



# ICAT Logistics, Inc.

## CUSTOMS POWER OF ATTORNEY

AND DESIGNATION OF EXPORT FORWARDING AGENT

FOR NON-U.S. ENTITIES

REQUIRED INFORMATION (\*):

\*COMPANY/BUSINESS NUMBER: \_\_\_\_\_

\*ENTITY FULL NAME: \_\_\_\_\_

DOING BUSINESS AS: \_\_\_\_\_

\*FULL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\*FORM COMPLETED BY/NAME (PRINTED): \_\_\_\_\_

POA Expiry Date: \_\_\_\_\_ (May be 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 Foreign Principal Party in interest (FPPI), 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 consigned by or to said Grantor; Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said Grantor, to receive any merchandise; Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with U.S. Customs & 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 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



# ICAT Logistics, Inc.

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 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 received, reviewed and agreed to ICAT Logistics Inc. and ICAT Customs Brokerage Inc. Terms and Conditions of Service governing all transactions between the Parties. ICAT Logistics Inc.'s Terms and Conditions of Service and Privacy Policy are attached to this form and are also available at [www.icatlogistics.com](http://www.icatlogistics.com). Signature on this power of attorney constitutes confirmation of receipt of the policy.

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 CHARGES ARE NOT PAID BY THE BROKER. THEREFORE, CUSTOMS CHARGES MAY BE PAID WITH A SEPARATE CHECK PAYABLE TO "U.S. CUSTOMS AND BORDER PROTECTION" WHICH SHALL BE DELIVERED TO CUSTOMS BY THE BROKER. (19CFR 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 an original. Grantor acknowledges that copies of Customs forms, including true 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)



# ICAT Logistics, Inc.

IN WITNESS WHEREOF, the said

Required information (\*)

\*Entity (Company) Name: \_\_\_\_\_

\*Printed (Representative) Name: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Capacity/Title: \_\_\_\_\_

\*Email: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

\*Date: \_\_\_\_\_

Caused these presents to be signed and sealed this day.

## CORPORATE CERTIFICATION

Authority to be confirmed by a second officer, other than the one who signed the power of attorney. Required for all foreign entities.

\*Name (printed): \_\_\_\_\_

\*Capacity/Title: \_\_\_\_\_

Certify that the individual (above) who signed this power of attorney is:

\*Name (signor): \_\_\_\_\_

\*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: \_\_\_\_\_



# ICAT Logistics, Inc.

## PRIVACY POLICY

Here at ICAT Logistics, we understand the importance of the privacy of our customers, employees and agents. Our privacy policy has been compiled to better inform those who are concerned with how their information is being used. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information (PII) and what your rights are under law.

### Why do we have a privacy policy?

Many companies like ours collect Personally Identifiable Information in the course of daily business. As caretakers of your information, we have a responsibility to keep our systems and your data safe. We operate under the guidance of several pieces of legislation that have been designed with privacy in mind:

### California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require any person or company in the United States (and conceivably the world) that operates websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared.

To read more, please [click here](#).

### California Consumer Privacy Act

The California Privacy Act of 2018 is the first U.S. law that gives consumers the right to know whether their personal information is being sold or disclosed, and to whom. It also allows them to opt-out of having their personal information sold, with no effect on the service and/or price that they receive from the business. Under the CCPA, the definition of personal information extends to the household of the individual.

To read more, please [click here](#).

### General Data Protection Regulation (GDPR)

The General Data Protection Regulation was designed to protect and empower all EU citizens' data privacy and protects Personally Identifiable Information of EU citizens regardless of where the information is being processed.

To read more, please [click here](#).

### CAN-SPAM Act: A Compliance Guide for Business

The CAN-SPAM Act is a U.S. Federal law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

To comply with the CAN-SPAM Act, we agree to the following:

- Not use false or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way



# ICAT Logistics, Inc.

- Include the physical address of our business or site headquarters
- Monitor third-party email marketing services for compliance, if one is used
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

To learn more about the CAN-SPAM Act, [click here](#).

## **Fair Information Practices**

The Code of Fair Information Practices ([link](#)), established by the U.S. Department of Health, Education and Welfare in 1973, has played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

## **What is “Personal Information” or “Personally Identifiable Information”?**

In the context of this privacy policy, “Personal Information” or “Personally Identifying Information” has the meaning assigned in California Civil Code § 1798.82 and the GDPR. In general terms, it is any information that can be used to identify you, either individually, or in relation to your employer. It can include name, address, telephone number, email, banking information, social security/visa/passport number, driver’s license or IP address

## **What personal information do we collect?**

We collect data (name, address, telephone number, IRS number, etc) that allows us to perform the functions of our business. We do not require your consent to use this personal data in the execution of these legitimate business interests. This information is usually provided to us through our websites, operations offices, sales representatives or online surveys, but may also be obtained through third parties like credit reporting agencies. All identifying information collected by ICAT Logistics is considered personal data and is protected as confidential. ICAT does not collect “sensitive” information as defined by the GDPR.

## **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 effect the successful delivery of your cargo, establish compliance with law or regulation, and manage performance. We do not share any of this information with outside parties, except for that which is necessary in the course of business. We will retain your personal information for as long as necessary to fulfill our contact, to maintain our relationship with you, or to meet regulatory obligations.

## **Does our public website use ‘cookies’?**

Yes. Cookies are small files that a site or its service provider transfers to your computer’s hard drive through your Web browser (if you allow) that enables the site’s or service provider’s systems to recognize your browser and capture and remember certain information. They are used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We use cookies to compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. If you turn cookies off, some of the features that make the site experience more efficient may not function properly.



# ICAT Logistics, Inc.

## **Third-party Disclosure**

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information, nor do we include or offer third-party products or services on our website.

## **How does our site handle DO NOT TRACK signals and third-party behavioral tracking?**

We honor Do Not Track signals or use advertising when a Do Not Track (DNT) browser mechanism is in place. It's also important to note that we do not allow third-party behavioral tracking.

## **Know Your Rights**

ICAT Logistics will retain your personal information for as long as necessary to fulfill our contract, to maintain our relationship with you, or to meet regulatory obligations. After the termination of our business relationship, and following the conclusion of any regulatory recordkeeping requirements, should you request, we will securely remove your information from our systems. Under certain circumstances, you have the right to access and request correction of any of your personal data, receive details about how your information is being used or processed, restrict or object to the processing of your data, or request erasure of your data.

## **In the event of a breach:**

We will notify you via email within 7 business days. We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle advises that individuals have enforceable rights against data users, and that individuals have recourse within courts or government agencies to investigate and/or prosecute non-compliance by data processors. Following an internal investigation, we will also provide you with a written notification including relevant information under the headings "What Happened," "What Information was Involved," "What Are We Doing," "What You Can Do," and "For More Information."

## **Contact Us**

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

### **ICAT Logistics Inc.**

6805 Douglas Legum Dr.

Elkridge, MD 21075

+1-800-572-1324

[marketing@icatlogistics.com](mailto:marketing@icatlogistics.com)