



**Appointment Agreement
Importer Security Filing (10+2)**

COMPANY INFORMATION

Company Name: _____ IRS# _____

Individual Name: _____ Date: _____

Designated ISF filer: I hereby elect CLI ISF I am self filing or have chosen a 3rd party ISF filer 3rd party ISF filing

Emails contacts: _____

RESPONSIBILITIES

_____, a _____ corporation located at a _____ (Principal), has agreed to retain the services of **Customized Brokers**, a Florida corporation, located at 10205 NW 108th Avenue, Miami, FL 33178 ("ISF Agent") as its U.S. agent in accordance with the requirements and regulations of the U.S. Customs and Border Protection agency published on November 25, 2008 known as Importer Security Filing (ISF).

1. This APPOINTMENT of ISF AGENT AGREEMENT ("Agreement") shall be for an initial period of One Year, commencing on _____. This Agreement shall automatically renew on a yearly basis thereafter on its anniversary date set forth above. This Agreement may be terminated at any time by either party giving thirty (30) days written notice to the other party. This Agreement may be immediately terminated upon the occurrence of one of the following:
 - a) The failure of one party to perform or comply with any one or more of the terms and conditions set forth in this Agreement.
 - b) The insolvency of either party or the filing of a bankruptcy petition by or against it.

2. Duties of the ISF Agent:

File all ISF information received from the Principal within the required time of 24 hours before loading of cargo to vessel at origin.

In case the Principal is filing the ISF directly on provided website, the ISF Agent must transmit that information to CBP 24 hours before loading of cargo to the vessel at origin.

EXCEPT AS SPECIFICALLY STATED HERE, ISF AGENT SHALL HAVE NO OTHER DUTIES OR RESPONSIBILITIES TO PRINCIPAL IN CONNECTION WITH ISF.

3. Duties of the Principal:

Provide the ISF Agent with timely information as required by ISF's 10 elements required from the importer to be filed by the ISF Agent 24 hours before loading cargo on vessel at origin (defined as within two (2) business days or such shorter period as the circumstances require), in writing.

Timely provide any changes in the information provided for ISF filing by ISF Agent, in order to file with CBP within 1 day of vessel arrival at the first U.S. port.

In case Principal is filing the ISF directly on provided website, Principal must provide accurately and timely to ISF Agent any and all information needed to facilitate the transmission of ISF on time by ISF Agent plus any and all information needed to timely update any changes or amendments (currently defined as within 1 day of vessel arrival at the first U.S. port).

Principal shall either direct the ISF Agent to submit the ISF under its own bond or elect to have the ISF Agent submit the ISF under the bond of the ISF Agent, as shown below in 4H.

4. **Further Definitions and Duties:**

- A. Effective date:** The Importer Security Filing under this Agreement is to commence effective, **2009** for all inbound cargo arriving via ocean transportation into the United States.
- B. ISF importer:** The Principal is the ISF Importer and is defined as "the party causing goods to arrive within the port limits of the United States" and **ultimately the responsible party for filing the ISF filing under the CBP Importer Security Filing (10 plus 2) regulations.**
- C. ISF information:** Requires all information to be true and accurate at the time of filing; if there are any changes, the ISF importer agrees to provide updated information - 24 hours prior to arrival at the first U.S. port.
- D. Bill of Lading:** The bill of lading number is required to be furnished to the ISF Agent for the ISF for each shipment at the lowest bill of lading level down to the house bill of lading.
- E. 24 hour rule:** Requires Principal as an importer, on entry for consumption, to provide the ten data elements for ISF - no later than (24) hours before the cargo is laden aboard a vessel destined to the United States.
- F. In-transit / FROB:** Requires importers for in-transit shipments, to provide the five data elements no later than (24) hours before the cargo is laden aboard a vessel destined to the United States.
- G. Flexibility period:** During this 12-month period, CBP may show restraint in enforcing the rule as long as importers are making a good faith effort and satisfactory progress toward compliance.
- H. Bond requirement:** During the grace period of the regulation, from January 26, 2009 until January 26, 2010, bonds will not be required to be filed by CBP. Effective January 26, 2010, the ISF must be secured by a bond, either provided by the ISF Importer or the ISF Agent
 YES, Principal elects to use its own bond – SURETY CODE; provide type of bond: _____
; name of Surety: _____; bond #: _____; effective date of bond: _____.
 NO, submit ISF under Agent's bond.
- I. System filing:** The ISF will be transmitted through the Automated Broker Interface (ABI) or Automated Manifest System (AMS).
- J. Power of Attorney: Principal must have a signed Customs Power of Attorney in favor of ISF Agent in the form provided by ISF Agent on file with ISF Agent.**

5. **Other Provisions**

A. Trade Secrets/Confidential Information:

- i) **Non-Disclosure Obligation:** The parties acknowledge that each may be exposed to certain proprietary information, confidential information, and trade secrets of the each other, the unauthorized disclosure of which may cause irreparable harm. "Trade secrets and/or confidential information" shall include information, documents and materials owned, developed, or possessed by either party not generally known or available to the public, the identity of Principal's or ISF Agent's customers, costs, pricing, products, sales, lines of credit, financial information, and sources of supply of goods and services sold. Trade secrets and confidential information shall not include any information available in the public domain through no fault or breach of this Agreement by either party or information previously in the possession of either party obtained on a non-confidential basis. Each party agrees that it will take prudent precautions to prevent the unauthorized disclosure of trade secrets and/or confidential information. Notwithstanding the foregoing, either party may disclose trade secrets and/or confidential information pursuant to subpoena or other legal process if such disclosure is required by law and the subpoenaed party notifies the other party in writing prior to the proposed disclosure.

- ii) Indemnity: The Principal shall hold harmless from and against, indemnify and defend the ISF Agent from any liability, loss, penalties, claims, costs, expenses or damages caused by its negligence, breach of any of the terms of this Agreement or failure or inability to provide the required information on a timely basis. In the event that Principal elects to have the ISF filed under the bond of the ISF Agent, Principal shall also hold harmless, indemnify and defend ISF Agent and its Surety from and against all losses, costs, fees, expenses, penalties, and damages of whatsoever kind and nature, including but not limited to court costs, attorneys fees, and interest, in connection with the use of ISF Agents bond in the ISF and any actions or claims taken against such bond relating to ISF. If an action or claim is initiated against the ISF Agent by reason of such negligence, breach, failure or inability, the Principal shall defend said action at its own expense and shall pay and discharge any judgment, settlement or penalty which may be rendered in such action. If the Principal fails to defend said action, the ISF Agent may defend same and any expenses, including attorney's fees costs and necessary disbursements, which it may incur or pay and the amount of any judgment, penalty, or settlement shall be promptly reimbursed upon demand. Neither party shall be liable to the other for consequential, indirect, incidental or special damages or loss of profits or business.
- B. This Agreement may not be assigned by either party without the other party's prior written consent.
- C. The parties further agree that ISF Agent's liability if any hereunder shall be limited to the amount of ISF Agent's fees under this Agreement.
- D. Any controversy between the parties hereto involving this Agreement shall, on the written request of either party served on the other, be submitted to arbitration. The arbitration shall be conducted in Miami, FL by the American Arbitration Association under its rules of commercial dispute arbitration.
- E. This Agreement shall be construed and interpreted in accordance with Federal and State of Florida laws.
- F. Either party shall take such further action or execute documentation or powers of attorney as may be necessary to carry out this Agreement.
- G. This Agreement contains the entire agreement between the parties hereto with respect to the services contemplated herein and may not be amended and/or modified except by a writing signed by the parties.
- H. Waiver of any terms or condition of this Agreement shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other terms or condition of this Agreement.

SIGNATURES

Certification:

Principal acknowledges having received all the necessary (10+2) Importer Security Filing program details and fully comprehend the requirements imposed by U.S. Customs & Border Protection. We hereby agree to provide to **Customized Brokers, Inc.**, as ISF Agent all necessary information for the Importer Security Information, as true and accurate to the best of our knowledge. We understand that failure to provide any or all of the information in a timely manner can result in disciplinary action and/or penalties directly by US Customs & Border Protection.

The undersigned approves the terms and conditions of this Agreement and represents that it has the requisite authority to enter into it.

(Principal)

Corporate Officer Title: _____

Signature: _____

Customized Brokers, Inc. (ISF Agent)

Corporate Officer Title: _____

Signature: _____