

SICC Electronic CO (ECO) Documentation Services

Letter of Undertaking

Date of issuance:

Singapore International Chamber of Commerce
6 Raffles Quay #10-01
Singapore 048580

Dear Sirs

SICC ELECTRONIC CO (ECO) DOCUMENTATION SERVICES

LETTER OF UNDERTAKING

VALID FROM _____ TO _____

In consideration of your processing, endorsing, issuing or certifying at our request such electronic applications and amendments and cancellations to such approved applications to the Singapore International Chamber of Commerce (**SICC**) for Electronic Certificates of Origin (**ECO**) and all other documents as may be requested by us, we hereby:-

- 1) agree to be bound by all the terms and conditions as specified in your document entitled **SICC Electronic CO (ECO) Documentation Services: Terms and Conditions (Appendix A)**;
- 2) undertake to fully indemnify SICC and to keep you fully indemnified against all actions, suits, proceedings, claims, expenses, losses, damages, costs, fines, penalties, charges and liabilities whatsoever which may be taken or made against you or incurred or become payable by you by reason of or on account of or arising out of your processing, endorsing, issuing or certifying our ECO and all other applications including amendments and cancellations of ECOs processed by SICC or any matter relating thereto, your issuing of any documents whatsoever relating thereto, and any declaration made therein; and the performance or non-performance of the computer system, programming and communications facilities required for the operation of the said Services (the System).
- 3) declare and undertake to ensure that the particulars and statements as provided, made or declared by us or our representatives to you in connection with all our ECO and all other applications including amendments and cancellations of ECOs processed by SICC are and shall be true and correct.

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- 4) undertake to protect and accept full responsibility, at all times, for the confidentiality of the User ID No. and Password issued by VCargo Cloud Pte Ltd (VCC) to our authorised staff and

ensure control of both User ID No. and Password for authorised access to the Services, and as such

- 5) undertake to fully indemnify SICC for any damages or claim by any party arising out of any unauthorised use of the confidential ID No. and Password.

We are aware that under the Regulation of Imports and Exports Regulations, the penalty for making a false declaration is:

- a) on the first conviction, a fine not exceeding S\$100,000 or 3 times the value of the goods in respect of which the offence was committed, whichever is greater, or imprisonment for a term not exceeding 2 years or both; and
- b) on the second and subsequent conviction, a fine not exceeding S\$200,000 or 4 times the value of the goods in respect of which the offence was committed, whichever is greater, or imprisonment for a term not exceeding 3 years or both.

Yours sincerely

Applicant's Rubber Stamp

Signature of Authorised Signatory (1)

Name of Authorised Signatory

Designation of Authorised Signatory (2)

Note:

- (1) If the applicant is an incorporated company, the Managing Director, Chief Executive Officer, Executive Chairman, Executive President or any uthorized person whose authority must be evidenced by an extract of the relevant board resolution certified by the company secretary or, if the applicant is an unincorporated firm, the sole proprietor or a partner of the firm.
- (2) As proof of the designation, this letter must be accompanied by a certified copy of Form 49, Form 49A or Form D, extracted from the Registry of Companies and Businesses or an extract of a board resolution certified by the company secretary indicating the appointment, as the case may be.

SICC Electronic CO (ECO) Documentation Services

Terms and Conditions

1. **Definition of Terms**

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires:

‘SICC’	means Singapore International Chamber of Commerce.
‘Customs’	means Singapore Customs
‘VCC’	means vCargo Cloud Pte Ltd.
‘Services’	means the electronic CO documentation services which comprise the processing, endorsing, issuing or certifying by SICC, the ECO and other applications of the User including amendments and cancellations of ECOs processed by SICC; the issuing of any documents whatsoever relating thereto and the making of any declaration therein.
‘System’	means the computer system, programming and communications facilities required by SICC for the operation of the Services.
‘User’	means the party who furnishes the SICC a Letter of Undertaking in the form specified in Annex III for the purpose of using the Services.

2. **Scope of Services**

- 2.1 SICC reserves the right to modify, enhance and withdraw the Services without prior notice to the User.

3. **Registration**

- 3.1 The User shall have:

- a) registered with SICC electronically for submission of ECO applications;
- b) registered with VCC as an ECO System user;
- c) a valid Business Registration No. (Certificate of Incorporation as a Company/Certificate of Registration of Business from the Registrar of Companies and Businesses); and
- d) Singapore Customs letter confirming the UEN for import and export activities.

- 3.2 The User is responsible for the confidentiality of the Password associated with the User ID No. assigned by VCC. He shall not disclose them nor cause them to be disclosed to any other person. He shall exercise care to ensure the security and confidentiality of the Password associated with the User ID No. and prevent any unauthorised access to the system. He shall change the Password if he discovers, has reason to suspect, that another person knows such Password. It shall not be a defence for the User to allege that his User ID No. and Password were used without his knowledge or that he did not consent to the declaration made.

4. **Liabilities**

- 4.1 In no event shall SICC be liable for any direct, indirect or consequential damages, including but not limited to loss of profits, loss of savings, or any claim made on the User by any other parties, arising from the use of the Services or System even though SICC may have been notified of such damages or claim.
- 4.2 In no event shall SICC be liable for any direct, indirect or consequential damages, including but not limited to loss of profits, loss of savings, or any claim made on the User by any other parties, caused by or arising from the performance or non-performance of the Services or the System, even though SICC may have been notified of such damages or claim.
- 4.3 In no event shall SICC be liable for any direct, indirect or consequential damages, including but not limited to loss of profits, loss of savings, or any claim made on the User by any other parties, caused by or arising from the unauthorised use of the confidential User ID No. and Password issued by vCargo Cloud Pte Ltd (VCC) to the User's authorised staff.

The User shall indemnify SICC for any damages or claim made by any party arising out of such unauthorised use.

- 4.4 The User shall fully indemnify SICC against all actions, suits, proceedings, claims, expenses, losses, damages, costs, fines, penalties, charges and liabilities whatsoever which may be taken or made against SICC or incurred or become payable by SICC arising from the performance or non-performance of the Services or System or any other matter relating thereto.
- 4.5 The User shall ensure that the particulars and statements as provided, made or declared by the User or its representatives to SICC in connection with applications of the User for ECO including amendments and cancellations of ECOs processed by SICC and any other documents via the use of the Services are and shall be true and correct.

5. **Endorsement Fee**

The terms of payment shall be through the Inter-Bank Giro (IBG) System which is administered by VCC.

Therefore, you must ensure that your account has sufficient funds to meet the payment.

6. **General**

- 6.1 SICC reserves the right not to process the ECO application if the User does not have sufficient funds to meet payment or for any other reason.

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- 6.2 The User ensure that there are no unauthorised additions, alterations, amendments to or cancellations of the ECO unless prior approval is obtained from SICC.
- 6.3 If the ECO is not used, the User shall return the ECO to the SICC for its cancellation.
- 6.4 The User shall comply with and be bound by all the Terms and Conditions herein.
- 6.5 SICC reserves the right to add, alter, vary and/or modify any or all of the above Terms and Conditions at any time at its discretion and such additions, alterations, variations and modifications when made shall be communicated to the User and shall then be deemed to be part of these Terms and Conditions and the User shall be bound by the same.

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