

UNITED STATES CUSTOMS POWER OF ATTORNEY

and Acknowledgement of GHY USA, Inc. Terms and Conditions of Service

1. Definitions. 1.1 "CBP" means US Customs & Border Protection. 1.2 "Customs Duties" means any duties or taxes levied on imported goods under any US laws or regulations relating to imports and duties, including the Tariff Act of 1930, as amended (19 U.S.C. §§ 1202 – 1683g), excluding any penalties, interest, or fines imposed under any of the aforesaid laws or regulations. 1.3 "Disbursements" means Customs Duties, taxes, freight charges, storage charges, penalties, interests and fines, and any other payments, including payments for goods on cash on delivery (COD) shipments, made by Broker on behalf of Client. 1.4 "Protest" means a challenge to a CBP decision made under 19 U.S.C. § 1514, whether made on CBP Form 19 or otherwise. 1.5 "Services" means the services set out in Section 3 hereof.

2. Appointment as Customs Broker. 2.1 Client hereby constitutes and appoints the Broker as its agent to transact business on Client's behalf with respect to: (a) matters relating to CBP and laws and regulations administered by CBP; and (b) matters relating to the accounting for, payment and refund of Customs Duties, in respect of imported goods. 2.2 Client agrees to execute any requisite CBP form powers of attorney as may be required to appoint Broker as Client's customs broker, in a form reasonably acceptable to Client. 2.3 Client hereby authorizes Broker to appoint sub-agents when and as required.

3. Services. Broker will provide the following customs brokerage services to Client, when requested by Client: 3.1 Preparing or assisting Client in preparing documents required by CBP for Client's importation of goods into the US. 3.2 Filing documents with CBP on behalf of the Client as required to clear Client's goods through CBP and making any necessary changes thereto, including preparation and filing of any required corrections, including but not limited to Post Summary Corrections. 3.3 Services relating to entry and clearance through CBP of Client's imported goods, notifying the Client of the duty, taxes, and Customs Brokerage Fees, and obtaining release of the goods from CBP. 3.4 When requested services relating to tariff classification and value of Client's goods to minimize Customs Duties payable in accordance with applicable laws and regulations, as well as submitting binding ruling requests or Protests as necessary. 3.5 Services relating to Customs Duties refunds and duty drawbacks. 3.6 Any other services necessary and incidental to the provision of the foregoing Services.

4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

5. Fees and Disbursements. The fees for Services provided by Broker to Client pursuant to this Agreement shall be in accordance with Schedule A attached hereto, as such Schedule may be amended [by Broker upon mutual agreement] in writing from time to time. Client shall reimburse Broker for all disbursements that are pre-authorized by Client in writing and incurred by Broker on behalf of Client pursuant to this Agreement.

6. Invoicing and Payment. Broker shall issue invoices weekly to Client for all fees and disbursements pertaining to Services rendered to and on behalf of Client. Payment of all invoices shall be upon Client's receipt of each invoice. All payments shall be in US dollars and shall be made by check or electronic transfer.

7. Client's Duties and Responsibilities. Client shall provide to Broker all information reasonably necessary for Broker to provide the Services, including all information required to complete CBP documentation. Reliance on Information Furnished. 7.1 Client acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Broker of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Client's behalf; 7.2 In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, the Broker relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Client; Client shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Broker harmless from any and all claims asserted and/or liability or losses suffered by reason of the Client's failure to disclose information or any incorrect, incomplete or false statement by the Client or its agent, representative or contractor upon which the Broker reasonably relied. The Client agrees that the Client has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

8. Broker's Duties and Responsibilities. Broker shall provide the Services in compliance with all applicable laws, rules, regulations, and other requirements of CBP and other governmental authorities applicable to the Services. Client will have the right to inspect and obtain, [at its expense] at any time, copies of all licenses, approvals, or permits issued by CBP or other governmental entity or agency to Broker or its subcontractors which are applicable to the performance of the Services. Broker shall maintain, at its own expense, all forms of insurance required by law, as well as a comprehensive general liability policy, insuring against all types of liability in such amount as is customary in its industry for the performance of similar services. 8.1 No Duty to Maintain Records for Client. Client acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Broker shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Client. 8.2 Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Client in writing and agreed to by Broker in writing, Broker shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc. 8.3 No Duty to Provide Licensing Authority. Unless requested by Client in writing and agreed to by the Broker in writing, Broker shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States. 8.4 The company will do its utmost to provide accurate information for tariff classification based on the information provided. These classifications should not be considered binding and the Company will not be liable for errors. 8.5 When requested to arrange for services by a third-party, the Broker shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment. The Broker does assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

9. Representations and Warranties. 9.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by each of the individuals whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action on the part of such party; and (c) this Agreement has been executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party. 9.2 Broker. Broker represents and warrants that it is fully insured and duly licensed by CBP to conduct business as a customs broker.

10. Liability. 10.1 All claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 30 days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer. 10.2 If a claim should result from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; 10.3 No Liability for The Selection or Services of Third Parties and/or Routes. Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. Confidentiality. Broker and its sub-agents, if applicable, shall keep confidential all information and documentation provided by Client under this Agreement [and identified in writing as confidential], and release such information only to governmental authorities or the Client's surety as required by Broker for the purposes of providing the Services or as required by law. Upon Client's request, Broker shall promptly return all documents and other materials received from Client. Client shall be entitled to injunctive relief for any violation of this Section.

13. Security. Broker represents and warrants that it is a certified member of the US Customs Trade Partnership Against Terrorism (CTPAT) program, or if it is not a member, that it shall comply with the [CTPAT Minimum Security Criteria for US Customs Brokers](#).

14. Term and Termination. This Agreement will begin on the Effective Date and will continue for a period of [one (1)/OTHER NUMBER] year[s]. Thereafter, this Agreement shall automatically renew on a year-to-year basis unless earlier terminated as provided herein. This Agreement may be terminated at any time by either party under the following circumstances: (a) if there is a material breach of any of the terms hereof by the other party, and the breach is not cured within [fourteen (14)/OTHER NUMBER] days after the complaining party gives written notice of breach to the defaulting party; (b) effective immediately, if the other party becomes insolvent, makes an assignment for the benefit of creditors, or is placed in receivership, reorganization, liquidation or bankruptcy (voluntary or involuntary); or (c) for any reason and without penalty upon [sixty (60)/OTHER NUMBER] days' prior written notice. If this Agreement is terminated and there are any outstanding matters pertaining to Client for which Broker has been engaged by Client, this Agreement shall continue in force with respect to such matters until such matters are concluded.

15. Assignment; Successors. Neither party may assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment of rights or delegation of performance in violation of this section is void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Governing Law; Dispute Resolution. All matters arising out of relating to this Agreement shall be governed by and construed exclusively in accordance with the laws of North Dakota, without reference to its conflicts of law principles. Any disputes arising out of or relating to this Agreement shall be exclusively submitted to a court of competent jurisdiction in the State of New York. The parties hereto consent to such exclusive venue and to the jurisdiction of those courts and waives any claims of improper venue or forum non-conveniens with respect thereto.

17. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. Notwithstanding the content of any Broker invoice or any other document relating to the subject matter of this Agreement, whether written or electronic, the provisions of this Agreement shall govern, and any conflicting, inconsistent, or additional terms contained in such other documents shall be null and void. Any amendments to or modifications of this Agreement, may only be made by mutual written agreement signed by an authorized representative of each party.

18. Relationship of the Parties. No partnership, joint venture, employee/employer relationship, or other similar relationship exists between the parties except as expressly set forth herein. Broker shall be responsible for its own costs and expenses incurred in performing the Services, and for payment of any federal and state payroll and self-employment taxes attributable to payments received for its Services.

19. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective and deemed to be original signatures.

20. Force Majeure. Broker shall not be liable for losses, damages, delays, wrongful or missed deliveries or non-performance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Broker or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Client, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by the government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, Broker reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

19. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Broker's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

20. Miscellaneous. All notices required or permitted hereunder shall be in writing and shall be deemed to be duly given if personally delivered or if mailed (by certified or registered mail, or by reputable commercial courier) to the party concerned at its address as set forth on the first page of this Agreement (or at such other address as a party may specify by written notice to the other). A waiver by either party of any breach of any term or condition must be in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term or condition. No failure on the part of either party to exercise, and no course of dealing with respect thereto, and no delay in exercising, any right, power, or remedy under this Agreement will operate as a waiver thereof. The rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available. If any one or more of the provisions of this Agreement shall for any reason be held to be void, illegal, or unenforceable in any respect, such voidness, illegality, or unenforceability shall not affect any other provisions of this Agreement. The headings of the sections herein are for convenience only and do not constitute a part of this Agreement.

21. Liability to US Customs & Border Protection. As importer of record, payment to the Broker will not relieve the Client of liability for customs charges (duties, taxes, or other debts owed CBP) in the event the charges are not paid by the broker. Therefore, if the Client issues payment by check, customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection" which will be delivered to CBP by the Broker.