



## **NON-CREDIT RISK TERMS OF AGREEMENT**

1. Dun & Bradstreet (D&B) Malaysia Sdn Bhd (D&B), shall be entitled to describe itself as CreditScan Malaysia for the Subscriber or use other similar words in all correspondence and dealings relating directly and indirectly thereto except where prohibited by law.
2. In this Agreement, "Confidential Information" shall mean non-public information revealed by or through the Subscriber to D&B including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, (c) all forms and types of credit, financial, business, scientific, technical, economic information, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which is identified with the legend "CONFIDENTIAL", or (d) which is not otherwise available to the public in the same arrangement, form or compilation, or which is, by its nature, confidential, oral discussion or other information of an intangible nature identified as confidential at the time of disclosure or reasonably understood to be of a proprietary or confidential nature.
3. D&B shall use its reasonable efforts to ensure that all information to be supplied and/or sold to the Subscriber is accurate and may be disclosed to the Subscriber with the necessary and/or required consent for the use of such information so long as:
  - (i) the Subscriber observes and complies with the procedures prescribed by D&B from time to time with respect to the request for and the supply of the information and
  - (ii) the Subscriber observes and complies with the provisions of this Agreement
4. 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 Subscriber first obtains D&B's written consent, except that Subscriber 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. A prescribed fee will apply to obtain this information from D&B. It is expressly understood that the Subscriber shall neither request information for use of others, nor permit requests to be made under this Agreement by others. The information may not be used by the Subscriber in connection with providing advice or recommendation to others. It is being understood that the information is only for the Subscriber's internal use. 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.
5. Subscriber 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 Subscriber inquiry but is updated and revised on a periodic basis. Subscriber also acknowledges that every business decision, to some degree or another, represents the assumption of risk and that D&B, in furnishing information, does not and cannot underwrite or assume Subscriber's risks in any manner whatsoever. Subscriber therefore agrees that D&B shall not be liable to Subscriber for any loss or injury arising out of or caused, in whole or in part, by D&B's negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering information. The Subscriber acknowledges that some information are compiled from third party sources such as the Companies Commission of Malaysia (SSM) on behalf of Subscriber and agrees that a copy of such information will reside within D&B database for D&B use.
6. Subscriber agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damage.
7. This agreement shall be governed by and construed in accordance with and is executed pursuant to the laws of Malaysia and the parties hereby agree to submit to the non-exclusive jurisdiction to the Courts of Malaysia.
8. If, for any reason, paragraphs 4 or 6 above are found to be inoperative, unenforceable or invalid and liability is imposed on D&B, then Subscriber agrees that D&B's aggregate liability for any and all losses or injuries to the Subscriber arising out of any acts or omissions of D&B in connection with anything 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 Subscriber for the services done or furnished hereunder and Subscriber covenants and promises that it will not sue D&B for an amount greater than such sum.
9. Under termination of the Agreement for any reason, any outstanding unpaid fees and commissions due to D&B by the Subscriber pursuant to or in connection to the retrieving of the reports shall be fully paid
10. The Subscriber shall pay to D&B the following (where applicable):
  - 10.1 an annual Subscription fee
  - 10.2 prevailing fees and charges for other services and/or reports that the Subscriber obtains from D&B
11. Without prejudice to the rights and remedies of D&B hereunder, the Subscriber shall pay to D&B interest at rate of 1.5% per month on any fees, or other sums due hereunder. If unpaid for fourteen (14) days after its due date, such interest is to be computed from the due date for the payment of the said sums until payment of such sums is received in full by D&B.
12. D&B may at any time increase the unit charges by giving not less than thirty (30) days' notice in writing of the increase in their amount payable. An increase to apply to the next payment may be notified in the invoice sent by D&B to the Subscriber.
13. Subscriber agrees that a copy of the signed original of this Agreement transmitted by facsimile to D&B shall be binding on Subscriber and have the same force and effect as the signed original.



14. Subject as otherwise provided herein and to any rights or obligations, which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement. Termination of this agreement howsoever caused shall be without prejudice to any right to liabilities or a party accrued at the date of termination.
15. Each party releases the other party from any claim, liability of responsibility under this Agreement concerning the other party's failure or delay under the Agreement where such failure or delay is due to any circumstances whatsoever which is not reasonably within the control of either party, (whether actual or contemplated) including, but not limited to, any act of God, flood, fire, explosion, earthquake, breakdown of plant, casualty, accident, war, revolution, civil commotion, act of a public enemy, blockage, embargo, injunction, law order, proclamation, regulation, ordinance, demand of other requirement of any government or government subdivision, authority or representative, or any strike, labour or industrial dispute, whether or not either party would be able to influence or procure the settlement thereof.
16. This Agreement is not binding upon D&B until accepted. D&B may terminate this Agreement at any time and without prior notice in the event of a breach thereof by the Subscriber and otherwise upon thirty days written notice, which in the latter event D&B shall refund the unearned portion of any consideration paid by the Subscriber under this Agreement.
17. If the payment terms are otherwise than in full in 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 Subscriber agrees to pay all postage and applicable charges in relation to D&B's efforts in enforcement of such payments, which are not included in the amounts shown on the face of this Agreement, and which will be invoiced to the Subscriber. D&B is not obliged to give any credits for unused units of service.
18. The Subscriber agrees that all unused balance will be forfeited unless a renewal or upgrade is made on the current Subscription package upon the expiry date. For the avoidance of doubt, the Subscriber can only bring forward all their current balance upon renewal of 50% of their total balance or a minimum of RM1000, whichever is higher. Renewal must strictly be done before or on the expiry date itself, D&B has no obligation to provide an extension after the expiry date of the subscription. No refund of unused balance will be given if The Subscriber terminates the agreement before the expiry of the contract, except in cases of breach. The Subscriber agrees to honor this subscription contract at the time of signing.

This prepaid package will be valid for one (1) calendar year from the time of signing. For the avoidance of doubt, the Member can only bring forward all their total balance if they utilize at least 50% of the total credit upon renewal of a minimum top up, should the usage fall below 50% of the total credit, only a maximum of 50% of the total credit can be brought forward to the next contractual term. It is understood that the use of existing credit is strictly not allowed for the renewal top up.

19. All copyright, patent and other intellectual property rights in, or related to the information created by D&B pursuant to this Agreement shall belong to D&B and, D&B undertakes to preserve and protect the confidentiality of such information.
20. The Subscriber acknowledges that the information it supplies to D&B shall become the property of D&B from the time the information is provided to D&B.
21. 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.my/privacy/](http://www.dnb.com.my/privacy/)).
22. The Subscriber hereby:
  - (a) Agrees and irrevocably authorises Dun & Bradstreet (D&B) Malaysia Sdn Bhd ("D&B") to:
    - i. use all or any data and information supplied or provided by D&B to the Subscriber in connection with this Agreement, including but not limited to, generating and maintenance of database, research, marketing and advertising; and
    - ii. sell or provide such data and information aforesaid to any third parties.
  - (b) Undertakes and agrees to provide such confirmation, verification, updates or further information as D&B may from time to time require with respect to the data and information supplied by D&B.

The above provisions apply notwithstanding the termination and/or suspension of the services to the Subscriber. Unless the Subscriber expressly notify D&B in writing to delete all such data and information immediately following the termination or suspension, such data and information shall remain the property of D&B.

23. Unless otherwise stated, this Agreement covers service to the Subscriber at the place of business specified in this Agreement. Any information, directories, reports or mailing lists leased to the Subscriber shall be kept and used only at this place of business, except that the Subscriber, after first obtaining D&B's written permission and complying with D&B's written instructions, may furnish the information, directories, reports or mailing lists to another to have all or part of the listings copied or duplicated on tape, disk or other format suitable for further handling or processing for the Subscriber's exclusive use. All such leased information, directories, reports or mailing lists shall be immediately resumed to D&B without further notice upon the expiration or termination of this Agreement.
24. All information furnished to the Subscriber by D&B pursuant to this Agreement is for the exclusive use of the Subscriber solely as one factor in the Subscriber's credit, insurance, or other business decisions relating to corporations, partnerships, sole proprietorship or other business, government or non-profit entities' stockholders, directors, officers, partners, proprietors or employees in their capacities as such. It is expressly prohibited to use such information as a factor in establishing an individual's eligibility for (1) credit or insurance to be used primarily for personal, family or household purposes or (2) employment. It is further prohibited to use such information to engage in any unfair or deceptive practices. It is expressly agreed that the Subscriber shall neither request information for the use of others, nor permit requests to be made under this agreement by others. The services provided under the agreement may be accessed by the Subscriber in Malaysia only. The Subscriber shall not share its user IDs and passwords outside of Malaysia.



25. (a) Both D&B and Subscriber (henceforth "Parties") shall not commit, authorize or permit any action which would cause the Parties and/or the Parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to legitimate payments to government officials, representatives of public authorities or their associates, families or close friends. (b) Each Party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this Agreement. (c) The Parties shall promptly notify each other, if they become aware of or have specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement.
26. In case any prohibited payments or gifts are made by D&B as stated in this Agreement above or if the Subscriber has reasonable cause to believe that such payments or gifts have been or are being made, the Subscriber may terminate this agreement with immediate effect.
27. All Subscribers using Smart Compliance Screening reports agree and undertake to comply with the relevant local law where the data subject is located about whom the search query is being conducted, that it is the subject of a search query for fraud prevention and detection. Both Subscriber and the Subject are aware that the results of the transaction will be retained by D&B for audit and fraud prevention purposes. The Subscriber acknowledges that the personal data used in the search transaction may be transferred globally for processing. The Search Services use sanctions data (OFAC, Specially Designated Nationals, Consolidated List, , BIS/ Commerce Denied Persons, HM Treasury Sanctions Consolidated List, European External Action Service Consolidated Lists, Ukraine State Financial Monitoring Service Blacklist, SECO Sanctions list and PEP)("Sanctions Data"). Matching against the Sanctions Data does not necessarily indicate that the individual or corporate entity ("Subject") about whom the Subscriber has inquired is the same Subject referenced by the Sanctions Data. Accordingly, if the Subscriber chooses to use the Sanctions Data, the Subscriber acknowledges that any action taken by the Subscriber regarding the Subject must be taken based on the Subscriber's complete investigation of the Subject and not solely based on the Sanctions Data.