

TERMS OF AGREEMENT

1. The Standard Terms of Agreement shall apply to the services rendered to the Client of Dun & Bradstreet Malaysia Sdn Bhd ("D&B") for the D&B Business Eminence Awards ("BEA").
2. If the Client has been approached by D&B through a Referring Entity (i.e. the entity providing the Client's reference), if any (as specified in the Nomination Form overleaf), the said Referring Entity would have authorized D&B to proceed with the requisite formalities, including approaching the Client for the D&B BEA under these Terms of Agreement by issuing a **Referral Letter**.
3. The Client agrees to provide the information concerning its business, as may be requested by D&B in order to be considered for the D&B BEA.
4. The Client agrees and warrants the following:
 - a) The Information as may be provided by the Client to D&B from time to time shall be complete, current and accurate.
 - b) The Client shall proactively inform D&B immediately if there are any changes in the Information to enable it to update the same.
 - c) The following events relating to the Client must be notified by the Client to D&B immediately (non-exhaustive list): a filing for bankruptcy, liquidation, petition for suspension of payments, criminal proceedings, etc.
 - d) The Client acknowledges that its website, if any, shall not contain information which is illegal, illicit, obscene, defamatory, unauthorised, infringe any Intellectual Property Right or moral rights of any person and/or harmful to the goodwill and reputation of D&B.
 - e) The Client agrees to comply with all the relevant applicable laws of Malaysia.
5. All information furnished by the Client to D&B pursuant to this Agreement will be used by D&B for the sole purpose of evaluation and assessment for the Client's eligibility for the D&B BEA.
6. This Agreement is not binding upon D&B until accepted. For the avoidance of doubt, acceptance of contract by D&B may be given verbally and/or inferred by action such as performance of this Agreement.
7. The Client agrees that it shall be referred to as the "awardee" upon official conferment of the D&B BEA. Each awardee will be required to take up the BEA Package upon conferment.

OWNERSHIP

8. D&B is the sole owner and proprietor of all rights including copyrights, trademarks and all other intellectual property rights ("IP Rights") in the Information. The D&B BEA logo or such other proprietary logos as may be displayed by D&B on the Client's website, if any, are owned by D&B, as the case may be, and it is the sole owner and proprietor of the IP Rights therein. All research, analysis, data and any other Information provided in any form, is also proprietary to D&B and is protected by Malaysia laws and applicable treaties and conventions governing intellectual property. The Client shall never copy, reproduce, repackage, resell, display, publish, transmit, transfer, disseminate or otherwise redistribute the Information, in whole or in part, in any form or manner or by any means whatsoever without the express written permission of D&B.
9. To the full extent permitted by law, the Client undertakes not to take, directly or indirectly, any action inconsistent with, derogatory to or otherwise undermining such IP Rights, title and interests, including adoption, using, registering or attempting to register any logo or trademark confusingly similar to the D&B logo and/or the D&B trademark or any other IP Rights of D&B or its associated / sister concerns or third parties, as the case may be.

PAYMENT

10. The Client shall pay to D&B upon conferment of the D&B BEA.
11. Without prejudice to the rights and remedies of D&B hereunder, the Client 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. 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 Client agrees to pay all delivery charges, postage, applicable charges and applicable taxes 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 Client.
13. The Client agrees and acknowledges to be responsible for all local and foreign duty and taxes (including SST, 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.

DISCLAIMER AND LIABILITY

14. The Client agrees that D&B's aggregate liability for any and all losses or injuries to the Client 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 Client for the services done or furnished hereunder and Client covenants and promises that it will not sue D&B for an amount greater than such sum.

INDEMNITY

15. The Client agrees to indemnify, defend and hold D&B and its officers, agents, employees or partners, harmless from and against any third party claim that is settled or compromised, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgements, litigation costs and attorneys' fees of every kind and nature, arising from or in any way related to the Information or from any breach of these T&Cs by the Client, its employees and its agents.

TERMS OF USE

16. The Client is prohibited to use the Information and its contents to engage in any unfair or deceptive practices. Except as otherwise mutually agreed or required by law, the Client shall not use any of D&B's trade names, trademarks or service marks for any purpose(s). The Client is prohibited to use the D&B BEA Logo: (a) anywhere else except on the webpages of the Client's official website, if any; (b) for obtaining credit or insurance; (c) to engage in any unfair or illegal practices; and/or (d) for any other purpose(s) for which the D&B BEA Logo has clearly not been intended.

TERMINATION

17. D&B may terminate this Agreement at any time in the event of a breach thereof by the Client or otherwise upon thirty (30) days' written notice, in which the latter event D&B shall refund the unearned portion of any consideration paid by the Client under this Agreement. In the event of termination of this Agreement of a breach by the Client, any outstanding unpaid fees due to D&B by the Client pursuant to or in connection to the services furnished hereunder shall be fully paid.
18. 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.

FORCE MAJEURE

19. 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.

VARIATION TO AGREEMENT

20. D&B reserves the right to modify these Terms and Conditions by giving not less than thirty (30) days' notice in writing.

ENTIRE AGREEMENT

21. This Agreement applies to every kind of information and every kind of business service provided by D&B to the Client, whether or not specifically referred to in this Agreement, whether or not furnished at additional cost and whether or not currently being furnished by D&B to its Clients, unless it is furnished pursuant to another written contract with D&B containing an "entire agreement" or "merger" clause. This Agreement contains the entire and only agreement between the Client and D&B regarding the subject matter hereof and there are merged herein all prior and collateral representations, warranties, promises and conditions. Any representation, warranty, promise or condition not incorporated herein shall not be binding upon either party. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing and is signed by an authorised official of D&B and the Client.

GOVERNING LAW

22. This Agreement shall be governed, construed, and enforced in accordance with the laws of Malaysia with an exclusive jurisdiction by the courts of Malaysia, without regard to its conflict of laws rules.

MISCELLANEOUS

23. The Client agrees that a copy of the signed original of this Agreement transmitted by facsimile to D&B shall be binding on Client and have the same force and effect as the signed original.
24. The Client agrees that the decision of the D&B BEA Judging Committee shall be final and binding.