

Power of Attorney

(Importers of Record and US Principal Parties In Interest)

Legal status of issuing party Check appropriate box [] Individual, [] Partnership, [] Corporation, [] Sole Proprietorship [] LLC /Other

IRS Account Number or Social Security Number: [1] _____

KNOW ALL MEN BY THESE PRESENTS, that: [2] _____

doing business as a/an [3] _____ under the laws of the State of [4] _____ organized on _____
 residing or having a principal place of business at [5] _____;

hereby constitutes and appoints L.E.Coppersmith, LLC., a California limited liability company, its officers, employees, and/or specifically authorized agents its heirs and assigns, 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 and in (the United States (the "territory") 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 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 to 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, 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 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, unloading, 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;

And generally to transact Customs 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. 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 to said grantor could so if present and acting, hereby ratify and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; and when L.E. Coppersmith, LLC is employed for the transaction of Customs business by an unlicensed entity, the grantor of this power of attorney knowingly and specifically waives direct transmittal of the copy of the entry and/or bill of services from L.E. Coppersmith, LLC.

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee (If the donor of this power of attorney is a partnership or LLC, the said power shall in no case have any force or effect in the United States after the expiration of two (2) years 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, transmit (EEI) Electronic Export Information, 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 forwarding agents on grantor's behalf; all as may be required by US Census Bureau, Bureau of Customs and Border Protection, Bureau of Industry and Security and any other Government agency. The USPPI hereby certifies that all statements and information contained in the documentation and provided the grantee relating to the exportation will be true and correct and understand that criminal and civil penalties may be imposed for making false or fraudulent statements or violation of any US laws or regulations on exportation.

The undersigned represents that all the information contained herein is true and correct as of date of execution and acknowledges they have read and agree to the L.E. Coppersmith, LLC Terms and Conditions of Service governing all transactions between Parties.

IN WITNESS WHEREOF, the said, [6] _____, has caused these presents to be signed:

(Signature) [7] _____, Capacity [8] _____, Date: [9] _____

NOTE: Per CODE OF FEDERAL REGULATIONS (CFR) Title 19-1-111.29(b): "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 that 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." If you wish to make your check payable directly to U.S. Customs Service, arrangements must be made with L.E. Coppersmith, LLC prior to time of entry to arrange timely receipt of your duty check. When payments are made to Coppersmith, Coppersmith. may undertake any means of payment to Customs available to them under current laws and regulation.

Instructions for Completing Form: * Mandatory for POA to be valid

[1] Federal Tax ID number or Social Security number for individuals or sole proprietors.

*[2] Full legal name of individual, partnership, corporation, sole proprietorship LLC, LLP or other entity (partnerships list full name of all partners followed by dba name, sole proprietors list full name of proprietor followed by dba name, limited partnerships attach list of all general partners)

[3] Restate legal status checked above

[4] State where legal business entity established for tax purposes

[5] Complete address (residence for individuals or principal business address)*please include Suite #'s and zip code

[6] Name in item [2] above

*[7] Authorized Signature (Corporations require corporate officer signature)

*[8] Title of signor

*[9] Date executed

Terms & Conditions of Service

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean L.E. COPPERSMITH, LLC, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) 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.
- (b) All suits against Company must be filed and properly served on Company as follows:
 - (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
 - (ii) For claims arising out of air transportation, within two (2) years from the date of loss;
 - (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
 - (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company 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; 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 actions(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.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the parties in writing agree to the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements for handling or transportation of the shipment are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.

(a) Customer 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 Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

(d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.

7. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connection with its services;

(b) Customer may obtain insurance coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(c) In all events, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to Customs brokerage, \$50.00 per shipment or transaction, or

(ii) where the claim arises 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;

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

(e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision 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, costs, penalties and/or attorneys' fees arising from the importation or exportation of Customer's 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 or regulations, 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. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions the Company is required to take pursuant to customs regulations to report to CBP when the Company separates from or cancels representation of a Customer as a result of determining, in the Company's judgment, that the Customer is intentionally attempting to use the Company to defraud the U.S. Government or commit any criminal act against the U.S. Government.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at a monthly rate of 5 % from the date of the invoice or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company in writing.

14. General Lien and Right To Sell Customer's Property.

(a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

1s. No Duty To Maintain Records For Customer. Customer 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 Company 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 Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company 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.

17. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company 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.

1s. No Duty To Serve as a Party to the Transaction. Unless requested by Customer in writing and agreed to by an officer of the Company in writing, Company shall not be construed as a party to the Transaction including but not limited to manufacturer, seller, buyer, importer, importer of record, exporter, with any attendant obligations or responsibilities pertaining to the export from or import of merchandise into the United States or transactions in connection therewith.

19. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Customer or its agent shall supply to Company the marks necessary to identify the goods, the number of packages, the quantity, weight, and apparent condition of the goods. Unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use on any bill of lading or shipping document the information supplied by Customer.

20.No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

21. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

22. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company 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) breaches of cyber security including but not limited to cyber outages or attacks; (iii) war, hijacking, robbery, theft or terrorist activities; (iv) incidents or deteriorations to means of transportation, (v) embargoes, (vi) civil commotions or riots, (vii) defects, nature or inherent vice of the goods; (viii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (x) strikes, lockouts or other labor conflicts. In such event, Company 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.

23. 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. Company'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.

24. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principles of conflict of law. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of California;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.



CREATE/UPDATE IMPORTER IDENTITY FORM

19 CFR 24.5

As the importer, consignee, or other party listed in block 1, you are responsible for the validity of the information provided in this document. Any Customs Broker or third party who is submitting the information on your behalf is only obligated to convey this information to Customs and Border Protection (CBP).

TYPE OF ACTION (Mark all applicable): Notification of Identification Number Change of Name Change of Address

All the data elements with a red asterisk are required

1. NAME AND IDENTIFICATION NUMBER

*1A. Importer/Business/Private Party Name:

*1B. Internal Revenue Service (IRS) Employer Identification Number (EIN), Social Security Number (SSN), or CBP-Assigned Number:

Number Type: (Select Only One)

- IRS Employer Identification Number (EIN)
 Social Security Number (SSN)
 CBP-Assigned Number
 Requesting a CBP-Assigned Number

1C. DIV AKA DBA 1D. DIV/AKA/DBA Name:

1E. I wish to be assigned a CBP Number. Check here if requesting a CBP-assigned number and indicate reason(s).

If you marked yes to receive a CBP assigned number, indicate the reasons why. Check all that apply.

- | | | | | |
|--|---|---|--|---|
| <input type="checkbox"/> I have a SSN, but wish to use a CBP-Assigned Number on all my entry documents | <input type="checkbox"/> I have no Social Security Number | <input type="checkbox"/> I have no IRS Number | <input type="checkbox"/> I have not applied for an IRS number or SSN | <input type="checkbox"/> I am not a U.S. Resident |
|--|---|---|--|---|

1F. CBP-Assigned Number:

1G. Type of Company:

- | | | | | |
|--|---|------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> LLC | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Individual |
| <input type="checkbox"/> U.S. Government | <input type="checkbox"/> State/Local Government | | <input type="checkbox"/> Foreign Government | |

1H. If you are an importer, how many entries do you plan on filing in a year? Select from the following:

- | | | |
|--|--|---|
| <input type="checkbox"/> 1-4 per year | <input type="checkbox"/> 5-24 per year | <input type="checkbox"/> 25 or more per year |
| <input type="checkbox"/> infrequent personal shipments | <input type="checkbox"/> or | <input type="checkbox"/> I do not intend to import. |

1I. How will the identification number be utilized? Select all options that will apply:

- | | | |
|--|---|--|
| <input type="checkbox"/> Importer of Record | <input type="checkbox"/> Consignee/Ultimate Consignee | <input type="checkbox"/> Drawback Claimant |
| <input type="checkbox"/> Refunds/Bills or | <input type="checkbox"/> Other _____ | |

1J. Program Code 1: 1K. Program Code 2: 1L. Program Code 3: 1M. Program Code 4:

2. ADDRESS INFORMATION

2A. MAILING ADDRESS (Each street address line can be no more than 32 characters)

*Street Address 1:	*City:	*State/Province:
Street Address 2:	Zip Code:	Country ISO Code:

*Is the address in 2A, a:

<input type="checkbox"/> Residence	<input type="checkbox"/> Corporate Office	<input type="checkbox"/> Warehouse	<input type="checkbox"/> Retail Location	<input type="checkbox"/> Office Building
<input type="checkbox"/> Business Service Center	<input type="checkbox"/> Post Office Box	<input type="checkbox"/> or	<input type="checkbox"/> Other - Explain: _____	

2B. PHYSICAL LOCATION ADDRESS (Required only if different than mailing address. Each street address line can be no more than 32 characters)

*Street Address 1:	*City:	*State/Province:
Street Address 2:	Zip Code:	Country ISO Code:

*Is the address in 2B, a:

<input type="checkbox"/> Residence	<input type="checkbox"/> Corporate Office	<input type="checkbox"/> Warehouse	<input type="checkbox"/> Retail Location	<input type="checkbox"/> Office Building	<input type="checkbox"/> or
<input type="checkbox"/> Other - Explain: _____					

*2C. Phone number:	Extension:	2D. Fax number:
*2E. Email address:	2F. Website:	

3. COMPANY INFORMATION

3A. Provide a brief business description: _____

3B. Provide the 6-digit North American Industry Classification System (NAICS) code for this business: _____

3C. Provide the D-U-N-S Number for the Importer: _____

3D. If you are also a broker/self-filer, supply the filer code that will be used when conducting business with CBP: _____

3E. Year established: _____

3F. List the names and Internal Revenue Service (IRS) Employer Identification Number (EIN), Social Security Number (SSN), or CBP-assigned numbers for current or previous related business entities.

Related Business	Name of Business Entities	IRS/SSN/CBP Assigned Number
__ Current __ Previous		
__ Current __ Previous		
__ Current __ Previous		

3G. Primary Banking Institution: _____
(Name)

(Bank Routing Number) (City) (State) (Country ISO Code)

3H. Certificate or Articles of Incorporation - (Locater I.D.) _____

3I. Certificate or Articles of Incorporation - (Reference Number) _____

3J. Business Structure/Beneficial Owner/Company Officers - The officers listed in this section must have importing and financial business knowledge of the company listed in section 1 of this form and must have legal authority to make decisions on behalf of the company listed in section 1.

Entry 1	Company Position Title:	Name (Last, First, Middle Initial)		
	Direct Phone Number:	Extension:	Direct Email:	
	Social Security Number:	Passport Number:	Country of Issuance:	Passport Expiration Date:
	Passport Type: __ Regular __ Official __ Diplomatic __ Passport Card			
Entry 2	Company Position Title:	Name (Last, First, Middle Initial)		
	Direct Phone Number:	Extension:	Direct Email:	
	Social Security Number:	Passport Number:	Country of Issuance:	Passport Expiration Date:
	Passport Type: __ Regular __ Official __ Diplomatic __ Passport Card			
Entry 3	Company Position Title:	Name (Last, First, Middle Initial)		
	Direct Phone Number:	Extension:	Direct Email:	
	Social Security Number:	Passport Number:	Country of Issuance:	Passport Expiration Date:
	Passport Type: __ Regular __ Official __ Diplomatic __ Passport Card			

3J. Business Structure/Beneficial Owner/Company Officers (Continued)				
Entry 4	Company Position Title:		Name (Last, First, Middle Initial)	
	Direct Phone Number:		Extension:	Direct Email:
	Social Security Number:	Passport Number:	Country of Issuance:	Passport Expiration Date:
	Passport Type: <input type="checkbox"/> Regular <input type="checkbox"/> Official <input type="checkbox"/> Diplomatic <input type="checkbox"/> Passport Card			
4. CERTIFICATION				
By my signature below, I certify that, to the best of my knowledge and belief, all of the information included in this document is true, correct, and provided in good faith. I understand that if I make an intentional false statement, or commit deception or fraud in this 5106 document, I may be fined or imprisoned (18 U.S.C. § 1001).				
*Printed or Typed Full Name (Last, First, Middle Initial):			*Signature:	
*Title:				
Telephone Number:	*Date:	Broker Name:	Telephone Number:	

PRIVACY ACT STATEMENT

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why DHS is requesting the information on this form.

AUTHORITY:

The U.S. Customs and Border Protection (CBP) is authorized to collect the information requested on this form pursuant to Title 19 of the Code of Federal Regulations (19 CFR §24.5 Filing Identification Number and 149.3 Data Elements). CBP has the authority to collect Social Security numbers (SSN) under Executive Order (E.O.) 9397, as amended by E.O. 13478 (Pursuant to 31 U.S.C. §7701(c), 26 U.S.C. §6109(d), 19 C.F.R. §24.5 and §149.3).

PURPOSE:

CBP is requesting this information to collect and maintain records on all commercial goods imported into the United States, along with carrier, broker, importer, and other ACE-ITDS Portal user account and manifest information. CBP will use this information to track, control, and process all commercial goods imported into the United States. This facilitates the flow of legitimate shipments, and assists the Department of Homeland (DHS)/CBP in targeting illicit goods.

ROUTINE USES:

The information requested on this form may be shared externally, as a "routine use" with appropriate federal, state, local, tribal, or foreign governmental agencies, or multilateral governmental organizations, to assist DHS in investigating or prosecuting the violations of, or for enforcing or implementing, a statute, rule, regulation, order, license, or treaty or when DHS determines that the information would assist in the enforcement of civil or criminal laws. A complete list of the routine uses can be found in the system of records notice associated with this form, "DHS/CBP-001 Import Information System." The Department's full list of system of records notices can be found on the Department's website at <http://www.dhs.gov/system-records-notices-sorns>.

CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:

Providing this information is voluntary. However, failure to provide the information will result in the denial of a CBP-assigned importer number/importer of record identification (ID) number, and inability to pay import related duties, taxes, and fees related to an entry of imported goods. Individuals who do not provide this information may be required to use a separate party for transactions, which may affect or delay the importation of shipments in international trade.

INSTRUCTIONS

TYPE OF ACTION

Notification of Identification Number - Check this box if this is your first request for services with CBP, or if your current Importer Number is inactive and you wish to activate this number.

Change of Name - Check this box if the Importer Number is on file but there is a change in the name.

Change of Address - Check this box if the Importer Number is on file but there is a change in the address.

For updates involving to an existing IOR other than a change of name or address, "TYPE OF ACTION" should be left blank.

NOTE: If a "Change of Address" and/or "Change of Name" is requested for an importer or other party that has an active bond on file with CBO, then a name and/or address rider must accompany this change document, unless the rider is otherwise not required for the bond pursuant to a CBP test announced in the Federal Register, such as CBP's eBond Test Program, or otherwise not required by CBP's regulations.

SECTION 1 - NAME AND IDENTIFICATION NUMBER

1A - Importer/Business/Private Name - Indicate the full legal name of the company or individual who will be importing or seeking service or payment. If you are submitting this document as a consignee to the import transaction, sections 1 and 2 must be filled out completely.

1B - IRS/SSN - Complete this block if you are assigned an Internal Revenue Service (IRS) employer identification number or Social Security Number (SSN). If neither an IRS employer identification number nor a Social Security Number (SSN) has been assigned, click the "NONE" check box. The SSN should belong to the principal or owner of the company.

1C - DIV/AKA/DBA - Complete this block if an importer is a division of another company (DIV), is also known under another name (AKA), or conducts business under another name (DBA).

1D - Complete this block only if Block 1C is used.

1E - Request CBP-Assigned Number - Complete this block if you have neither an IRS employer identification number nor a SSN and you require a CBP-assigned number, or, you choose to use a CBP-assigned number in lieu of your SSN. If you have an IRS employer identification number at the time you submit this form that number will automatically become your importer identification number and **no** CBP-assigned number will be issued. **NOTE:** A CBP-assigned number is for CBP use **only** and does not replace listing a SSN or IRS employer identification number on this form. If you have elected to request a CBP-Assigned Number in lieu of your SSN, you must provide your Company Position Title, Name, and SSN in block 3J of this form. In general, a CBP-assigned number will be issued to foreign businesses or individuals, provided no IRS employer identification number or SSN exists for the requester. A requester can choose to keep using the CBP-assigned number even if the individual subsequently acquires a SSN. If block 1E is completed, CBP will issue an assigned number and inform the requester. This identification number will be used for all future CBP transactions when an identification number is required. If an IRS employer identification number, a Social Security Number, or both, are obtained after an identification number has been assigned by CBP, a new CBP Form 5106 form shall not be filed unless requested by CBP.

1F - CBP-Assigned Number - Complete this block if you have already been assigned a CBP-Assigned Number, and there is a requested change in Block "TYPE OF ACTION".

1G - Type of Company - Select the description that accurately describes your company. A Limited Liability Company (LLC) is not a corporation; it is a legal form of company that provides limited liability to its owners.

1H - Provide an estimate of the number of entries that will be imported into the U.S. in one year, if you are an importer of record.

1I - Check the boxes which will indicate how the name and identification number will be utilized. If the role of the party is not listed, you can select "Other" and then list the specific role for the party. (ex., Transportation carrier, Licensed Customs Brokerage Firm, Container Freight Station, Commercial Warehouse/Foreign Trade Zone Operator, Container Examination Station or Deliver to Party).

1J thru 1M - If you are currently an active participant in a CBP Partnership Program(s), provide the program code in Block 1J thru Block 1M of the revised CBP Form 5106 and the information that is contained in Section 3 of the revised CBP Form will not be required. (ex., Customs Trade Partnership Against Terrorism - CTPAT, Importer Self-Assessment - ISA)

SECTION 2 - ADDRESS INFORMATION

2A - MAILING ADDRESS (Mailing Address for the named business entity or individual referenced in section 1).

Street Address 1 - This block must always be completed. It may or may not be the physical location. Insert a post office box number or a street number representing the first line of the mailing address. For a U.S. or Canadian mailing address, additional mailing address information may be inserted. If a P.O. Box number is given for the mailing address, a second address (physical location) must be provided in 2B. This line can be no more than 32 characters long.

Street Address 2 - If applicable, this block must always be completed with the apartment, suite, floor, and/or room number. This line can be no more than 32 characters long.

City - Insert the city name of the importer's mailing address.

State/Province - For a U.S. mailing address, insert a valid 2-position alphabetic U.S. state postal code. For a Canadian mailing address, insert a 2-character alphabetic code representing the province of the importer's mailing address.

Zip Code - For a U.S. mailing address, insert a 5 or 9-digit numeric ZIP code as established by the U.S. Postal Service. For a Canadian mailing address, insert a Canadian postal routing code. For a Mexican mailing address, leave blank. For all other foreign mailing addresses, a postal routing code may be inserted.

Country ISO Code - For a U.S. mailing address, leave blank. For any foreign mailing address, including Canada and Mexico, insert a 2-character alphabetic International Standards Organization (ISO) Code representing the country.

Type of Address - Check the box that describes this address.

2B - PHYSICAL LOCATION ADDRESS - Provide the address that is associated with the business or the individual. **This address cannot be a P.O. Box, Business Service Center, etc.** The address associated with the business can be the principal's home address. The Physical Location Address does not need to be provided on the form if it is the same as the mailing address.

Street Address 1 - If the place of business is the same as the mailing address, leave blank. If different from the mailing address, insert the company's business address in this space. A second address representing the company's place of business is to be provided if the mailing address is a post office box or drawer. This line can be no more than 32 characters long.

Street Address 2 - If applicable, this block must always be completed with the apartment, suite, floor, and/or room number. This line can be no more than 32 characters long.

City - Insert the city name for the business address.

State/Province - For a U.S. address, insert a 2-character alphabetic U.S. state postal code. For a Canadian address, insert a 2-character alphabetic code representing the province of the importer's business address.

Zip Code - For a U.S. business address, insert a 5 or 9-digit numeric ZIP code as established by the U.S. Postal Service. For a Canadian address, insert a Canadian postal routing code. For a Mexican address, leave blank. For all other foreign addresses, a postal routing code may be inserted.

Country ISO Code - For a U.S. address, leave blank. For any foreign address, including Canada and Mexico, insert a 2-character alphabetic ISO code representing the country.

Type of Address - Check the box which describes this address.

2C - Phone Number - The phone number and extension.

2D - Fax Number - The fax number.

2E - E-mail Address - The e-mail.

2F - Website - The website.

SECTION 3 - COMPANY INFORMATION - In most cases, the data elements in this section are optional. However, if the "I have a SSN, but wish to use a CBP-assigned number on all my entry documents" option was selected in Block 1E, you must provide your Company Position Title, Name, and SSN in Block 3J.

The absence of this information will affect CBP's ability to fully understand the level of risk on subsequent transactions and could result in the delay of cargo release or the processing of a refund.

3A - Provide a brief description of your business.

3B - Complete this field if you know the North American Industry Classification System (NAICS) code as defined by the Department of Commerce. Provide your 6-digit NAICS code.

3C - If available, provide the Dun & Bradstreet Number for the name that was presented in section 1.

3D - If you are an importer who is a self-filer and are using your own filer code, or a broker who also has maintained an identification number, provide the filer code that you will be using to conduct business with CBP.

3E - Indicate the year in which your company was established.

3F - Related Businesses Information - List the name and IRS employer identification number, Social Security Number or CBP assigned number for each related business and indicate if it is a current or previous related business.

3G - Indicate the primary banking information for the company that is listed in section 1.

3H - Certificate or Articles of Incorporation - Provide the 2-digit State or insert a 2-character alphabetic ISO Code representing the country in which the articles of incorporation for the business were filed (as applicable).

3I - Certificate or Articles of Incorporation - Provide the file, reference, entity, issuance or unique identifying number for the certificate or articles of incorporation or business registration number or the foreign articles of incorporation (as applicable).

3J - Business Structure/Beneficial Owner/Company Officer - The Beneficial Owner is any individual or group of individuals that, either directly or indirectly, has the power to vote or influence the transaction decisions regarding a specific security or one who has the benefits of ownership of a Security (finance) or property and yet does not nominally own the asset itself. Beneficial Owner/ Company Officers must have importing and financial business knowledge of the company listed in section 1 and the legal authority to make decisions on behalf of the company listed in section 1 with respect to that knowledge. In most instances, the SSN or Passport Number, Country of Issuance, Passport Expiration Date, and Passport Type, in the absence of a SSN, are optional in this block. However, if the "I have a SSN, but wish to use a CBP-assigned number on all my entry documents" option is selected in Block 1E, your Company Position Title, Name, and SSN must be provided in this block.

PAPERWORK REDUCTION ACT STATEMENT: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0064. The estimated average time to complete this application is 45 minutes. The obligation to respond is required to obtain a benefit. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of International Trade, Regulations and Rulings, 90 K Street NE, Washington DC 20002.



Import Compliance Partnership Agreement

Legal Obligations of Importing

Under **Title 19 of the United States Code (19 U.S.C. § 1484)** and **19 CFR § 141.1**, the **Importer of Record (IOR)** bears full legal responsibility for ensuring that all import declarations submitted to U.S. Customs and Border Protection (CBP) and other relevant government agencies are accurate and complete. This includes proper classification, valuation, and documentation of imported goods.

The importer's liability for duties and compliance is considered a **personal debt to the United States**, enforceable regardless of whether a customs broker is used. Importers must maintain records for at least five years and are subject to audits and penalties for noncompliance.

To meet the standard of **reasonable care**, importers are strongly encouraged to seek guidance from qualified professionals such as licensed customs brokers, customs attorneys, accountants, and other subject matter experts.

At **L.E. Coppersmith LLC**, we are honored to serve as your partner in maintaining a 100% compliance program. We take this responsibility seriously and are committed to thoroughly understanding your import transactions to ensure that all declarations filed on your behalf are accurate, complete, and fully compliant with applicable regulations.

Valuation of Goods:

U.S. Customs Regulations require that the full value of goods be declared. Often the full transaction costs are not reflected on the commercial invoice because some adjustments and payments are made against other documents which the broker does not see. Please review the list below, and make any adjustments to price that may exist in any of your import transactions:

- | | | |
|---|--|--|
| <input type="checkbox"/> Discounts | <input type="checkbox"/> Sales Commission | <input type="checkbox"/> Buying Commission |
| <input type="checkbox"/> Royalties | <input type="checkbox"/> Currency Adjustments | <input type="checkbox"/> Materials, Components |
| <input type="checkbox"/> Any other indirect payment | <input type="checkbox"/> Any other Adjustments | |

Do you supply any international vendors either directly or indirectly for reduced costs or free of charge any of the following:

- | | | |
|---|--|---|
| <input type="checkbox"/> Tools, dies, molds, etc. | <input type="checkbox"/> Engineering work | <input type="checkbox"/> Development work |
| <input type="checkbox"/> Art or design work | <input type="checkbox"/> Plans or sketches | <input type="checkbox"/> Materials, Components, Parts |

Is the invoice which we will use for Customs entry purposes the invoice from which your accounting department pays the vendor? Yes No

Does your company participate in the Reconciliation Program with Customs? Yes No

If you have checked any of the above boxes, describe how you declare these to Customs: _____

Classification of Merchandise:

Have you obtained rulings from Customs on the classification of your merchandise? Yes No
Please describe how the commercial description of the merchandise on your commercial invoices is derived:

How is the country of origin determined? _____

Do you obtain Manufacturer's Affidavits from all your vendors? Yes No

Is all merchandise properly marked with country of origin marking? Yes No

Does any of your merchandise qualify for reduced duty rates under:

- | | | |
|---|------------------------------|-----------------------------|
| Generalized System of Preferences (GSP) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Caribbean Basin Economic Recovery Act (CBERA/CBI) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Caribbean Basin Trade Partnership Act (CBTPA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Andean Trade Preference Act (ATPA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Andean Trade Promotion & Drug Eradication Act | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| African Growth & Opportunity Act (AGOA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. Mexico Canada FTA (USMCA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. - Israel Free Trade Area (IFTA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. - Jordan Free Trade Area (JFTA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Jordan QIZ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Egypt QIZ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

- | | | |
|---|------------------------------|-----------------------------|
| U.S. – Chile Free Trade Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. – Singapore Free Trade Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. – Australia Free Trade Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| US- Morocco Free Trade Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| US-Oman Free Trade Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| US-Bahrain Free Trade Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| US- Peru Trade Promotion Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| DR-CAFTA | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Civil Aircraft | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. Goods Returned | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| U.S. Goods Assembled or Repaired Abroad | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Does Anti-Dumping Duty or Countervailing Duty apply to any of your merchandise? Yes No

Do you claim duty drawback on any merchandise exported from the U.S. that might subsequently be returned? Yes No

Intellectual Property Declaration:

Importer to identify in writing whether he will import goods bearing any copyrighted properties or trademarks registered in the U.S. A form of the declaration obtained from the importer is separately provided and includes assurances from the importer that he has the right to put the copyright(s) or trademark(s) on his goods.

Post Entry Audit:

It is legally the importer’s responsibility to review all Customs declarations made in their name and to ascertain that the declaration properly and completely reflects the import transaction. The burden of accuracy of declarations made at time of entry falls on the importer. While Coppersmith Inc. takes responsibility for properly entering your merchandise based upon the information provided to us, it is important that the entry information be reviewed by your staff. Entry summaries are generally prepared at the time of cargo release and can be reviewed and revised within ten (10) working days. Any discrepancies brought to our attention within this time frame can usually be addressed prior to duty payment. Discrepancies brought to our attention after duty payment must be addressed through the Customs protest procedures.

Post Entry Action:

Who will be responsible for filing Customs Protests?

- Importer L.E. Coppersmith LLC. (after written notification of request)

U.S. Customs reserves the right to change the duty assessment on an entry until Customs liquidates the entry. Liquidation normally occurs 314 days from the date of entry. Courtesy notices of liquidation are mailed to the importer and are provided electronically to the broker. A protest can only be filed within 180 days from the date of liquidation.

Notice: If Customs has questions or concerns regarding your entry process or data supplied, they will communicate to you via a “Request for Information”, “Notice of Action”, or “Notice to Mark/Redeliver”. It is very important that this type of correspondence is responded to promptly to avoid Customs penalties. Who in your organization is the correct point of contact for such correspondence?

Recordkeeping:

U.S. Customs Regulations require retention of all records pertaining to Customs entries for five (5) years from the date of entry. These records include, but are not limited to, the following documents which are required to make entry: Evidence of Right to Make Entry (B/L or AWB), Declaration of Entry, Commercial Invoice, Packing List, and Bond Information. In addition, the importer must maintain and be able to produce any other records which he maintains in his normal course of business that may pertain to the import transaction, such as contracts, purchase orders, trade terms, terms of sale, product specifications, accounts payable records. While L.E. Coppersmith LLC. does retain copies of the records we use to process entry documents, this does not relieve the importer of his obligation to retain and produce records. It is our policy to provide the importer with copies of all entry documents and relevant back-up documentation along with a copy of our invoice. To whom should these documents be addressed?

Terms and Conditions:

The standard trading terms and conditions applying to the acts of the customs brokers and freight forwarders are printed on the reverse side of the Power of Attorney and invoice. Unless otherwise agreed, these trading terms are binding.

Certification:

I have completed this questionnaire to the best of my knowledge and ability. I understand that the information contained herein will be used to prepare Customs entries on behalf of _____
_____. Declarations made in error based upon this information are the responsibility of the importer.

Signed: _____ Date: _____
Name: _____
Title: _____

Denial:
_____(Name of company) has NOT filled out this questionnaire. We take full responsibility for entries prepared on our behalf. L.E. Coppersmith LLC. acts as our entry filer only.

Signed: _____ Date: _____
Name: _____
Title: _____



General Agent for
the Sureties it Represents

Customs Bond Application & Indemnity

Return completed application to:	Customs Broker Name:		Filer Code:
	Phone:	Fax:	Email:
	Important: Applicant should complete both sides and sign where noted. Return completed applications to your broker, Coppersmith. The surety may require financial statements and/or additional information to approve the bond(s) upon request.		

Applicant/Principal/Indemnitor Information			
Company Name:			
DBA or Trade Name (if any):			
<input type="checkbox"/> Individual/Sole Proprietorship.		<input type="checkbox"/> Corporation. State/Country of Incorporation:	
<input type="checkbox"/> General Partnership. Please include names of all partners under separate cover.		<input type="checkbox"/> Limited Partnership. If so, CBP may require complete copy of partnership agreement.	
Physical Address:			
City:	State/Province:	Postal Code:	Country:
If foreign, U.S. service of process:			
Importer Number (FEIN, CBP Assigned or SS#):		SCAC Code (if applicable):	Years in Business:
Does Applicant participate in any of these CBP Programs? <input type="checkbox"/> Importer Self Assessment <input type="checkbox"/> Trusted Trader <input type="checkbox"/> C-TPAT Tier 2 or 3 <input type="checkbox"/> Other:			
Importer Contact Name:		Title:	
Phone:	Fax:	Email:	
Is credit extended? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how much credit is extended?	Applicant has been a client of the broker since (year):	
Are there any additional trade names and/or unincorporated divisions to be included on the bond? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach complete list.			
Are there other Applicants to be included as co-principals on the bond? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete separate application for each.			
Does Applicant participate in any of the following: <i>Please note answers for all items and if yes, please provide additional information as requested:</i>			
<input type="checkbox"/> Yes <input type="checkbox"/> No Periodic Monthly Statement? If yes, an additional surcharge may apply and financial statements may be required.			
<input type="checkbox"/> Yes <input type="checkbox"/> No Reconciliation program? If yes, a rider to the bond is required and additional premium shall apply.			
<input type="checkbox"/> Yes <input type="checkbox"/> No Importations to the U.S. Virgin Islands? If yes, a rider to the bond is required.			
<input type="checkbox"/> Yes <input type="checkbox"/> No Defer taxes on imports for tobacco, spirits and/or other commodities?			
Do any of the following conditions apply? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check any that apply below and provide further details on a separate page.			
<input type="checkbox"/> Applicant and/or Partner/Officer of Applicant has previously filed for bankruptcy or is currently in bankruptcy proceedings.			
<input type="checkbox"/> A surety has previously paid Customs bond claim(s) on Applicant's behalf and/or Applicant is aware of pending Customs claims.			
<input type="checkbox"/> CBP has previously suspended Applicant's immediate delivery privileges and/or Applicant is currently sanctioned by CBP.			
<input type="checkbox"/> Applicant and/or Partner/Officer has been investigated by CBP for fraud or negligence and/or is currently involved in an investigation.			

Bond and Merchandise Related Information			
<input type="checkbox"/> Single Entry	<input type="checkbox"/> Continuous	Bond Amount: \$	Aggregated Bond Amount: \$
Effective Date:			
Activity Code: <input type="checkbox"/> 1-Importer <input type="checkbox"/> 1A-Drawback <input type="checkbox"/> 2-Custodial <input type="checkbox"/> 3-International Carrier <input type="checkbox"/> 3A-International Traffic			
<input type="checkbox"/> 4-FTZ <input type="checkbox"/> 5-Gauger <input type="checkbox"/> 6-Wool & Fur <input type="checkbox"/> 7-B/L <input type="checkbox"/> 8-Copyright <input type="checkbox"/> 9-Neutrality <input type="checkbox"/> 10-Court Costs			
<input type="checkbox"/> 11-Airport Security Customs Area <input type="checkbox"/> 12-ITC <input type="checkbox"/> 14-IBEC <input type="checkbox"/> 15-IPR <input type="checkbox"/> 16-ISF (Importer Security Filing)			
Custodial Type: <input type="checkbox"/> Bonded Carrier <input type="checkbox"/> Bonded Warehouse <input type="checkbox"/> Container Freight Station <input type="checkbox"/> Bonded Cartmen <input type="checkbox"/> AMS Filings			
International Carrier Type: <input type="checkbox"/> Ocean Vessel <input type="checkbox"/> AMS Filings <input type="checkbox"/> Aircraft			
ISF Type: For a single ISF-D bond or Unified filing, what is: (1) the ISF Filing Date? (2) Vessel Departure Date?			
Entry Type(s): <input type="checkbox"/> General Merchandise <input type="checkbox"/> TIB <input type="checkbox"/> Warehouse <input type="checkbox"/> Auto (DOT) <input type="checkbox"/> FDA <input type="checkbox"/> Chapter 98 <input type="checkbox"/> GSP/CBI <input type="checkbox"/> AD/CVD* <i>*Please provide Avalon's AD/CVD questionnaire if merchandise is subject to antidumping and/or countervailing.</i>			
Are you importing any of the following commodities: <input type="checkbox"/> Yes <input type="checkbox"/> No Atomizers/Atomizer Kits/Vapes, Tobacco, Bitcoin Machines, Mining Devices, 3D Printers, Radioactive Materials, Solar Panels			
Top 3 Commodities:		Top 3 Countries of Origin:	
Is FDA Merchandise Subject to Automatic Detention? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is FDA Merchandise Restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Importer's Bank (Name & Branch Location):			
Value of Merchandise:		Estimated next 12 months: \$	
Last 12 Months: \$			
Duties, Taxes and Fees:		Estimated next 12 months: \$	
Last 12 Months: \$			
Duties/Taxes Paid: <input type="checkbox"/> With Entry <input type="checkbox"/> With Entry Summary <input type="checkbox"/> Via ACH payment			

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 CBP or other governmental agency or the Surety may be shared with the 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 Avalon Risk Management on behalf of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY and/or NEW YORK MARINE AND GENERAL INSURANCE COMPANY and/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 in accordance to 19 CFR part 113 as amended by Federal Register Notice 79 FR 70881. 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, any previously issued Bond(s), 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 Bond or suretyship obligation undertaken for the benefit of the Principal, whether executed in physical form or created through electronic means, 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_____.

SIGNING INSTRUCTIONS

The person signing the application on page one should also be the person signing the indemnity agreement on page two.

- If the Applicant is an INDIVIDUAL or PROPRIETORSHIP, the signatory must be the Individual or Proprietor.
- If the Applicant is a PARTNERSHIP, the signatory represents that he or she has authority to bind the partnership and should be a Managing Partner.
- If the Applicant is a CORPORATION or LIMITED LIABILITY COMPANY (LLC), the signer represents that he or she has authority to bind the Applicant entity and should be an Officer or Managing Member.

SIGNATURE OF APPLICANT:	
Typed Name of person signing:	
Typed Title of person signing:	
Date:	



Dear Importer,

Over the past several years, we have seen increased incidents of damaged and lost cargo throughout the international supply chain. Many people do not realize that their Business Insurance coverages do not reimburse them for Cargo damaged in transit. Air and Ocean Carrier coverages pay only a fraction of the *shipping costs*, not the *value* of your product.

Can you afford to lose even a small part of your merchandise, or worse, have to *pay the carrier* for damage to their vessel, despite the loss of your cargo?

Marine Cargo Insurance costs little and covers you against **All Risks** that may arise throughout the transit of your product.

We are happy to provide you a Cargo Insurance Quote for all your international shipments.

In an effort to ensure that all customers have been advised of their ability to obtain Cargo Insurance, we ask that you complete the information below for our customer records.

Please check one of the following:

_____ We **DO** want Cargo Insurance on all our shipments through Coppersmith and their Surety.
*We understand that there is a fee for this coverage.

_____ We **DO NOT** want Cargo Insurance on any our shipments.
*We understand that a claim cannot be honored (through Coppersmith) in case of Damages or Loss.
We also agree to pay all related Coppersmith invoices within terms.

Company Name

Date: _____

Signature

Printed Name and Title

The signature provided above is acknowledgement that you have the authority to sign on behalf of your company and may bind the company as it pertains to the above acceptance or declination of cargo insurance.

Corporate Headquarters: 525 S. Douglas St. #100, El Segundo, CA 90245 (310) 607-8000



Coppersmith
Global Logistics

CREDIT APPLICATION

Company Name:	
Trade Names or DBA's:	
Physical Address:	
Mailing Address:	
Billing Address if applicable:	
Tel:	Fax:
Website:	
Primary Contact:	E-mail:

STRUCTURE	Corporation	LLC/LLP/LTD	Partnership	Sole Proprietor	Individual
Date Business Started:	month	year	State Registered:	Entity No.	
TAX EIN:	SSN:		DOB:		

(required when EIN not applicable)

Officers, Managing Directors, Partners, Owners (names and titles of individual(s) authorized to bind the company)	
Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:
Accounts Payable or Bookkeeper	
Tel:	e-mail:

Bank - Name & Address:	
Bank - Account Manager:	Tel:
Bank Account Number:	
DUNS Number:	Paydex Score:
Primary Suppliers or trade accounts with whom you have credit terms (attachment in similar format acceptable)	
Name & Address:	
Contact Name:	Acct # Tel: e-mail:
Name & Address:	
Contact Name:	Acct # Tel: e-mail:
Name & Address:	
Contact Name:	Acct # Tel: e-mail:

To establish your account, credit limit, and terms of payment where L.E. Coppersmith, Inc. may advance funds on your behalf, you certify that the information contained herein is true and accurate. Further by signing below you agree that: (1) payments are due in accordance with our written terms; (2) to cover liquidated damages, late payments are subject to a monthly fee of 2%, calculated from the date of invoice; (3) you will pay all costs of collection and reasonable attorney's fees if required to collect amounts owed; and (4) you will pay a \$25 fee on any returned or NSF check, regardless of the reason. In addition, a personal guarantee is required if the business customer in this application is an entity other than a sole proprietorship. By signing below you, as an individual, agree, that you are personally bound by the terms of repayment and are jointly and severally responsible for all sums, balances and accounts due L.E. Coppersmith, Inc.

Print Name:	Title:
Date:	Signature: SSN:

CORP: 525 S. Douglas Street, El Segundo, CA 90245 • 310-607-8000 • Fax 310-607-8001 • www.coppersmith.com

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DALLAS CHICAGO ATLANTA NEW YORK