

TERMS OF AGREEMENT

1. 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.
2. 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.
3. D&B shall use its reasonable efforts to ensure that all credit 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.

All information furnished to the Subscriber by D&B hereunder is for the exclusive use of the Subscriber to assist, along with other information that the Subscriber may have, in the Subscriber's business decisions relating to other businesses. Such information may not be used to engage in any unlawful activity. The Subscriber is not permitted to resell such information to any other persons and/or other businesses unless otherwise expressly agreed. 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. 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.

The 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's inquiry but is updated and revised on a periodic basis. The Subscriber 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 Subscriber's risk, in any manner whatsoever. The Subscriber therefore agrees that D&B shall not be liable to the Subscriber for any loss or inquiry 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. Notwithstanding the foregoing, D&B shall take reasonable care and use appropriate measures to warrant the correctness, completeness, currentness, merchantability or fitness of the information.

5. The Subscriber undertakes that it shall take all necessary steps to maintain the utmost security and confidentiality of credit information obtained or communicated, documents prepared, and records kept, whether obtained from D&B or otherwise, and any other matter undertaken in connection with this Agreement, whether before the effective date of the Agreement, during the period of the Agreement or after the expiry or termination of this Agreement. The term "confidentiality of credit information" shall have the same meaning set forth in Clause 1 of this Agreement.
6. The Subscriber undertakes that it shall take such steps that are necessary to ensure that its employees, agents or any other person that may have access to confidential credit information do not disclose or use the same other than in accordance with the Agreement.
7. The Subscriber undertakes to safeguard the credit information provided against unauthorized or improper access, use, modification or disclosure through the adoption of appropriate measures, including the following:
 - (a) to develop written policies and procedures to be followed by employees, agents and contractors;
 - (b) to establish controls, including –
 - (i) the use of passwords, credential tokens, digital signature, other mechanisms; and
 - (ii) user identification;
 - (c) to provide information and training to ensure compliance with policies, procedures and controls;
 - (d) to monitor usage and regularly check compliance with the policies, procedures and controls;

(e) to take appropriate action in relation to identified breaches of policies, procedures and controls; and

(f) to maintain logs of all accesses, amendments and audit trails to credit information provided to it by D&B.

8. The Subscriber acknowledges that D&B is obliged to provide the customer with access to credit information held by D&B and make any necessary correction to the credit information which is found to be inaccurate within a timeframe as may be reasonably agreed by both Parties. Within twelve (12) months of access request, the customer may request for a copy of the credit report at a prescribed fee. The Subscriber acknowledges that D&B may refuse to provide the customer with access to credit information under the circumstances specified in the Credit Reporting Agencies Act 2010.
9. All copyright, patent and other intellectual property rights in, or related to the credit 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 credit information according to D&B's Compliance Guidelines, which are prescribed upon Subscription and obtainable via D&B.
10. The 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's inquiry but is updated and revised on a periodic basis. The Subscriber 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 Subscriber's risk, in any manner whatsoever. The Subscriber therefore agrees that D&B shall not be liable to the Subscriber for any loss or inquiry 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. Notwithstanding the foregoing, D&B shall take reasonable care and use appropriate measures to warrant the correctness, completeness, currentness, merchantability or fitness of the information.
11. The Subscriber agrees that D&B will not be liable for consequential damages, even if advised of the possibility of such damages.
12. This Agreement shall be governed by and construed in accordance with and is executed pursuant to the Laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore.
13. If, for any reason, paragraphs 10 and/or 11 above are found to be inoperative, unenforceable or invalid and liability is imposed on D&B, then the 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 the Subscriber covenants and promises that it will not sue D&B for an amount greater than such sum.
14. Upon termination of the Agreement for any reason, any outstanding unpaid fees and any other charges due to D&B by the Subscriber pursuant to or in connection with the retrieving of the credit reports, shall be fully paid.
15. Without prejudice to the rights and remedies of D&B hereunder, the Subscriber shall pay to D&B interest at the 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.
16. The Subscriber agrees that D&B may revise the charges for all the products and services provided by D&B at any time.
17. This Agreement will be automatically renewed at the conclusion of one (1) calendar year from the time of signing. Cancellation or amendment of the agreement will be accepted provided that D&B receives written notification within 30 days prior to the next renewal date from the Subscriber. All pre-set terms, conditions and amounts will be carried forward at each renewal.
18. The Subscriber agrees that a copy of the signed original of this Agreement transmitted by facsimile to D&B shall be binding on the Subscriber and have the same force and effect as the signed original. D&B reserves the right to terminate this Agreement at any time.
19. 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.
20. All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post to the intended recipient thereof at this address set out herein (or to such other address as such party may from time to time notify each other of). Any such notices, demand or communications shall be deemed to have been duly served if given or made by letter, immediately if hand delivered or two days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
21. 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.

22. D&B reserves the right to modify these Terms and Conditions and the Bureau Compliance Guidelines by giving not less than 30 days' notice in writing. The latest Terms and Conditions and Bureau Compliance Guidelines may also be obtained at D&B website (www.dnb.com.my/privacy/).

23. 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.

24. (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.