

ICAT

CUSTOMER FORM

CUSTOMS POWER OF ATTORNEY AND DESIGNATION OF EXPORT FORWARDING AGENT FOR NON-US ENTITIES

Required information (*)

*Company/Business Number: _____

*Entity Full Name: _____

Doing Business As: _____

*Full Address: _____

*Form Completed by (Printed Name): _____

POA Expiry Date: _____
(may be left blank; minimum 60 days from the date signed)

Customs-Assigned Number (ICAT use only)

Know all men by these presents: That the above entity (Grantor) and the U.S. Principal Party in Interest (USPPI), hereby constitutes and appoints ICAT Logistics, Inc. and ICAT Customs Brokerage, Inc. 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 the United States (the "territory"), either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, transportation, or exportation of any merchandise in or through the Customs territory shipped or cosigned 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 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 U.S. Customs and Border Protection (CBP);

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, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

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 endorse or countersign weight certificates or tickets provided by Grantor or Grantor's designee, or operation of any vessel or other means of conveyance owned and operated by said Grantor;

Authorize other Customs Brokers duty 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

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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;

And give said agent and attorney full power and authority to do whatever is requisite and necessary 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 expiry date above, or until notice of revocation in writing is duly given to 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 the date of its execution.

Appointment as forwarding agent for export: Grantor appoints and authorizes Grantee to act as lawful agent and to sign or endorse export documents and transmit electronically export information (i.e., commercial invoices, bills of lading, insurance certificates, certificates of origin, drafts, and any other document) necessary for the completion of an export of Grantor's behalf as may be required under law and regulation relating to export or export controls in the territory and to appoint forwarding agents on Grantor's behalf. Grantor specifically authorized Grantee as its agent to file Electronic Export Information in the Automated Commercial Environment Portal on Grantor's behalf, and to transmit that information in a manifest to U.S. Customs. The Grantor certifies that necessary and proper documentation to accurately transmit the export information to U.S. Customs and the U.S. census bureau will be provided to Grantee. Grantor further understands that civil and criminal penalties may be imposed by U.S. Customs for making false or fraudulent statements in export documents.

Grantor acknowledges receipt of ICAT Logistics, Inc. and ICAT Customs Brokerage Inc. Terms and Conditions of Carriage governing all transactions between the Parties. Signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

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) in the event charges are not paid by the Broker. Therefore, Customs charges may be paid with a separate check to "U.S. Customs and Border Protection," which shall be delivered to Customs by the Broker. (19 CFR 141.1(B)) Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

A signed copy of this Power of Attorney transmitted by fax or email shall be deemed original. Grantor acknowledges that copies of Customs forms, including the itemized copies of Brokerage charges, are available to the importer of record upon request, even if Customs charges are paid by a third party. (19 CFR 111.36)

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In witness whereof, the said caused these presents to be signed and sealed on this day.

Required information (*)

*Entity (Company) Name: _____

*Printed (Representative) Name: _____

*Signature: _____

*Capacity/Title: _____

*Email: _____ *Phone: _____

*Date: _____

CORPORATE CERTIFICATION

Authority to be confirmed by a second officer, other than the one who signed the Power of Attorney. **This is required for ALL foreign entities.**

*Printed Name: _____

*Capacity/Title: _____

...certify that the individual (above) who signed this Power of Attorney is:

*Signor Name: _____

*Capacity/Title: _____

...and that this individual holds authority to bind the corporation by permission of its governing body. I further certify that the authority held by this individual is in agreement with the articles of incorporation and/or bylaws of said corporation and was executed in compliance with all local laws.

*Signature: _____

*Date: _____



COMPANY POLICY

ICAT LOGISTICS' PRIVACY POLICY

This Privacy Policy has been compiled to better inform how ICAT Logistics, Inc. (“ICAT Logistics”, “us”, “we”, or “our”) collects, uses, protects or otherwise handles your Personal Data and what your rights are under law. This Privacy Policy does not apply to ICAT Logistics employees or job applicants.

If you are a resident of California, please see our California Notice at Collection and California Privacy Notice for information pertinent to you.

What personal data do we collect?

Depending on how you interact with us, we may collect different Personal Data from you and about you. Below we describe the categories of Personal Data we collect and our legal bases for processing your Personal Data.

- **Identifiers and Contact Information:** This includes information such as your name, email address, phone number, and mailing address.
 - Legal Bases: Consent, Performance of a Contract, Compliance with Legal Obligations, Legitimate Interests.
- **Internet or Other Electronic Activity Information, Device Information:** This includes details regarding your web browser, IP address, the time zone you are in, what webpages or products you view, search terms you have used to find our website, and how you interact with our website.
 - Legal Bases: Consent, Performance of a Contract, Compliance with Legal Obligations, Legitimate Interests.

Legitimate Interests/Consent: To the extent we rely on our legitimate interests as a legal basis for processing of your Personal Data, we have considered the balance between our own interests (among other things, the lawful and efficient operation of our website, and quality and enhancement of our products and relationships with you) and your interests and we believe that(a) you would reasonably expect us to carry out the kind of processing referenced above and (b) such processing will not cause you any harm and/or will not seriously impact your rights and freedoms with regard to data privacy.

How do we collect personal information?

We collect Personal Information directly from you when you use or interact with our website or contact us. Along with our advertising partners, we may also collect Personal Information from and about you through the use of cookies, web beacons, unique identifiers, pixels and other online tracking technologies. For example:

- We use Google Analytics to help us understand how our customers use our website. You can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

To learn more about interest-based advertising and how you may be able to opt out please visit the Network Advertising Initiative’s online resources, at <http://www.networkadvertising.org/choices>, and/or the Digital Advertising Alliance (“DAA”) at www.aboutads.info/choices.

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You can delete cookies and other online tracking technologies from your device by clearing your browser history. This will delete all online tracking technologies from all websites and applications you have visited since you last cleared your browser history. You can also set your browser to prevent certain online tracking technologies from being placed on your device. To learn more, please see the links below:

[Firefox](#)
[Google Chrome](#)
[Microsoft Edge](#)
[Safari / Safari Mobile](#)

You may also be able to limit interest-based advertising through the settings on your mobile device by selecting “limit ad tracking” (iOS) or “opt-out of interest-based ads” (Android). You may also be able to opt-out of some—but not all interest-based ads served by mobile ad networks by visiting <http://youradchoices.com/appchoices> and downloading the mobile AppChoices app. You may be able to limit the use of location data for advertising purposes by adjusting your location services settings on your mobile device. Some of these opt-outs may not be effective unless your browser is set to accept cookies. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you may need to opt-out again.

Please note, if you disable the use of online tracking technologies on our website, this may affect your experience. For example, certain features of our website may not work, or you may have to re-login. If you use different devices to visit our website, (for example, your computer, smartphone, tablet etc.), you must ensure that each browser on each device is adapted to your preferences.

To learn more about cookies, please see: <https://www.aboutcookies.org/>

How do we use your information?

We use the information you provide to perform our contracted services, provide a quote or estimate, identify you or your account with us, manage and plan our business including accounting and auditing, interact with third parties to affect the successful delivery of your cargo, establish compliance with law or regulation, and manage performance. We will retain your personal information for as long as necessary to fulfill our contract, to maintain our relationship with you, or to meet legal or regulatory obligations.

How we share your personal data

We share your Personal Data as described below:

- **Subsidiaries and Affiliates.** We may share Personal Data with our subsidiaries and affiliates for the purposes for which you provided the information or as reasonably necessary for our internal administrative and business purposes.
- **Service Providers.** We work with third parties that provide services on our behalf. Such services may include website hosting, marketing, and website usage analytics. We may share Personal Data with these third parties for the purpose of enabling them to provide these services.
- **Consent.** We may share Personal Data in accordance with any consent you provide.
- **Required by Law.** We may disclose Personal Data, or any information collected through our website if we are required to do so by law or pursuant to legal process, in response to a request from government officials or law enforcement authorities, or as necessary or appropriate in connection with an investigation of illegal activity.

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- **Certain Transactions.** We may disclose or transfer Personal Data, or any information collected through our website to third parties who acquire all or a portion of our business, whether such acquisition is by way of merger, consolidation, or purchase of all or a portion of our assets, or in connection with any bankruptcy or reorganization proceeding brought by or against us.

Your Choices and Rights

Depending upon where you are located, certain choices and rights may be available to you under applicable data protection laws, including the following:

- **Right to Be Informed.** You may have the right to know or be notified about the collection of your Personal Data.
- **Right to Access.** You may have the right to be provided with a copy of your Personal Data.
- **Right to Data Portability.** You may have the right to receive the Personal Data you have provided to us in a structured, commonly used, and machine-readable format and/or to ask that we transmit your Personal Data to a third party, where applicable.
- **Right to Delete/Be Forgotten.** You may have the right to request that we delete the Personal Data we have collected about you, subject to certain legal exceptions.
- **Right to Correct.** You may have the right to request that we correct any inaccurate Personal Data we have collected about you.
- **Right to Restrict Processing.** You may have the right to require us to restrict processing of your Personal Data.
- **Right to Object.** You may have the right to object the processing of your Personal Data for direct marketing/profiling or where we are processing your Personal Data for our legitimate interests.
- **Right to Withdraw Consent.** Where you have provided us with consent the processing of your Personal Data, you may have the right to withdraw such consent.
- **Right to Not Be Subject to Automated Individual Decision-Making.** You may have the right to not be subject to a decision based solely on automated processing that produces legal effects concerning you or similarly significantly affects you.
- **Right to Contact Supervisory Authority.** You may have the right to contact the relevant supervisory authority and to lodge a complaint.
- **Rights to Opt-Out of Targeted Advertising, Sale of Personal Data and/or Profiling.** You may have the right to opt-out of our processing of your Personal Data for the purposes of (i) targeted advertising, (ii) the sale of Personal Data, or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects concerning the consumer. Please note we do not process Personal Data for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects and therefore this opt-out right does not apply.
- **Right to Appeal.** You may have the right to appeal any of our responses with respect to your Personal Data privacy rights requests. You may do so by marketing@icatlogistics.com.
- **Right to No Discrimination.** You will not receive any discriminatory treatment by us for the exercise of your privacy rights as outlined in this Privacy Policy.

If you wish to exercise any of these rights, please contact us at marketing@icatlogistics.com.

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External Links

Our website may contain links to various websites that we do not control. When you click on one of these links, you will no longer be transacting business through our website. Third-party websites maintain their own privacy policies, and we do not exercise any control over any of the third-party websites that may be linked to our website. If you visit a website that is linked to our website, you should consult that website's privacy policy before providing any Personal Information. Please be aware that we are not responsible for the privacy practices of such other websites, and we are not liable for their misuse of Personal Information about you.

Minors

We do not knowingly collect Personal Data from or about children under the age of 18 through our website. If you are under 18, please do not give us any Personal Data. We encourage parents and legal guardians to monitor their children's internet usage and to help enforce this Privacy Policy by instructing their children never to provide us Personal Data. If you have reason to believe that a child under the age of 18 has provided Personal Data to us, please contact us, and we will endeavor to delete that information from our databases.

Changes to the Privacy Policy and Contact Information

This Privacy Policy is effective as of the date stated at the top of this page. We may update this Privacy Policy from time to time. By accessing and using our website after the date on this page, you are deemed to have accepted any changes. Please refer to this Privacy Policy on a regular basis.

If there are any questions regarding this privacy policy, you may contact us using the information below.

ICAT Logistics Inc.

8840 Cypress Waters Blvd.
Suite 325
Coppell, TX 75019
+1 (800) 572-1324
marketing@icatlogistics.com

If you are located in the United Kingdom or European Economic Area ("EEA") and believe we have not adequately resolved any issues, you may contact the Supervisory Authority concerned.