

## REGISTRATION FORM – INS eManifest Service

Unit 501 Pearl Bank Center, 146 Valero St., Salcedo Village, Makati 1227, Philippines  
Marketing: (02)843-2792 Customer Service: (02)752-1188 Fax: (02) 843-8160 URL: [www.intercommerce.com.ph](http://www.intercommerce.com.ph)

|   |   |
|---|---|
| Company Name:   | Company TIN:<br><input type="checkbox"/> Shipping Line <input type="checkbox"/> Forwarder |
| BOC CAS Number (CASRIM):  | Customs Client Number (CCN):  |
| Office Address:   | Billing Address:  |
| Telephone Number:   | Fax Number:   |
| President/General Manager:  | Telephone:<br>eMail Address:  |
| Key Contact Person – Logistics/Traffic (Name and Position):               | Telephone Number:<br>Mobile Number:<br>eMail Address:                                     |
| Key Contact Person – Finance (Name and Position):                         | Telephone Number:<br>Mobile Number:<br>eMail Address:                                     |
| Application Service Provider: <b>InterCommerce Network Services, Inc.</b> |   |

## Authorized eManifest Processors

|   |   |
|---|---|
| Authorized Officer Name:<br><br>Position: | Telephone Number:<br>Mobile Number:<br>eMail Address: |
| Authorized Officer Name:<br><br>Position: | Telephone Number:<br>Mobile Number:<br>eMail Address: |
| Authorized Officer Name:<br><br>Position: | Telephone Number:<br>Mobile Number:<br>eMail Address: |

**AUTHORIZED SIGNATORY:**

**SIGNATURE OVER PRINTED NAME**

Date: \_\_\_\_\_

*For InterCommerce Use Only:*

Client Code: \_\_\_\_\_

Date Activated: \_\_\_\_\_

CS Officer: \_\_\_\_\_

Type of Service: \_\_\_\_\_

## INFORMATION SERVICES AGREEMENT

### SERVICE DESCRIPTION AND PRICE SCHEDULE

#### eCustoms – WebCWS for eManifest Service

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, i.e. WebCWS, on its local teleprocessing network. The service enables clients to electronically exchange business data with trading partners on a computer-to-computer basis in standardized formats, specifically import entry and export clearance, **eManifest** and release transactions (OLRS) with the Bureau of Customs (BOC), the e-Import Permit (eIP) with Philippine Economic Zone Authority, the e-Transit and Admission Permit (eTAP) with Clark, Subic and Bataan Freeport Zones, the e-SPS Import Clearance with the Department of Agriculture: Bureau of Animal Industry (BAI), Bureau of Plant Industry (BPI) and the Bureau of Fisheries and Aquatic Resources (BFAR), and the e-Certificate of Authority (eCAI) to Import with the Board of Investments (BOI). The InterCommerce' WebCWS (web application) allows clients to prepare and lodge electronic documents for submission to the government agencies, receive the corresponding response (approved or disapproved) and print the approved declaration/permit in the agency prescribed document format.

#### USE OF SERVICES

Client will use the Services in accordance with applicable law, including data privacy laws, and applicable conditions of use established by InterCommerce of which Client will be given notice. InterCommerce shall maintain confidentiality of transaction data, and shall not disclose to any party without client's prior consent. 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 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 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

INS one-time and service initiation charges are waived for the use of the INS eManifest Service; likewise, there is no software license and maintenance fee. The 15.00 per Bill of Lading or Airwaybill (BL/AWB) transaction fee, inclusive of 12% VAT, shall be applicable only for validated eManifest transaction and shall be auto-debited from the respective client prepaid account/advance deposits.

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Authorized Signatory:

\_\_\_\_\_  
Date:

#### InterCommerce Network Services, Inc.

Unit 501 Pearl Bank Center, 146 Valero St.  
Salcedo Village, Makati 1227, Philippines

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**FRANCIS NORMAN O. LOPEZ**  
President

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Date: