

SOO HOO CUSTOMS BROKER INC.

**GENERAL CUSTOMER INFORMATION
AND CREDIT APPLICATION**

Because of 9/11 there have been increasing concerns about the security of our nation. Customs and Boarder Protection is a part of Homeland Security. The questions asked are to help insure that proper information is filed with Customs. This information helps us provide you with better service and will help to avoid costly delays in the clearance of your shipments. Please answer all questions to the best of your knowledge. If you have any questions our staff will be happy to assist you.

I. GENERAL CUSTOMER INFORMATION

Company Name: _____ Website: _____

D.B.A.: _____

Complete Address: _____

Billing Address: _____

Telephone No.: () _____ Type of Business: _____

Fax No.: () _____ E-Mail: _____

Contact Person: _____ Payables Contact: _____

Federal Employer I.D. No. or Social Security No.: _____

State of Incorporation: _____

Date Business Started/Incorporated: _____

Name, Title, Home Address, Home Telephone No., Social Security No., Driver's License No. of each owner, partner or officer.

- | | |
|---------------------|-------------------------------|
| 1. _____ | _____ |
| Name | Title |
| _____ | _____ |
| Home Address | Home Telephone No. |
| _____ | _____ |
| Social Security No. | Driver's License No. (State) |
| 2. _____ | _____ |
| Name | Title |

Home Address

Home Telephone No.

Social Security No.

Driver's License No. (State)

3. _____
Name

Title

Home Address

Home Telephone No.

Social Security No.

Driver's License No. (State)

4. _____
Name

Title

Home Address

Home Telephone No.

Social Security No.

Driver's License No. (State)

Is the Corporation or any officer of the Corporation "Related*" to any foreign supplier of this Company? ____ Yes ____ No
If "Yes" please provide the Foreign Corporation's or business name and addresses.

1. _____

2. _____

3. _____

4. _____

*Related – Any members of the same family, officer, director, owner, employer or employee of another company.

II. CURRENT SHIPPING INFORMATION

Current Broker/Forwarder: _____

Reasons for Leaving: _____

Referred to Soo Hoo Customs Broker by: _____

Describe Your Business: _____

Describe Your Commodities and what countries you import from:

How many Shipments: _____ per week _____ per month _____ per year

Total dollar value: _____ per week _____ per month _____ per year

Estimated Total Duties: _____ Current Year _____ Next Year

Average Cash Outlay per Shipment:

\$ _____ for _____ duty _____ freight _____ both

Customs Payment Method: _____ self _____ broker

If Self: Do you have statement processing? _____ Yes _____ No

Are you Monthly Statement Processing (Different then above only 1 payment per month)

_____ Yes _____ No

Do you have an ACH (Automated Clearing House) account? _____ Yes _____ No

Account Number # _____

Freight Payments: _____ self _____ broker

Is your office at the same location as your warehouse or do you drop ship? _____ Yes _____ No

If yes: Where is your warehouse located? _____

Method of Transpiration: _____ air _____ ocean _____ truck _____ mail

Any ADD / CVD Entries? _____ Yes _____ No

If so how many? _____ (week/month/year)

Do you receive refunds of ADD / CVD from anyone? _____ Yes _____ No

If you have ADD/CVD Entries we would like to get Certification in advance.

Do you import any Trademarked Items _____ No _____ Yes

If "Yes" please provide us permission to import trademarked items from the trademark owner.

Permits:

Does your company have any Federal Importation Permits or Private permissions? (please send us copies)

_____ DOT (ICI#) _____ EPA (RI#) _____ USDA _____ Fish and Wildlife

_____ Trademarks _____ FCC _____ Alcohol Tobacco & Tax

_____ FDA Registration # (_____) _____ FDA Pre-marketing

_____ Other _____

Do you have a trucker? _____ Yes, Name of Trucker _____

Would you like us to provide you a trucker? _____ Yes _____ No

Would you like your trucking charges and Broker's fees consolidated onto one invoice __ yes __ No.

Would you like Soo Hoo Customs Broker to handle Pier Pass for you (Los Angeles Only) __ yes __ No

Do you want Soo Hoo Customs Broker to insure your shipments? _____ Yes _____ No _____ As Requested

Would you like to receive a quote for shipping, airfreight or trucking services? _____ Yes _____ No

Are there any special requests or instructions (we will do our best to accommodate all of our clients needs)

III. BANK AND TRADE REFERENCES

Requested Credit Limit: \$ _____ For _____ days

Duns (Dunn & Bradstreet) No.: _____

Banks at which funds are held (including checking accounts):

- 1. _____
Name & Branch Account No. Telephone No. Fax No.

- 2. _____
Name & Branch Account No. Telephone No. Fax No.

- 3. _____
Name & Branch Account No. Telephone No. Fax No.

Trade References:

- 1. _____
Name & Address Telephone No. Fax No. Account No.

- 2. _____
Name & Address Telephone No. Fax No. Account No.

- 3. _____
Name & Address Telephone No. Fax No. Account No.

By signing below; (1) you represent that the above information is true and correct; (2) you authorize Soo Hoo Customs Broker to obtain credit information; and (3) you authorize your banks and trade references to release any and all credit information to Soo Hoo Customs Broker. Further, by signing below, you confirm the Credit Applicant's Agreement to Soo Hoo Customs Broker's Terms and Conditions on the reverse side of its invoices. **FINANCIAL STATEMENTS MAY BE REQUESTED.**

Date

Print Name

Signature

Title

AUTHORIZATION FOR RELEASE OF INFORMATION

Date: _____

To: _____

Name of Bank

Mailing Address

City State Zip Code

Contact Person Telephone Number

To Whom It May Concern:

The undersigned is entering into a business relationship with Soo Hoo Customs Broker. You are hereby authorized to release to Soo Hoo Customs Broker the information it is requesting and return it to them either by mail or fax to the following address:

Soo Hoo Customs Broker
205 S. Broadway, Suite 708
Los Angeles, CA 90012
Phone No.: 213/680-0083
Fax No.: 213/680-2715

Sincerely,

Signature of Account Signer

Printed Name of Account Signer

Name of Business or Individual

Account Number

Street Address

City State Zip Code

GUARANTY

NOTICE: **BY SIGNING THIS DOCUMENT YOU MAY BECOME PERSONALLY LIABLE FOR THE OBLIGATIONS OF THE CLIENT.**

1. For valuable consideration and to induce Soo Hoo Customs Broker to render services to _____ ("Client"), the undersigned, jointly and severally, absolutely and unconditionally guarantee and agree to pay Soo Hoo Customs Broker when due or upon demand the full amount of any indebtedness, obligation and liability owing to Soo Hoo Customs Broker by Client in connection with services rendered, goods cleared, and/or freight forwarded including, without limitation, all fees, duties, taxes, charges, expenses, and other monies advanced to or on behalf of Client and all attorneys' fees chargeable to Client (together with accrued interest then due and interest accruing thereafter) at any time on account of the continuing transacting of business between Soo Hoo Customs Broker and Client whether such indebtedness is in the form of notes, bills, open account or otherwise.

2. The undersigned hereby expressly waives; (1) notice of acceptance of this Guaranty; (2) notice of presentment and demand for payment of any of the liabilities of Client; (3) notice of protest and notice of dishonor, default or non-payment to the undersigned or to any other person with respect to the liability of Client; (4) any demand for payment under this Guaranty, (5) any right of subrogation, reimbursement or indemnity to any of Soo Hoo's rights against Client unless and until the liabilities of Client are paid in full; (6) any right to require Soo Hoo Customs Broker to pursue any other remedy available; (7) any right of set-off or counterclaim; (8) any notice of changes in terms, release, compromise or settlement with Client; and (9) any defenses available to a surety under the laws of the state in which this Guaranty is

executed. The undersigned further consents to and ratifies any extension(s) of time that may be given to Client on any of its indebtedness.

3. In addition, Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses incurred by Soo Hoo Customs Broker in enforcing this Guaranty should this matter be referred for collection or in any action or proceeding or appeal thereon arising out of or relating to this Guaranty.

4. This Guaranty shall be deemed to be made under and shall be governed by the laws of the State of California in all respects, and the Guarantors hereby agree to and consent to the exclusive jurisdiction and venue of any court of competent jurisdiction in the County of Los Angeles, state of California. Guarantors hereby expressly waive any objections to this choice of law and forum.

5. This is an absolute continuing and unlimited guaranty of payment and not of collection and will remain in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Soo Hoo Customs Broker without the necessity of obtaining any consent of the undersigned thereto, until expressly revoked by Guarantors by giving notice in writing to the Company. Revocation will be effective only as to the transactions entered into after receipt of Notice of Revocation by the Company.

6. If any provisions of this Guaranty is held invalid, the remaining provisions shall remain in full force and effect and be deemed valid and enforceable.

7. This Guaranty and the liability and obligations of the Guarantor(s) are binding upon the heirs, successors and assigns of the Guarantor(s) and inures to the benefit of and is enforceable by Soo Hoo Customs Broker, its successors, transferees and assigns.

Executed this _____ day of _____, 200_____ at _____.

(Signature)

Print name: _____

Title: _____

Home Address: _____

Work No.: _____

Social Security No.: _____

Driver's License No.: (including state) _____

(Signature)

Print name: _____

Title: _____

Home Address: _____

Work No.: _____

Social Security No.: _____

Driver's License No.: (including state) _____

SERVICE AND REPAYMENT AGREEMENT

This Service and Repayment Agreement ("Agreement") is entered into by and between _____ ("Client" or "Customer") and Soo Hoo Customs Broker Inc. ("**Soo Hoo**") at Los Angeles, California this ____ day of ____, 200 ____.

TERMS AND PAYMENT

1. **Soo Hoo**, upon receipt of complete shipping documents, or Client's written or oral request, will perform the normal and customary functions of a customs' broker, freight forwarder or shipper's agent as the case may be on behalf of Client.
2. **Soo Hoo** may, at its election, disburse funds in payment of Customs duties, services, bonds, carrier's charges, and other normal and customary expenses incurred in performing its services. **Soo Hoo** may also require payment of a deposit before undertaking or continuing any services or advances or may at any time refuse to undertake or continue to perform services or make advances without prior payment. Or, **Soo Hoo** may ask Client to pay Customs duties and freight charges directly.
3. In consideration for **Soo Hoo** performing services, on behalf of Client, including any advancement of funds, Client agrees to pay for **Soo Hoo's** services, and anticipated advances, prior to **Soo Hoo's** performing services or advancing funds unless Client has established credit, if necessary. If the Client qualifies for credit, Client agrees to pay the total shown on **Soo Hoo's** invoice upon receipt by the Client. Unpaid balances will be deemed delinquent and in default after 30 days and subject to a late charge of 15% per annum, computed on invoices on a monthly basis. Client agrees that the balance due may include, but is not limited to, costs incurred, compensation for services of **Soo Hoo**, adjusted duty, adjusted freight charges, demurrage and other costs and expenses.
4. Client grants **Soo Hoo** a general lien and a security interest in any property and documents of Client which is, has been, or will be (i.e. in transit) in **Soo Hoo's** possession or control, until full payment is made on any unpaid balance for past and/or present services, fees, costs and/or charges which Client owes **Soo Hoo**, and authorizes **Soo Hoo** to retain the property, or stop it in transit, to secure full payment.

Client agrees that in the event the outstanding balance is not timely paid, **Soo Hoo**, in addition to exercising any other rights not described herein, may terminate the relationship hereunder and/or suspend all further services and advancement of monies including withholding of clearance/forwarding documents and all other documents relating to current shipments.

5. If payment is not timely made as provided, all unpaid accounts with **Soo Hoo** may, at its option, be declared in default and become fully due and payable immediately.

6. Client agrees that in the event of default, **Soo Hoo** may apply any funds from third party checks as a full and complete set-off of all monies due to it by the Client.

7. Client agrees to pay reasonable collection costs in the event of default and to pay reasonable attorneys' fees and costs in the event the account is referred to any attorney for collection, prosecution, enforcement of any judgment and/or appeal whether or not legal action or arbitration is instituted.

8. Client agrees that this Agreement is to be governed by the laws of the State of California, and that at the option of **Soo Hoo**, the venue and forum of any suit brought to enforce this agreement may be laid in Los Angeles County, California.

9. Client acknowledges and agrees that Client is responsible for any perishable shipments left at the Port of Los Angeles/Long Beach.

10. This Agreement shall be a continuing Agreement but may be terminated at any time by Client or **Soo Hoo** upon reasonable written notice.

11. Client agrees that all business handled by **Soo Hoo** is pursuant to the National Customs Brokers and Freight Forwarder Association of America, Inc.'s Terms and Conditions which appear on the reverse side of Soo Hoo's invoices. Client agrees to engage **Soo Hoo** in its capacity as freight forwarder, customs

broker and/or shipper's agent under said Terms and Conditions and Client hereby acknowledges receipt of said Terms and Conditions of Service.

12. CLIENT UNDERSTANDS AND AGREES THAT SOO HOO'S LIMITATION OF LIABILITY IS FIFTY (\$50.00) DOLLARS PER SHIPMENT. SHIPMENTS ARE NOT INSURED BY SOO HOO UNLESS CLIENT SPECIFICALLY REQUESTS INSURANCE IN WRITING AND SOO HOO CONFIRMS INSURANCE IN WRITING.

Executed this ____ day of _____, 200____ at _____.

(Signature)

Print name: _____

Title: _____

Home Address: _____

Work No.: _____

Social Security No.: _____

Driver's License No.: (including state) _____

(Signature)

Print name: _____

Title: _____

Home Address: _____

Work No.: _____

Social Security No.: _____

CERTIFICATION

On behalf of _____, I hereby certify the following:

CHECK THE BOX THAT IS APPLICABLE.

- 1. I/my company am/is NOT importing any goods or packaging bearing a trademark pursuant to the laws of the United States.

- 2. I/my company am/is importing goods or packaging bearing a trademark(s) pursuant to the laws of the United States which trademark(s), to the best of my/our information, knowledge and belief, is/are genuine. I have the legal right to import and/or use these goods or packaging in the United States.

I make this certification for the benefit of both Soo Hoo Customs Broker and the owner of any trademark at issue herein.

I certify that the foregoing is true and correct.

Dated: _____

Location: _____

Signature: _____

Print Name: _____

Title: _____

Company: _____