

TERMS & CONDITIONS OF D&B ESG REGISTERED™

The below Standard Terms & Conditions ("T&Cs") apply to Dun & Bradstreet (Singapore) Private Limited ("D&B") and the Customer, including the Customer's employees and contractors, if any, or any person or entity accessing and/or using the Information and Services ("Users"), for the period mentioned in the Order. D&B either directly or indirectly through its affiliates, shall make available to Customer the services identified in Order, which may include information ("Information"); or professional services and other services (all together "Services"), subject to these T&Cs. The Services under these T&Cs are licensed for use that is commercial in confidence by the Customer as specified herein, unless otherwise explicitly mentioned in the Order.

1 D&B ESG REGISTERED™ BADGE AND PROFILE. Customer agrees to provide information concerning its business ("**Customer Information**") to D&B, by completing a D&B ESG Self-Assessment Questionnaire ("**ESG Questionnaire**") as required by D&B, which includes separate terms and conditions regarding Customer Information and D&B's use of Customer Information. Customer shall also assist D&B in verifying the Customer Information as necessary. D&B will analyse and summarize the Customer Information and combine it with other data sources to enable D&B to create the D&B ESG Registered™ badge and the D&B ESG Registered™ profile ("**Profile**") for Customer, and which will be available for Customer to display through the D&B ESG Registered™ Services for the duration of the License Term specified in the Order. D&B shall provide the Customer with a D&B ESG Registered™ badge that can be installed by Customer itself on Customer's official website that links to the Profile after getting the Customer Information. Customer acknowledges that some data used by D&B in providing the Profile is self-reported and has not been independently validated by the third-party data provider or D&B. D&B and its third-party data provider disclaim all representations and warranties, express or implied, related to the collection and compilation of such data.

1.1 Customer represents and warrants the following:

- 1.1.1** Customer Information provided in the ESG questionnaire is, and any supplementary information with respect to Customer's business as may be provided by Customer to D&B from time to time shall be, complete, current, and accurate. Customer has all necessary rights, title, consents, and authority to provide Customer Information to D&B.
- 1.1.2** Customer shall proactively inform D&B immediately if there is any change in the Customer Information or other material issues relating to the Customer's business. In addition, Customer shall update the Customer Information annually at D&B's request.
- 1.1.3** Customer will not use D&B ESG Registered™ (a) anywhere other than Customer's official website without D&B's prior written consent, (b) to engage in any unfair or illegal practices, and/or (c) for any other purpose for which D&B ESG Registered™ is not clearly intended.
- 1.1.4** Customer's website where D&B ESG Registered™ is installed shall not contain information or content which is illegal, illicit, obscene, defamatory, infringing to third parties, and/or otherwise harmful to the reputation of D&B.
- 1.1.5** Customer will not represent that D&B ESG Registered™ implies any endorsement by D&B, affiliation with D&B, or any other conclusion that goes beyond what is included in the ESG Ranking.
- 1.1.6** Customer agrees that the D&B ESG Registered™ badge is an exclusive use and can only be installed by Customer itself on Customer's official website, not including the Customer's related companies and subsidiaries.

1.2 After D&B ESG Registered™ is delivered to the Customer, Customer is obligated to acknowledge the receipt of the delivery within five (5) working days from the date of the delivery communication. Otherwise, the delivery is deemed as accepted by the Customer after five (5) working days from the date of delivery communication.

1.3 Customer shall fill in and submit the ESG Questionnaire and do the annually updates on time. Customer acknowledges that its failure of submitting ESG Questionnaire and maintain updates of Customer Information on time may affect D&B's normal performance of the Services under this Order (including but not limited to the failure to produce ESG Registered™ badge and Profile, incomplete Profile information, etc.)

1.4 Customer hereby grants a royalty free, perpetual, non-exclusive, non-transferable, worldwide right and license to D&B to use Customer Information for the purpose of producing and selling the products and services of D&B and its affiliated group, including copy, analyze, compile, process, display and make derivative works of Customer Information. D&B reserves the right to process and use Customer Information, nor is it bound by any conditions or restrictions attached to the provision of Customer Information when provided by Customers.

1.5 The D&B ESG Registered™ badge and Profile will be inactive upon the expiration of the License Term or early termination. A penalty of 3 times the annual amount paid by the Client will be imposed if the Client misuse the ESG Registered™ badge after expiry.

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2 FEES & PRICING. The Customer agrees to pay D&B, in accordance with the payment terms specified in the Order and it shall not make any set-off against D&B. No advance payments will be refunded by D&B in any event whatsoever, including (i) voluntary termination of the Order by the Customer; and/or (ii) Customer voluntarily stops using the Services. Applicable taxes (as per the extant laws and prevailing rates) will be payable in addition to the stated fees. In case the Customer fails to make the payment within the stipulated timeframe as mentioned in the PAYMENT TERMS' column, D&B will be entitled to charge a late payment fee at 2% per month from the due date till the payment is made. Owing to the changes in the tax laws, any change or increase in goods and services taxes, on accounts of GST legislation(s) shall be to account of the Customer. Parties shall always comply with the extant GST legislation(s).

- 3 DISCLAIMER OF LIABILITY & INDEMNITY.** The Services are provided on an "AS IS," "AS AVAILABLE" basis. D&B does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency, completeness, correctness, or reliability of the Information made available and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss resulting from the Customer's or Users' use of, or reliance on the Information or the contents provided therein. D&B and its third-party providers disclaim all warranties, express or implied, including any warranties of accuracy, completeness, currency, merchantability, or fitness for a particular purpose. D&B does not warrant that the Services will be uninterrupted or error-free and disclaims any warranty or representation regarding availability of a service, service levels or performance. The Customer acknowledges that some data used by D&B in providing the ESG Ranking is self-reported and has not been independently validated by the third party data provider or D&B. D&B and its third party data provider disclaims all representations and warranties, express or implied, related to the collection and compilation of such data.
- 3.1** Customer will indemnify, defend, and hold D&B and its directors and employees (the "D&B Indemnitees") harmless from and against any liabilities, damages, costs or expenses (including attorney's fees and lawsuit costs) suffered by D&B or any D&B Indemnitees in connection with any claim by a third party arising from or in any way related to (i) the information on the Customer's website (if any) or other websites designated by the Customer, where the D&B ESG Registered™ badge is installed; (ii) the Customer Information provided by the Customer to D&B and the Customer's conduct of business; (iii) any breach of these T&Cs by the Customer and its employees or agents.
- 3.2** By providing Customer Information to D&B, the Customer consents to D&B's use of Customer Information as described herein. The Customer will be responsible for the content/material it provides to D&B, over an email, or in physical form, vide any D&B questionnaire or otherwise, including through the management discussions, which shall subsequently flow into the Services and into D&B's global database. The Customer warrants that it will not provide, or upload "Sensitive Personal Data" as defined under the applicable data privacy legislation in D&B's questionnaire or system. The Customer will indemnify and hold D&B harmless from any and all claims resulting from the Customer supplied information. The Customer agrees to D&B's use of Customer Information obtained or accessed by D&B from the Customer, or through public sources for provision of Services, including D&B's internal analysis purposes, which may subsequently form part of D&B's business information services. Customer grants D&B a non-exclusive royalty-free license to use, access, anonymize the Customer Information, display the same 'AS IS' or in an anonymized form, for the said purpose and D&B agrees that it will not disclose the origin of the Customer Information unless required by law. The Customer acknowledges that the contents of the Services which may also form part of D&B's global database and services, may be commercially made available by D&B and its affiliates to a third party without any prior consent of the Customer.. The Customer may limit information provided to what is requested. This Service is not intended for sensitive information as defined under the applicable privacy legislation. Each party shall implement and maintain security measures with respect to the confidential and proprietary information, including the Information and Services, and personal data of the other party in its possession that effectively restrict access only to employees on a need to know for the purpose contemplated herein, and protect such information and data from unauthorized use, alteration, access, publication and distribution. D&B shall comply with the security principles and controls to safeguard Customer Information. In no event shall either party's security measures be less restrictive than those each party employs to safeguard its information of a similar nature. Upon expiration or termination of the arrangement contemplated herein, the recipient will delete the applicable confidential information, personal data, upon request or, absent such a request, in accordance with recipient's records management policy.
- 3.3** Each party agrees to hold harmless and indemnify the other party from and against any claim, including any third-party claims that are settled or compromised, including any liability or expense arising from any breach of these T&Cs by the indemnifying party. Neither party hereto nor D&B's third-party providers will be liable for any incidental, special, punitive, exemplary, indirect, or consequential damages of any kind, including lost profits, lost data, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. The maximums aggregate liability of a party under this Order whether arising in contract, tort or otherwise will not exceed the total amount paid and payable by Customer under the Order. Notwithstanding anything to the contrary, the exclusions and limitations set forth herein above shall not apply with respect to: (i) the parties' respective obligations with respect to the infringement of the intellectual property rights; or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services. D&B shall defend or settle at its expense any claim arising from or alleging infringement of any existing copyrights, patents, trademarks, or other intellectual property rights of any third party by the Services furnished hereunder (but not to the extent Customer modifies the Services in any way or combines the Services with material from third parties). D&B shall indemnify and hold Customer harmless from all losses attributable to such intellectual property rights' infringement claim directly attributed by D&B and Customer shall give D&B prompt notice of such claim. This section provides Customer's exclusive remedy for any third-party infringement claims or damages (but not to the extent Customer modifies the Information / Services in any way or combines the Information / Services with material from third parties).
- 4 Dispute Resolution & Governing Law.** The laws of Singapore shall govern this Order and the parties agree that the appropriate Courts in Singapore shall have exclusive jurisdiction for resolving any disputes arising under the Order or these T&Cs.
- 5 Termination.** This Agreement is not binding upon D&B until accepted by it. D&B may terminate this Agreement at any time and with immediate effect in the event of a breach thereof by the Customer, and otherwise upon 30 days' written notice, in which latter event D&B shall refund the unused balance of the amount paid by the Customer under this Order Form. For the avoidance of doubt, D&B will not be obligated to provide any refunds of the amount paid by the Customer in the event of termination out of convenience thereof by the Customer.
- 6 Miscellaneous.** These T&Cs contain the entire and only agreement between D&B Singapore and the Customer in relation to the subject matter hereof and all prior and collateral representations, warranties, promises and conditions made by D&B Singapore have been merged herein. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party. These T&Cs shall bind and inure to the benefit of the parties and their successors and assigns. The Customer shall not assign these T&Cs without D&B Singapore's prior written consent. In the event that any court of

competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties. The Customer acknowledges that it has read and fully understood the Standard Terms & Conditions given above which solely govern the provision of the D&B ESG Registered™ badge by D&B Singapore and the Customer unconditionally agrees to be bound by them. The latest Terms and Conditions can be obtained at D&B website (www.dnb.com.sg/privacy/).