

Contract on customs indirect representation and Power of Attorney for tax proceedings

For Companies/Natural Persons - Entrepreneurs:

Business Name:
Headquarters Address:
Identification No.:
Tax/EORI No.:
Contact Person:
Tel/Fax:
Email:

For Private Individuals:

Name and Surname:
Residence Address:
Date of Birth:
Passport No. (ID. No. in the case of Czech citizens):
Tel/Fax:
Email:

(hereinafter as the "Client")
does hereby authorize as its indirect representative and grants power of attorney as specified below

the company **Federal Express Czech s.r.o.**, a limited liability company with its registered office at Prague 6, Ruzyně, K Letišti 57/1049, Postal Code: 161 00, Czech Republic, ID-No.: 271 39 981, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 99295 (hereinafter as "FedEx")
in connection with the imports, exports and transit of shipments and goods via FedEx's services

- (1) to act in its own name and on Client's behalf (indirect representation) in dealings with the customs authorities to perform the acts and formalities laid down by customs rules and
- (2) to represent the Client in all the necessary tax and fee proceedings before the relevant authorities in the Czech Republic and
- (3) to pass any other acts which it may, in its sole discretion and according to this contract between the Client and FedEx and pursuant to FedEx's Conditions of Carriage, deem necessary or appropriate.

On the basis of this Contract and Power of Attorney, FedEx is authorized to (i) receive and be delivered any notices and other documents and communications from the Client and other third parties in connection with the Client, (ii) conclude, sign or execute any deed, agreement or document related to the purpose of this Contract and Power of Attorney on behalf of the Client and (iii) otherwise represent the Client and take any other substantive or procedural legal actions which it may, in her sole discretion, deem necessary or appropriate, all within the above-mentioned scope.

FedEx shall be authorized, if it is legally possible, to grant powers of substitution to its employees or to third persons within the scope of this Contract and Power of Attorney.

This indirect representation in customs clearance is agreed pursuant to Chapter 2 Section 2 Article 18 *et seq.* of Regulation (EU) No. 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code. This Power of Attorney is further granted pursuant to Sec. 27 *et seq.* of Act No. 280/2009 Coll., the Tax Code (as amended); Sec. 441 *et seq.* of Act No. 89/2012 Coll., the Civil Code (as amended); and Sec. 33 *et seq.* of Act No. 500/2004 Coll., the Administrative Procedure Code (as amended).

This Contract and Power of Attorney shall remain in full force until terminated by the Client and can be used repeatedly within its validity duration.

The relationship between the Client and FedEx as well as the reimbursement of all necessary costs, payment of the fees and charges, liability obligations etc. is ruled by this Contract, price list and by the FedEx's Conditions of Carriage, which effective wording is published on the following website: www.fedex.com/cz. The Client hereby acknowledges that he/she is acquainted with FedEx's Conditions of Carriage and the price list. The Client further confirms that FedEx's Conditions of Carriage and the price list are known to him/her. The fees for the FedEx's services are ruled by the price list currently effective. The price list could be changed by FedEx ex-parte and notified to the Client pursuant to the FedEx's Conditions of Carriage. The Client is allowed to terminate this Contract and Power of Attorney, unless he does not agree with the changed FedEx's prices list.

The Client is further obliged to pay all related customs fees or/and taxes (duties, other fees) imposed by the competent customs or taxing authority within 15 days from the date of the issuance of the corresponding invoice by FedEx. The Client is also obliged to indemnify all damages and costs, including penalties or other fees paid by FedEx with respect to this Contract and Power of Attorney. The Client will promptly provide FedEx upon its request with all the required cooperation, documents and permissions for customs and tax proceedings and undertakes to indemnify FedEx for any and all sanctions and damages caused by failure to comply with these requirements. FedEx is entitled, in particular by new clients, to request from the Client a deposit for the customs liability equal to 30% of the value of the goods declared for customs.

The annexes of this Contract and Power of Attorney are (i) Client's Certificate of Registration for Value Added Tax, if applicable, (ii) Client's Extract from Commercial Register / Certificate of Incorporation, if applicable, (iii) a copy of Client's trade license or other similar license, if applicable; (iv) actually effective price list, and (v) a copy of Client's passport or ID Card in case of the Czech citizens.

In on By:
Name:
Position:

We agree with the indirect representation of the above mentioned Client in customs clearance and we accept the Power of Attorney.

In Prague on.....

Federal Express Czech s.r.o.
Jiří Molnár

