



TERMS OF AGREEMENT

1. Definitions and Abbreviations

- 1.1 In the Agreement (as hereinafter defined) the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

Customer means the party obtaining the services supplied by D&B in accordance with this Agreement.

D&B means Dun & Bradstreet (Singapore) Pte Ltd and all its affiliate and subsidiary companies, amongst others acting as the provider of services.

Affiliate means a legal entity controlling or controlled by that Party, by direct or indirect ownership.

2. Terms of use

- 2.1 Customer is hereby granted a non-exclusive, limited, revocable license to access and use the Information and/or Services specified in this Agreement for the contractual term for the specified purpose of use only. Customer is licensed to use the Service solely for the account receivable management and credit scoring including online and batch applications, credit evaluation, customer account receivable analytics and management.
- 2.2 All information furnished hereunder shall be held in strict confidence and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless the Customer first obtains D&B's written consent, except that Customer may reveal to the subject of the information that D&B is a source of information about the subject and refer the subject to D&B for the purpose of obtaining a copy of the information D&B is providing regarding the subject and reviewing the same.

3. Expressly Prohibited Use

- 3.1 It is expressly understood that the Customer shall neither request information for the use of others, nor permit requests to be made under this Agreement by others. Neither may the information be used by the Customer in connection with providing advice or recommendations to others. It is being understood that the information is only for the Customer's internal use, not inclusive to the Customer's affiliate and/or subsidiary companies. The services provided under the agreement may be accessed by the Customer in Singapore only. The Customer shall not share its user IDs and passwords outside of Singapore. In the event of breach of clause 3.1, D&B reserve the right to refuse to furnish or terminate any service and/or pursue any or all available legal and equitable remedies including, but not limited to instituting legal proceeding against the customer.
- 3.2 Customer may not upload the information into other enterprise resource planning (which may include a data warehouse) or customer relationship management systems for the purpose of integrating multiple business processes and data sources.

4. Contractual Term, Termination and Renewal

- 4.1 This agreement is valid from the date of signing defined as "Effective Date" as indicated above till the end of the contractual period of this Agreement or the Customer's "Financial Analytics Agreement", whichever earlier. The Customer acknowledges and agrees that in order to provide this portfolio uploading service, the Customer must maintain an existing Financial Analytics subscription account.
- 4.2 Either Party may terminate this Agreement by giving not less than thirty (30) days' notice in writing or immediately in the event of breach thereof by the Breaching Party. For the avoidance of doubt, there shall be no refund of any unused balance if the Customer terminates the Agreement before the expiry of the contractual term unless in cases of breach on the part of D&B.

5. Customer's Representation, Warranties and Covenants

- 5.1 The Customer acknowledges that D&B does not, and could not for the fees charged hereunder, guarantee or warrant the correctness, completeness, currentness, merchantability or fitness of the information for a particular purpose. Such information usually is not the product of an independent investigation prompted by each Customer's inquiry. The Customer also acknowledges that every business decision, to some degree or another, represents the assumption of a risk and that D&B, in furnishing information, does not and cannot underwrite or assume the Customer's risk, in any manner whatsoever. The Customer therefore agrees that D&B shall not be liable to the Customer for any loss or inquiry arising out of or caused in whole or in part in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information. D&B shall take reasonable care and use appropriate measures to warrant the correctness, completeness, currentness, merchantability or fitness of the information.
- 5.2 The Customer also agrees that D&B's aggregate liability, if any, for any and all losses or injuries to the Customer arising out of any omissions or acts of D&B whether negligent or otherwise in connection with any services to be done or furnished hereunder, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by the Customer for the services done or furnished hereunder and the Customer covenants and promises that it will not sue D&B for an amount greater than such sum.
- 5.3 The Customer agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damages.

6. Indemnity

- 6.1 The Customer hereby agrees to indemnify, defend and hold D&B harmless from any or all claims, demands, costs, liabilities, losses, expenses and damages (including, without limitation, attorney's fee, charges and disbursement) incurred by the Customer as a result of any inaccuracy in or breach of the representations, warranties or covenants made by the Customer herein.



7. Fees

- 7.1 If the payment terms are otherwise than in full advance, and if any payment provided for is not made when due, then the entire amount shall immediately become due and payable upon notice. The Customer agrees to pay delivery charges and applicable taxes, which are not included in the amounts shown on the face of this Agreement, and which will be invoiced to the Customer. The Customer understands and agrees that what it is contracting for is the availability during the term hereof of up to the number of uploading records specified herein. D&B is not obligated to give any refunds for any underutilized upload of records which will be forfeited upon the expiry of this Agreement or the Customer's "Financial Analytics Agreement", whichever earlier.
- 7.2 **The Customer** agrees and acknowledges to be responsible for all local and foreign taxes (including GST, sales taxes, withholding taxes if any) on the services, materials or effort covered by this agreement, including those associated with subcontract work (if any). For the avoidance of doubt, all prices stated in this agreement (unless otherwise expressly stated) are excluding of government duties and taxes.
- 7.3 The Customer agrees that D&B may revise the charges stated on the statement of charges for services on thirty days' notice to the Customer. An increase to apply to the next payment may be notified in the invoice sent by D&B to the Customer.

8. Governing Law

- 8.1 This agreement shall be governed, construed, and enforced in accordance with the laws of Singapore, without regard to its conflict of laws rules. Both parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

9. Third Party Rights

- 9.1 Except as expressly provided above or as otherwise expressly stated elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this agreement.

10. Miscellaneous

- 10.1 D&B Singapore reserves the right to disclose the information in this Agreement to its related business entities.
- 10.2 D&B reserves the right to modify these Terms and Conditions by giving not less than 30 days' notice in writing. The latest Terms and Conditions may also be obtained at D&B website (www.dnb.com.sg/privacy/)
- 10.3 Where applicable, data received from the Customer will be processed in accordance with the D&B EU Personal Data Processing Agreement, as set forth at <http://www.dnb.co.uk/dpa> which is incorporated herein.
- 10.4 D&B's Services licensed under this Order are subject to D&B's Global Product and Data Lifecycle Policy, as set forth at <https://www.dnb.com/utility-pages/product-lifecycle-policy.html> which is incorporated herein.

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