

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT**
 - 1.1. This Agreement sets out all the terms agreed between the parties relating to its subject matter and supersedes all prior discussions, negotiations and written agreements and other documents by the parties relating to the same subject matter.
 - 1.2. Neither party is bound by, nor liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or any agent or person on its behalf that is not contained in this Agreement.
2. **LAW AND JURISDICTION**
 - 2.1. This Agreement and all matters arising out of it is governed by, and construed in accordance with, the laws of Singapore.
 - 2.2. If any disputes arise out of, under, or in connection with this Agreement, the parties agree that such disputes must be dealt with exclusively by the Singapore courts.
3. **INTERPRETATION**
 - 3.1. In this Agreement:
 - 3.1.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
 - 3.1.2. references to Clauses and schedules are to the Clauses of and the Schedule to this Agreement and references to paragraphs, sections and parts of schedules are to the paragraphs, sections and parts of the Schedule;
 - 3.1.3. references to any gender includes any other gender and the singular includes the plural and vice versa;
 - 3.1.4. the headings are for ease of reference only and do not affect the construction or interpretation of this Agreement;
 - 3.1.5. words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
 - 3.1.6. where any matter is to be agreed by the parties, such agreement must be recorded in writing and where this Agreement provides for notice to be given, such notice must be in writing;
 - 3.1.7. wherever the words "including", "include", "includes" or "included" are used they are deemed to be followed by the words "without limitation" unless the context otherwise requires.
 - 3.2. If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence applies to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):
 - 3.2.1. the relevant signature sheet;
 - 3.2.2. the Schedule; and
 - 3.2.3. these Terms and Conditions.
 - 3.3. All rights and remedies referred to in this Agreement are cumulative and not to the exclusion of other rights and remedies available under or in connection with this Agreement, unless such rights and remedies are said to be a party's only right or remedy.
4. **VARIATIONS**
 - 4.1. Variations of this Agreement are not effective unless recorded in writing and signed by the parties' Authorised Signatories; variations in electronic form do not count as variations recorded in writing.
5. **EXPERIAN'S OBLIGATIONS**
 - 5.1. During the Term Experian must:
 - 5.1.1. (subject to the provisions of Clause 5.1.2) provide the Services in respect of the Territory;
 - 5.1.2. use all reasonable endeavours to perform its obligations under this Agreement in accordance with the Project Timetable;
 - 5.1.3. only use personnel in the provision of the relevant Services who are suitably qualified;
 - 5.1.4. ensure that its personnel, whilst on the Client's Premises comply with the Client's or Additional Users' reasonable regulations governing security and health and safety as have been notified to Experian by the Client;
 - 5.1.5. use all reasonable care and skill in the performance of the Services; and
 - 5.1.6. provide the Services in all material respects in accordance with the relevant Specification.
 - 5.2. A failure by a party to perform its obligations under this Agreement will not be treated as a breach if and to the extent such failure is caused by the other party's failure to perform any of its obligations under this Agreement.
6. **CLIENT'S OBLIGATIONS**
 - 6.1. During the Term the Client must:
 - 6.1.1. respond to Experian's reasonable requests for information and documents and permit Experian to examine and copy any Client Materials necessary for performance of Experian's obligations under this Agreement and make suitably qualified personnel available as required by Experian to provide the Services;
 - 6.1.2. comply with Experian's reasonable instructions, directions and guidelines in relation to the Client's and/or Additional Users' use of the Services (including guidelines in relation to data security and access) and only use the Services for the Permitted Purpose and in accordance with the Documentation;
 - 6.1.3. ensure that the Client Premises are in a condition ready and suitable for the use and/or installation (as applicable) of the Services and that any Client Equipment that is required to use the Services is installed and is in good working order and meets the Minimum Requirements;
 - 6.1.4. satisfy the conditions (if any) that Experian requires the Client to fulfil for it to receive and use the Services as set out in the Schedule;
 - 6.1.5. not sell, deal, transfer, or otherwise make available any of the Services to any third party for any purposes or use the Services for the benefit of any third party other than to or on behalf of an Additional User in accordance with Clause 8 and must notify Experian immediately of any breach of this Clause 6.1.5;
 - 6.1.6. allow or procure for Experian access to the Client Premises, the Client Equipment and/or such facilities as agreed, that Experian reasonably requires access to in order to provide the Services to the Client and, Experian agrees to: (a) provide reasonable notice of requiring such access; (b) take all reasonable steps to minimise disruption to the Client's or Additional Users' business during such access; and (c) comply with the provisions of Clause 5.1.4;
 - 6.1.7. ensure that its personnel, whilst on Experian's premises or the premises of any of Experian's sub-contractors, comply with any of Experian's or Experian's sub-contractors' reasonable regulations governing security and health and safety as have been notified to the Client;
 - 6.1.8. use reasonable endeavours to ensure that any Client Materials supplied under this Agreement

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

- are complete, accurate and in the format agreed by the parties. If the Client discovers that such information is incorrect or inaccurate it will promptly notify Experian of such errors and provide a correction as soon as reasonably practicable;
- 6.1.9. use all reasonable endeavours to perform its obligations under this Agreement in accordance with the Project Timetable;
- 6.1.10. not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by Experian for use in connection with the Services and/or the Experian Materials.
- 7. WARRANTIES**
- 7.1. During the Term, Experian warrants that:
- 7.1.1. it has the full power and authority to enter into this Agreement;
- 7.1.2. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the provision of the Services and the exercise by the Client of the rights granted by Experian under this Agreement;
- 7.1.3. the use of the Experian Materials by the Client as permitted by this Agreement will not infringe any third party Intellectual Property Rights;
- 7.1.4. to the extent that any Experian Materials and/or Experian Data are provided to the Client in or on any physical media, such media is free of any defects in materials and workmanship on delivery. In the event of any breach of this warranty by Experian, the Client's sole remedy for such breach (except in respect of any claim for personal injury or death) is the replacement of such defective media at no cost to the Client provided that such defects are not caused by any improper use or abuse of the media by the Client.
- 7.2. During the Term the Client warrants that :
- 7.2.1. it has the full power and authority to enter into this Agreement;
- 7.2.2. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the performance of its obligations and the exercise by Experian of the rights granted by the Client under this Agreement;
- 7.2.3. the use of the Client Materials by Experian as permitted by this Agreement will not infringe any third party Intellectual Property Rights.
- 7.3. The Client understands and accepts that to the extent that the Services involve the use of the Experian Data, the Experian Data is based upon and comprises data provided to Experian by third parties or is otherwise publicly available and Experian is not able to control or verify the accuracy and/or completeness of such data. Accordingly, while Experian agrees to use all reasonable care and skill in the collection and collation of the Experian Data it otherwise gives no warranty about the accuracy or fitness for any particular purpose of the Experian Data and in particular accepts no liability for any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided by the Client or any third party.
- 7.4. The Client acknowledges that:
- 7.4.1. systems to assess the creditworthiness of persons and/or propensity to act fraudulently and/or authenticity and/or level of insurance risk
- of persons (being individuals, partnerships or corporations) being empirically based can only be statistically predictive;
- 7.4.2. methods for the selection of potential customers and existing customers cannot guarantee the response which individuals will make, nor the suitability of those individuals for any products and/or services offered to them;
- 7.4.3. systems that use empirical data and/or statistical data and/or data modelling techniques to provide indicative and/or predictive data, cannot be taken as a guarantee of any particular outcome.
- 7.4.4. in the ordinary course of events and by its very nature, the accuracy and utility of the Experian Data will deteriorate rapidly following its delivery to the Client and/or Additional Users.
- 7.5. Experian does not make any warranty or representation that the use by the Client and/or Additional Users of any of the Services involving use of indicative and/or predictive systems or data models or techniques will achieve any particular result for the Client and/or Additional Users. Client acknowledges and agrees that the Services are not to be used as the sole basis for any business decision made by the Client and/or Additional Users.
- 7.6. The warranties expressly set out in this Agreement are the only warranties that Experian gives to the Client in respect of the subject matter of this Agreement. All other warranties, representations, conditions or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.
- 8. ADDITIONAL USERS**
- 8.1. Subject to the following conditions, the Client may allow Additional Users in the Territory to exercise the Additional User Rights in respect of the Services:
- 8.1.1. the Client must procure that each Additional User complies with all relevant provisions of this Agreement; and
- 8.1.2. the Client must fully indemnify and keep fully indemnified Experian against all and any actions, proceedings, claims and demands brought against Experian by any Additional User arising as a result of such use. Subject to Clause 14, the Client is entitled to bring a claim against Experian in respect of all losses, liabilities, claims, costs and expenses suffered or incurred by an Additional User which are directly caused by the default of Experian and which for the purposes of this Clause 8.1, are deemed to be losses, liabilities, claims, costs and expenses of the Client for the purposes of recovery from Experian.
- 9. COMPLIANCE AND AUDIT**
- 9.1. Each party undertakes to the other that, in connection with Experian's provision or the Client's (and/or Additional User's) use of the Services (as applicable), it will at all times comply with all applicable legislation, regulations, and other rules having equivalent force in the Territory including the Personal Data (Privacy) Ordinance and any subordinate or associated regulations.
- 9.2. Experian is not required to vary, amend and/or enhance the Services as a result of the provisions of Clause 9.1 other than where either specifically agreed with the Client or where Experian, in its reasonable opinion, considers that such variation, amendment and/or enhancement is fundamental to the continued use of its services by its clients generally.
- 9.3. In relation to the Personal Data (Privacy) Ordinance, the Client must, in addition to the obligations under Clause 9.1, obtain individual consents where necessary for disclosure of

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

- Client Materials to Experian for the purposes of this Agreement and warrants that the use by Experian of the Client Materials pursuant to this Agreement will not infringe the provisions of such Ordinance.
- 9.4. Each party warrants that it has in place and undertakes to maintain throughout the Term (and in respect of the Client for so long as the licence of the Experian Materials and/or Experian Data continues in force) appropriate technical and organisational measures against the accidental, unauthorised or unlawful Processing, destruction, loss, damage or disclosure of the other party's software and data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process such data or on which any such software or data is stored.
- 9.5. Each party will permit the other party to audit it for the purpose of assessing compliance with its obligations under this Agreement in relation to the use of the Client's Materials or the Experian Materials, Experian Data or Experian Equipment (as applicable) on condition that the party wishing to carry out the audit:
- 9.5.1. gives reasonable notice of any such audit and conducts such audit during Working Hours;
- 9.5.2. observes the other party's security and confidentiality procedures in relation to the protection of confidential information concerning any clients or customers of the other party;
- 9.5.3. complies with the other party's reasonable regulations governing security and health and safety as have been notified to it; and
- 9.5.4. takes all reasonable steps to minimise disruption to the other party's business during such audit.
- 9.6. If as a result of any changes in any legislation, regulations, codes or other rules having equivalent force, (including any reasonable interpretation of them), Experian considers in its reasonable opinion that it is no longer desirable or practicable for Experian to continue to provide all or part of the Services in accordance with this Agreement, Experian is entitled to do one of the following on giving three months' prior notice to the Client:
- 9.6.1. modify the affected Services as necessary to accommodate such changes; or
- 9.6.2. terminate the Agreement in respect of those Services that are affected by such changes (without liability).
- In exercising its rights under Clause 9.6, Experian will give due regard to the interests of the Client
10. **CONFIDENTIALITY**
- 10.1. Each party must, in respect of the Confidential Information for which it is the recipient:
- 10.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
- 10.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information; and
- 10.1.3. not use the Confidential Information other than for the purposes set out in this Agreement.
- 10.2. Subject to the satisfaction of the conditions in Clause 10.3, a party may disclose the Confidential Information of the other party to, and allow its use pursuant to this Agreement by:
- 10.2.1. its employees and officers who necessarily require it as a consequence of the performance of the recipient party's obligations under this Agreement;
- 10.2.2. its auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient party;
- 10.2.3. in the case where Experian is the recipient, Experian's agents and sub-contractors who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement, and Experian Group Companies;
- 10.2.4. in the case where the Client is the recipient, Additional Users to the extent required to enable such Additional Users to exercise the Additional Users' Rights.
- 10.3. As a condition of the exercise of the rights set out in Clause 10.2, the party that is the recipient of the Confidential Information must:
- 10.3.1. ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
- 10.3.2. procure that such persons observe the restrictions in this Clause 10.
- 10.4. The restrictions in Clause 10.1 do not apply to any information to the extent that:
- 10.4.1. is or comes within the public domain other than through a breach of Clause 10.1; or
- 10.4.2. is in the recipient party's possession (with full right to disclose) before receiving it from the disclosing party; or
- 10.4.3. is lawfully received from a third party (with full right to disclose); or
- 10.4.4. is independently developed by the recipient party without access to or use of the Confidential Information; or
- 10.4.5. is required to be disclosed by law or by a court of competent jurisdiction.
- 10.5. The Client agrees and acknowledges that if the Experian Materials or Experian Data supplied to the Client comprises information supplied by Experian's third party licensor(s) Experian is entitled to disclose to such third party licensor(s):
- 10.5.1. that such information has been provided to the Client;
- 10.5.2. the identity of the Client; and
- 10.5.3. the charges paid by the Client for such information.
11. **LICENCE**
- 11.1. If the supply of the Services by Experian to the Client includes the supply of Experian Materials and/or Experian Data, for use by the Client, Experian grants the Client a non-exclusive, non-transferable licence to use the Experian Materials and/or Experian Data in the Territory for the Permitted Purpose on the licence terms identified in the Schedule.
- 11.2. If the Experian Materials and/or Experian Data are licensed on a user or machine licence basis, and the number of users or machines stated in the Schedule is exceeded, the Client must immediately notify Experian and is liable to pay increased licence fees on the basis of the increased number of users or machines. This licence is granted separately in respect of each individual element of the Experian Materials and/or Experian Data identified in the Schedule and commences on the date that each such element of the Experian Materials and/or Experian Data is either first made

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

- available to the Client or installed on the Client Equipment, and continues for the remainder of the Term. This licence automatically terminates on termination of this Agreement unless the Schedule provides for this licence to be granted on a perpetual basis in which case, subject to termination of this Agreement pursuant to Clause 20.2, this licence (and any terms relating to the extent and/or exercise of it) will remain in force.
- 11.3. In respect of Experian Materials and/or Experian Data supplied under licence to the Client, the Client must:
- 11.3.1. only use the Experian Materials and/or Experian Data for the Permitted Purpose and in accordance with any Documentation and ensure that all personnel who use the Experian Materials and/or Experian Data are suitably trained and skilled in such use;
- 11.3.2. subject to Clause 8, not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Experian Materials and/or Experian Data;
- 11.3.3. not copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Experian Materials and/or Experian Data or combine the same with other materials without the prior written consent of Experian or as otherwise permitted by law;
- 11.3.4. only take such copies of the Experian Materials and/or Experian Data as are reasonably required for the use of the Experian Materials and/or Experian Data in accordance with this Agreement;
- 11.3.5. only use the Experian Materials and/or Experian Data on Client Equipment and at the Client Premises;
- 11.3.6. in the case of a machine and/or site specific licence, only use the Experian Materials and/or Experian Data on the Designated Equipment and/or at the Designated Site (as the case may be);
- 11.3.7. not allow any third party to amend, modify or otherwise alter the Experian Materials and/or Experian Data without Experian's prior written consent.
- 11.4. The Client acknowledges and agrees that to the extent the Experian Materials and/or Experian Data comprise complex and extensive computer instructions and code, Experian does not warrant that the operation of the Experian Materials and/or Experian Data will be uninterrupted or entirely error free.
12. **INTELLECTUAL PROPERTY RIGHTS**
- 12.1. The Client grants Experian:
- 12.1.1. a perpetual, royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Data which is provided to Experian or input into any of Experian's databases under or in accordance with the terms of this Agreement for the agreed purposes and/or in order for Experian to comply with any requests made to Experian under statute;
- 12.1.2. subject to Clause 12.1.1 for the Term, a royalty free, non-exclusive and non-transferable licence to copy and use any Client Materials in order to perform its obligations under this Agreement.
- 12.2. All Intellectual Property Rights in the Experian Materials and/or Experian Data remain vested in Experian (or its relevant licensors) and to the extent that any rights in such materials and data vest in the Client by operation of law, the Client assigns such rights to Experian. The Client will notify Experian promptly upon becoming aware of any unauthorised use of the Experian Materials and/or Experian Data.
- 12.3. The Client acknowledges and agrees that it will not acquire or claim any title to any of Experian's (or Experian's licensors') Intellectual Property Rights by virtue of the rights granted to it under this Agreement or through its use of Experian's (or Experian's licensors') Intellectual Property Rights and that it will not, at any time, do, or omit to do, anything that is likely to prejudice Experian's or its licensors' ownership of such Intellectual Property Rights.
- 12.4. The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Experian Materials, Experian Data, and/or Experian Equipment and the Client further agrees to incorporate any such proprietary markings in any copies it takes of the Experian Materials and/or Experian Data.
- 12.5. The Client agrees to comply with any conditions of use relating to such parts of the Experian Materials and/or Experian Data, as are licensed to Experian by a third party licensor which such licensor requires Experian to impose on its clients. Any such conditions of use are set out in the Schedule or will be notified to the Client by Experian if such third party licensor conditions are agreed to by Experian after the execution of this Agreement.
- 12.6. All Intellectual Property Rights in the Client Materials will remain vested in the Client (or its relevant licensors) and to the extent that any rights in such materials vest in Experian by operation of law, Experian assigns such rights to the Client. Experian will notify the Client promptly upon becoming aware of any unauthorised use of the Client Materials.
- 12.7. Experian acknowledges and agrees that it will not acquire or claim any title to any of the Client's (or the Client's licensors') Intellectual Property Rights by virtue of the rights granted to it under this Agreement or through its use of the Client's (or the Client's licensors') Intellectual Property Rights that it will not, at any time, do, or omit to do, anything that is likely to prejudice the Client's or its licensors' ownership of such Intellectual Property Rights.
- 12.8. Experian agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Client Materials and Experian further agrees to incorporate any such proprietary markings in any copies it takes of the Client Materials.
13. **THIRD PARTY CLAIMS**
- 13.1. Notwithstanding the provisions of Clause 8 if, as a result of the Client's default (including breach of this Agreement), a claim is made against Experian by a third party arising from the use of any data in connection with this Agreement, the Client must reimburse Experian for any and all losses, damages, liabilities, claims, demands, costs and/or expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of such claim (including any claim by a statutory or administrative body or authority).
- 13.2. Experian must fully indemnify the Client against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by the Client (including legal expenses reasonably and properly incurred) arising out of any claim brought against the Client by any third party alleging that its Intellectual Property Rights are infringed by provision by Experian to the Client of the Experian Materials or the use of the Experian Materials by the Client as permitted by the terms of this Agreement.
- 13.3. The Client must fully indemnify Experian against any and all losses, costs, damages, liabilities, claims, demands and

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

- expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian, its agents, or sub-contractors, of any Client Materials as permitted by the terms of this Agreement.
- 13.4. The indemnities in Clauses 13.2 and 13.3 are given on condition that the indemnified party:
- 13.4.1. notifies the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;
- 13.4.2. does not make any admission or settlement in respect of such matter or claim without the prior consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
- 13.4.3. allows the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party must comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.
- 13.5. If any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Client's use of the Experian Materials as permitted by the terms of this Agreement, Experian may at its sole option and expense:
- 13.5.1. procure for the Client the right to continue using the relevant Experian Materials (or any part of them) in accordance with the terms of this Agreement;
- 13.5.2. modify the relevant Experian Materials to avoid the infringement or replace the relevant Experian Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.
- 13.6. If Experian exercises one of the options set out in Clause 13.5, it will have no further liability to the Client in respect of a claim relating to the subject matter of Clause 13.2 from the date of completion by Experian of such option but without prejudice to any rights that may have accrued to the Client in respect of such claim prior to such date.
- 13.7. This Clause 13 sets out the entire liability of both parties and the sole remedy of both parties with respect to the infringement of a third party's Intellectual Property Rights and any claims relating to the indemnities given in Clause 13.
- 14. LIMITS ON LIABILITY**
- 14.1. Experian's liability to the Client in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) is limited to Singapore Dollars two hundred thousand per claim or series of claims arising from any one incident.
- 14.2. Except as provided in Clauses 14.1 and 14.3, and subject to Clause 14.7, Experian's liability to the Client in respect of any other claims brought under or in connection with this Agreement is limited as follows:
- 14.2.1. for all claims arising in the first Contract Year, liability is limited in aggregate to the Initial Contract Value;
- 14.2.2. for all claims arising in any subsequent Contract Year liability is limited in aggregate to the fees (excluding VAT, GST or equivalent sales tax, if any) paid by the Client to Experian under this Agreement in the previous Contract Year.
- 14.3. The limitations in Clause 14.2 do not apply to the indemnity under Clause 13.2 given by Experian in respect of third party claims made against the Client for infringement of Intellectual Property Rights.
- 14.4. Neither party is liable (including under any indemnity given in this Agreement) for and to the extent that any proceedings, actions, claims or demands arise as a result of:
- 14.4.1. use of an infringing design supplied or made by the other; or
- 14.4.2. the failure of any product or services supplied by a third party directly to the party making the claim.
- 14.5. Experian is not liable (including under any indemnity given in this Agreement) for and to the extent that any proceedings, actions, claims or demands arise as a result of:
- 14.5.1. any modification, variation or amendment of the Experian Materials or Experian Equipment or any part of them other than in accordance with this Agreement; or
- 14.5.2. use of the Experian Materials or Experian Equipment or any part of them in combination with any unapproved software, equipment or materials.
- 14.6. Subject to Clause 14.7, Experian is not liable for:
- 14.6.1. any indirect or consequential loss;
- 14.6.2. the following types of financial loss: loss of profits; loss of earnings; loss of business or goodwill; or business interruption; even if Experian had notice of the possibility of the Client incurring such losses; or
- 14.6.3. the following types of anticipated or incidental losses: loss of anticipated savings; increase in bad debt; loss of sales or revenue; failure to reduce bad debt; or reduction in the value of an asset; even if Experian had notice of the possibility of the Client incurring such losses.
- 14.7. Experian does not exclude or limit its liability to the Client (and nothing in this Agreement is to be construed as excluding or limiting such liability):
- 14.7.1. for breach of Experian's obligations arising under section 14 Sale of Goods Ordinance (CAP 26);
- 14.7.2. for personal injury or death resulting from Experian's negligence or that of its employees, agents and/or sub-contractors;
- 14.7.3. for any matter which it would be illegal for Experian to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
- 14.7.4. for Experian's fraud.
- 15. PAYMENTS AND INVOICING**
- 15.1. In consideration for the provision of the Services by Experian, the Client must pay the fees set out in the Schedule.
- 15.2. Apart from any sums which are stated in the Schedule to be payable in accordance with a specified payment timetable, all sums payable by the Client to Experian will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the receipt of the relevant invoice by the Client without any deduction or set-off. Experian's records of the Client's use of the Services must be used as the basis for calculation of fees payable by the Client for the Services unless there is evidence of such records being incorrect and Experian will make such records available to the Client for inspection.
- 15.3. Unless stated in the Schedule, all fees specified are exclusive of all reasonable out of pocket expenses which are payable in addition by the Client. Experian must provide

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

- receipts or other reasonable evidence to the Client of all out of pocket expenses together with the invoice related to such out of pocket expenses.
- 15.4. If any sum payable by the Client to Experian is not paid in cleared funds by its due date, Experian is entitled to charge interest on the overdue amount at the Contract Interest Rate. Interest will accrue on a daily basis from the due date up to the date of actual payment or before judgment.
- 15.5. If under this Agreement the Client agrees in the Schedule to pay a Minimum Fee over any particular period, and it does not meet such Minimum Fee requirement in that period, Experian is entitled to invoice the Client for the difference between the relevant fees actually payable in respect of that period and such Minimum Fee. Any such amount will be payable to Experian as a debt.
- 15.6. Any quotations given by Experian during the Term will remain valid for the period stated in such quotation and if no period is stated then for a period of 28 days from the date of the quotation. Any projections or estimates that are given by Experian (whether in writing or otherwise) are not binding.
- 15.7. The fees set out in the Schedule will be fixed until increased on the next (and on each subsequent) Price Indexation Date. Any such increase will not exceed the relevant increase in the Relevant Index over the corresponding period from the last Price Indexation Date.
- 15.8. All sums referred to in this Agreement are exclusive of VAT, GST, withholding taxes or any other similar sales or turnover tax (if applicable); such taxes are payable by the Client to Experian on the same payment terms as apply to the sums to which the taxes relate.
- 15.9. All payments made by a party under this Agreement must be made free and clear of any present or future taxes including any withholding taxes, deductions, fees or other imposts, or any bank charges. If either party is required by law to make any deductions or withholdings from payments due under this Agreement, such party must pay such additional amounts to the receiving party as may be necessary to ensure that the actual amount received by the receiving party after deduction or withholding (and after payment of any additional taxes due as a consequence of such additional amount) is equal to the amount that would have been payable to the receiving party if such deduction or withholding were not required. Each party further agrees to furnish an official receipt, or certified copy of it to the other evidencing the timely payment of such withholding or deduction to the proper governmental authority.
- 15.10. All payments by the Client must be in Singapore dollars. To the extent fees are indicated in any other currency, payments will be computed at the exchange rate prevailing on the due date at an internationally recognized bank designated by Experian.
- 15.11. Experian reserves the right to suspend performance of any of its obligations in the event that the Client fails to pay the fees to Experian as prescribed under this Clause 15.
16. **PERSONNEL**
Unless stated in the Schedule Experian is not obliged to provide and does not guarantee the provision of specific individuals in relation to the supply of its Services.
17. **FORCE MAJEURE**
- 17.1. Neither party is liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
- 17.2. If Force Majeure occurs, the delaying party is entitled to an extension of time for so long as the Force Majeure persists on condition that
- 17.2.1. it promptly notifies the other party ("unaffected party") of the occurrence of the Force Majeure;
- 17.2.2. it discusses with the unaffected party possible action to be taken to overcome the effect of the Force Majeure; and
- 17.2.3. it uses all reasonable endeavours to overcome the Force Majeure.
- 17.3. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Client to pay accrued fees).
18. **THIRD PARTY RIGHTS**
- 18.1. The parties agree that nothing in this Agreement is to be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.
19. **ASSIGNMENT AND CLIENT CONSOLIDATION**
- 19.1. Except as provided in Clause 19.2 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). However, Experian is entitled to assign or transfer its rights or obligations under this Agreement to an Experian Group Company by giving 15 days written notice to the Client.
- 19.2. Experian is entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Experian is responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.
- 19.3. The Client acknowledges and agrees that in the event that it acquires the business (all or part) of and/or control of and/or merges with any other client (for the purpose of this sub-clause a "Third Party") of Experian to whom Experian provides its services (such event being for the purpose of this sub-clause defined as a "Takeover Event"), or is itself the subject of a Takeover Event, then any provision of, as the case may be, such agreement that the Third Party Client has with Experian or of this Agreement which relates to applicable fee rates, period of agreement and/or minimum fees payable, remains in effect and will not be prejudiced by the said Takeover Event.
20. **TERMINATION**
- 20.1. This Agreement is deemed to have commenced on the Commencement Date and (subject to provisions for early termination as set out in this Agreement) continues for the relevant Initial Term and will automatically renew for further periods of 12 months, year on year thereafter unless terminated by a party, serving written notice on the other that is not less than the Minimum Notice Period (such Minimum Notice Period not to expire before the end of the Initial Term).
- 20.2. A party is entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:
- 20.2.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;
- 20.2.2. if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach and requiring its remedy;
- 20.2.3. if the other party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a liquidator,

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

- provisional liquidator, receiver or manager appointed over all or part of its assets, or enters into an arrangement with its creditors or takes or suffers any similar action.
- 20.3. Termination of this Agreement (or of any element of it) does not affect any rights, obligations or liabilities of either party:
- 20.3.1. which have accrued before termination; or
- 20.3.2. which are intended to continue to have effect beyond termination (including Clauses 7.3, 7.4, 10, 12, 13, 14, 15, 21, 22 and 27).
- 20.4. Upon termination of this Agreement (or the relevant elements of it) and subject to Clause 20.5:
- 20.4.1. the parties must each promptly return the Confidential Information of the other party to its owner;
- 20.4.2. the Client must, at Experian's request promptly return to Experian any Experian Equipment in which title has not vested in the Client and either return the Experian Materials and/or Experian Data to Experian or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and
- 20.4.3. Experian must promptly return to the Client the Client Materials and Client Data.
- 20.5. Experian's obligations under Clause 20.4 do not apply where it is necessary to retain any Confidential Information or materials of the Client to exercise any rights granted under this Agreement which are intended to survive termination of the Agreement and/or to the extent that it would be impracticable to return any such Confidential Information or materials as a result of such Confidential Information or materials having been reformatted in order for Experian to provide the Services or for Experian to exercise any rights granted under this Agreement.
- 20.6. Upon termination of this Agreement (or certain elements of it) except where such termination is due to the Client's breach, Experian will provide a reasonable level of co-operation, assistance and information to enable the Client to obtain the services from an alternative supplier subject to the Client paying Experian at its then current time and materials rates. Nothing in this Clause requires Experian to disclose any Confidential Information to the alternative supplier or to allow such alternative supplier to use or have access to any Experian Materials, Experian Data and/or Experian Equipment.
21. **WAIVER**
- 21.1. If a party fails to exercise a right or remedy that it has or which arises in relation to an incident in connection with this Agreement either immediately or at all, such failure will not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 21.2. A waiver of any breach or provision of this Agreement is only effective if it is made in writing and signed by the Authorised Signatory of the party who is waiving the breach or provision. Any waiver of a breach of the term of this Agreement is not deemed a waiver of any subsequent breach and will not affect the enforceability of any other term of this Agreement.
22. **SEVERANCE**
- 22.1. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability will not affect the other provisions of this Agreement and such other provisions will remain in full force and effect.
- 22.2. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body but would be valid or enforceable if some part of the provision were deleted, the provision in question will be treated as having been amended as necessary to make it valid and enforceable.
- 22.3. In the circumstances referred to in Clause 22.1 and if Clause 22.2 does not apply, the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
23. **NO PARTNERSHIP**
- 23.1. Nothing in this Agreement is intended to, or will, operate to:
- 23.1.1. create a partnership or joint venture of any kind between the Client and Experian;
- 23.1.2. authorise either party to act as agent for the other party;
- 23.1.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
24. **FURTHER ASSURANCE**
- 24.1. Each party must, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
25. **CHANGE CONTROL**
- 25.1. Notwithstanding the provisions of Clause 4, variations to the Schedule made in accordance with any agreed change control procedure are effective.
- 25.2. Experian is entitled, without implementing any agreed change control procedure, to replace any part or parts of any systems used to provide the Services provided that:
- 25.2.1. such systems provide the same or materially similar functions, facilities or functional utility as the part or parts of the systems which have been replaced; and
- 25.2.2. such replacement does not adversely affect either Experian's provision or the Client's use of the Services under this Agreement.
26. **NOTICES**
- 26.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings must be in writing and must be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the front page of the Schedule or as otherwise notified in accordance with the provisions of this Clause.
- 26.2. Notices will be deemed to have been duly given as follows:
- 26.2.1. if delivered personally, upon delivery;
- 26.2.2. if sent by post, two clear Working Days after the date of posting;
- 26.2.3. if sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next Working Day after transmission.
- 26.3. If either party notifies the other party of a change to its details for the purposes of Clause 26, such notification will only be effective on the date specified in such notice or seven days after notice is given, whichever is later.

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

27. DEFINITIONS		Word or Expression	Meaning
	Word or Expression	Word or Expression	Meaning
	Additional User	Client Products	Those products set out in the Schedule (and such other products as Experian and the Client may agree from time to time) in respect of which the Services are provided;
	Additional User Rights	Commencement Date	The Commencement Date set out in the Schedule in respect of the Services covered by the Schedule or in the absence of such date then the date that the individual signature sheet identifying this Agreement is signed by both parties;
	Agreement	Confidential Information	Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format. For the avoidance of doubt the Experian Materials and the methods, techniques, know how and ideas used or learned by Experian in providing the Services are the confidential information of Experian;
	Authorised Signatory	Contract Interest Rate	2% above the prime lending rate of the Hong Kong Shanghai Banking Corporation plus per annum or such other interest rate as set out in the Schedule;
	Client	Contract Year	A 12 calendar month period from the Commencement Date or any anniversary of it;
	Client Data	Designated Equipment	The Client Equipment listed in the Schedule or as otherwise agreed by the parties on which the Experian Materials and/or Experian Data must be installed and/or accessed from (if the Experian Materials and/or Experian Data are to be licensed on a machine specific basis);
	Client Equipment	Designated Site	The Client's Premises as identified in the Schedule or as otherwise agreed by the parties, at which the Experian Materials and/or Experian Data must be used (if the Experian Materials and/or Experian Data are to be licensed on a site specific basis);
	Client Materials	Documentation	Any or all of the Specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
	Client Premises	Experian Data	Any of the data and/or databases and/or scores supplied by Experian to the Client in connection with this Agreement including any such data as the Client may incorporate in its databases (but excluding the Client Data);

Experian Singapore Pte. Ltd. whose registered office is at 5 Shenton Way, #14-08, UIC Building, Singapore 068808. The word EXPERIAN is a registered trademark in Singapore and other countries and is owned by Experian Singapore Pte. Ltd. and/or its affiliated companies.

Standard terms
Version 1 2007

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

Word or Expression	Meaning	Word or Expression	Meaning
Experian Equipment	Any equipment and/or computer hardware supplied by Experian to the Client in connection with the Services;	Minimum Fee	The minimum fee in respect of any particular part of the Services as set out in the Schedule;
Experian Materials	Any of the items developed and/or licensed by Experian to the Client in connection with this Agreement and includes Software, Documentation and Scorecards but excludes the Experian Data;	Minimum Notice Period	The minimum period of notice to be served by either party to terminate this Agreement as set out in the Schedule (and if none is specified 12 months);
Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, damage to or failure of any third party's computer equipment, software or telecommunications systems used to provide the Services or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;	Minimum Requirements	The minimum technical specifications for the Client Equipment and/or the Designated Equipment as reasonably specified by Experian;
Group Company	(a) in the case of the Client any company in which the Client has direct or indirect ownership of greater than 50% of the voting equities or equivalent of the relevant company, such companies to be classed as Group Companies only for so long as the Client retains such ownership. (b) in the case of Experian any company controlling, controlled by or in common control with Experian from time to time and "Control" means direct or indirect ownership of 50% or more of the voting equities or equivalent of the relevant company;	Permitted Purpose	Unless otherwise stated in the Schedule the internal business purposes of the Client and/or any Additional Users (as the case may be) in connection with the Client Products in the Territory and not in any event for the provision of any bureau services to any third parties other than to any Additional Users;
Hours of Availability	The hours during which Services will be available to the Client as specified in the Schedule;	Price Indexation Date	The dates set out in the Schedule or, if none, then each anniversary of the Commencement Date;
Initial Contract Value	The greater of the Minimum Fee (and/or any fixed fees) and the actual amounts due and payable by the Client as specified in the Schedule in the first Contract Year (exclusive of any applicable taxes);	Processing	Collection, use, compilation, matching and disclosing;
Initial Term	The period specified as such in the Schedule;	Project Timetable	Any timetable expressly set out or referred to in the Schedule or otherwise agreed between the parties from time to time;
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;	Relevant Index	In respect of the periodic fees and man/day rates specified in the Schedule, the Consumer Price Index (or any replacement index) published by the Census and Statistics Department (or any replacement body), and if such index ceases to be published then a broadly equivalent index as may be agreed by the parties will be used as a substitute;
Live Date	The date set out in the Schedule or, if none, the date on which the Services are first available for use in a live operating or production environment other than for the purposes of testing;	Revenue Year	Unless otherwise stated in the Schedule, a period of 12 calendar months commencing on the Live Date or any anniversary of the Live Date;
		Schedule	The schedule or schedules which describe the subject matter and specific terms relating to the supply of Services under the terms of this Agreement;
		Scorecard	A statistical formula derived to aid decision making and any supporting material in relation to such formulae;
		Services	The services as specified in the Schedule and all other services supplied by Experian to the Client under or in connection with this Agreement including the provision of the Experian Data, Experian Equipment and/or the Experian Materials (as applicable) and the grant of licences in respect of such Experian Materials and/or Experian Data;

Experian Singapore Pte. Ltd. whose registered office is at 5 Shenton Way, #14-08, UIC Building, Singapore 068808. The word EXPERIAN is a registered trademark in Singapore and other countries and is owned by Experian Singapore Pte. Ltd. and/or its affiliated companies.

Standard terms
Version 1 2007

EXPERIAN SINGAPORE PTE. LTD. - STANDARD TERMS AND CONDITIONS

Word or Expression	Meaning
Software	The computer software designs and programs as supplied and/or developed by Experian and as described in the Documentation;
Specification	Any document referred to in the Schedule that sets out details of the agreed functionality to be provided by any Experian Materials or a detailed description of the Services (as such document is updated by agreement between the parties from time to time);
Term	The duration of this Agreement as determined in accordance with Clause 20;
Territory	Singapore or such other territory as is specified in the Schedule;
Working Days	Monday to Friday (inclusive) from 9.00 am to 5.30 pm (Singapore time) excluding public holidays in Singapore or as otherwise specified in the Schedule;
Working Hours	The hours of a Working Day.