

LIMITED WAIVER OF RECORD CONFIDENTIALITY

Service terms and conditions U.S. brokerage – In accordance with the National Customs Brokers and Freight Forwarders Association of America, Inc. Both the Client and the Customs Broker agree to be bound by the Power of Attorney and the Service Terms and Conditions until one of the parties advises the other in writing.

These Service Terms and Conditions constitute a legally binding contract between the “Company” and the “Customer” governing the provision of customs brokerage and related services by the Company to the Customer. In the event the Company renders any other services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

Limited Waiver of Record Confidentiality

Pursuant to section 111.24 and 111.36 of the Customs Regulations (see attached) information relating to the business of the clients serviced by the company, H SAENZ JR., INC. is to be considered “confidential” unless waived by the clients. In order to permit electronic storage of company customs business records, the issuance of invoices and maintenance of records of account, etc., at the offices of H SAENZ, JR., INC to the extent required the customer _____ expressly waives confidential treatment of these records. The Customer acknowledges and agrees that the information contained in these records will not be disclosed to any parties other than to _____ and will otherwise be treated as confidential.

SIGNATURE

PRINTED NAME

TITLE

DATE

Contact Information:

Address _____

Telephone _____
Fax _____
Email _____

§ 111.24 Records confidential. The records referred to in this part and pertaining to the business of the clients serviced by the broker are to be considered confidential, and the broker **must not disclose their contents** or any information connected with the records to any persons other than those clients, their surety on a particular entry, and the Field Director, Office of International Trade, Regulatory Audit, the special agent in charge, the port director, or other duly accredited officers or agents of the United States, except on subpoena by a court of competent jurisdiction.

111.36 Relations with unlicensed persons. (a) *Employment by unlicensed person other than importer.* When a broker is employed for the transaction of customs business by an unlicensed person who is not the actual importer, the broker must transmit to the actual importer either a copy of his bill for services rendered or a copy of the entry, unless the merchandise was purchased on a delivered duty-paid basis or unless the importer has in **writing waived transmittal of the copy of the entry or bill for services rendered.** (b) *Service to others not to benefit unlicensed person.* Except as otherwise provided in paragraph (c) of this section, a broker must not enter into any agreement with an unlicensed person to transact customs business for others in such manner that the fees or other benefits resulting from the services rendered for others inure to the benefit of the unlicensed person. (c) *Relations with a freight forwarder.* A broker may compensate a freight forwarder for referring brokerage business, subject to the following conditions: (1) The importer or other party in interest is notified in advance by the forwarder or broker of the name of the broker selected by the forwarder for the handling of his Customs transactions; (2) The broker transmits directly to the importer or other party in interest: (i) A true copy of his brokerage charges if the fees and charges are to be collected by or through the forwarder, unless this requirement is **waived in writing by the importer or other party in interest;** or (ii) A statement of his brokerage charges and an itemized list of any charges to be collected for the account of the freight forwarder if the fees and charges are to be collected by or through the broker; (3) No part of the agreement of compensation between the broker and the forwarder, nor any action taken pursuant to the agreement, forbids or prevents direct communication between the importer or other party in interest and the broker; and (4) In making the agreement and in all actions taken pursuant to the agreement, the broker remains subject to all other provisions of this part