing _____ at _____, personally known or sufficiently identified to me, who certifies that _____ (is) (are) the individual(s) who executed the foregoing instrument and acknowledge it to be _____ free act and deed.

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public, _____, County, _____
My Commission Expires: _____

I, _____, certify that I am the _____ of _____, a corporation organized under the laws of the State of _____, that _____, who signed this power of attorney on behalf of the donor, is the _____ of said corporation, and that said power of attorney was duly signed and attested for and on behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed on a regular meeting held on the ____ day of _____, 20__, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and the by-laws of said corporation and was executed in accordance with the laws of the State or country of incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the city of _____ this ____ day of _____, 20__.

(12) _____
SIGNATURE,
(By an officer of the corporation other than the one who has executed the power of attorney.)

ISF Power of Attorney

PACIFIC CENTURY CUSTOMS SERVICE, INC. 2936 Columbia Street, Torrance, CA. 90503-3806

Pacific Century Customs Service, Inc. (Pacific Century) provides services as agent for importer and other international traders to facilitate their Importer Security Filing (ISF services) Pacific Century agrees to provide these ISF services during normal business hours from 8AM to 6PM Monday thru Friday Pacific Standard Time of United States of America. By signing where indicated below, customer agrees to Pacific Century's terms and conditions and also authorizes Pacific Century to perform ISF filing services on its behalf. "Company" shall mean Pacific Century Customs Service, Inc. (Pacific Century) its subsidiaries, related companies, agents, and/or representatives. In addition to the terms and conditions stated below, usage of these ISF services shall be subject to the NCBFAA terms and conditions of services, including its provisions regarding jurisdiction, venue and liability. "Customer" shall mean all users of these ISF services along with all their customers, as well as Customer's subsidiaries, related companies, agents and/or representatives. Company will make commercially reasonable efforts to accurately transmit, or to cause a third party to accurately transmit, the information received from or on behalf of Customer in a timely manner. Consistent with industry standard and subject to (i) delays related to force majeure events as customarily in the United States customs brokerage/freight forwarding and United States shipping/transportation industries and (ii) any and all technological failures or constraints that may occur or arise. **Company will rely on the accuracy of all information received or on behalf of Customer, and shall not be responsible for verifying the accuracy of any such information. Customer shall ensure the accuracy of all such information, and shall indemnify, defend, and hold Company harmless from any and all claims asserted and all liabilities and/or losses suffered by Company, including without limitation any and all costs, penalties, fees, expenses and/or damages, including punitive, indirect, incidental, special, statutory, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, or other intangible losses. EXCEPT AS SPECIALLY SET FORTH HEREIN COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR ANY SERVICES PROVIDED BY ANY THIRD PARTY. COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT COMPANY'S SERVICE WILL MEET CUSTOMER REQUIREMENTS; THAT COMPANY'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR FREE OR THAT THE QUALITY OF COMPANY'S SERVICES WILL MEET CUSTOMER EXPECTATIONS. No agent, Employee or representative of company has any authority to bind Company to any affirmation, representation, or warranty concerning the services provided under this contract and unless an affirmation, representation, or warranty is specially included within this contact it shall not be enforceable by Customer. Customer's exclusive and sole remedy against Company under this contract shall be the refund of any money paid to Company by Customer for the specific services from which Customer's claim(s) arose. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR THE ACTS OF ANY THIRD PARTY OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL STATUTORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A copy of NCBFAA "Terms and Conditions of Service" is attached as part of this agreement and may also be accessed at Company's website at: www.pceschb.com**

Agreed to date:	Name and address of importer	EIN (IRS #) or SSN	Printed Name and Capacity	Signature

PCCS ACCEPTANCE	DATE:	BY:
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