

OVERSEAS SUPPLIER EVALUATION CONTRACT

(to be filled and submitted to D&B Indonesia)

Purpose for applying D&B Rating (Please Tick One)

Business Partner Evaluation

PT D&B Indonesia
ANZ Tower Level 23B
Jl. Jend. Sudirman Kav. 33A | Jakarta 10220 | Indonesia
Phone : +62 21 57900979 | Fax: +62 21 57900938

Institution requesting your company to apply D&B Rating:

Company Name : _____

Address : _____

Contact Person : _____

D&B Indonesia, PT and the undersigned (customer) agreed to apply for D&B Rating (Business Information Report/BIR) whereas D&B Indonesia, PT shall provide the Customer with the following services as per additional term and condition attached to this contract.

Risk Management Solutions

Order Value US\$ 300.00

VAT (10%) US\$ 30.00

Purchase of BIR at US\$ 300 ++

PPh 23 US\$ - +

**Taxes and levies will be charged extra at the prevailing rates*

Total US\$ 330.00

Supplier Details:

Company name : _____

Address : _____

Attention of : _____ (Contact Person who is responsible for administrative registration)

Telephone No. : _____

Mobile Number : _____

The Customer acknowledges that it has read and fully understands the Conditions of Service on the overleaf which solely govern the provision of all products and services by D&B, and the customer agrees to be bound by them.

Authorized Signature for and behalf of the Customer:

Signature & Stamped : _____

Signed by : _____ (signature with company stamped on the signature)

Position : _____

Date of signing : _____

Please submit this contract (signed and stamped) with copy of transfer payment and requested supporting documents to: vss@dnb.co.id. We shall return back with detail login ID for your application request.

US DOLLAR (USD) Transaction :

PT Bank Mandiri (Persero) Tbk

A/N : PT D&B Indonesia

A/C No : 122 – 000 6662798

SWIFT Code : BMRIIDJA

CONDITIONS OF SERVICE

Attention is drawn to the Condition set out below, especially to Clauses 5, 6, 7 and 9 concerning to the liability of PT. D&B Indonesia. The Customer is reminded that breaches of Clauses 2 and 3 can have serious consequences.

SPECIAL CONDITIONS – Credit and Business Marketing Services

1. All Information, whether printed written, oral, or in machine-readable form, including documentation, contained in PT. D&B Indonesia credit Services ("Credit Information") and Business Marketing Services ("Marketing Information") is licensed to the Customer by PT. D&B Indonesia pursuant to this agreement and is for the exclusive use of the customer solely as one factor in the customer's credit, insurance, marketing or other business, decisions relating to the corporations, partnership, sole proprietorship and other business, government or nonprofit entities or such entities, shareholders, directors, partners, or employees in their capacities as such. Credit Information and Marketing Information are referred to collectively as the "Information". The Customer is prohibited to use the Information to engage in any unfair or deceptive practices.
2. All Information 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 other unless required by law, or unless the Customer first obtain PT. D&B Indonesia's written consent; except that the Customer may reveal to the subject of the Credit Information that PT. D&B Indonesia is a source of Information about the subject and refer to the subject to PT. D&B Indonesia for purpose of obtaining a copy of the Credit Information regarding the subject and may furnish Marketing Information to others for processing solely for the exclusive use of the Customer. The Customer shall neither request Credit Information for the use of others nor permit request to be made under this Agreement by others. Neither may Credit Information be used by the Customer in connecting with providing advice or recommendations to others, it being understood that Credit Information is only for the Customer's internal use.
3. Where Marketing Information is licensed for one – time use, the Customer agrees to use such Marketing Information to generate a single mailing and for no other purpose, otherwise the Customer may use marketing Information throughout the term of this Agreement.

GENERAL CONDITIONS – ALL PRODUCT AND SERVICES

4. If the Customer is provided with software then PT. D&B Indonesia grants the Customer a nonexclusive license to use the software and its documentation (the "software") pursuant to this Agreement. The Customer shall neither copy the software except for backup/archive! Purpose nor modify or reverse compile it. The software is licensed "AS IS" without warranty as to performance, and all risks of the performance are assumed by the Customer. Payment of the Initial license fee shall entitle the Customer to all updates of the software during the term of this Agreement. If the Customer pays the renewal license fee then the term of this license shall renew for an additional 12 months period, and PT. D&B Indonesia shall provide the Customer with all updates during the renewal term. If no renewal fee is charged or the Customer did not pay a renewal fee then all future updates will be made available on a fee-only basis. PT. D&B Indonesia may terminate this license upon notice if the Customer fails to comply with any of this term, and the Customer shall not be entitled to any refund of the license fee. In the event of termination the Customer shall return all copies of the software to PT. D&B Indonesia.
5. The Customer acknowledges that PT. D&B Indonesia does not, and could not for the fees charged hereunder, guarantee, and warrant the correctness, completeness, currentness, merchantability or fitness for a particular purpose of the information. Such information usually is not the product of an independent investigation prompted by each Customer inquiry but is update and revised on a periodic basis. The Customer also acknowledges that every business decision, to some degree or another represent the assumption of risks and that PT. D&B Indonesia in furnishing information, does not and can not underwrite or assume the Customer's Risk, in any manner whatsoever. The Customer therefore agrees that PT. D&B Indonesia shall not be liable to the Customer for any loss or injury arising out or caused, in whole or in part by PT. D&B Indonesia's negligent or other acts or omission in procuring, compiling, collecting, interpreting, reporting, communication, or delivering information or in otherwise performing this agreement, whether or not any, such matter amount, to a fundamental breach of a fundamental term of this agreement.
6. The Customer agrees that PT. D&B Indonesia will not be liable for special incidental, exemplary, or consequential damages (including loss of profit), even if advised of the possibility of such damages.
7. If notwithstanding the foregoing, liability can be imposed on PT. D&B Indonesia, then the Customer agrees that PT. D&B Indonesia's aggregate liability for any and all losses or injuries to the Customer arising out of any negligent or other acts or omissions 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 during the term of this agreement by the Customer for the information and software, licensed hereunder or (Rp. 50,000,000) whichever is less, and the Customer covenants not to sue PT. D&B Indonesia for a greater amount.
8. The implied warranties which the Customer enjoys by virtue of the provisions of Consumer Protection Act, 1999, are in no way prejudiced by anything contained in these condition of services/supply of product save (and Then if the buyer is not dealing as consumer in case of international sale of goods or service) to the extent provided under these conditions and also to the extent permitted by law.
9. The Customer shall indemnify PT. D&B Indonesia and its employees against any loss or damage (including costs and necessary payment made in order to settle or compromise and claim) which it or they may incur arising from any breach of this agreement by the Customer and its employees and agents.
10. Unless otherwise state this Agreement covers service to the Customer at the address specified on the overleaf. All products containing the information, including publication and directories, are loaned to the Customer and shall be kept secure and used at that address, except that the Customer, with PT. D&B Indonesia's prior written consent may furnish such product to another of its officers for its exclusive use. All such product shall be immediately returned to PT. D&B Indonesia, and all copies thereof shall be erased or destroyed, upon

receipt by the Customer of any subsequent edition or version thereof. If the Customer does not return or destroy such materials, an extra charge may be imposed.

11. The Customer acknowledges that the Information and Software licensed by PT. D&B Indonesia are proprietary to PT. D&B Indonesia and comprise: (a) works of original authorship, including compiled information containing PT. D&B Indonesia's selection, arrangement and expression of such information or pre-existing material it has created, gathered, or assembled. (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by PT. D&B Indonesia at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm PT. D&B Indonesia's proprietary and intellectual property right in the information and Software. The Customer shall reproduce PT. D&B Indonesia's copyright notice and proprietary right legend on all authorized copies of the Information and Software.
 12. Customer agrees to comply with any applicable privacy, data protection, or other requirement imposed by foreign law or, if unable to comply to refuse the information software, or other service subject to the foreign law.
 13. Except as otherwise agreed or required by law, neither PT. D&B Indonesia nor any of its trade names, trademarks, or service marks may be used for any purpose as the identification of the Customer's source of reference PT. D&B Indonesia shall not be required to divulge either its sources of or procedures for obtaining the Information.
 14. The Customer agrees that PT. D&B Indonesia may revise its price upon 30 days notice, and in the case of membership on 7 days notice. If PT. D&B Indonesia increases the cost of services, then the Customer may continue this Agreement on the increased basis or terminate it, in which latter event PT. D&B Indonesia shall refund the unused balance of the amount paid by the Customer.
 15. The Customer agrees to pay PT. D&B Indonesia immediately upon signing this agreement in accordance with the payment terms contained herein, and it shall not make any set-off against PT. D&B Indonesia. Such payment shall be in U.S. dollars (in such case the Customer shall have Reserve Bank of Indonesia Approval) or in Indonesian Rupiah. If any payment is not made when due, the entire amount shall immediately become due and payable upon notice. A late payment charge of 2 % per month or the highest lawful rate may be applied to the outstanding balance when paid.
 - (a) If the Customer has selected a unit subscription, it (or its bank under a standing order mandate) shall pay PT. D&B Indonesia in full in advance for the number of Units specified on the overleaf at the rate set forth in PT. D&B Indonesia's price list in force on the date of approval by PT. D&B Indonesia of this Agreement. If the Customer has selected a Unit Subscription – Installment Payments it (or its bank under a standing order mandate) shall pay PT. D&B Indonesia in Installments (the first being due in advance) for the number of Unit Specified on the overleaf at the rate set forth in PT. D&B Indonesia's price list in force on the date of approval by PT. D&B Indonesia of this Agreement. The Customer understands and agrees that what it is containing for is the availability, during the term of this agreement, of up to the number of unit specified and the right to use the Information and Software. If, during the term, the Customer uses more units, that it has available, then it shall pay for those units, except as provided in clauses 14 and 16.
 - (b) If the Customer has selected a membership, it shall pay PT. D&B Indonesia the membership fee in advance and thereafter as PT. D&B Indonesia specifies for the product and services use at the rate set forth in PT. D&B Indonesia's price list then in force. The first annual membership payment shall be made on the anniversary of that date.
 - (c) If the Customer has selected One-Off billing, it shall pay PT. D&B Indonesia the fee in advance and thereafter as PT. D&B Indonesia specifies for the products and services used at the rate set forth in PT. D&B Indonesia's price list in force.
 16. The Agreement is not binding upon PT. D&B Indonesia until approved by it. This Agreement shall continue until the expiry of the period specified on the overleaf (unless terminated sooner) and thereafter shall renew automatically every 12 months on the same term and condition unless written notice to the country is received by PT. D&B Indonesia at its address specified on the overleaf no later than eight weeks prior to the end of any 12 months period. PT. D&B Indonesia may terminate this Agreement at any time and without prior notice in the event of a breach thereof by the Customer, and otherwise upon 30 days written notice, in which latter event PT. D&B Indonesia shall refund the unused balance of the amount paid by the Customer under this Agreement. Upon termination, the Customer shall immediately return to PT. D&B Indonesia (If requested by PT. D&B Indonesia) all information (including copies) or if PT. D&B Indonesia has not so requested within 30 days of termination, destroy all Information (including copies).
 17. This Agreement applies to every kind of information and every kind of product and service provided by PT. D&B Indonesia to the Customer, whether or not specifically referred to in this Agreement, whether or not furnished at additional cost and whether or not currently being furnished by PT. D&B Indonesia to its Customers, unless it is furnished pursuant to another written contract with PT. D&B Indonesia containing an "entire agreement" or "merger" clause. This agreement contains the entire and only agreement between the Customer and PT. D&B Indonesia regarding the subject matter hereof and there are merged herein all prior and collateral representation, warranties, promises, and conditions. Any representation, warranty, promise, or condition not incorporated herein shall not be binding upon either party. This Agreement shall bind and incur to the benefit of the parties and their successors and assigns, except that the Customer shall not assign this Agreement without PT. D&B Indonesia's prior written consent. No waiver or amendment to this Agreement shall be binding on either party unless it is in written and is signed by an authorized official of either party. This Agreement shall be governed by and construed in all respects in accordance with the law of Indonesia.
- BY SIGNING ON THE FRONT SIDE, PT. D&B INDONESIA AND THE CUSTOMER AGREE TO AND INTEND TO BE BOUND BY THESE CONDITION OF SERVICE.