ELLEO GLOBAL INC.
1290 Bayshore Hwy. #266
Burlingame, CA 94010
Ph: 650-315-2968
Email: hello@elleoglobal.com

POA Instructions and Verification Requirements

POA Instructions:

(1) EIN or SSN # is the company's Federal ID Number.
Social Security # is used in this block if the importer is an individual
Customs Assigned # is used in this block if the importer does not have a Federal ID # or Social Security #.

(2) Name of importing company or individual. If the company is a partnership or LLC, per 19 CFR 141.39(a)(2), list the names of all partner's and submit a copy of the partnership agreement.

(3) Fill in this block whether the importer is doing business as corporation, individual, sole proprietorship, partnership, or LLC.

(4) Fill in this block the State where the business is incorporated.

(5) Fill in this block with the physical address of the importer of record. U.S. Customs and Border Protection will not accept a P.O. Box as a valid address.

(a) Individuals and Sole Proprietorships: Enter the legal residence of the person named in (2)
(b) Corporations and Partnerships: Enter primary or corporate business address

(6) Name of the person duly authorized to execute the POA.

(a) Corporation: Corporate officer empowered to grant POA on behalf of the corporation, if other than a corporate officer, a Delegation of Authority must accompany the POA (19 CFR 141.37)
(b) Partnership: Any partner authorized to execute POA. POA's for Partnerships and Limited Partnerships or LLP's must be accompanied by a copy of the partnership agreement [19 CFR 141.39(a)(2)]
(c) Limited Liability Company: Designated Member, Managing Member or the Designated Person, a Delegation of Authority must accompany the POA.
(d) Individual or Sole Proprietorship: The person named in (2) above.

(7) Signature of authorized person.
Acceptable POA Signatories: Owner, President, Vice President/Asst. VP, Treasurer, Asst. Treasurer, CEO, COO, CFO, CIO or Chairman of the Board. If LLC = Member. If LLP/LP or Partnership = Partner
Director, General Manager and Controller are not acceptable, but are common mistakes.

(8) Print the name and fill in the Tittle of the person signing the Power of Attorney.

(9) Fill in the date the Power of Attorney is signed. ***Note:*** This date is a confirmation of the effective date.

Note: Proof of EIN number (or SSN) is required unless the Importer of Record has a Continuous Bond on file with CBP. If you need a list of acceptable documents for EIN/SSN proof, please contact me.

Please note the following documents are required, in addition to a properly executed POA, should be received for identification and company verification:

- **Individuals:** Driver License and Social Security **or** Passport
- **Partnership:** Partnership agreement
- **Foreign Importers:** Corporate Certification ***and*** U.S. recipient/consignee information (U.S. address and EIN#)

Once completed, please mail Original, signed POA to our office.

CUSTOMS POWER OF ATTORNEY

and Acknowledgement of Terms and Conditions of Service

Check appropriate box: ☐ Individual ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ LLC

EIN or SSN#: _____(1) Customs Assigned #: _____(1)

KNOWN ALL MEN BY THESE PRESENTS:

That, _____(2) doing business as a
(Full name of individual, partnership, corporation, sole proprietorship or LLC)

_____ (3) under the laws of the State of _____ (4)
(Individual, partnership, corporation, sole proprietorship or LLC)

residing or having a principal place of business at _____ (5)
(Business Address)

hereby constitutes and appoints **ELLEO GLOBAL, INC.** 1290 Bayshore Hwy. #266, Burlingame, CA 94010

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from the date and in the United Stats Customs Districts and in no other name, to make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition, which maybe required by law or regulation in connection with such merchandise to said grantor; to receive any merchandise;

To make endorsements on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statements, schedule, certificate, abstract declaration, or other affidavit or document in intended for filing in said port or in any other customs district;

To sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 455, Tariff Act of 1930, as amended, or affidavits in connection with the entry merchandise.

To sign and swear to any document and to perform any necessary or required by law or regulation in connection with the entering, cearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

And generally to transact at the CBP houses in said port any and all CBP business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent or attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and do virtue of these presents; the foregoing power of attorney to remain in full force and effective until notice of revocation in writing is duly given to and received by the Port Director of CBP of the port aforesaid. 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 of 2 years from the date of its execution;

Grantor acknowledges receipt of Elleo Global Inc. terms and conditions of service governing all transactions between the parties. The Terms and Conditions of Service are found on the website at www.elleoglobal.com.

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.

Per 19CFR 111.29(b)(1) - If you are the Importer of Record, payment to the broker *will* ***not*** relieve you of liability for Customs charges in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "U.S. Customs and Border Protection". Importers who wish to utilize his procedure must contact our office in advance to arrange timely receipt of checks.

IN WITNESS WHEREOF, the said _____(6)
(Complete printed name of siigner)

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

(Capacity) _____(8) (Date) _____ (9)

WITNESS: (if required) _____

Corporate Seal* (Optional)

Please mail signed, original POA to:

1290 Bayshore Hwy. Ste. 266, Burlingame, CA 94010 | Ph: 650-315-2968

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY _____
COUNTY _____ SS:
STATE _____

On this _____ day of _____, 20_____, personally appeared before me _____

Residing at _____, personally known or sufficiently identified to me, who certifies that

_____ (is) (are) the individual(s) who executed the foregoing instrument and acknowledge it to be

_____ free act and deed.

_____
(Notary Public)

CORPORATE CERTIFICATION

I, _____, certify that I am the _____

of _____, organized by the laws of the state of _____

that _____, who signed this power of attorney on behalf of the donor, is the

_____ of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the _____ day of _____, now in my possession or custody I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of

_____, this _____ day of _____, 20_____.

Signature: _____ Date: _____

If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive shall appear in the appropriate place.

Customs powers of attorney of residents (including resident corporations) shall be without power of substitution except for the purpose of executing shipper's export declarations. However, a power of attorney executed in favor of a licensed customs broker may specify that the power of attorney is granted to the customs broker to act through any of its licensed officers or any employee specifically authorized to act for such customs broker by power of attorney.

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U. S. Customs Service" which shall be delivered to Customs by the broker.

Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

Elleo Global, Inc. - 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 ELLEO GLOBAL, INC., 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 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 7 business 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 1 year from the date of the loss; (ii) For claims arising out of air transportation, within 2 years from the date of the loss; (iii) For claims arising out of the preparation and/or submission of an import entry(s), within 30 days from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within 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 Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements 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 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 herein, Company makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, 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 the absence of additional coverage under (b) above, the Company's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs business, $150 per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," $150 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.

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

12. 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 5% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

14. 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 en-route, 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 t he 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.

15. 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.

18. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; 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 the cargo weight supplied by Customer.

19. 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.

20. 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.

21. 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, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, 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.

22. 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.

23. 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.

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