

**PROOF OF COMPLIANCE OF AN FMC FOREIGN-DOMICILED REGISTERED
NVOCC
OCEAN TRANSPORTATION INTERMEDIARY (“OTI”)
PRIME GLOBAL SOLUTIONS, INC.
FMC LICENSE No. 028462NF**

EFFECTIVE DECEMBER 29, 2021, PRIME GLOBAL SOLUTIONS, INC. (“PGSI”) WAS REGISTERED BY THE FEDERAL MARITIME COMMISSION (“FMC”), 800 NORTH CAPITOL STREET, NW, WASHINGTON, DC 20573 AS AN OCEAN TRANSPORTATION INTERMEDIARY. ATTACHED HERETO ARE PERTINENT DOCUMENTS ATTESTING TO PGSI’S PROOF OF FMC LICENSING COMPLIANCE:

- **PGSI’S TARIFF PAGE – ATTESTING TO FMC TARIFF PUBLICATION REQUIREMENTS, PURSUANT TO FEDERAL REGULATIONS 46CFR §§520, AND 532**
- **PGSI’S TARIFF BOND RULE No. 24 – ATTESTING TO FMC BONDING REQUIREMENTS, PURSUANT TO FEDERAL REGULATIONS 46CFR §515.21 (A)(3)**
- **COPY OF PGSI’S FMC NVOCC BOND, ISSUED BY LEXON INSURANCE COMPANY, BOND No. 8822269, EFFECTIVE 12/29/2021**
- **COPY OF PGSI’S FILED FMC-1 APPLICATION, DATED 12/22/2021 5:50:12PM**
- **COPY OF PGSI’S STANDARD CARRIER ALPHA CODE (SCAC) CERTIFICATE, ISSUED BY THE NATIONAL MOTOR FREIGHT TRAFFIC ASSOCIATION (NMFTA)**

**TARIFF TILE PAGE
AND
TARIFF RULE No.24 -BOND INFORMATION**

PRIME GLOBAL SOLUTIONS, INC.

ORIGINAL TITLE PAGE

FMC No. 028462

NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 29DEC2021

PUBLISHED DATE: 29DEC2021

EXPIRATION DATE:

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF No. 001

NRA GOVERNING RULES TARIFF

NAMING RULES AND REGULATIONS ON CARGO MOVING

IN CONTAINERS AND BREAKBULK

BETWEEN

U.S. PORTS AND POINTS

AND

WORLD PORTS AND POINTS

PRIME GLOBAL SOLUTIONS, INC. is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization Number 028462 and FMC License Number 028462NF.

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement (“NSAs”). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

PUBLISHED BY:
PRIME GLOBAL SOLUTIONS, INC.
15805 E. VALLEY BLVD
CITY OF INDUSTRY, CA 91744
PUBLISHING OFFICER: ANDREW M. EISEN
EMAIL: ANDY.EISEN@PGS360.COM
TEL: 800-424-7746

Tariff Rule Information

028462 PRIME GLOBAL SOLUTIONS, INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 23-01: Destination Terminal Handling Charges (DTHC)

Effective: 29DEC2021 Thru: NONE Expires: NONE Publish: 29DEC2021

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment.

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Tariff Rule Information

028462 PRIME GLOBAL SOLUTIONS, INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 29DEC2021 Thru: NONE Expires: NONE Publish: 29DEC2021

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. **Bond No. 8822269**

3. Issued By: Lexon Insurance Company

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Prime Global Solutions, Inc., 15805 E. Valley Blvd, City of Industry, CA 91744.

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested. effected

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Tariff Rule Information

028462 PRIME GLOBAL SOLUTIONS, INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 29DEC2021 Thru: NONE Expires: NONE Publish: 29DEC2021

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR §§520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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Tariff Rule Information

028462 PRIME GLOBAL SOLUTIONS, INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 26:

Effective: 29DEC2021 Thru: NONE Expires: NONE Publish: 29DEC2021

Reserved for future use

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Tariff Rule Information

028462 PRIME GLOBAL SOLUTIONS, INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 29DEC2021 Thru: NONE Expires: NONE Publish: 29DEC2021

Not Applicable.

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FMC SURETY BOND No. 8822269

**Form FMC-48
FEDERAL MARITIME COMMISSION**

**Ocean Transportation Intermediary (OTI) Bond
(Section 19, Shipping Act of 1984 (46 U.S.C. 40901-40904))**

PRIME GLOBAL SOLUTIONS, INC., [NVOCC], as Principal (hereinafter "Principal"), and **LEXON INSURANCE COMPANY**, as Surety (hereinafter "Surety") are held and firmly bound unto the United States of America in the sum of **\$75,000.00** for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

Whereas, Principal operates as an OTI in the waterborne foreign commerce of the United States in accordance with the Shipping Act of 1984, 46 U.S.C. 40101-41309, and, if necessary, has a valid tariff published pursuant to 46 CFR part 515 and 520, and pursuant to section 19 of the Shipping Act (46 U.S.C. 40901-40904), files this bond with the Commission;

Whereas, this bond is written to ensure compliance by the Principal with section 19 of the Shipping Act (46 U.S.C. 40901-40904), and the rules and regulations of the Federal Maritime Commission relating to evidence of financial responsibility for OTIs (46 CFR part 515), this bond shall be available to pay any judgment obtained or any settlement made pursuant to a claim under 46 CFR 515.23 for damages against the Principal arising from the Principal's transportation-related activities under the Shipping Act, or order for reparations issued pursuant to section 11 of the Shipping Act (46 U.S.C. 41301-41302, 41305-41307(a)), or any penalty assessed against the Principal pursuant to section 13 of the Shipping Act (46 U.S.C. 41107-41109).

Now, Therefore, The condition of this obligation is that the penalty amount of this bond shall be available to pay any judgment or any settlement made pursuant to a claim under 46 CFR 515.23 for damages against the Principal arising from the Principal's transportation-related activities or order for reparations issued pursuant to section 11 of the Shipping Act (46 U.S.C. 41301-41302, 41305-41307(a)), or any penalty assessed against the Principal pursuant to section 13 of the Shipping Act (46 U.S.C. 41107-41109).

This bond shall inure to the benefit of any and all persons who have obtained a judgment or a settlement made pursuant to a claim under 46 CFR §515.23 for damages against the Principal arising from its transportation-related activities or order of reparation issued pursuant to section 11 of the Shipping Act (46 U.S.C. 41301-41302, 41305-41307(a)), and to the benefit of the Federal Maritime Commission for any penalty assessed against the Principal pursuant to section 13 of the Shipping Act (46 U.S.C. 41107-41109). However, the bond shall not apply to shipments of used household goods and personal effects for the account of the Department of Defense or the account of federal civilian executive agencies shipping under the International Household Goods Program administered by the General Services Administration.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall aggregate the penalty amount of this bond, and in no event shall the Surety's total obligation hereunder exceed said penalty amount, regardless of the number of claims or claimants.

This bond is effective the 29TH day of DECEMBER, 2021 and shall continue in effect until discharged or terminated as herein provided. The Principal or the Surety may at any time terminate this bond by mail or email (bcl@fmc.gov) written notice to the Director, Bureau of Certification and Licensing, Federal Maritime Commission, Washington, DC. 20573. Such termination shall become effective thirty (30) days after receipt of said notice by the Commission. The Surety shall not be liable for any transportation-related activities of the Principal after the expiration of the 30-day period, but such termination shall not affect the liability of the Principal and Surety for any event occurring prior to the date when said termination becomes effective.

The Surety consents to be sued directly in respect of any bona fide claim owed by Principal for damages, reparations or penalties arising from the transportation-related activities under the Shipping Act of Principal in the event that such legal liability has not been discharged by the Principal or Surety after a claimant has obtained a final judgment (after appeal, if any) against the Principal from a United States Federal or State Court of competent jurisdiction and has complied with the procedures for collecting on such a judgment pursuant to 46 CFR 515.23, the Federal Maritime Commission, or where all parties and claimants otherwise mutually consent, from a foreign court, or where such claimant has become entitled to payment of a specified sum by virtue of a compromise settlement agreement made with the Principal and/or Surety pursuant to 46 CFR 515.23, whereby, upon payment of the agreed sum, the Surety is to be fully, irrevocably and unconditionally discharged from all further liability to such claimant; provided, however, that Surety's total obligation hereunder shall not exceed the amount set forth in 46 CFR 515.21, as applicable.

The underwriting Surety will promptly notify the Director, Bureau of Certification and Licensing, Federal Maritime Commission, Washington, DC. 20573, in writing by mail or email (bcl@fmc.gov), of all claims made, lawsuits filed, judgments rendered, and payments made against this bond.

Signed and sealed this 29TH day of DECEMBER, 2021.

Bond Number: 8822269

OMB No. 3072-0018

Expires 12/31/2022

(Please type name of signer under each signature.)

PRIME GLOBAL SOLUTIONS, INC.

Corporate Principal

CALIFORNIA

State of Incorporation

Trade Name, If Any

15805 E. VALLEY BOULEVARD, CITY OF INDUSTRY, CA 91744

Business Address



By: **ANDREW M. EISEN – DIRECTOR OF NVOCC**

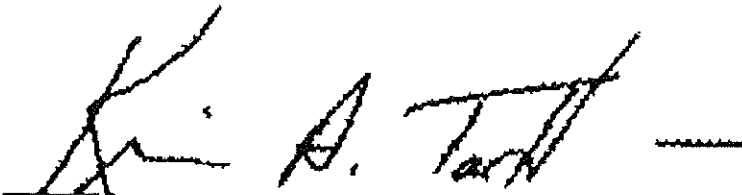
(Affix Corporate Seal)

LEXON INSURANCE COMPANY

Corporate Surety

256 JACKSON MEADOWS DR, HERMITAGE TX 37076

Business Address



By: **KEVIN A. TATTAM, AIF**

(Affix Corporate Seal)

Form FMC-48

(Rev. 12/2015)

FILE FORM FMC-1 – DATED 12/22/2021 5:50:12PM

Form FMC-1

(March 1, 1999)
OMB No. 3072-0064
(Expires 02/28/2021)

ORGANIZATION INFORMATION

Organization Number: **028462**

Initial Notification: **Yes**

Legal Name of Registrant:

PRIME GLOBAL SOLUTIONS, INC.

Trade Name(s) of Registrant:

Street Address of Headquarters:

15805 E. VALLEY BLVD

City: **CITY OF INDUSTRY**

State: **California**

Zip Code: **91744**

Country: **United States**

Contact Person Name at Headquarters: **ANDREW EISEN**

Phone Number of Contact Person: **800-424-7746**

Fax Number of Contact Person:

Email Address of Contact Person: **andy.eisen@pgs360.com**

Company Website: **www.pgs360.com**

TYPE OF REGISTRANT

VOCC: **No**
OTI/NVOCC: **Yes**
Marine Terminal Operator: **No**
Conference: **No**
Other: **No**

If you choose Yes for Other, please specify:

Comment - Describe Nature of Change(s):

Carrier has opted to publish its Tariff rules and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532.

PUBLISHER INFORMATION

Location of Tariff/Schedule(s) (if applicable):
(including Internet address or other information required to access the tariff(s)/schedule(s))

www.pgs360.com

Name of Tariff/Schedule(s) Publisher:

PRIME GLOBAL SOLUTIONS, INC.

Street Address of Tariff/Schedule(s) Publisher:

105805 E. VALLEY BLVD

City: **CITY OF INDUSTRY**

State: **California**

Zip Code: **91744**

Country: **United States**

Contact Person Name of Tariff/Schedule(s) Publisher: **ANDREW EISEN**

Phone Number of Tariff/Schedule(s) Publisher: **800-424-7746**

Fax Number of Tariff/Schedule(s) Publisher:

E-mail Address of Tariff/Schedule(s) Publisher: **andy.eisen@pgs360.com**

SCAC CERTIFICATE (PGSD)



December 30, 2021

ANDREW EISEN
PRIME GLOBAL SOLUTIONS INC
15805 E VALLEY BLVD
CITY OF INDUSTRY, CA 91744

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **PGSD** has been assigned to:

PRIME GLOBAL SOLUTIONS INC
15805 E VALLEY BLVD
CITY OF INDUSTRY, CA 91744
NVOCC

This Alpha Code will apply only to the company name shown above through June 30, 2022. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at customerservice@nmfta.org.

If you participate in the Customs & Border Protection (CBP) ACE program and you have an issue with using your SCAC with ACE, please contact CBP at the following email address: AMSSCAC@cbp.dhs.gov. All SCACs are automatically uploaded to ACE within 24 hours. To participate in the Automated Export System (AES) program, please email AMSSCAC@cbp.dhs.gov and askaes@census.gov a request, along with a copy of the NMFTA SCAC letter, to enable your SCAC for AES. Additional information on CBP's automated programs can be found at: <https://www.cbp.gov/trade/automated/getting-started>.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.