

## Terms & Conditions

Attention is drawn to the Terms & Conditions set out below, concerning the liability of Q2 Limited. The below Terms & Conditions are deemed to have been accepted by the client upon the use of any Reputational Information Service provided by Q2 Limited and its subsidiaries, FasTrak™ Database Services or related services hereinafter collectively referred to as 'Reputational Information Services'.

### Special Conditions

1. All information, whether printed, written, oral, in machine-readable form, including documentation, contained in FasTrak™ Database Services or related services ("Reputational Information Services") are licensed to the Client solely for the use for authorized and legal Background Screening purposes ONLY. The Client is prohibited from using the information to engage in any unfair or deceptive practices. Should the client be located in the US, client is further prohibited from requesting any information relating to United States' consumers.
2. Q2 Limited will not divulge to any third party the details of the requesting Client, including any information disclosed by the Client about itself, or its group companies, including without limitation about its business, customers or financial or other affairs which is not publicly known for any Reputational Information Service Report or otherwise. Q2 Limited reserves the fundamental right to reproduce all publicly available information researched by it.
3. With the exception of Resellers and Channel Partners an 'end user' client shall neither request Reputational Information Services for the use of others nor permit requests to be made under this Agreement by others, other than by members of the same corporate entity. It is understood that Reputational Information Services are only for the 'end user' Client's internal use.

**General Conditions**

4. Client, if located in the US, certifies that it will not request or seek any RIS or other information relating to applicants applying for positions in the United States. Notwithstanding this provision, nothing herein shall prevent a client who does business in the United States from requesting RIS services or information relating to or about non-United States' nationals applying for positions outside the United States.
5. If the Client is provided with software or database services and its documentations (the "Software") then Q2 Limited grants the Client a non-exclusive license to use the Software pursuant to this Agreement. The Client shall not copy the Software except for internal/backup/archive purposes. This software is licensed "AS IS" without warranty as to performance, and all risks of the performance are assumed by the Client. Payment of the license fee and/or subscription shall entitle the Client to all upgrades of the Software during the term of the Agreement. If the Client pays the renewal license fee then the term of this license shall renew for the additional agreed period, and Q2 Limited shall provide the Client with all upgrades during the renewal term. Q2 Limited may also terminate this license and or subscription upon notice if the Client fails to comply with any of these terms or fails to pay invoices within the agreed timeframe, in the event of termination the Client shall return all copies of the Software to Q2 Limited.
6. Q2 Limited undertakes to carry out the Reputational Information Services in a timely manner with all due care and skill using appropriately qualified and experienced personnel, however the Client acknowledges that Q2 Limited does not, and could not for the fees charged hereunder, guarantee or warrant the correctness, completeness, currentness, merchantability or fitness for a particular purpose of the Reputation Information Services. The Client also acknowledges that there are inherent difficulties in compiling such information making no system complete. The Client further acknowledges that every business decision, to some degree or another, represents the assumption of risk and that Q2 Limited, in furnishing Reputational Information Services, does not and cannot underwrite or assume the Client's Risk, in any manner whatsoever. The Client therefore agrees that Q2 Limited shall not be liable to the Client for any loss or injury arising out of, or caused in whole or in part, by errors in Q2 Limited's research or omissions in procuring, compiling, interpreting, reporting, communicating, or delivering information or in otherwise performing this agreement, unless such matter amounts to a fundamental breach of a term of this agreement, including, negligence or wilful omission.
7. The Client agrees that Q2 Limited will not be liable for special incidental, exemplary, or consequent damage (including loss of profits), even if advised of the possibility of such damages.
8. If, notwithstanding the foregoing, liability can be imposed on Q2 Limited, then the Client agrees that Q2 Limited's aggregate liability for any losses

or injuries to the Client arising out of any negligence or other acts or omissions of Q2 Limited 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 during the term of the agreement by the Client for the information and software licensed hereunder. If, notwithstanding the foregoing, both parties agree that aggregate liability for any losses or injuries to the other party arising out of any negligence or other acts or omissions of the negligent party 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 during the term of the Agreement by the Client for the information and software licensed hereunder.

9. The implied warranties which the Client enjoys by virtue of the provisions of legislation which may be enacted in the Client's jurisdiction from time-to-time, are in no way prejudiced by anything contained in these conditions of service/supply of product save (and then if the client is not dealing as consumer in case of international sale of goods or services) to the extent provided under these conditions and also to the extent permitted by law.
10. The Client acknowledges that the Reputational Information Services and Software licensed by Q2 Limited are proprietary to Q2 Limited and comprise: (a) works of original authorship, including compiled Reputational Information Services containing Q2 Limited's selection, arrangement and expression of such Reputational Information Services or pre-existing material it has created, gathered or assembled. (b) Confidential and trade secret information and (c) Reputational Information Services that have been created, developed and maintained by Q2 Limited at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Q2 Limited's proprietary and intellectual property rights in the Reputational Information Services and Software. The Client shall reproduce Q2 Limited's copyright notice and proprietary rights legend on all authorized copies of the Reputational Information Services and Software.
11. Clients agree to comply with any applicable laws, including laws relating to privacy, banking secrecy, data protection, or other requirements imposed by foreign law or regulations or, if unable to comply, to refuse the Reputational Information Services Software, or other service subject to the foreign law.
12. Except as otherwise agreed or required by law, neither Q2 Limited nor any of its trade names, trademarks, or service marks may be used for any purpose other than as the identification of the Client's source of reference. As a reseller of FasTrak the Client agrees to name "Q2 Limited FasTrak" as the source of any information it reports having search for or found within the FasTrak system. It further agrees that if it

includes a description of these databases then these must be reproduced verbatim from the FasTrak report so as not to misrepresent the content contained therein. Q2 Limited shall not be required to divulge either its source of or procedures for obtaining the information.

13. The Client agrees that Q2 Limited may revise its prices upon 30 days' notice. If Q2 Limited increases the cost of services, then the Client may continue this Agreement on the increased bases or terminate it, in which latter event Q2 Limited shall refund the unused balance of any advance amount paid by the Client.
14. The Client agrees to pay Q2 Limited within 30 days of receipt of invoice for all Reputational Information Services. Such payments shall be in USD, 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 may be applied to the outstanding balance when paid.
15. The Client agrees that it will pay all taxes & levies as may be applicable from time to time.
16. The Agreement is not binding upon Q2 Limited until approved by it. This Agreement shall continue until the expiry of the period specified in the Agreement and thereafter shall renew automatically every 12 months on the same terms and conditions unless written notice to the contrary is received by Q2 Limited and its address specified on the overleaf no later than eight weeks prior to the end of any 12 months' period. Q2 Limited may terminate this Agreement at any time and without prior notice in the event of a breach thereof by the Client, and otherwise upon 30 days' written notice, in which latter event Q2 Limited shall refund any unused balance of the amount, paid by the Client under the Agreement. The Client may terminate this Agreement at any time provided that 28 days notice is served on Q2 Limited by client. Upon termination the Client shall immediately return to Q2 Limited (if requested by Q2 Limited) all Reputational Information Services user manuals, guides and software (including copies) or if Q2 Limited has not so requested within 30 days of termination, destroy all information (including copies).
17. This Agreement applies to every kind of Reputational Information Services and every kind of product and service provided by Q2 Limited to the Client, whether or not specifically referred to in this Agreement and whether or not furnished at additional cost, unless it is furnished pursuant to another written contract with Q2 Limited containing and "entire agreement" or "merger" clause. This Agreement contains the entire and only Agreement between the Client and Q2 Limited regarding the subject matter thereof. This Agreement shall bind and incur to the benefit of the parties and their successors and assigns, except that the Client shall not assign this Agreement without Q2 Limited's prior written consent. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing 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 Laws of Singapore.

18. Any notice or other communication given under this Agreement must be in writing, in English and served on a party at its address or fax number as specified at the commencement of this Agreement (or any other address it has notified to the other party in accordance with this clause) by hand, by registered post or by fax, and addressed to the attention of the Company Secretary. Notices may not be sent by email.