

**POWER OF ATTORNEY**

**DESIGNATION AS FORWARDING AGENT/NON-VESSEL OPERATING COMMON CARRIER (NVOCC)  
And Acknowledgement of Terms and Conditions of Service**

**(1) Check One:**

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

(2) IRS # \_\_\_\_\_  
CUSTOMER # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That, (3) \_\_\_\_\_ (Full name of individual, partnership,

corporation, sole proprietorship, or limited liability company) (IDENTIFY) doing business as a (4) \_\_\_\_\_ (individual, partnership, corporation, sole proprietorship, or limited liability company) (INSERT ONE) under the laws of the State of (5) \_\_\_\_\_, residing or having a principal place of business at (6) \_\_\_\_\_; Hereby constitutes and appoints DUNAVANT LOGISTICS GROUP, LLC and its subsidiary, JOHN M. BRINING CO., INC., its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place, and stead of said grantor, from this date, in 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 or withdrawal, declaration, certificate, bill of lading, 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;

Appointment as Forwarding Agent/Non-Vessel Operating Common Carrier (NVOCC): Grantor authorizes the above Grantee to act within the territory as lawful agent and sign or endorse import or export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts, and any other document) for the completion of an import or 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;

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

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback or in connection with the entry, clearance, lading, 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 or statements in connection with the entry of merchandise;

Act as Authorized Agent for Export Control and Census Reporting performing any other act that may be required by law or regulation in connection with the exporting or transportation of any goods shipped or consigned by or to the U.S. Principal Party in Interest, and to receive or ship any goods on behalf of the U.S. Principal Party in Interest. Authorized agent for export control and customs purposes to transmit Electronic Export Information (EEI) to the Automated Export System (AES), which may be required by law or regulations in connection with the exportation or transportation of any merchandise on behalf of said USPPI or FPPI.

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 JOHN M. BRINING CO., INC. 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; and giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents.

Grantor waives the confidentiality requirements of Sections 111.24 of the Customs Regulations and the requirement in Section 111.36 of the Customs Regulations that the Customs Broker transmit a copy of its bill for service directly to the importer, and authorizes JOHN M. BRINING CO., INC. to transmit its bill for services and copies of the Customs entry documents and related documents through DUNAVANT LOGISTICS GROUP, LLC. No part of this agreement or any other agreement forbids or prevents direct communications between the importer or other party in interest and JOHN M. BRINING CO., INC.

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. If you chose not to pay these charges directly to U.S. Customs, you authorize DUNAVANT LOGISTICS GROUP, LLC to make payments on your behalf.

This power of attorney will remain in full force and effect until \_\_\_\_\_, 20\_\_ or date of revocation duly given by the Grantor and received by Grantee. It is DUNAVANT LOGISTICS GROUP, LLC's company policy to review every 5 years and to request new documents if signor of the documents is no longer employed by the Grantor or no longer authorized to sign documents. 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.

Grantor hereby acknowledges receipt of DUNAVANT LOGISTICS GROUP, LLC Terms and Conditions of Service governing all transactions between the parties and agrees to abide by and be bound by same. 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.

IN WITNESS WHEREOF, the said (7) \_\_\_\_\_ (Full name of Company)

Caused these presents to be sealed and printed: \_\_\_\_\_  
(Signature) (8) \_\_\_\_\_

(Capacity) (9) \_\_\_\_\_ Date: (10) \_\_\_\_\_

Witness: (11) \_\_\_\_\_ (Required)