This Agreement ("Agreement") is made and entered into by and between ______ ("Customer") and UPS Supply Chain Solutions, Inc. ("SCS").

SCS will provide Importer Security Filing services ("Services") as set forth subject to the terms of this Agreement, a Customs Power of Attorney executed by Customer and UPS Supply Chain Solutions, Inc., applicable Terms and Conditions of Service available at UPS-SCS.COM, and the Application for Credit provided by Customer. These Services will be provided according to the fees in the schedule ("Fee Schedule") below. If needed, SCS will develop standard operating procedures, which will be subject to the written approval of both parties. This Agreement will be subject to periodic review by SCS for Customer compliance and consistency with scope of work. SCS will provide the Customer 30 calendar days prior written notice for any changes to Fee Schedule.

Customer and SCS agree to maintain the confidentiality of this Agreement including its rates and terms ("Confidential Information") unless disclosure is required by law. Customer agrees not to post or publicly display Confidential Information.

SCS and Customer agree that either party may terminate this Agreement upon 30 calendar days prior written notice.

Customer must provide to SCS and SCS must have received, the completed ISF data elements (8 elements) no later than 72 hours prior to loading of the ocean vessel at the foreign port of loading in a mutually agreed format.

**Importer Security Filing Fee Schedule**

**Ocean Imports into the USA**

**SCS is Broker or Forwarder or NVOCC including Forwarding Provider**

- $75.00 ISF Filing Fee
- $50.00 ISF Amendment Fee (per amendment, if applicable)

**SCS is Broker AND Forwarder or NVOCC including Forwarding or Supplier Management Provider**

- $50.00 ISF Filing fee
- $25.00 ISF Amendment Fee (per amendment, if applicable)

**IE, and T & E Freight**

- $25.00 ISF Filing Fee
- $15.00 ISF Amendment Fee (per amendment, if applicable)

*IE – Immediate Exportation, T & E – Transportation & Exportation*

Pricing based on the following assumptions and average shipment characteristics:

- 5 classifications
- 3 ultimate consignees
- 3 manufacturers (or suppliers)
- 1 occurrence for all other required data element
- Use of Importers Bond with Valid Power of Attorney

Average expected entries per month: ______

In the event not all information is received and UPS must gather information to meet ISF requirements, the following fee may apply:

**Fax/Email/Phone Communication Fee:** $20.00 per required communication to obtain missing information

If importer does not have a continuous bond, charges are as follows:

- **ISF Single Transaction Bond:** $100.00 per filing
- **Continuous Bonds:** Upon Request
Importer Security Filing Amendments or Cancellations.
Unless requested by Customer in writing and agreed to by SCS in writing, SCS shall be under no obligation to undertake any pre- or post-importer security filing ("ISF") service on behalf of the Customer. SCS will not be responsible for pursuing any missing or supplemental ISF documentation not submitted electronically to CBP in the initial ISF record. If such missing, supplemental, or corrected ISF documentation is provided to SCS, SCS will make an amendment to the initial ISF record or cancellations of such ISF records only upon receipt of written authorization from Customer, and will charge a supplemental fee for such amendment or cancellation.

Limitation of UPS SCS Responsibility to Compile Importer Security Filing Data.
SCS will compile certain importer security data provided by Customer’s supply chain partners pursuant to Part 149 of the Code of Federal Regulations, [“Part 149”] Importer Security Filing, which shall be deemed to include only: buyer(s) name/address/DUNS number, seller(s) name/address/DUNS number, manufacturer(s) or supplier(s) name/address/DUNS number at the item level, country(ies) of origin at the item level, HTSUS number at the item level and the 6-digit level, container stuffing location(s) name/address/DUNS number, consolidator(s) name/address/DUNS number, ISF Importer EIN and name/address, consignee EIN and name/address, ship to locations(s) name/address, surety bond information, lowest bill of lading number and bill of lading issuer Standard Carrier Alpha Code (SCAC). The DUNS number may be provided, but will not be a substitute for the actual party name and address. SCS will not be responsible for the pursuit of the other optional ISF data pursuant to Part 149, including but not limited to: mode of transportation, container information, master bill number (if not the lowest bill), customs entry number, and the Standard Carrier Alpha Code (SCAC) of the vessel operator that is transporting the container.

Miscellaneous.
SCS will not be responsible for holding or loading of containers when the containers are not in SCS’s possession, whether or not U.S. Department of Customs and Border Protection has accepted the ISF. SCS will act as ISF Agent when contracted for forwarding, NVOCC including forwarding service, supplier management, and/or brokerage services for a particular shipment requiring ISF submission. For Immediate Exportation or Transportation and Exportation shipments for which SCS is the agent authorized to act as ISF filer on behalf of the Importer as required by Part 149, SCS retains the option of not arranging transportation on behalf of Customer if sufficient required documentation is not available to SCS for the purpose of ISF filing. SCS retains the option to use SCS’s surety bond for ISF in the event that Customer has no surety bond, and if SCS chooses to use such surety bond to Customers’ benefit, will charge Customer a fee for such service. SCS may choose to exercise this option only once, at the time of Customers’ first shipment requiring ISF. Customer agrees to provide SCS with information and cost approval at time of first shipment requiring ISF to enable application for an ISF surety bond which, upon approval by the surety, will be utilized on all subsequent shipments.

UPS SCS maintains a Customs Brokerage Fee – Glossary of Terms at www.ups-scs.com. For more information, please call the UPS Supply Chain Solutions, Inc. Customer Relations Department toll-free at 1-888-253-2748.

Customer: 
Contact: 
Address: 
City: State/Province: Zip/Postal Code: 
Customer Signature: 
Title: Date: 
Account Number(s): 
Account Manager: 
Sales/Operations Group: 
Enter Sales Group 
Proposal Date: Acceptance Date: 

This offer is void if not accepted by 30 days from the proposal date (“Deadline”). Customer may accept Agreement by providing a duly signed copy of this Agreement to SCS by the Deadline.