



D&B RESTRICTED PARTY SCREENING (RPS)
TERMS & CONDITIONS

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.

Monitoring means automated daily portfolio monitoring of the names of individuals and entities which have been submitted for screening providing new screening alert information as it becomes available by D&B. The portfolio is screened and monitored against the Customer's preconfigured screening settings.

Reader License means online review of screening results on Sanctions, Watchlists, PEPs and Adverse Media on companies and individuals.

2. Acknowledgment

- 2.1 All services undertaken by Dun & Bradstreet (Singapore) Pte Ltd (hereinafter referred to as 'D&B'), is subjected to the following terms and conditions, unless otherwise stated in writing.
- 2.2 By signing this Agreement, both parties agree that each has read, understands, and accepts and agrees to be bound by this Agreement. Each Party agrees that electronic or facsimile signatures will have the same legal effect as original signatures and shall be sufficient to bind the Parties.
- 2.3 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. Without limiting the foregoing, none of the information furnished hereunder may be used to create the whole or any part of any mailing list, telemarketing list, other marketing or research aid or other data compilation which is to be sold or otherwise provided to any third party. In the event of breach, in whole or in part of Clause 2.1, 2.2 and/or 2.3, D&B expressly reserve the right to pursue any or all available legal and equitable remedies including, but not limited to instituting legal proceeding against the customer.

3. Terms of use

- 3.1 It is understood that the Customer shall be expressly prohibited from sharing the information, data and monitoring list provided by D&B to any third parties (*whether the act shall be deemed to be **intentional** or have been **negligent***). 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 is licensed to use the Services solely for supply and compliance use limited to supply chain analytics, supplier evaluation, supplier normalization/rationalization, supplier monitoring and management, strategic sourcing, e-procurement catalog, trading partner, bid management, logistics, materials and inventory management, accounts payable, general ledger analysis and balance of trade analysis, and managing enterprise risk across counterparties and securities, and complying with government or industry regulations and internal controls.



- 3.3 The use of Services under this Order applies to Customer as it exists on the Effective Date. Expanded use of the Services due to a merger or acquisition (including the acquisition of a portfolio) requires D&B's prior written consent.
- 3.4 D&B agrees to provide screening services ("Screening Services") providing published and publicly available information on Data Subjects (collectively, "Information") to assist the Customer in assessing and managing risk with respect to legal and regulatory compliance obligations including money laundering, fraud, corruption, terrorism, organized crime, regulatory and suspicious activity reporting, sanctions, embargoes, and other regulatory risks and associated obligations ("Regulatory Compliance Obligations"). "Data Subject" means the entity that is to be the subject of screening or the living individual to whom personal data is related who is to be the subject of screening and all levels of Customer file expansion described above. "Entity" means the organization names, whether they are the primary name associated with a D-U-N-S, a trade style, a linked D-U-N-S or a beneficial owner, and, individual people names (for example principals), that has been sent as a key string to the screening vendor to identify a potential match on that vendors database.

4. Contractual Term and Termination

- 4.1 This service contract is valid for a minimum of one (1) year from the date of signing defined as "Effective Date".
- 4.2 The customer may terminate this agreement by giving 30 days' notice in writing to D&B. For the avoidance of doubt, any upfront payment paid by the customer will not be refunded upon termination, unless in cases of breach of contractual terms.
- 4.3 Without prejudice to the rights and remedies of D&B, in the event of a breach by the subscriber of clause 3, D&B may immediately suspend the services and/or the use by Subscriber of any information without prior notice whereupon it shall notify Subscriber of such suspension and investigate the breach.
- 4.4 Notwithstanding anything to the contrary contained herein, the Company may terminate this Agreement immediately upon written notice if the Customer fails to comply with any of the material terms of this Agreement, the Customer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or commences dissolution or liquidating proceedings.

5. Customer's Representation, Warranties and Covenants

- 5.1 Customer hereby represents, warrants and covenants to D&B that with respect to applicable data protection laws and regulations governing the processing of information relating to an identified or identifiable natural person or information considered to be personal information as defined under applicable laws ("Personal Information"), that Customer is acting as Data Controller and D&B and its third party information providers are acting as Data Processors and that Customer is directing the processing of Personal Information of Data Subjects for a valid and lawful purpose.
- 5.2 If Customer receives any complaint, notice or communication which relates directly or indirectly to the Services, any data provided under the Services, or to either party's legal compliance, or the parties' privacy policies, it shall immediately notify D&B and it shall provide D&B with full co-operation and assistance in relation to any complaint, notice or communication.
- 5.3 Customer shall notify D&B as soon as possible if it receives a request from any individual (including but not limited to a Data Subject) for access to that person's personal data or the attempted exercise of any similar request including but not limited to any right to be forgotten and shall ensure that D&B is notified of the request before Customer responds to or deals in any way with that request and shall provide D&B with full co-operation and assistance in relation to any such request.
- 5.4 The information with respect to Data Subjects must not be collected for any "permissible purpose" (as defined in the FCRA Restrictions or any other relevant data protection laws); and Customer agrees to indemnify, defend and hold harmless D&B and its third party information providers from any claim or cause



of action against D&B or its third party information providers arising out of or relating to use of the Services by (i) individuals or entities which have not been authorized by this Agreement to have access to and/or use the Information and (ii) Customer, which use is in violation of the representations, warranties and covenants above.

- 5.5 Customer acknowledges that the terms of this agreement may be subject to review by various regulatory authorities, including, without limitation, regulatory authorities responsible for the enforcement of securities trading, regulation of financial institutions and/or consumer protection (the "Regulatory Authorities"). Customer shall accept any amendments to this agreement required by Regulatory Authorities. Customer and D&B further agree to use their reasonable efforts to effect any changes or modification that may be appropriate to the FCRA Restrictions and Gramm-Leach-Bliley Obligations as a result of any changes in the law, regulation or judicial or regulatory opinion.
- 5.6 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.
- 5.7 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 In consideration for the Services provided pursuant to this Agreement, Customer shall pay to D&B such amounts as stated above under "Pricing w GST". Customer shall make payment on all undisputed fees within seven (7) days of receipt of such invoice. 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.
- 7.2 The Customer agrees and acknowledges that should the usage exceeds the initial commitment contracted by the parties without the existence of a renewal or supplement contract, D&B will charge the Customer SGD \$2.00 (exclusive of GST which is payable by the Customer) per record for the excess usage.
- 7.3 The Customer agrees and acknowledges to be responsible for all local and foreign duty and 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.

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.



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. Reader License

- 10.1 Customer hereby requests that D&B procure licenses (“Reader License”) from an authorized Reader License Reseller to enable users designated by the Customer to access the full text content of certain media records referenced in matches. The license cost is set forth in this Agreement. Each license will enable the designated users to view the underlying articles referenced in the matches at the appropriate database, but such license will not enable designated users to access or use the functionality or any of the other search and retrieval services that may be made available by such third-party providers. Use of GRID Review_Reader Licenses may require the acceptance of additional terms and conditions prior to viewing the underlying content including, without limitation, the terms and conditions attached hereto as Appendix A.

Appendix A

GRID REVIEW READER LICENSE TERMS AND CONDITIONS

I. License

- a. D&B's third-party content providers (collectively "Content Providers") grant to Customer and to Customer's Authorized Users (defined below) on terms set forth in this Agreement, a non-exclusive, non-assignable, concurrent-use license to use the Reader License solely for Customer's Regulatory Compliance Obligations. "Authorized User" means only employees and independent contractors, while performing their work for Customer. Customer understands and acknowledges that all use is subject, after reasonable notice, to restrictions and disclaimers that D&B's Content Providers publish from time to time.
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- c. Customer will take reasonable steps to ensure that only Customer's Authorized Users use the Reader License, and that Customer's Authorized Users do so in accordance with this Agreement.

II. Express Restrictions

- a. Without limiting any other restriction on use set forth in this Agreement, the following limitations apply to make sure that all use is for Customer's Regulatory Compliance Obligations and will not impair Partner's Content Providers ability to market/license its products to other customers or other potential customers:



- i. Customer is specifically prohibited from granting any use to any entity including, but not limited to, any school, library, college/university, corporation, business or organization that is not an Affiliated Entity of Customer.
- ii. Customer shall not provide any material from the Reader License to fulfill an interlibrary loan request or any other loan request from another library or organization.

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IV. Warranty, Liability, Indemnity

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