

**DO NOT USE THIS PAGE OR COMPLETE THIS PAGE
THIS PAGE IS FOR INSTRUCTION PURPOSES ONLY**

Federal Tax ID (EIN) Number: _____ ***** (1) ***** _____

***** (3) *****

CHECK APPROPRIATE SPACE:

____ INDIVIDUAL
____ PARTNERSHIP
____ CORPORATION / LLC
____ SOLE PROPRIETORSHIP

Customs Bond No: _____ ***** (2) ***** _____

KWE LOC _____ Cust Code _____

***** (4) *****

C-TPAT STATUS

____ Yes, I am a C-TPAT member
SVI No. _____
____ No, I am not a C-TPAT member

**YOU MUST USE CAPS LOCK TO
COMPLETE THIS FORM**

Know all men by these presents: That,

******* (5) *******

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ ***** (6) ***** or a _____ ***** (7) *****

doing business as _____ ***** (8) ***** residing at _____ ***** (9) *****

having an office and place of business at _____ ******* (10) *******

hereby constitutes and appoints *Kintetsu World Express (U.S.A.), Inc., a corporation located at 18450 S. Wilmington Avenue, Rancho Dominguez CA 90220 and it's family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from this date and 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, security filing 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, consignees and owner's declarations provided for in Section 485, Tariff Act of 1930, as amended, or affidavits 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 non-resident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest 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 ***** (11) ***** or until notice of revocation, in writing is duly given 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 affect after the expiration of two years from the date of its execution;

In witness whereof, the said (Company Name) _____ ******* (12) *******

has caused these presents to be sealed and signed: (Signature) _____ ******* (13) *******

Capacity _____ ******* (14) ******* Print Name _____ ******* (15) ******* Date _____ ***** (16) *****

Witness: _____ ******* (17) *******

(Corporate Seal - Optional)

Please Note

1. 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 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 and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
2. Grantor certifies they have the Right to Make Entry and waives the confidential requirements under 19CFR111.24 and authorizes Grantee to share information with related companies to permit the facilitation of business at the offices of the Grantee and its related companies. Information contained in these records will be disclosed only to Grantee and related companies unless required by regulation or if requested in writing by Grantor.
3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
4. The signatory hereby acknowledges having received a copy of KWE's Terms and Conditions document

Customs Power of Attorney
And Acknowledgment of Terms and Conditions



KWE Customs Brokerage Headquarters and Compliance
18450 S. Wilmington Avenue, Rancho Dominguez, CA 90220

To: KWE Import Client

- A. Please fill out the attached power of attorney form following the instructions below. Pursuant to U.S. Customs Regulations, KWE cannot begin the Customs Brokerage process until correctly executed Power of Attorney is received in our office.
- B. **Return the completed and signed Customs Power of Attorney and all credit documents to the KWE Branch.** KWE will activate your account in our Customs ABI system within 24 hours of receipt. A POA faxed by the principal directly to this fax number qualifies as an original documents and clients are no longer required to forward hard-copy documents by post or courier (Customs Ruling HQ 115616).
- C. Thank you for your time in this matter and please do not hesitate to contact us if there is a question.

INSTRUCTIONS FOR COMPLETING A POWER OF ATTORNEY

(The numbers below correspond to the field numbers of the attached Sample Power of Attorney)

- 1) Partnerships, Corporations and Sole Proprietorships enter their IRS Tax I.D. number. Individuals or Sole Proprietors without a tax I.D. number enter their Social Security number.
- 2) If you have a Continuous Surety Bond with Customs, enter the number here. If you are not sure or do not know the number, leave blank.
- 3) Check appropriate space. If a limited partnership, Customs Regulations require that you provide a copy of the partnership agreement as an addendum to this power of attorney.
- 4) Check appropriate space to indicate your C-TPAT status. If you are a C-TPAT member, please provide your SVI number here.
- 5) Full name of individual, or if a partnership, full name of **all partners**. If a limited partnership, the firm name and names of **all general partners**. Attach as addendum, if necessary. For corporations, the full name as it appears on corporate records. Unincorporated divisions of a corporation should enter the name of the incorporated parent here.
- 6) Partnerships and individuals leave blank. Corporations enter the name of state, province or foreign country of incorporation.
- 7) Complete as Individual, Partnership, Sole Proprietorship or Unincorporated Association. Corporations should leave blank.
- 8) Fictitious name, complete with trade name or fictitious business name you are operating under (DBA for Sole Proprietorship, trade name of incorporated division, etc.)
- 9) For individuals only, your place of residence.
- 10) For all others, your business address.
- 11) If desired, enter an expiration date. Leaving this field blank requires formal notice of revocation
- 12) The name of the grantor(s). For a partnership, either the names of each of the general partners or the partnership name, if registered to do business under that name with the state. For individuals, enter your name.
- 13) **Signature of the person executing the power of attorney (digital signatures are not acceptable). For partnerships, any of the general partners can sign. For corporations, the signatory must be an corporate officer, either President, Vice-President, Corporate Secretary, Corporate Treasurer, CFO, CEO, or COO of said corporation. Individuals signing in any other capacity must provide a copy of the applicable pages from the articles of incorporation, power of attorney issued by a corporate or other proof demonstrating that the signatory has the authority to sign power of attorney on the corporation's behalf. Call us if you are unsure if you can properly sign this power of attorney. Please print your name after your signature.**
- 14) Capacity of person signing the power of attorney (Individual, Owner, Partner or Corporate Title)
- 15) Date power of attorney was issued.
- 16) Witness (optional).
- 17) Corporate Seal can be imprinted here, or write no seal (optional). All others, leave blank.

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Customs Power of Attorney
And Acknowledgment of Terms and Conditions

**YOU MUST USE CAPS LOCK
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CHECK APPROPRIATE SPACE:

- INDIVIDUAL
 PARTNERSHIP
 CORPORATION / LLC
 SOLE PROPRIETORSHIP

Federal Tax ID (EIN) Number: _____

Customs Bond No: _____

KWE LOC _____ Cust Code _____

C-TPAT STATUS

- Yes, I am a C-TPAT member
SVI No. _____
 No, I am not a C-TPAT member

Know all men by these presents: That,

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ or a _____

doing business as _____ residing at _____

having an office and place of business at _____

hereby constitutes and appoints *Kintetsu World Express (U.S.A.), Inc., a corporation located at 18450 S. Wilmington Avenue, Rancho Dominguez CA 90220 and it's family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from this date and 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, security filing 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, unlading 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, consignees and owner's declarations provided for in Section 485, Tariff Act of 1930, as amended, or affidavits 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, unlading, 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 non-resident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest 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 _____ or until notice of revocation, in writing is duly given 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 affect after the expiration of two years from the date of its execution;

In witness whereof, the said (Company Name) _____

has caused these presents to be sealed and signed: (Signature) _____

Capacity _____ Print Name _____ Date _____

Witness: _____

(Corporate Seal - Optional)

Please Note

1. 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 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 and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
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3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
4. The signatory hereby acknowledges having received a copy of KWE's Terms and Conditions document

FOREIGN CORPORATE CERTIFICATION

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

I, _____, certify that I am the _____
Of _____, organized under the laws of the Country 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 _____, 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.

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)

* 19 CFR 141.37 If a nonresident corporation has not qualified to conduct business under state law in the state in which Customs district the agent is empowered to perform the delegated authority, the power of attorney shall be supported by documentation establishing the authority of the grantor designated to execute the power of attorney on behalf of the corporation.

AVALON RISK MANAGEMENT

GENERAL AGENT FOR THE SURETIES IT REPRESENTS

AMERICAN SERVICE INSURANCE COMPANY
ELK GROVE VILLAGE, ILLINOIS

GREAT AMERICAN ALLIANCE INSURANCE COMPANY
CINCINNATI, OHIO

CUSTOMS BOND APPLICATION & INDEMNITY

Return completed application to:

Customs Broker Name:	File Code:
Contact Name:	
Phone:	Fax:
E-mail:	

Please complete and have Importer sign both sides of this document and return to Avalon at (847) 700-8117 for final approval or e-mail to ARM-Bond_Underwriting@avalonrisk.com. If you are applying for an ISF Bond, please also include the Bond Principal's recent ISF Report Card. Financial statements may be required upon request.

APPLICANT/PRINCIPAL/INDEMNITOR INFORMATION

Company Name: _____

Individual/Sole Proprietorship Partnership (If general partnership, CBP requires list of all partners. If limited partnership CBP requires partnership agreement)

Corporation, State/Country of _____

Physical Address: _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

If foreign, U.S. service of process: _____

Phone: _____ Fax: _____ E-mail: _____

Importer Contact Name and Title: _____ Years in Business? _____

Previous Surety: _____ How many years has Applicant worked with Customs Broker? _____

Is Credit Extended? Yes No **If yes, how much credit is extended? \$** _____

Does Applicant participate in Periodic Monthly Statement? Yes No **If yes, effective date?** _____ and monthly payment of duties/taxes? \$ _____

Does Applicant participate in the Reconciliation program? Yes No Import to the U.S. Virgin Islands? Yes No Defer taxes on imports? Yes No

Do any of the following conditions apply? Yes No *If Yes, please check all conditions that apply below and provide any further details on separate page.*

Applicant and/or Partner/Officer of Applicant has previously filed for bankruptcy or is currently in bankruptcy proceedings.

A surety has previously paid Customs bond claim(s) on Applicant's behalf and/or Applicant is aware of pending Customs claims against our company.

Customs has previously suspended Applicant's immediate delivery privileges and/or Applicant is currently sanctioned by Customs.

Applicant and/or Partner/Officer of Applicant has been investigated by Customs for fraud or negligence and/or is currently involved in an investigation.

CUSTOMS RELATED INFORMATION

Importer Number: _____ Previous Importer Number: _____

Single Entry Continuous Bond Amount: \$ _____ Aggregated Bond Amount: \$ _____ Effective Date: _____

Activity Code: 1-Importer 1A-Drawback 2-Custodial 3-Intl Carrier 3A-Intl Traffic 4-FTZ 5-Public Gauger 16-ISF *see below*

1. Entry Type: General Merchandise TIB Warehouse Auto (DOT) AD/CVD FDA Chapter 98 GSP/CBI

2. Custodial Type: Bonded Carrier Bonded Warehouse Container Freight Station Bonded Cartmen AMS Filer

MERCHANDISE INFORMATION

Description of Merchandise: _____ Country of Origin: _____ Port of Entry: _____

Merchandise Subject to FDA? Yes No Is FDA Merchandise Subject to Automatic Detention? Yes No

Value of Merchandise: Last Year: \$ _____ Estimated current year: \$ _____

Duties, Taxes and Fees: Last Year: \$ _____ Estimated current year: \$ _____

AD/CVD Margin (if applicable) _____ Duties/Taxes Paid: with entry with entry summary ACH payment

If applying for a International Carrier Bond (C3), please note the amount of seats the aircraft holds including crew seats: _____

ISF INFORMATION

Bond Type: Unified ISF/Entry ISF-D Single Bond Aggregation: \$ _____ ISF-D Continuous Bond Amount: \$ _____

ISF Filing Date: _____ Bond Effective Date: _____ Vessel Departure Date _____

Has the importer filed previous ISFs? Yes No **If yes, how many prior ISFs were filed?** 1-5 6-10 11-20 20+ 50+ 100+

How many ISF single transaction bonds does importer anticipate filing each year? 1 2-5 6-10 11-20 20+ 50+ 100+

Per Importer's ISF Report Card, what percent of ISFs are: Flexible Filings _____% Late or Untimely? _____% Inaccurate? _____%

Is Bill of Lading on file in AMS (per AMS manifest)? Yes No IF NO: Is AMS processed electronically? Yes No Was shipment co-loaded? Yes No

CUSTOMS CERTIFICATION, INDEMNITY AGREEMENT AND COLLATERAL POLICY

I certify that the factual information contained in this application is true and accurate and any information provided which is based upon estimates is based upon the best information available on the date of this application. Dated _____ day of _____, 20_____.

I understand that all information contained herein or generated by U.S. Customs or other governmental agency or the Surety may be shared with the U.S. Customs Broker(s) of record acting on my behalf. I understand that there is a six (6) year statute of limitations for claims to be made against the bond(s) and collateral will not be returned until liability has been extinguished. For more information on Avalon's collateral policy, please visit www.avalonrisk.com/collateral.pdf.

Principal's Signature (must be owner/officer)

Typed or printed name and title of principal

Company Name

SEAL

The Undersigned hereby declares the truth of the representations herein, and that they are made to induce AMERICAN SERVICE INSURANCE COMPANY and/or GREAT AMERICAN ALLIANCE INSURANCE COMPANY or such other sureties as Avalon Risk Management may from time to time represent (hereinafter referred to collectively as the "Surety") to enter into a contract of suretyship by the issuance of the Bond(s) applied for. (Continued on reverse):

The Undersigned agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, or any Bond(s) in substitution for or in succession of the said Bond(s), or any increase or extension of time of the said Bond(s) or any other Bond or undertaking by the Surety on behalf of the principal whether issued or undertaken prior to or after the date hereof, hereinafter individually or collectively referred to as Bond(s), the undersigned hereby agrees:

- (1) To hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms and corporations in order to confirm and verify information referred to or listed herein;
 - (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
 - (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
 - (4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from demands, losses, costs, damages and expenses, including attorney's and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s). This obligation shall be continuing as to this Bond or any other Bonds or undertaking until Surety's liability is extinguished;
 - (5) That the Surety shall have (i) the exclusive right to adjust, settle or compromise any claim under such Bond(s), and (ii) the right, at its sole option and sole discretion, to increase or decrease the penalty(s) of any such Bond(s), to change the obligee(s) therein, to execute any continuations, enlargements, modifications and renewals thereof or substitute the same or different conditions, provisions and obligee(s) therein, it being agreed that this Indemnity Agreement shall cover such new or changed Bond(s) or renewals even though the Surety's action or consent may or does substantially increase the liability of the Applicant and the Undersigned;
 - (6) That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the property thereof and of the liability of the Undersigned theretofore to the Surety;
 - (7) To the following general provisions:
 - a. Any property which may have been, or may be, pledged as collateral security for any Bonds may, at the Surety's discretion, be retained as collateral security on any Bond falling under the scope of this Indemnity Agreement, whether or not executed, and whether or not executed or reinsured by the Surety, and for the full and complete performance of the Undersigneds' covenants under this Indemnity Agreement. In the case of any breach of the Undersigneds' covenants, or in case the Surety finds it necessary to raise money to meet any actual or prospective claim or demand under any Bond, or to pay any expense incurred in connection therewith, the Surety has full power and authority, without notice to the Undersigneds, to negotiate or redeem any checks or certificates of deposit, or to draw upon any letters of credit, and to use any or all of the proceeds, in order to protect itself against loss, costs, damages, attorneys' fees and expenses. After deducting all legal and other costs, and all loss, costs, damages, attorneys' fees and expenses, and all premiums due the Surety for any Bond or Bonds, the Surety shall return the remainder of the collateral, if any, to the person or persons legally authorized to receive it. We will contact you at the name and address provided and/or through your customs broker when the collateral may be returned. It is the principal's obligation to notify us of any change of address. If we are unable to contact you funds that we continue to hold on your behalf will become subject to a maintenance fee of 1.5% per month effective as of the return date of undeliverable certified mail to your last known address. The Surety shall not be responsible for any loss to the property from any cause other than the act or neglect of its officers or employees. The Surety shall not be responsible for paying interest, or loss of interest, to depositor or any other party on such deposits;
 - b. Where a Bond has been executed for the importation of merchandise, or transportation in-bond of imported merchandise, to consent to service of process upon the Customs broker or agent who executed the Bond on behalf of the Principal. Principals further consent to such service, at the Surety's sole option, at the original port of entry, the final port of entry, or other place, as may be a place of business of the Customs broker or agent. The Principal consents to jurisdiction at the place of service;
 - c. Where the bonded merchandise is a motor vehicle, a condition of executing the Bond is the immediate delivery of the vehicle to a Surety-approved bonded conversion facility. The delivery must occur directly from the port of entry to the conversion facility in order to perform all conversions necessary to bring the vehicle into conformity with United States Environmental Protection Agency and Department of Transportation emission and safety standards;
 - d. The Principals agree to give the Surety prompt written notice of any and all facts which may give rise to any action against the Surety relating to any Bond. If the Principals fail to petition, protest, defend or settle any such action taken by the Oblige, pursuant to the Bond, the Principals agree that the Surety may petition, protest, defend or settle such action to protect its interests by whatever means it considers appropriate. The determination as to whether any such action is petitioned, protested, defended or settled is binding and conclusive upon the Principals, and the result of any such petition, protest, defense or settlement is binding in whole or in part, as if it were the act of the Principals. Evidence of payment is prima facie evidence of the fact and extent of the Principals' liability to the Surety. Liability hereunder extends to, and includes, the full amount of any and all monies paid by the Surety in settlement or compromise of any action, in good faith under the belief that it was liable therefore, whether liable or not, as well as any and all disbursements for attorneys' fees, costs, and expenses as aforesaid, which may be made under the belief that such were necessary, whether necessary or not. The Principals understand that any action taken to petition, protest, defend or settle any action by the Oblige under the Bond, whether the action is initiated by the Principals or the Surety, does not excuse the Principals from the timely payment of bills for the Bond or for amounts paid in pursuance thereof;
 - e. The Surety has every right, defense, or remedy available, including the right of exoneration and replevin or to take possession of the bonded merchandise upon notification of any violation of the terms and conditions of the Bond. The Surety has specific lien rights as to both real and personal property, including merchandise in which the Undersigneds' is the owner and/or has ownership interest in, including merchandise in transit and/or in a warehouse.
 - (8) To consent to provide the Surety, any Bond Oblige and/or Customs broker, any and all information relative to entries or other transactions under any Bond;
 - (9) To consent to their lawful agent or attorney-in-fact executing and filing Bonds, by electronic or such other means as is elected instead of paper documents, and agree in those instances to be bound by this Indemnity Agreement and the terms and conditions of any Bonds as fully and completely as they would be if paper documents had been used and manually executed;
 - (10) The Principals understand and agree that the Bond or undertaking is subject to termination if the Principals no longer use a licensed Customs broker satisfactory to the Surety;
 - (11) The Undersigned further agrees to reimburse the Surety for all expense, counsel and attorney fees incurred by the Surety in enforcing any provision of this agreement.
- Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of the execution of the above mentioned Bond(s).

Dated _____ day of _____, 20____.

SIGNATURES

If Applicant is an INDIVIDUAL or PROPRIETORSHIP, sign here:

Name of Individual or Proprietorship

Witness Individually and as Proprietor

If Applicant is a PARTNERSHIP, sign here:

Name of Partnership

Individually and as Partner Individually and as Partner

If Applicant is a CORPORATION or LIMITED LIABILITY COMPANY (LLC), sign here:

Name of Corporation or Limited Liability Company

Attest: _____ Secretary/Witness By: _____ President or Managing Partner (for Limited Liability Company)

ALL OWNERS, (STOCKHOLDERS) AND ADDITIONAL INDEMNITORS MUST SIGN BELOW

In consideration of executing the Bond(s) applied for by Applicant, the Undersigned, now referred to as Indemnitor(s), acknowledge(s) that the above Indemnity Agreement has been read and the Indemnitor(s) is (are) aware of the contents of the Indemnity Agreement. The Indemnitors(s) agree(s) to be bound by the Indemnity Agreement to the same extent as the Applicant. The obligation imposes individual liability on the Indemnitor(s) as well as joint liability with the Applicant. The Indemnitor(s) has(have) sufficient interest in the performance of this obligation to execute this agreement and is (are) fully empowered to exercise this agreement.

INDEMNITOR NAME INDEMNITOR SIGNATURE