

POWER OF ATTORNEY

Designation as Export Forwarding Agent and Acknowledgement of Terms and Conditions of Service

KNOW ALL MEN BY THESE PRESENTS: That, _____, a _____ incorporated pursuant to the laws of _____ (doing business as a _____ created under the laws of _____), having a principal place of business at _____ ("**Grantor**"), hereby constitute and appoints Marine Ship Fast Ltd., its officers, employees, and/or specifically authorized agents ("**Grantee**"), to act for and on its behalf as a true and lawful agent and attorney of Grantor for and in the name, place and stead of Grantor, from this date, in _____ and in any other jurisdiction required, at Grantee's sole discretion, in order to provide services to Grantor (collectively, the "**Territory**") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the exportation, handling, packaging, storage or transportation, of any merchandise, shipped or consigned by Grantor, including preparation and transmission of Electronic Export Information or other documents required to be filed by any governmental agency in the Territory;

Perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise on Grantor's behalf;

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

Sign, seal, and deliver for and as the act of Grantor any bond required by law or regulation in connection with merchandise, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, or declarations, affidavits or statements in connection with the export 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 merchandise;

Authorize other duly licensed forwarders within the Territory to act as Grantor's agent;

Accept service of process on behalf of the Grantor in relation to the services provided by Grantee, in jurisdictions where Grantor is not a resident;

Grantor authorizes Grantee to act within the Territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts 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;

Giving Grantee full power and authority to do anything whatever necessary to be done as fully as Grantor could do if present and acting, hereby ratifying and confirming all that Grantee shall lawfully do by virtue of these presents;

Subject to applicable law, this power of attorney to remain in full force and effect until revocation in writing is duly given to and received by the Grantee);

Grantor acknowledges receipt of Marine Shipp Fast Ltd.'s Terms and Conditions of Agent Services, governing all transactions between the Parties.

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 Grantor caused these presents to be sealed and signed:

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF AGENT SERVICES

These terms and conditions of agent services ("**Agent Terms**") constitute a legally binding contract between Ship4WD and "Customer".

1. Definitions

"Ship4WD" - Marine Ship Fast Ltd., as well as its subsidiaries, related companies, agents and/or representatives;

"Consignee" - the person to whom the Goods are consigned;

"Customer" - the person for which Ship4WD is rendering services, 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 such person to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

"Documentation" - shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

"Goods" - the cargo to which any business under these conditions relates;

"Owner" - the Owner of the Goods or Transport Unit and any other person who is or may become interested in them;

"Third parties" - shall include, but not be limited to: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, railway companies, warehousemen and others to which the Goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise;

"Services" - freight forwarding services, storage services, transportation services, transport management services via third parties and/or any other logistics services provided by Ship4WD to Customer;

"Transport Document" - air waybill, bill of lading, sea waybill, road bill, trucking receipt and other documentation evidencing a contract of carriage by land, sea or air.

"Transport Unit" - packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air.

2. Ship4WD as Agent.

Ship4WD acts solely as the agent of the Customer for the purpose of performing duties or providing services to Customer, including, entry and release of Goods, post entry services, the filing of export and security documentation and other dealings with Government Agencies, arrangement of contracts with carriers, forwarders, customs agents, warehousing companies, all for the account of and/or in the name of

Customer and other parties pursuant to the instructions of Customers and on the usual terms and conditions on which the third parties offer such services. Ship4WD thereby establishes a direct contract between the Customer and the provider of such services capable of being enforced by the Customer as principal, whether or not the Customer is identified in the contract. Accordingly, Ship4WD is liable only in respect of its careful selection and instruction of the third parties.

If it has reasonable grounds for departing from any of the Customer's instructions, Ship4WD can do so without prior authorization from the Customer, but must act with due regard to the interests of the Customer, and, as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom.

3. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges or other charges given by Ship4WD to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon Ship4WD.

4. Examination.

Ship4WD shall diligently examine the orders placed by Customer, however it shall not be obliged to verify the contents of transport containers or shipments, or to check weights or dimensions or perform any similar examination.

5. Declaring Higher Value to Third Parties.

Third parties to whom the Goods are entrusted may limit liability for loss or damage; Ship4WD will request excess valuation coverage only upon specific written instructions from the Customer and on Customer's account; in the absence of written instructions as aforesaid, or the refusal of any Third Party to agree to a higher declared value, at Ship4WD's discretion, the Goods may be tendered to the third party, subject to the terms of the third party's limitations of liability.

6. Delivery times.

Guarantees of delivery times are generally excluded, unless agreed upon in advance and in writing.

7. Additional charges and reimbursements.

Ship4WD is not liable for the incorrect charging of freight, customs duties, levies, etc., by third party service providers.

8. Delivery or release of Goods.

Any instructions relating to the delivery or release of the Goods such as, but not limited to, against payment of freight, duties, charges or other expenses from the consignee or any other person or against surrender of a particular document by the consignee or any other person, are expressly accepted by Ship4WD only as agent for the Customer.

9. Goods requiring special handling or dangerous Goods.

Customer is obligated to inform Ship4WD of any and all special conditions regarding the Goods, including Dangerous Goods, Restricted Goods or Prohibited Goods as

defined in the terms and conditions of the Transport Documents, prior to the shipment, in order to verify acceptance according to the warehouseman, carrier and/or legislation. Furthermore, Customer undertakes to mark the Goods and the outside of any packages or container in which they may be placed to comply with any laws or regulations that may be applicable during the carriage. Customer further warrants that the Goods, the packaging and marking thereof comply in all respects with the provisions of any legislation or regulations governing the transportation of dangerous goods in the point of delivery and the point of acceptance of the Goods, as may be applicable..

Ship4WD will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their attractive nature to thieves or otherwise including, but not limited to coins, precious stones, jewelry, valuables, antiques, pictures, human remains, livestock, pets, plants.

Should any Customer nevertheless deliver any such Goods to Ship4WD or cause Ship4WD to handle or deal with any such Goods, otherwise than under such prior agreement, Ship4WD shall have no liability whatsoever for or in connection with the Goods, howsoever arising.

10. Failure to take delivery.

Should Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where Ship4WD is entitled to deliver or if the shipment is held up in transit due to factors beyond the control of Ship4WD, Ship4WD shall be entitled to authorize any third party to abandon carriage and make the Goods or any part of them available to the Customer at a place that is reasonable in the circumstances. Ship4WD may also store the Goods, at the sole risk of the Customer, whereupon Ship4WD's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall fully cease. Ship4WD shall be entitled to dispose of such stored goods, at the expense of the Customer, after at least 14 days prior notice in writing to the Customer.

11. Loss or damage notice.

Any apparent, loss or damage to the Goods must be noted by consignee immediately on the Transport Document at the time of delivery of Goods. Customer shall notify Ship4WD within two (2) working days and advise Ship4WD of the apparent shortage or damage and of any non-apparent loss or damage and both parties shall thereafter arrange for a joint inspection and a third party survey (for Insurance requirement) of the relevant Goods. If such notice is not timely delivered to Ship4WD, Customer will be deemed to approve delivery of shipments in the condition stated in the Transport Document.

12. Limitation of Actions.

Any claim by the Customer against Ship4WD arising in respect of any service provided to the Customer, or which Ship4WD has undertaken to provide will be subject to the time limits included in the applicable international conventions or specific local statutes. Notwithstanding the above, any claim by the Customer against Ship4WD

shall be made in writing and notified to Ship4WD within 14 days of the date that the Goods were delivered or should have been delivered.

Ship4WD shall, unless otherwise expressly agreed, be discharged of all liability under these Agent Terms unless suit is brought within 9 months from:

- a) the date of delivery of the Goods for claims to damage to Goods;
- b) the date when the Goods should have been delivered for claims for delay in delivery or loss of Goods; or
- c) where the claim does not relate to loss of or damage to the Goods, the date upon which the Customer became, or should have become, aware of any event or occurrence alleged to give rise to such claim.

13. Reliance on Information.

In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, Ship4WD relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer and will not be required to furnish Customer with copies of documents signed on Customer's behalf prior to the preparation, signature or filing or forwarding thereof. Customer acknowledges that it is required to review all information, documents and declarations prior to furnishing same to Ship4WD and undertakes to immediately inform Ship4WD of any errors, discrepancies, incorrect statements, or omissions on or in any information, documents and declarations previously furnished to Ship4WD.

14. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Ship4WD makes no express or implied warranties in connection with its services;
- (b) As all services are provided by Ship4WD as agent of Customer for Customer's engagement with the Third Parties, Ship4WD shall be liable only for its accurate and conscientious organization.
- (c) Ship4WD is not liable for acts and omissions by Third Parties, unless Ship4WD has failed to exercise due diligence in selecting, instructing or supervising such third parties.
- (d) These Agent Terms apply whenever any claim is made against an employee, agent or other person Ship4WD engaged for the performance of the Services (including any independent contractor) whether such claims are founded in contract or in tort, and the aggregate liability of Ship4WD and such employees, agents or other persons shall not exceed the limits following from these Agent Terms.
- (e) Ship4WD shall in no event be liable for:
 - loss or damage to goods, which occurs whilst the goods are not in actual custody and control of Ship4WD;

- valuables or dangerous goods unless expressly approved otherwise in advance and in writing by Ship4WD;
- loss resulting from delay;
- indirect or consequential loss such as, but not limited to, loss of profit, loss of market and conventional fines;
- inherent vice and nature of the goods;
- consequences of loading and unloading operations;
- lack of, or defective packing, markings or stowage; or
- natural disasters, acts of god, acts of robbery, strikes, lock outs or any other circumstances which Ship4WD could not avoid and the consequence of which it was unable to prevent using reasonable diligence.

(f) In any case and under all circumstances, Ship4WD's liability shall be limited as follows:

- For loss or damage related to transportation services - Ship4WD shall in no case be liable for any loss, damage, mis-delivery or non-delivery beyond the limitations specified in the standard conditions printed on the backside of the Transport Documents (or otherwise incorporated therein) or as mentioned in the applicable international conventions. In absence of such terms or for other services not covered by a Transport Document, Ship4WD's liability shall not exceed the lesser or the following: (i) the value of any loss or damage calculated at the place of shipment, or (ii) the amounts actually paid to Ship4WD in connection with such shipment.
- For loss or damage related to failure to deliver, or arrange delivery of Goods - Ship4WD shall in no case be liable for loss or damage exceeding twice the amount of Ship4WD's charges in respect of the relevant shipment.
- In any event, the compensation for any claim whatsoever and howsoever arising, not provided for above, shall not exceed (i) 75,000 Standard Drawing Rights per shipment or (ii) the upper limitation applied under applicable laws or regulations.
- These Agent Terms, including all the rights, exemptions, defenses and limitations of liability of whatsoever nature provided therein shall apply in any action against the Ship4WD for any loss or damage whatsoever and however occurring and whether the action be founded contract, bailment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

15. Insurance.

Unless expressly confirmed in writing by Ship4WD, it is under no obligation to procure insurance on Customer's behalf or on behalf of any other party with an interest in the Goods.

Ship4WD may recommend an insurance broker to arrange insurance appropriate to the Customer's needs. After making this recommendation, Ship4WD has no further duty regarding insurance, and no liability for loss of or damage to the Goods during transport or storage that could have been covered by insurance on the Goods, whether such loss or damage has been caused or contributed to by its negligence or breach of these conditions, or otherwise.

16. Payment terms.

All charges and/or payments hereunder are exclusive of any tax, duty or fee imposed by any government or other authority and are subject to the addition of tax, duty, fee or charges at the appropriate rate.

If any sum payable under the Agent Terms not paid on the due date for payment as stated on the invoice issued by Ship4WD or any third party service provider, the party in default shall pay to the other default interest at an annual rate of 12% compounded monthly, provided that this right shall not prejudice any other right or remedy in respect of any such sum.

17. Indemnification.

The Customer agrees to indemnify, defend, and hold Ship4WD harmless from any claims and/or liability, fines, penalties and/or attorneys' fees and disbursements arising from the importation or exportation of Customer's Goods 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, Provincial and/or other laws, and further agrees to indemnify and hold Ship4WD harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees and disbursements, which Ship4WD 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 Ship4WD, it shall give notice in writing to the Customer by mail at its address on file with Ship4WD. The Customer further agrees to indemnify, defend, and hold Ship4WD harmless from all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of Ship4WD under the Agent Terms, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of Ship4WD, its employees, sub-contractors or agents, and any claims of a general average nature which may be made against Ship4WD.

18. General Lien.

To the maximum extent permitted under any applicable laws, Ship4WD shall have a general and continuing lien on any and all property of Customer coming into Ship4WD actual or constructive possession or control for monies owed to Ship4WD with regard to the Goods on which the lien is claimed, a prior shipment(s) and/or both; Ship4WD shall provide written notice to Customer of its intent to exercise such lien, which will specify the amount of monies due and owing, as well as any ongoing storage or other charges; immediately upon receiving such notice from Ship4WD, Customer shall notify all parties having an interest in its Goods of Ship4WD's rights and of the exercise of such lien. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight in favor of Ship4WD, guaranteeing payment of the monies

owed, plus all storage charges accrued or to be accrued, Ship4WD shall have the right to sell such Goods at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

19. Set off.

All payments to be made by Customer to Ship4WD shall be made in full without any set-off, restriction, compensation or condition and without any deduction or withholding for or on account of a counter claim unless Customer is required by law to make such deduction or withholding.

20. Modification or Amendment.

These Agent Terms may only be modified, altered or amended by Ship4WD, at its sole discretion. Any such amendment will be binding upon Customer for any Services ordered following the delivery to Customer's e-mail of the amended Agent Terms.

21. Application.

If any provision of these Agent Terms is held invalid by a court of competent jurisdiction, all valid provisions that are severable from the invalid provision(s) shall remain in full force and effect. The Parties shall in that case enter into consultation with the aim of coming to an agreement as to the replacement of the invalid and/or nullified stipulation with a new stipulation, which achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.

22. Customary Remuneration Received from Third Parties.

Ship4WD shall be entitled to be paid and retain all brokerages paid by carriers, commissions, documentation allowances, profits on foreign exchange and other remunerations paid by third parties as is customary in the trade.

23. Force Majeure

Ship4WD shall be relieved of any and all liability for any loss or damage if, and to the extent that, such loss or damage is the result of an event or circumstance (a "force majeure" event) that prevents Ship4WD from performing one or more of its contractual obligations to the extent that Ship4WD is affected by an impediment which is beyond its reasonable control, such impediment could not reasonably have been foreseen and could not reasonably be avoided or overcome by Ship4WD acting in a commercially reasonable manner. The following events shall be presumed to be a "force majeure" event: a) war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilization; b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy; c) currency and trade restriction, blockade, embargo, sanction; d) act of government authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; e) plague, epidemic, pandemic, quarantines, sanitary or other similar orders, regulations or restrictions; natural disaster, extreme natural event, extreme weather event, nuclear, chemical or biological contamination; f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; g) general labour disturbance such as boycott, strike and lock-out,

go slow, occupation of factories and premises; or any other event or circumstance beyond Ship4WD's control. In such circumstances Ship4WD is entitled to modify its services, procedures, rates, prices, and surcharges as in Ship4WD's reasonable discretion are considered necessary, and Ship4WD is entitled to full remuneration and indemnity for any charges so incurred or applied.

24. Governing Law and Jurisdiction.

These Agent Terms and the relationship of the Parties shall be construed according to the laws of the jurisdiction where the service was provided by Ship4WD, without giving consideration to principals of conflict of law. Customer and Ship4WD agree that any action relating to the services performed by Ship4WD shall only be brought in said courts; and further agree that any action to enforce a judgment may be instituted in any jurisdiction.
