

EXPORT FORWARDING SERVICES CONTRACT AND POWER OF ATTORNEY

EIN:/Social Security Number 1) _____ check box 2) Partnership Corporation Limited Liability Company
Individual or Sole Proprietorship

This EXPORT FORWARDING SERVICES CONTRACT AND POWER OF ATTORNEY (the "Contract") is entered into by _____, the exporter and the owner of the goods being exported, the U.S. Principal Party in Interest, (collectively hereinafter "Customer" or "Grantor") and Alba Wheels Up International, Inc., its employees, subsidiaries, related companies, authorized agents, or representatives (collectively, "Company" or "Grantee"). All services provided by the Company are subject to the terms of Company's Terms and Conditions of Service, all of which are incorporated herein by reference. Customer has read and hereby accepts Company's Terms and Conditions of Service, which are posted on the Internet¹. This Contract is a legally-binding contract between Company and Customer.

SCOPE OF SERVICES

Company will file USPPI's Electronic Export Information ("EEI") and a verified gross mass ("VGM") certification based on the information, data, and documents Customer, as the U.S. Principal Party in Interest provides to Company. Customer understands and agrees that it may be responsible for additional costs and for civil, criminal, or regulatory penalties if Customer were to make false or fraudulent statements in violation of U.S. laws or regulations. U.S. government agencies require USPPI to exercise reasonable care when exporting from the United States. Customer should review www.cbp.gov, www.bis.doc.gov, and www.export.gov for additional information on informed compliance and the exercise of reasonable care. If the exportation originates outside the U.S., then Company or its appointed third-party will file the Importer Security Filing with CBP based on the information, data, and documents Customer provides. Customer understand and agrees that items that are subject to an export license issued by the Bureau of Industry and Security ("BIS") and authorized for export only to a specific country of ultimate destination are for use by the ultimate consignee or end-user identified on that export license only. Customer understands and agrees that no person may resell, transfer, or otherwise dispose of those items to any other country or to any person other than the authorized ultimate consignee or end-user, either in the items' original form or after being incorporated into other items, without first obtaining express approval from BIS or as the applicable U.S. laws or regulations may otherwise authorize. Each person involved in transacting those items agrees to comply with all applicable U.S. laws and regulations and Customer agrees to include such terms in its agreements with its customers. Customer understands and agrees that it has an affirmative non-delegable duty to disclose all required information for Company to perform services on Customer's behalf, and in compliance with applicable law.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Grantor is an entity or individual presently living or doing business at _____, under the laws of the State of _____ hereby constitutes, appoints, and authorizes 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 the United States and in any foreign country, either by writing, electronically, or by other authorized means. Grantor gives Grantee the authority to appoint a licensed customs broker to act as Grantor's agent. Grantor waives business record confidentiality under 19 CFR section 111.24 and any requirement to receive a copy of the broker's charges directly from the customs broker under 19 C.F.R. section 111.36. Grantor authorizes the Grantee to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bill 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, to transmit export information electronically in reliance on the accuracy of the information provided by Grantor, to endorse or counter-sign weight certifications or tickets provided by grantor or Grantor's designee, endorse or negotiate drafts or checks drawn to the order of the Grantor or Grantor's designee and to appoint forwarding agents on Grantor's behalf and to do and perform every lawful act and thing the said agent and attorney may deem requisite and necessary to be done for EEI filing, export administration regulation compliance until notice of revocation in writing is duly given.

¹ <https://albawheelsup.com/resources/forms/>

EXPORT FORWARDING SERVICES CONTRACT AND POWER OF ATTORNEY

IN WITNESS WHEREOF, _____ has read the Power of Attorney and Contract and caused these presents to be sealed and signed:

GRANTOR'S NAME : _____
PRINTED NAME OF OFFICER : _____
TITLE : _____
SIGNATURE : _____
DATE : _____