

<b>WEBCWS IMPORTER REGISTRATION FORM</b>	
Company Name:	Company TIN
Office Address:	Billing Address:
Telephone Number:	Fax Number
President/General Manager	Telephone eMail Address
Key Contact Person – Logistics/Traffic (Name and Position)	Telephone Number: Mobile Number: eMail Address
Key Contact Person – Finance (Name and Position)	Telephone Number: Mobile Number: eMail Address
Application Service Provider: <b>InterCommerce Network Services, Inc.</b>	

**Authorized Brokers/Forwarders**

Company Name:	Address
Authorized Officer (Name and Position)	Telephone Number: Mobile Number: eMail Address
Company Name:	Address
Authorized Officer – (Name and Position)	Telephone Number: Mobile Number: eMail Address
Company Name:	Address
Authorized Officer (Name and Position)	Telephone Number: Mobile Number: eMail Address

**AUTHORIZED SIGNATORY:**

\_\_\_\_\_  
**SIGNATURE OVER PRINTED NAME**

**INFORMATION SERVICES AGREEMENT  
SERVICE DESCRIPTION AND PRICE SCHEDULE  
eCustoms Services for Importers– WebCWS Import Entry**

Agreement Number: \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

**SERVICE DESCRIPTION**

InterCommerce Network Services (INS) – eCustoms Services is an electronic commerce service, which is provided by means of the use of INS' Electronic Commerce Service solution on its local teleprocessing network. The service enables subscribers to electronically exchange business data with trading partners on a computer-to-computer basis in standardized formats, specifically export and import clearance transactions with the Bureau of Customs, PEZA and CDC electronically and receive SMS/Text messages as notification upon receipt of electronic documents from authorized parties.

**USE OF SERVICES**

Client will use the Services in accordance with applicable law, including data privacy laws, and standard conditions of use established by InterCommerce of which Client is given notice. InterCommerce may terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to InterCommerce systems or customers or disruption of other InterCommerce customers' use of the affected Service. Client is responsible for obtaining, installing and maintaining the equipment and communications services necessary to access and use Services.

InterCommerce may (i) supplement or make changes to its rules of operations, access procedures, security procedures and standards for Client equipment, (ii) change the type and location of the system equipment, facilities and software used by it in providing Services, and (iii) modify or withdraw any particular Service. If a Service is withdrawn or InterCommerce believes any other change will have a material adverse effect on Client's operations, it will give reasonable notice to Client and will attempt to negotiate modifications to this Agreement and/or any applicable Schedule(s), which mitigate the effects of the change for a reasonable period. If the parties are unable to agree to a resolution within thirty (30) days, either party may, upon reasonable notice, terminate the Schedule(s) for the Service(s) affected by the change. Neither party will be liable to the other for damages due to such termination.

Neither Client nor its authorized users will resell or sublicense Services to third parties without InterCommerce's written consent. In the event that the Services provided to Client are used by third party customers of Client, Client will be solely responsible for the establishment of terms and conditions and continuation of all contracts with such users for use of such Services, provided that, in addition to whatever contractual limitations and exclusions of liability which Client may require in such contracts for its own protection, Client will obtain from such users for the benefit of InterCommerce and its suppliers, contractual limitations consistent with this Agreement, including without limitation exclusions of liability for liabilities arising out of, relating to or connected with use of the Services which are no less protective than the limitations set forth in this Agreement. Client agrees to indemnify and hold InterCommerce and its suppliers harmless from any liabilities asserted against InterCommerce or its suppliers by such customers arising from their use of the Services.

InterCommerce does not act as an agent of Client in connection with Client's use of InterCommerce Service. The establishment of the terms of any commercial or legal relationship between Client and any third party by means of the use of InterCommerce CWS, WebCWS, RosettaNet and /or eCustoms Services is the sole responsibility of Client. The provision of such service by INS shall not be interpreted as conferring any authority or responsibility on InterCommerce with respect to the establishment, continuation, or binding effect of such terms.

**SPECIAL TERMS**

INS may include Client's name and contact information in directories of INS Service subscribers for the purpose of promoting the use of the service by additional potential trading partners. However, INS is not authorized to use Client's name, trademarks or other identifying information in any other advertising or promotional materials without Client's prior consent.

**PRICES**

The following prices apply to INS Service and are in lieu of any and all other charges specified in the INS Price Schedule which might otherwise be applicable to such Service.

_____ < Company Name >	_____ <b>InterCommerce Network Services, Inc.</b>
Address:	Unit 2203, 88 Corporate Center, Sedeno cor Valero Sts. Salcedo Village, Makati 1227, Philippines
Authorized Signatory:	
_____ Date:	_____ <b>FRANCIS NORMAN O. LOPEZ</b> President Date:

**eCustoms Services for Importers– WebCWS – Import Entry**

All prices quoted are in **Philippine Pesos**

<b>A. BASIC SERVICE CHARGES</b> <sup>(a)</sup>	PhP
<b>Service Initiation</b> , One-time, per Company, upon registration	<i>Waived</i>
<b>Subscription – “Pay-per-Use”</b> <sup>(b)</sup>	
<p>1. <b>Import Entry: Warehousing, Formal/Consumption and SGL</b></p> <p>This online service enables Customs broker to have online access to the WebCWS for import entry preparation, lodgment and receipt of Customs response, and the remote printing of the Single Administrative Document (SAD). As an online service, the “per-use” transaction may be charged to pre-paid account, nominated bank account (autodebit) or to accepted credited card and other forms of electronic payment.</p> <p><b>The following fees will be billable for the account of the registered Customs Brokers:</b></p> <p><input type="checkbox"/> <b>One-time WebCWS</b> <span style="float: right;">100.00</span>            Customs brokers may register, prepare and lodge their import entry declaration online via WebCWS, for one-time use only.            One (1) UsedID and Password, valid for single use.            Online document/data storage for 15 days.</p> <p><input type="checkbox"/> <b>Regular Subscription</b> <span style="float: right;">75.00</span>            Customs brokers may register as a Regular Subscriber to InterCommerce eCustoms – WebCWS Solution. Transactions of Regular Subscribers in excess of 500 transactions per month shall be entitled to volume discount and shall charged P65.00 per transaction.            Two (2) UsedIDs and Passwords.            Online document/data storage for 2 months.</p> <p><input type="checkbox"/> <b>Premium Subscription</b> <span style="float: right;">65.00</span>            Customs brokers may register as a Premium Subscriber to InterCommerce eCustoms – WebCWS Solution, with minimum transaction volume commitment of 500 import entries per month.            Five (5) UsedIDs and Passwords.            Online document/data storage for 3 months.</p> <p>2. <b>Online Visibility for Importers</b><sup>(c)</sup></p> <p>This online service enables registered importers to have online access to all import transactions prepared and lodged by its authorized brokers, for viewing of import entry details, Customs Assessment and remote printing of the Single Administrative Document (SAD). Registered importers shall have access to email notification on import entries lodged by brokers, and a standard Management Report.</p> <p style="text-align: right;"><i>Free to registered importers/ clients of registered brokers</i></p>	
<b>B. OPTIONAL SERVICE CHARGES</b>	
1. SMS/Text Alert Notification <sup>(e)</sup>	2.50
This service allows the importers or Customs brokers to receive SMS/Text Messages – Alert Notification on the lodgment or receipt of Customs response (Assessment or Error Message) to the to a client’s registered cellphone number.	
2. Offline Document Storage, per annum <sup>(f)</sup>	3,300.00
InterCommerce will provide monthly archive of transaction data in CD.	
3. Restore transaction documents from Offline Document Storage, per document <sup>(g)</sup>	100.00
4. Customization of Management Reports <sup>(h)</sup>	Variable

All Fees are inclusive of 12% Value-Added Tax.

INS reserves the right to change the prices of its services upon prior notice. The continued use of the services and products of INS after a period of seven (7) days from the date of such notice shall be deemed as an acceptance of such new prices, unless the Contract is sooner terminated by the Client in writing to INS.

**Notes:**

- (a) Basic Service Charges will apply to subscription to InterCommerce eCustoms services, specifically the service initiation and transaction charges (Pay-per-Use).

- (b) The Transaction fee, i.e. Pay-per-Use, shall be for the online access to the WebCWS, the preparation and lodgment of the import entry, the receipt of the Customs response and the remote printing of the corresponding Single Administrative Document (SAD). The fee shall be autodebited from the Client's pre-paid account, nominated bank account, credit card or other mode of electronic payment, subject to confirmation by InterCommerce.

The transaction document shall be retained online by InterCommerce, and shall be accessible only to authorized Client, using its valid UserID and Password.

InterCommerce shall regularly conduct the WebCWS User Training Program; upon request, the training may also be conducted in the Client's premises, equipped with computers, printer and internet access.

- (c) Importers may register up to three (3) UserIDs and Passwords to the WebCWS for online visibility of all transactions of its authorized Customs brokers, and the generation of Management Reports. UserIDs and Passwords for online visibility shall be restricted to viewing and remote printing of Import entries only. Registered importers may opt to receive email notification of entries lodged by brokers.

It is the sole responsibility of the importers to notify InterCommerce in writing on the activation or termination of UserIDs and Passwords assigned to its duly authorized officers for online visibility of transactions. Unless their UserIDs and Passwords are terminated, company officers who may no longer be connected with the company or have been reassigned to perform other functions shall continue to have access to confidential import transaction data of the company.

- (d) *All import entries lodged under the SGL Program may be validated, specifically matching each line item with the corresponding Customs SGL List of Importables for use by the Client. Any Customs SGL import entry containing one or more items which are not in the List of Importables as approved by BoC, shall be rejected by the system, and shall not be submitted to BoC for processing by the BoC-ACOS. To ensure integrity of the system, the Client, shall verify the database containing the Client's List of Importables prior to uploading into the system; periodic updates to the SGL List of Importables may be submitted by the Client to the BoC SGL Committee, and upon its approval, BoC shall provide InterCommerce with such updates on the importers List of Importables.*

*In case of an unlisted item in the Customs SGL import entry, an error message will automatically be sent to the authorized Customs broker which prepared and lodged the Customs SGL import entry, to either amend the unlisted item or the mode of declaration, and re-submit the said entry declaration accordingly.*

- (e) The registered Importer or Customs Broker may register its cell phone number or email addresses of authorized users with InterCommerce and shall received the required Alert Notification , i.e. import entry upon lodgment by the Customs broker, or Customs response (Assessment or error message).

InterCommerce, however, does not warrant receipt of SMS text messages by the registered cell phone, as transmission and routing of messages is handled by the cell phone/SMS service providers which do not warrant 100% transmission of all SMS text messages transmitted. Likewise, while the WebCWS automatically generates the SMS notification for immediate transmission to the registered cell phone, the timing of the actual delivery and receipt of said SMS notification may be delayed due to traffic or congestion in the SMS network, or by the availability of service and reach of cell sites in the particular location of the registered cell phone at the time of transmission of the SMS text message, or any other technical problems affecting the network of the SMS service provider.

It is the sole responsibility of the registered Importer or Customs Broker to inform InterCommerce in writing should they want to terminate the Alert Notifications.

- (f) Online documents exceeding 90 days shall be deleted from the online database and may be moved to the Offline Document Storage Facility as archive documents. Clients may subscribe to Offline Document Storage to receive monthly CDs of transaction documents.

- (g) InterCommerce may restore Archived Documents to the WebCWS from the Offline Document Storage, upon request of the client.

- (h) Management Reports may be customized and generated from the WebCWS. The cost of the customization and generation shall depend on the content and format of such reports as defined by the Client. InterCommerce shall submit a separate quote to the Client for this requirement.

- (i) WebCWS™ VASP Service

The Web-based Customs Workstation System or WebCWS™ is a VASP solution deployed by InterCommerce for use by subscribers for the preparation of import entry (and other Customs transactions) and shall generate the Import Entry in the prescribed Customs XML format for submission and automated processing by the Customs Asycuda, as well as printing of the prescribed Customs Single Administrative Document (SAD).

InterCommerce warrants that its has the goods title to the WebCWS™ and hereby agree to hold the client free and harmless from, and shall indemnify its client for any claim from any third party for any infringement of any intellectual property right over the same. It further warrant that the system has appropriate security measures to protect all data and information against any unauthorized intrusion by any third party and shall take reasonable efforts to ensure at all material times the integrity and accuracy of data.

InterCommerce grants to Client a non-exclusive access and use of the WebCWS™. This authorization includes the right to use any pre-existing intellectual property contained in any such materials in connection with Client's use of Services or Programs provided hereunder. Otherwise, all right, title and interest in the materials remain with InterCommerce. Nothing in this Agreement will be construed to restrain InterCommerce or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of Personnel Services for Client.

Neither Client nor its authorized users will resell or authorize any third parties to access and use the WebCWS without InterCommerce's written consent. In the event that the Services provided to Client are used by third party customers of Client, the

Client will be solely responsible for the establishment of terms and conditions and continuation of all contracts with such users for use of such Services, provided that, in addition to whatever contractual limitations and exclusions of liability which Client may require in such contracts for its own protection, Client will obtain from such users for the benefit of InterCommerce and its suppliers, contractual limitations consistent with this Agreement, including without limitation exclusions of liability for liabilities arising out of, relating to or connected with use of the Services which are no less protective than the limitations set forth in this Agreement. Client agrees to indemnify and hold InterCommerce and its suppliers harmless from any liabilities asserted against InterCommerce or its suppliers by such customers arising from their use of the Services.

INTERCOMMERCE DOES NOT WARRANT THAT ANY SERVICES OR CUSTOM SOFTWARE WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF ANY SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS, WHICH COULD BE CAUSED BY SERVICE DEFECTS, INTERRUPTIONS OR MALFUNCTIONS.

#### **EXCLUSIONS AND LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDIES.**

AS A MATERIAL CONDITION OF RECEIVING SERVICES AT THE PRICES SPECIFIED IN THIS AGREEMENT, AND IN REGARD TO ANY AND ALL CAUSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, CLIENT AGREES THAT:

INTERCOMMERCE'S LIABILITY WITH RESPECT TO ANY INFORMATION OR PERSONNEL SERVICE WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY CLIENT FOR THE SERVICE IN THE THREE (3) MONTHS PRECEDING THE EVENT WHICH IS THE CAUSE OF LIABILITY;

1. INTERCOMMERCE'S LIABILITY WITH RESPECT TO ANY ITEM OF CUSTOM SOFTWARE WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY CLIENT TO INTERCOMMERCE FOR THE ECUSTOM SERVICE, OR PART OR PARTS THEREOF, WHICH IS THE CAUSE OF LIABILITY; AND
2. INTERCOMMERCE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE (EVEN IF INTERCOMMERCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS, LOSS OF USE OF SERVICES OR PROGRAMS, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR PROGRAMS, DOWN TIME COSTS, OR DAMAGE AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.
3. THE REMEDIES SPECIFIED IN THIS AGREEMENT ARE EXCLUSIVE.

#### **GENERAL PROVISIONS.**

1. Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots, war, or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be appropriately extended.
2. The Information Services are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of any service could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, InterCommerce and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Client agrees that InterCommerce and its suppliers will not be liable for any claims or damages arising from the use of any service in such applications.
3. Client will use the Services in accordance with applicable law, including data privacy laws, and standard conditions of use established by INTERCOMMERCE of which Client is given notice. INTERCOMMERCE may terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to INTERCOMMERCE systems or customers or disruption of other INTERCOMMERCE customers' use of the affected Service.
4. Client is responsible for obtaining, installing and maintaining the equipment and communications services necessary to access and use INTERCOMMERCE Services.
5. Client will not directly or indirectly solicit or offer employment to, or accept from others, services by a former employee of InterCommerce, during the performance of required Personnel Services by the employee and for six (6) months thereafter.
6. All notices under this Agreement will be given by electronic means (email or fax), or by courier or mail to a party at its address set forth above or such other address as it may substitute by notice to the other party, and will be effective upon receipt.
7. Neither party may assign this Agreement without the prior written consent of the other party. However, either party may without consent of the other party assign this Agreement to a successor in interest to substantially all of the business operations of that party to which the subject matter of this Agreement relates. The provisions of this Agreement are for the sole benefit of the parties, and not for the benefit of any other persons or legal entities.
8. Before either party initiates legal proceedings, the party shall first refer such matter to the contract managers of each party. Following such referral, the managers shall negotiate in good faith to resolve such disagreement within two (2) weeks of the date of referral thereof. If the disagreement is not resolved in the course of such negotiations, the managers shall consult with a neutral third party mediator and shall use their reasonable best efforts to promptly procure a determination from such mediator. Unless the parties agree to the contrary in writing, any advice or decision of the mediator shall not be binding upon the parties.
9. This Agreement will be governed by the law of the Philippines. Any suit or proceeding arising out of this Agreement must be commenced within two (2) years from the date the right, claim, demand or cause of action being asserted first came into being, to be filed at the City of Makati. This Agreement (including the applicable Schedules or addendum thereto) contains the complete and exclusive understanding of the parties. No waiver or modification of any of the provisions of this Agreement will be binding unless in writing and signed by both parties.