

**WLG (USA), LLC & WORLD COMMERCE SERVICES, LLC
SERVICE AGREEMENT AND TERMS OF PAYMENT CONTRACT**

SERVICES

Upon receipt of a complete set of documents necessary to provide the requested services, WLG (USA), LLC and/or World Commerce Services, LLC, wholly owned by WLG, Inc. (hereinafter collectively referred to as "**Company**") will perform the normal and customary functions of a customs broker, an N.V.O.C.C., a foreign freight forwarder, and/or a domestic freight line, all according to the terms and conditions of this Service Agreement and Terms of Payment Contract. This Service Agreement and Terms of Payment Contract shall apply to all past, present and future services provided by Company to the client, unless and until a revised form of this Service Agreement and Terms of Payment Contract is entered into replacing this current form of Service Agreement and Terms of Payment Contract.

FEES

A schedule of current fees for customs broker, N.V.O.C.C., foreign freight forwarder, and domestic freight line services will be provided upon request. Any schedule of fees provided is subject to change at any time, provided, however, that an updated schedule may be requested and will be provided by Company at any time.

PAYMENT

All invoices from Company are due and payable in U.S. dollars within 20 days of the date of the invoice. Company's then current "Credit Extension Fee" shall be imposed on each invoice which remains unpaid as of the 20th day following the date of such invoice.

DEPOSITS AND CREDIT EXTENSIONS

In the course of providing the requested services, Company may make cash payouts, out of pocket disbursements, or other advances for the benefit of the client ("**Advances**"). At the discretion of Company, advance deposits may be required from the client to cover such Advances. Company's then current "Credit Extension Fee" may be imposed on each Advance which is not covered by an advance deposit. Credits for overpayments and refunds of duties, freight or other charges may be applied to outstanding invoices. In the event that any invoice remains unpaid after the 20th day following the date of such invoice, the client agrees to pay, in addition to the Credit Extension Fee, interest, collection costs, court costs, and reasonable attorneys fees incurred by Company in the collection of said invoice.

COLLATERAL SECURITY

The client hereby grants Company a security interest in any and all of the client's property, whether now or hereafter existing and wherever located, which is or will be in Company's possession or control, until Company has been paid in full by client for all fees, Advances, Credit Extension Fees, interest, collection costs, court costs, and attorney's fees which are owing from client to Company. The client also authorizes Company to retain said property, or stop it in transit, in order to secure full payment, and to exercise all other rights of a secured party under the provisions of the Uniform Commercial Code.

TERMS AND CONDITIONS OF SERVICE

The provisions of this Service Agreement & Terms of Payment Contract are in addition to, and not in place of, the Terms and Conditions of Services as well as any other terms or conditions provided to the client via the invoice or otherwise.

DUE AUTHORIZATION AND REVIEW

The undersigned, a duly authorized officer of the firm named below (and herein referred to as the "**Client**"), has read and agrees to this Service Agreement & Terms of Payment Contract in its entirety.

GUARANTOR

At the request of Company, an individual designated by Company shall execute below as Guarantor (of payment and not of collection) thereby personally guaranteeing the prompt payment in full of all amounts owing from the client to Company. If a Guarantor is required, Company will not perform any services hereunder until the signature of the Guarantor has been provided.

GOVERNING LAW; JURISDICTION; VENUE; WAIVER

All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal law, and not the law of conflicts of, the State of Illinois, and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and wholly to be performed in the State of Illinois. **CUSTOMER HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS, COUNTY OF COOK, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OVER THE PERSON OF CUSTOMER AND HEREBY WAIVES ANY CLAIM THAT COOK COUNTY OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM. CUSTOMER HEREBY WAIVES THE RIGHT TO INTERPOSE DEFENSES, COUNTERCLAIMS OR SET-OFFS OF ANY KIND AND DESCRIPTION IN ANY SUCH ACTION OR SUIT ARISING HEREUNDER OR IN CONNECTION HEREWITH. CUSTOMER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING HEREUNDER.**

Date: _____

Client:
Firm: _____
Address: _____

Guarantor:
Name: _____
Address: _____

Signature: X
(Authorized Officer Only)

Signature: X

Name: _____

Title: _____