



Express Customhouse Broker, Inc.

CHB Lic.# 27931 | Local Permit# 10-11-98K | National Permit# 11-087



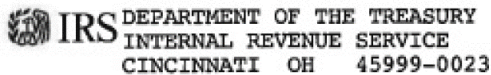
SVI# expBro129046

Dear valued customer,

Foremost, I sincerely thank you for your decision to grant us the power of attorney to conduct customs businesses on your behalf.

Enclosed is the full POA packet. Due to the increased CBP's POA validation requirements, below listed documents must be provided to us at all times:

1. A completed enclosed POA packet signed by the duly authorized person.
2. A copy of the grantor's unexpired government-issued photo ID (e.g., Driver's License, Passport, etc.).
3. A copy of grantor's business card.
4. IRS Form SS-4 (see the sample below).



HEARING LOSS ASSOCIATION OF AMERICA
Chapter's Name
Chapter's Street/Mailing Address
City State Zip

Date of this notice: MO-DY-YEAR

Employer Identification Number:
XX-XXXXXXX

Form: SS-4

Number of this notice: XX ### X

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

Once again, thank you for business and your cooperation.

Sincerely,

Ted T. Kim

President
Express Customhouse Broker, Inc.

Enc.

CUSTOMS POWER OF ATTORNEY | DESIGNATION OF FORWARDING AGENT | ACKNOWLEDGMENT OF TERMS | PAGE 1/4

<p>(1) "Customer" / "Grantor":</p> <p>(3) Address:</p> <p>Ph: Email: Web:</p> <p>(4) EIN# / SS# / CAN# :</p>	<p>(2) Fictitious Name / DBA Name:</p>	<p>(5) Check appropriate box:</p> <p>Individual Sole Proprietorship Partnership</p> <p>Corporation (State: _____)</p> <p>Limited Liability Co. (State: _____)</p>
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KNOW ALL PERSONS BY THESE PRESENTS that Grantor hereby designates and appoints **Express Customhouse Broker, Inc. ("ECHB") its successors or assigns, through their officers, employees, and/or specifically authorized agents** to act as true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this day and in all Customs Ports and in no other name, whether as customs broker, forwarding agent or for any other related activity, to -- whether in writing, electronically, or by other authorized means --

- ✓ collect and transmit Importer Security Filings (ISF) on behalf of Grantor as well as make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, shipper's export declaration, automated export system ("AES") record, manifest, verified gross mass and/or weight certification or ticket, carnet or any other document required by law, regulation or commercial practice in connection with the transportation, importation, exportation and bailment of any merchandise shipped or consigned by or to Grantor;
- ✓ perform any act or condition, which may be required by law or regulation in connection with such merchandise;
- ✓ receive, inspect and screen such merchandise at discretion or as may be required by law, regulation, and/or commercial practice;
- ✓ make endorsement on bills of lading conferring authority to transfer title, 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 statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said region or in any other customs region.
- ✓ 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 downer's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits 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, unloading, or operation of any vessel or other means of conveyance owned or operated by Grantor;
- ✓ share and release records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to the business of the grantor, with any subsidiaries, divisions and/or specifically authorized agents of ECHB;
- ✓ issue Powers of Attorney on behalf of Grantor to third party customs brokers, forwarding agents and/or freight forwarders to transact customs and/or freight forwarding business on behalf of the Grantor;
- ✓ receive, endorse and collect checks issued for customs duty refunds in Grantor's name drawn on the Treasurer of the United States;
- ✓ accept service of process on behalf of Grantor if the Grantor is a non-resident of the United States;
- ✓ generally to transact at the customhouses in any port any and all customs 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 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; the foregoing Power of Attorney to remain in full force and effect until the date of revocation in writing is duly given to and received by a Port Director of Customs. If the Grantor is a partnership or limited liability company, the said Power shall in no case have any force or effect after the expiration of 2 years from the date of its execution.

In the execution of this document, it is expressly understood that payment to the grantee, if a broker, does not relieve the Grantor 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 payment is by check, Customs charges may be paid with a separate check payable to "U.S. Customs & Border Protection" which shall be delivered to Customs by the broker.

If the Grantor is a Principal Party in Interest ("PPI") in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to export are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export License of other official authorization. If power of attorney is obtained through a forwarder, grantor waives the confidentiality requirements of section 111.24 of the Customs Regulations and the requirements in section 111.36 of the Customs Regulations that the Custom Broker transmit a copy of its bill for service directly to the importer and authorizes the Customs broker to transmit its bill for services and copies of the Customs entry documents and related documents through Grantor's forwarder. No part of this agreement or any other agreement forbids or prevents direct communication between the importer or other party in interest and the Customs Broker.

If Grantor is a Corporation, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor (President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, COO). If Grantor is a Limited Liability Company, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members and/or directors on a separate addendum to this document. If the Grantor is a General partnership, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members of the partnership on a separate addendum to this document. If the Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of the general partners who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument.

In the execution of this document, it is expressly understood that grantee limits its liability to the extent provided for under law and in accordance with ECHB's Terms and Conditions of Service, a written copy of which Grantor hereby acknowledges having received and to which Grantor agrees to be bound. Said Terms and Conditions of Service are also available online at: <http://expresschb.com/services/downloads/>

(6) IN WITNESS WHEREOF, Grantor has caused these presents to be signed on this date of _____ by:

(7) NAME: _____ **SIGNATURE:** _____ **TITLE:** _____

- (1) Full legal name of Grantor.
- (2) Identify fictitious name, if applicable.
- (3) If an individual, show residence address; otherwise show business address of grantor.
- (4) IRS Number or Individual SSN# or Customs-assigned importer of record number. Individual SSN# cannot be used for export POA.
- (5) Check applicable type of firm. If a corporation, identify place of incorporation. If a limited liability company, identify place of registration. If grantor is a Partnership or Limited Liability Company, the Grantor shall state on a separate addendum the names of all Partners, Managers, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership or LLC. If the Grantor is a Limited Partnership, the Grantor must also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney, pursuant to 19 CFR 141.39(a)(2).
- (6) Date of issue must appear; also becomes effective date for bestowed authorities.
- (7) Full typed or printed legal name of signatory; signature of authorized person representing grantor; title of signatory. The signatory must be a duly authorized representative of the grantor (e.g. if a corporation, the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO or, if another organization, the Partner, Member, Director or Owner).

INDIVIDUAL OR PARTNERSHIP CERTIFICATION REQUIRED OF NON-RESIDENTS OF U.S.A.

(Optional for U.S. parties,, to be determined by the law of the state where this instrument is signed)

CITY: _____ COUNTY: _____ 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 (his) (her) free act and deed.

NOTARY SIGNATURE

NOTARY PUBLIC STAMP

CORPORATE CERTIFICATION REQUIRED OF NON-RESIDENTS OF U.S.A.

(*To be made by an officer other than the one who executes the power of attorney on Page I)

I, * _____, certify that I am the * _____ of _____, organized under the laws of the State or Province 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, sealed, 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 _____, 20____, 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____,

CORPORATE SEAL

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, designated place. Customs powers of attorney of residents (including resident corporations) shall be without power of substitution except for the purpose of shipper's export declarations.



Addendum

Applicable Only to General Partnership and Limited Liability Company

Instructions: Check the applicable box. Complete only the applicable corresponding statement. **(Only one statement will apply)** For all management structures other than Sole Manager or Sole Member, complete the body of this form to list all other partners, members, managers, and/or directors with authority to bind the firm.

General Partnership - I, _____ (full name) hereby certify that the following persons and/or companies are the general partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (company), a General Partnership organized within the State or Country and Province of , _____ as follows;

Manager Managed LLC - I, _____ (name) hereby certify that the following persons/entities are all of the managers and/or directors with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (company), a Limited Liability Company organized within the State or Country and Province of , _____ as follows;

Member Managed LLC - I, _____ (name) hereby certify that the following persons/entities are all of the members and/or partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (company), a Limited Liability Company organized within the State or Country and Province of , _____ as follows;

Sole Manager LLC (OR) Sole Member LLC - I, _____ (name) hereby certify that I am the sole manager/member with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (company), a Limited Liability Company organized within the State or Country and Province of _____ . **(If you have selected this statement do not complete the body of this form)**

Name	Capacity

(You may list additional partners, members, managers, and/or directors on a separate sheet)

Sincerely,

Signature _____ Name _____
 Capacity _____ Date _____

Notice: This document is not valid to certify a Limited Partnership Customs Power of Attorney (POA). A copy of the partnership agreement is required to be filed with the POA to certify it valid pursuant to 19 CFR 141.39(a)(2).

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 documents(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean Express Customhouse Broker, Inc. as well as its respective subsidiaries, related companies, agents and/or representatives;
 (b) "Customer" shall mean the person for which the Company is rendering service, as well as its 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 documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor

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 ninety (90) 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 one (1) year from the date of the loss;
 (ii) For claims arising out of air transportation, within two (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 seventy-five (75) days from the date of liquidation of the entry(s);
 (iv) For any and all other claims of any other type, within two (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 action(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 the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
 (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, 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 or false statement by the Customer 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 vessel operators and other providers. 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 incomplete statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

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 therefor; 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) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
 (c) 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).
 (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
 (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(e) 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.

(f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, Acts of God, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

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 arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, 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 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. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "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.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. 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 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

15. General Lien and Right to Sell Customer's Property.

- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
 (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.

16. 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.

17. 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.

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.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. 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. 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.

22. 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 New York without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved in the state of New York, City of New York, and at no other place.

-Customer and Company

- (a) irrevocably consent to the jurisdiction of the United States District Court for the Southern District of New York and the state courts of New York located in the city of New York;
 (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.