



POWER OF ATTORNEY INSTRUCTIONS

U.S. Customs and Border Protection (“CBP”) requires documentary evidence to support that the individual who has signed the POA has the capacity stated, i.e., President, Vice-President, Secretary, Treasurer, etc. Corporate documentation, such as articles of incorporation, a corporate resolution, etc., that states the individual’s capacity is acceptable. The capacity indicated must match the capacity on the POA.

- 1) Insert federal tax identification Number (“TIN”) for corporations or other entities, or Social Security number for individuals.
- 2) Identify and circle the type of organization, i.e., corporation, partnership, LLC, etc.
- 3) Insert legal company or individual name, including a d/b/a, if applicable.
- 4) Insert address, which must be physical address.
- 5) Insert state of incorporation or registration.
- 6) Insert company name: **same as # 3 above**.
- 7) **VERY IMPORTANT:** Printed name of corporate officer, partner, or LLC member; only officers, partners, or members may grant a power of attorney on behalf of a company grantor.

PLEASE ALSO INCLUDE A COPY OF THE CORPORATE OFFICER’S, PARTNER’S, OR MEMBER’S BUSINESS CARD THAT STATES THE INDIVIDUAL’S TITLE.

- 8) Title of individual signer, who must be a corporate officer, partner, or LLC member.
- 9) Signature.
- 10) Date.

If your TIN is not on file with CBP, CBP requires documentary evidence the TIN for the company named on the POA. Acceptable documents include an IRS form SS-4, a copy of last year’s tax return, or other documentation from the IRS on **IRS letterhead**.



POWER OF ATTORNEY - CUSTOMS BROKER AND FORWARDING SERVICES CONTRACT

1 Tax identification number: _____ If you have more than one tax identification number, please insert the number used for employee wages and withholding.

2. Check box: partnership corporation limited liability company individual sole proprietorship.

This CUSTOMS BROKER AND FORWARDING SERVICES CONTRACT (the "CONTRACT") is entered into by 3 _____ the importer of record or principal party in interest, or both ("Customer" or "Grantor"), and Alba Wheels Up International, Inc., a customs broker, ocean freight forwarder and shipper's agent, its employees, subsidiaries, related companies, authorized agents, or representatives (collectively, "Company" or "Grantee"). All services provided by the Company are subject to the terms of Company's Customer Information Sheet, Company's invoice, quotes, and Terms and Conditions of Service, all of which are incorporated herein by reference.¹ Customer has read and hereby accepts Company's Terms and Conditions of Service, which are posted on the Internet at www.albawheelsup.com. This CONTRACT is a legally-binding contract between Company and Customer. If Customer is the importer of record, payment to Company will not relieve Customer of liability for customs charges, duties, taxes, or other debts owed to U.S. Customs and Border Protection ("CBP"), in the event that Company does not make such payments to CBP. Therefore, if Customer were to make such payments by check, Customer shall pay with a separate check payable to "U.S. Customs and Border Protection," which Company will deliver to CBP.

SCOPE OF SERVICES

Company, as a customs broker, ocean freight forwarder, and shipper's agent, will perform customs broker services on behalf of Customer, as the importer of record, and file CBP entries, export declarations, and related data and documents with government agencies on behalf of Customer based on the information, data, and documents Customer provides. 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 Customer may propose or utilize to avoid, reduce, or defer duties or taxes. Upon written request, Company can provide entry or shipment audits or consulting services based on a 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.

POWER OF ATTORNEY – DESIGNATION OF FORWARDING AGENT

KNOW ALL MEN BY THESE PRESENTS: That Grantor is an entity or individual presently living or doing business at 4 _____, under the laws of the State of 5 _____ 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 or any other documents required by law or regulation in connection with the importation, exportation, 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; sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with merchandise exported by Grantor, and any and all bonds that may be voluntarily given and accepted under applicable laws and regulations, or declarations, affidavits, or statements in connection with the 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 the lading, or operation of any vessel or other means of conveyance; appoint third parties to file Importer Security Filings on behalf of Grantor and indemnify them and Grantee of any negligence or errors; authorize other duly licensed forwarders within the territory to act as Grantor's agent; if the Grantor is a nonresident of the United States, to accept service of process on behalf of the Grantor; authorize other customs brokers 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; and select another CBP broker to make 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.

POWER OF ATTORNEY - CUSTOMS BROKER AND FORWARDING SERVICES CONTRACT

The Grantor acknowledges that as the importer of record, the payment of duties under 19. C.F.R. section 141.1 are the personal debts of Grantor. Grantor authorizes the Grantee to utilize its periodic monthly statement to effect payment of duties on behalf of Grantor. The liability for regular, additional, antidumping and countervailing duties attaching at any time, constitute a personal debt due from the importer and Grantor to the United States that can be discharged only by payment in full of all duties legally accruing, unless relieved by law or regulation; authorize, in a case of merger or acquisition of Grantee, the transfer or assignment of any rights and privileges from Grantee to the acquiring or successor entity

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 \$50.00

without requiring the execution of a new power of attorney. Grantor waives any requirement to receive a copy of Company's charges and fees under 19 C.F.R. section 111.36. At Company's discretion, any fees and costs due Company may be consolidated on another customs broker's or freight forwarder's invoice for the convenience of Customer. As an inducement to grant credit to Customer, from time to time, in respect of debt due Company from Customer or in respect of any other type of transaction by which Company may become the creditor of Customer, the undersigned individual understands and agrees that he or she shall have personal liability for Customer's debts and shall pay to Company promptly when due, or upon demand thereafter, without deduction for any claim of setoff or counterclaim of Customer or loss of contribution from any co-guarantor, or any other defense, the full amount of all obligations or indebtedness that Customer owes to Company, regardless of Customer's discharge in bankruptcy or otherwise, including interest, whether originating in transactions between Company and Customer, or assigned or transferred to Company, together with all expenses of collection and reasonable attorneys' fees that Company may incur by reason of a default in payment by Customer. 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.

Grantor authorizes Grantee to act within the territory as lawful agent and 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 on Grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agents on Grantor's behalf. Grantor shall hold Company harmless for any release or delivery of cargo under a negotiable bill of lading; Grantor waives the confidentiality requirements of section 111.24 of the Code of Federal Regulations to allow Grantee to share information with forwarders designated by Grantor or other entities affiliated or related to Grantee in order to provide services to Grantor.

Grantor authorizes Grantee to transact business, including the filing of claims pursuant to Grantor's request, in which said Grantor is or may be concerned or interested and that may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever 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.

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by Grantee and received by CBP. 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 date of its execution. If the Grantor is a limited liability company, the signatory certifies that he or she has full authority to execute this power on behalf of the Grantor.

Company is authorized to make entry on and arrange delivery for Customer's property without surrender of the original bill of lading. Customer agrees that Company has the right to hold any subsequent shipments until Customer surrenders the original bill of lading. Customer agrees to defend and indemnify Company against any claims against Company by the holder of the original bill of lading.

Unless other specific arrangements have been made in advance, each Company invoice is due and payable upon mailing. Any notice from Customer contesting Company's invoice shall set forth the specific matter that Customer contests and the basis therefore within seven days of mailing. Customer agrees that in the absence of a timely notice contesting Company's invoice, Customer shall be deemed to have waived all objections, defenses, claims, or offsets with respect to the accuracy of Company's invoice. Company reserves the right to collect unpaid past-due invoices by charging Customer's credit card on file. 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 credit terms between Company and Customer, Company reserves the right to modify Customer's status without prior notice. Where Company agrees to extend credit, Customer agrees to pay all invoices within 7 days of receipt or as the parties may otherwise agree in writing. As a condition precedent to any credit agreement, Customer agrees that it shall report any material change in financial condition or solvency to Company by facsimile or e-mail within 24 hours of acquiring such status and authorizes Company's accountant to release Company's current financial statements. Customer agrees to reimburse Company for freight and duty charges paid without set-off. Customer agrees that all shipments are subject to Company's general lien and Company has the right to sell Customer's property to recover any unpaid charges. If Company arranges insurance for Customer's property, but Customer fails to timely pay Company's invoice in full, the Customer agrees to assign all benefits of the insurance policy covering Customer's property to Company. Customer agrees that Company shall have the right and a license to sell Company's trademarked goods. Customer agrees to defend and indemnify Company against any claims against the Company by the trademark holder.

Grantor acknowledges and Grantee agrees that all payments received by Grantee for or on account of any invoiced amount of or relating to freight, customs, and duties charges are received by Grantee for the sole purpose of paying said freight, customs, and duties charges, and that Grantee shall have no power, right or authority to use such amounts for any other purpose, and shall have no right, power or authority to use such amounts for Grantee's own benefit.

SECURITY AGREEMENT: As an inducement to Company to extend credit to Customer, it hereby grants Company a security interest in all property that Customer imports and the documents of title that cover the property, as to which property Company performs the entry on Customer's behalf. Company shall perfect its security interest in the property in any way permissible under the applicable law, including, without limitation, by the filing of a UCC-1 financing statement.

IN WITNESS WHEREOF, 6 _____ has read the CONTRACT and caused these presents to be sealed and signed:
CUSTOMER NAME

7 _____ 8 _____ 9 _____ 10 DATED _____
NAME OF SIGNER TITLE SIGNATURE