

**CUSTOMS POWER OF ATTORNEY AND
DESIGNATION OF EXPORT FORWARDING AGENT AND
DESIGNATION AS IMPORTER SECURITY FILING AGENT
and Acknowledgement of Terms and Conditions of Service**

IRS/SS# _____

- ___ Individual
- ___ General Partnership
- ___ Limited Partnership
- ___ Corporation
- ___ Sole Proprietorship
- ___ Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, _____

_____ (Grantor)
(Full name of individual, partnership, corporation, sole proprietorship or limited liability company)

doing business as _____, doing business as a _____
(Assumed name, if any)

_____ under the laws of the State or Country and Province
of _____, residing or having a principal place of business at _____

_____, hereby

constitutes and appoints **Mitsui-Soko (U.S.A.) Inc.** (Grantee), its officers, employees and/or specifically authorized agents, to act for and on its behalf 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 either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet, manifest or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

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 or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

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 or statements in connection with the entry 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 entering, clearing lading, unlading or operation of any vessel or other means of conveyance owned or operated by said grantor

Authorize other Customs Brokers duly licensed within the territory 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;

Make, prepare, declare, transmit or file data relating to the Importer Security Filing for merchandise destined for transport to or through the United States as required by law or regulation which is shipped by or consigned to said grantor;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the transmission or filing of the Importer Security Filing;

Appointment as Forwarding Agent: Grantor authorizes the above Grantee to act within the territory as lawful agent and make, endorse, sign, declare or swear to any export documents (i.e., commercial invoices, bill of lading, automated export system

("AES") record, manifest, 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 and to appoint other forwarding agents on grantor's behalf.

Act as authorized agent for export control, U.S. Census Bureau (Census Bureau) reporting, and U.S. Customs and Border Protection, the Bureau of Industry and Security, or any other U.S. Government agency, and to perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to grantor and to receive or ship any goods on behalf of grantor;

In the event that grantor is located outside the United States and any or all the transactions handled by Mitsui-Soko (U.S.A.) Inc. under this power of attorney are "routed export transactions": as that term is defined in 15 C.F.R. §30.1 (Foreign Trade Regulations) and 15 C.F.R. Part 772 (Export Administration Regulations), grantor certifies that it will not assume responsibility for determining licensing requirements and obtaining licensing authority without obtaining Mitsui-Soko (U.S.A.) Inc. prior consent; and

generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, as amended, or pursuant to other laws and regulations 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 waives the confidentiality requirements of Sections 111.24 of the Customs Regulations and the requirement in Section 111.36 of the Customs Regulations that the Customs Broker transmit a copy of its bill for services directly to the importer, and authorizes the Customs Broker to transmit its bill for services and copies of the Customs entry documents and related documents (CBP-7501 or other document used to make entry, commercial invoices, etc.) through Mitsui-Soko (U.S.A.) Inc. No part of any agreement between Mitsui-Soko (U.S.A.) Inc. and the Customs Broker forbids or prevents direct communication between the importer or other party in interest and the Customs Broker;

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 the earlier of the ____ day of _____, 20____, or until revocation in writing is duly given and received by Grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from dates of its execution);

If the Grantor is a General Partnership, the signatory certifies that he/she has full authority to execute this power on behalf of the grantor and shall state the names of all members of the partnership.

If the Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this power on behalf of Grantor and shall provide the names of the general partners who have authority to execute this power on behalf of Grantor. The signatory shall also provide a copy of the limited partnership agreement with this power.

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 and shall provide the names of all members or managers with the authority to execute this power of attorney.

Grantor acknowledges receipt of NCBFAA Terms and Conditions of Service governing transactions between the Parties.

IN WITNESS WHEREOF, the said _____

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

(Capacity) _____ Date: _____

Witness: (if required) _____

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. 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. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

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 _____
(Name) (Title)
of _____, organized under
(Full name of Corporation)
the laws of the State or Country and Province of _____ that
_____, who signed this power of attorney on behalf of
(Name of signatory of this Power of Attorney)
the Grantor, is the _____ of the corporation; and that said
(Title of signatory of this Power of Attorney)
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 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.

Signature

Date