

IMPORTER SECURITY FILING (ISF) SERVICE AGREEMENT AND ISF POWER OF ATTORNEY
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This Importer Security Filing Service Agreement ("ISF Agreement") is, effective as of the date signed below, by and between:

(Name of individual, sole proprietorship, or business)

and Transcontinental Distribution Services, Inc. (hereinafter collectively called "TDS, Inc.").

In this agreement, the party who is contracting to receive the services shall be referred to as the "ISF Filer", which includes the following terms for which roles the ISF Filer might be designated: the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, or transferee of the Shipment(s). The party providing the services shall be referred to as "TDS, Inc."

DESCRIPTION OF SERVICES: Beginning on the effective date of this ISF Agreement, TDS, Inc will provide the following services based upon US Customs requirements and Terms & Conditions set forth in this agreement.

Terms and Conditions.

WAIVER OF CONFIDENTIALITY under 19 CFR 111.24: Customer grants TDS, Inc authorization to share information generally considered confidential under 19 CFR 111.24, including but not limited to information concerning points of contact, addresses and telephone numbers, revenue and entry data, with other corporations owned and operated by TDS, Inc and no others.

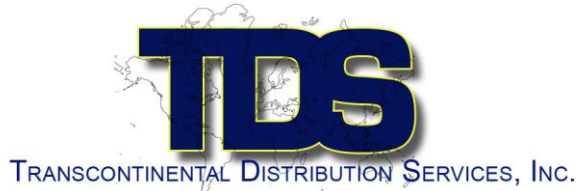
ISF BOND: The ISF Filer must have a bond to file an ISF beginning on January 26, 2010, at which time the importer must possess either a continuous bond or a separate ISF bond.

TIMING: The importer must provide the 10 data elements and the commercial invoice(s) at least 72 hours before loading at the foreign port for timely filing of the ISF. The importer must also notify ISF Filer of any additional information or corrections relating to the 10 data elements as soon as possible for timely updates of the ISF at least 24 hours before arrival at the first U.S. port.

RELATIONSHIP OF PARTIES: It is understood by the parties that TDS, Inc is an independent contractor with respect to the ISF Filer, and not an employee of the ISF Filer.

CONFIDENTIALITY: TDS, Inc will not at any time or in any manner, either directly or indirectly,

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LAREDO, TEXAS 78045
PH: (956) 725 1604 FAX: (956) 765 2599
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use for the personal benefit of the ISF Filer, or divulge, disclose, or communicate in any manner, any information that is proprietary to the ISF Filer. TDS, Inc will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this ISF Agreement.

POWER OF ATTORNEY: This ISF Agreement and ISF Power of Attorney will be made available to representatives of the United States Customs & Border Protection upon request.

KNOW ALL MEN BY THESE PRESENTS, THAT

_____, IRS# _____ or
(Name of individual, sole proprietorship, or business)

SSN#: _____

Individual **Sole Proprietorship** **Corporation,** **Partnership,**
(Circle one)

residing or having a principal place of business at:

(Street Address)

_____, _____, _____
(City) (State or Province) (Zip/Postal Code) (Country)

and doing business under the laws of the State (or if not U.S.-based company, list Country Incorporated) of, hereby appoints TDS, Inc as a true and lawful agent and attorney of the Principal named above with full power and authority to do and perform every lawful act and thing the said agent and attorney may deem requisite and necessary to be done for and on behalf of the said Principal without limitation of any kind as fully as said Principal could do if present and acting, and hereby ratify and confirm all that said agent and attorney shall lawfully do or cause to be done by virtue of these presents until and including,

_____ or until notice of revocation in writing is duly given before that date.
(Date)

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TRANSCONTINENTAL DISTRIBUTION SERVICES, INC.

ENTIRE AGREEMENT: This ISF Agreement contains the entire agreement for ISF of the parties involved, and also incorporates Terms and Conditions governing such services under the ISF Form attached. Application Form set forth in such document(s) governing these services.

SERVERABILITY: If any provision of this ISF Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this ISF Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW: This ISF Agreement shall be governed and construed in accordance with the laws of State of Texas.

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PARTY CONTRACTING SERVICES:

(Signature) (Print Name)

(Title - If grantor is a corporation, must be a corporate officer) (Effective Date)

Witness: _____
(If not a corporation, provide signatures, legible names, and complete physical addresses OR have grantor's signature notarized)

Designation of Bill to Party:

(name) (Address)

(Contact) (Title) (Effective Date)

(email) (telephone) (fax)

For Internal Use By TDS ONLY

Bond Use Fee: _____ YES _____ NO

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TRANSCONTINENTAL DISTRIBUTION SERVICES, INC.

Service Rate: _____

Date Authorized _____

Authorized by: _____

Confirm receipt by Customer: _____

Signed By: _____

Date: _____

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