

Dear Valued Customer,

To function as your Freight Forwarder/Customs Broker, Odyssey International Services, Inc., requires a U.S. Customs Power of Attorney on file.

Please complete the attached Power of Attorney form according to the instructions provided herein. We ask that you type or handprint clearly. Refrain from using white-out for corrections or a new form will need to be completed. **Note: Odyssey International Services, Inc. does not accept electronic signatures.**

To provide Customs Brokerage Services, the following is required for customs clearance:

1. Commercial Documents for the shipment. These include but are not limited to; invoice, packing list, permits, certificates of origin, licenses.
2. Copy of the ocean bill of lading or original bill of lading if required.
3. Importer Security Filing (ISF) data at least 48 hours prior to loading on the vessel bound for the US. An ISF form and instructions are included in this packet.
4. Ensure Odyssey International Services, Inc is listed on the ocean bill of lading as a notify party so that arrival details are provided to us by the importing carrier.

To provide export services, the following is required:

1. Shippers Letter of Instruction (SLI)
2. Commercial Documents for the shipment. These include but are not limited to; invoice, packing list, permits, certificates of origin, licenses.

Also included in this packet is a New Client Profile (Part I) and a Cargo Coverage Profile (Part II). Please complete and return all three forms to us at your earliest convenience.

Do not hesitate to reach out to us if you have any questions.

We look forward to partnering you with on your logistics needs.

Sincerely,

Your Odyssey Team

PART I: CLIENT PROFILE

Client Information

Client (Company) Name: _____
 Complete Address: _____
 Phone & Fax Number: _____ Type of Ownership: _____ Years Established: _____
 Duns#: _____ Tax ID/IRS#: _____
 Principals Name / Title: _____ Phone/Email: _____
 Officer Name / Title: _____ Phone/Email: _____
 Accounts Payable Contact: _____ Phone/Email: _____
 Email address(s) for invoices to be sent: _____
 Please check all applicable: C-TPAT Certified C-TPAT Validated Other Security Related Affiliations? _____
 Odyssey Rep: _____ Website: _____
 Services requested: Customs Ocean Inbound Air Inbound Ocean Export Air Export Domestic Warehouse

References Please provide two (2) references you are presently doing business with:

1. Company Name: _____ City/State: _____
 Contact Name: _____ Phone/Email: _____
 2. Company Name: _____ City/State: _____
 Contact Name: _____ Phone/Email: _____

Bank Information Please complete below only if you are requesting credit terms.

Bank Name: _____ Account No: _____
 Complete Bank Address: _____
 Bank Officer Name/Title: _____ Phone/Email: _____

Credit Terms and Credit Limits extended to the client by Odyssey International Services, Inc hereafter "ODYSSEY" will be determined after a thorough review of application and credit histories. Standard credit terms are 30 days. ODYSSEY reserves the right to change the credit terms or limits without notice and at its sole discretion

In signing and submitting this client profile, client acknowledges agreement to ODYSSEY's Terms and Conditions of Service Terms and Conditions of Contract, and Rules and Regulations (found at www.odysseylogistics.com/international/terms), and which collectively are ODYSSEY's "Terms and Conditions". The Terms and Conditions are also available upon request from any branch. Client acknowledges and agrees that ODYSSEY's Terms and Conditions may be modified by ODYSSEY without further notice, and that the Terms and Conditions posted on the website as of the date of tender of cargo or request for performance of services shall govern the parties' relations regarding such cargo or services.

All shipments are handled in accordance with these Terms and Conditions and include "a general and continuing lien on any and all property of Client's coming into ODYSSEY's actual or constructive possession or control..." which Client hereby expressly agrees to grant to ODYSSEY as an enforceable security interest under the Uniform Commercial Code. Client acknowledges and agrees that ODYSSEY's general lien and security interest apply irrespective of whether ODYSSEY issues a bill of lading, air waybill or other contract of carriage. Client acknowledges and agrees that invoices not paid within the above Payment Terms, or other payment terms if granted by ODYSSEY in writing, will be subject to a monthly finance charge of 1.5%, or the maximum rate allowed by law if lower, and a \$35.00 late payment fee, at ODYSSEY's sole discretion.

Signature: _____ Title: _____ Date: _____

By signing this application, I acknowledge that I have personally guaranteed the debts and obligations of The Client and agree that I am personally obligated to perform all of the terms of, and make all payments to, ODYSSEY required by the agreement of which this application is a part.

Signature: _____ Title: _____ Date: _____

Thank you for your interest in Odyssey International Services!
Please email both Part I & Part II to: oisaccounting@odysseylogistics.com and cc your Odyssey Representative

Part II: Cargo Coverage Profile

We at Odyssey International Services, Inc. and Global Container Line, Inc. (ODYSSEY) pride ourselves in providing our valued clients with experienced guidance for their supply chain needs. A complete listing of the ODYSSEY Terms and Conditions can be found at www.odysseylogistics.com/international/terms

Although no one likes to think about loss or damage to their goods in transit, claims can and do happen. Therefore, it is important to understand not only the risks associated with international shipments, but also the liability limitations that typically apply.

Below is a summary of the common legal liability limits upon which carriers frequently rely when making an offer to settle a cargo claim. It is important to realize that the amounts stated below are *not* cargo insurance, but rather are maximum liability limits for the carrier. In the absence of your own, independently purchased insurance, it must be proven that the underlying carrier was negligent, and that their negligence resulted in damage or loss. Many of the hazards which occur to goods may not be due to carrier's negligence and thus are excluded from legal liability settlement. Examples of these hazards are "Acts of God" (hurricane, typhoon, tornado, flood, or any other natural disaster) and "Acts of War" (riots, strikes, terrorism, piracy, and civil commotions). In addition, even where it can be proven that a carrier was negligent in causing the loss, the liability limits typically still apply.

- **International Ocean:** The Hague/COGSA Act (Carriage of Goods Sea Act) stipulates that a vessel owners' maximum liability is limited to \$500.00 per shipping unit. A "shipping unit" may be defined as a container. Global Container Line, Inc as the licensed NVOCC division of Odyssey International Services, Inc follows the Hague/COGSA standard and limits our liability to \$500.00 per shipping unit.
 - **International Air:** The Warsaw Convention of 1929 stipulates that an international air carrier's liability can be limited to \$9.07/lb. (or \$20.00/kilo) of the cargo's gross weight, or to the Montreal Protocol IV, in which the limitation is expressed as special drawing rights (SDR)/kilo under which the exchange rate varies (generally, the value is roughly one SDR = 0.66/USD). ODYSSEY likewise limits our liability to the SDR/kilo calculation in effect the day of departure.
 - **Domestic:** Carriers may base their legal liability limitations upon the value stated by the National Motor Freight Classification (NMFC Freight Class). In many cases however, the carriers limit their liability to \$0.50/lb. for both ground and air cargo regardless of the NMFC class. ODYSSEY limits our liability to that of the underlying carrier. In ODYSSEY assets, our liability is limited to \$5.00/lb.
 - **Brokered:** Cargo which is brokered on behalf of a client is based upon the limits of liability as stated by the underlying carrier. ODYSSEY accepts no liability in brokered shipments. We will assist you with filing the claim with the underlying carrier, but the underlying carrier's limitations of liability apply.
 - **Warehouse:** Under the Uniform Commercial Code, a warehouse is generally liable for loss or damage to goods caused by the warehouseman's failure to exercise the standard of care of a reasonably careful person. GLOBAL's warehouse liability limitation is the industry standard of the **lesser** of the following: (1) the actual cost to storer of replacing, or reproducing the lost, damaged, and/or destroyed goods together with transportation costs to warehouse, (2) the fair market value of the lost, damaged, and/or destroyed goods on the date storer is notified of loss, damage and/or destruction, (3) 50 times the monthly storage charge applicable to such lost, damaged and/or destroyed goods, or (4) \$0.50 per pound for said lost, damaged, and/or destroyed goods.
- Declared Value:** Each ODYSSEY Bill of Lading provides you an opportunity to declare a value on the Bill of Lading. In doing so, you are increasing the dollar amount for which the carrier is liable. However, you are not altering the carrier's defenses against liability. As with legal liability, this higher settlement value will only be offered by the underlying carrier if that carrier is proven to be negligent.

In the Event of a Cargo Claim: ODYSSEY will assist you to gather appropriate documentation and we will file the claim with the carrier on your behalf. However, any compensation offered to you will be contingent upon the carrier's admission of fault and payment thereof. While the carrier's decision is pending, it is also important to realize that, by law, it is illegal for responsible parties on the BOL to withhold any portion of payment due to ODYSSEY on this transaction or any other transactions, pending the carrier's decision.

ODYSSEY Solution: We can arrange for your goods to travel on an insured basis internationally and domestically through our licensed insurance broker, as well as arrange for insurance to cover loss of, or damage to your goods stored in our warehouses. Should you choose to insure, your goods are covered door to door for cost, insurance, freight, duty (if applicable), plus 10%. In addition to the greater protection provided by insurance, your insurance claim is processed for settlement upon receipt of all necessary documentation *without* waiting for the underlying carrier(s) to admit negligence and with no deductible.

As always, ODYSSEY will partner with you to assist you with an informed choice. Should you have any questions after reading this summary, please feel free to give any one of our Account Executives a call and we will be happy to work with you to ensure that you are comfortable with your options and your decision.

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We have read the above information and understand that Legal Liability is subject to proof of negligence and limited liability.

We request a quotation for insurance. Upon your acceptance of the quotation and receipt of the terms of the insurance policy, Odyssey International Services will arrange insurance for all shipments unless otherwise indicated.

We decline insurance coverage unless specifically noted on a per shipment basis.

Signature: _____ (Print) _____ Title: _____

Company Name: (please print) _____ Date: _____

Thank you for your interest in Odyssey International Services!
Please email both Part I & Part II to: oisaccounting@odysseylogistics.com and cc your Odyssey Representative

POWER OF ATTORNEY COMPLETION INSTRUCTIONS

A valid Power of Attorney must be on file in our office before we can take any action regarding customs clearance of your goods. Please complete the attached Power of Attorney (typed or legibly written in ink) as per the appropriate instructions below. We may agree to begin work upon receipt of a fax of your POA, but you will need to mail the original to us. Please follow the instructions (individual, dba, sole proprietorship, partnership, or corporation) very carefully. **Leave blank any space that is not listed in your category. Do not use white-out – if any changes or corrections must be made, draw a line through the incorrect information and write the correction. The person signing the POA must initial any changes.**

The line number of the instruction matches the line number of the POA form

Please insert your IRS Employer I.D. Number, Social Security Number or Customs Assigned Number in the box indicated.

INDIVIDUALS, DBA & SOLE PROPRIETORSHIPS	PARTNERSHIP ONLY	CORPORATIONS ONLY
<ol style="list-style-type: none"> 1. Show your full name 2. If authorized to do business under an assumed or fictitious name (DBA) insert that name – If no DBA is used leave blank 3. Insert State of residence 4. Insert residence address for the person signing line (9) 6. Insert business address if any – if business address is the same as residence address insert “same” 5. Insert “UNTIL REVOKED” or the revocation date 6. Same as (1) <u>or</u> if (4) is different than (1) insert the name shown line (4) 7. Usual signature of the person signing POA, type or print the signer’s name 8. Title of person signing the POA 9. Date of execution <p><i>Witnesses are optional Individual Certification is optional – may be completed in the presence of a Notary Public if you so choose</i></p>	<ol style="list-style-type: none"> 1. Business name of partnership – if applicable. List the full names of all the general partners – use an attachment if necessary 2. Insert partnership name if registered with the state to do business under the partnership name – if no, leave blank 3. State of registration. 4. Insert residence addresses for all of the general partners – use an attachment if necessary Insert business address 5. Insert “UNTIL REVOKED” or the revocation date – partnership POAs expire automatically in 2 years 6. Same as (2) if registered with the state to do business under the partnership name, otherwise same as (1) 7. Usual signature of partner (must be signed by at least on partner), type or print the signer’s name 9. Insert “Partner” 10. Date of execution <p><i>Witnesses are optional Partnership Certification is optional – may be completed in the presence of a Notary Public if you so choose.</i></p>	<ol style="list-style-type: none"> 1. Full name of the corporation 2. If the corporation does business under an assumed or fictitious name (DBA) insert that name – if no DBA is used leave blank 3. State of incorporation (if foreign enter country) 4. Insert business address 5. Insert “UNTIL REVOKED” or the revocation date 6. Same as (1) <u>or</u> if (2) is different than (1) insert the name as shown on line (2) 7. Usual signature of person signing (must be signed by an officer of the corporation or “authorized individual”), type or print the signer’s name 8. Corporate title of person signing 10. Date of execution <p><i>Witnesses are optional Corporate certification is optional for U.S. corporations but is <u>required</u> for foreign corporations. If corporate certification is <u>NOT required</u> (unless it is being done due to your own choice) DO NOT PROCEED BEYOND THIS POINT</i></p>
<p>DBA</p> <p>When should a DBA (doing business as) be used?</p> <p>When the principal (named on line one) is authorized under state law to use a fictitious business or trade name to transact business.</p>	<p>LIMITED LIABILITY COPORATION (LLC)</p> <p>LLC requirements vary from state to state. They can appear to be fairly simple partnerships or close corporations but the specifics are entirely dependent upon individual states.</p> <p>For that reason, additional document-ation is needed for LLCs. A copy of the articles of organization and bylaws should be provided, in order to confirm that the power of attorney is signed by an authorized member of the LLC.</p>	<ol style="list-style-type: none"> 15. Name of officer signing the certification (must be other than the one who signed the power of attorney) 16. Title of officer signing certification 17. Same as (1) 18. Same as (2) 19. Name of the person who signed line (9) 20. Title of the person who signed line (9) 21. Date the resolution was passed by the Board of Directors 22. Complete “In Witness Whereof” statement 23. Usual Signature of (15) followed by the date of execution



**CUSTOMS POWER OF ATTORNEY/
DESIGNATION OF EXPORT FORWARDING AGENT**

IMPORTER'S IRS EMPLOYER IDENTIFICATION NUMBER															SUFFIX									
OR																								
IMPORTER'S SOCIAL SECURITY NUMBER																								
CUSTOMS ASSIGNED NUMBER																								

THIS IS A LEGAL DOCUMENT. DO NOT USE WHITE OUT TO MAKE CORRECTIONS.	
CHECK THE APPROPRIATE BOX	
<input type="checkbox"/>	INDIVIDUAL
<input type="checkbox"/>	PARTNERSHIPS
<input type="checkbox"/>	CORPORATION
<input type="checkbox"/>	LLC
<input type="checkbox"/>	SOLE PROPRIETORSHIP

KNOW ALL MEN BY THESE PRESENTS: That (1), _____
(Full name of Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company) (Identity)
 doing business as a / (2) _____ under the laws of the State of (3) _____
Partnership Name, Fictitious or DBA Name (if applicable)

residing or having a principal place of business at (4) _____ hereby constitutes and appoints **Odyssey International Services, Inc. and its licensed officers, offices, designated Sub-Agents, and individuals specifically authorized to act for said corporation by power of attorney** as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in all Customs Districts, and in no other name, to make, endorse, sign, declare or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in any customs district;

To 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 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 which 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 affidavits or statements in connection with the entry of merchandise;

To 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 entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other Customs Brokers to act as grantor's agent; to receive, endorse, and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the customhouses in any district any and all customs business, including making, signing and filing of protests under section 514 of the Tariff Act of 1930, 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 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; the foregoing power of attorney to remain in full force and effect until (5) _____ day of _____, or until notice of revocation in writing is duly given to and received by a District Director of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration two (2) years from the date 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.

Appointment as Forwarding Agent: Grantor authorizes the above Grantee to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bill of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory, to transmit export information electronically in reliance on the accuracy of the information provided by Grantor, to endorse or counter-sign weight certifications or tickets provided by grantor or grantor's designee, endorse or negotiate drafts or checks drawn to the order of the grantor or grantor's designee and to appoint forwarding agents on grantor's behalf;

Grantor acknowledges receipt of Grantee's Terms and Conditions of Service on <http://www.odysseylogistics.com/international/terms/> and agrees that all services provided by Grantee shall be governed exclusively by such Terms and Conditions.

IN WITNESS THEREOF, the said (6) _____ has caused these presents to be sealed and signed: (Signature) (7) _____ (Printed Name) _____

(Capacity) (8) _____ (Date) (9) _____

Witness (10) _____ Witness (12) _____
(optional)

(13) (CORPORATE SEAL)

CUSTOMS RULES ON DISCHARGE OF IMPORTER'S LIABILITY FOR PAYMENT OF DUTIES: 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 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 Service" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

INDIVIDUAL OR PARTNERSHIP 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.

(Notary Public)

CORPORATE CERTIFICATION

(To be made by an officer of other than the one who executes the power of attorney)

I _____, certify that I am the _____ of _____, 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 in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at 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 bylaws 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 _____.

(Signature)

(Date)