



AGREEMENT FOR SUPPLY OF SERVICES

Category C

Credit & Data Bureau Limited

and

Insert name Limited

AGREEMENT dated

2010.

PARTIES

Insert name Limited, its successors and assignees, of P O Box insert number, insert PO ('Client')

Credit and Data Bureau Limited a limited liability company having its registered office Level 2, Tisa Haus, Waigani, NCD, Papua New Guinea ('CDB')

INTRODUCTION

- A **Credit and Data Bureau Limited** offers a range of services, including obtaining and providing information concerning individuals and legal entities.
- B. **Insert name Limited** agrees that CDB will supply its services to the Client upon the terms and conditions appearing below.

AGREEMENT

1. DEFINITION AND INTERPRETATION

1.1 **Definitions:** In this Agreement, unless the context requires otherwise:

"Agreement" means this agreement.

"Borrower" includes a natural person, an individual, partnership, company, trust or other entity that has, or has applied to enter into Credit.

"Business Hours" means:

- a) for the provision of telephone inquiry services, the hours between 8.30am and 5pm Monday to Friday, or such other hours as CDB may notify to the Client in writing from time to time, except those days that are gazetted as public holidays in Papua New Guinea; and,
- b) for inquiries performed via the Internet and subject to CDB's system's availability, the hours between 2am and 12 o'clock midnight Monday to Sunday.

"Confidential Information" is defined in sub-clauses 7.1 and 7.2 of this agreement.

"Credit" means an agreement for a delayed payment by a Borrower to a credit provider.

"Credit Information" means information about the Credit record of a Borrower.

"Credit Provider" means any agency that carries on business involving the provision of Credit to Borrowers whether or not that business is the sole or principal activity of the Credit Provider.

"Credit Information Request" means a request by the Client to CBD for Credit Information. The Credit Information Request will be made in the form specified by CBD from time to time.

"Credit Information Report" means a report generated by CBD upon a Credit Information Request from the Client.

“Database” means CBD’s database and any Third Party’s database, to which the Client is granted access through this agreement.

“Due Date” means the 20th day of the month in which an invoice was issued to the Client for charges and any costs incurred in relation to a Credit Information Request.

“Force Majeure Event” includes any of the following events or occurrences and the effects thereof: act of God or public enemy, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, war, embargo, riot or civil disturbance, strike or other labour dispute (of or relating to persons other than the relevant party, any related or associated company of the relevant party, any sub-contractor, agent, supplier or contractor who has contracted (directly or indirectly) with the relevant party or any related or associated company of the relevant party to provide plant, materials, labour or equipment in connection with the supply of any of the information pursuant to this Agreement), sabotage, expropriation, confiscation or requisitioning of facilities, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction and any other matter or event which is beyond the reasonable control of the relevant party and which the relevant party could not take reasonable measures to prevent or mitigate the effects of.

“Identification Number” means any number or letter combination or password given by CBD to the Client for the identification of the Client.

“Overdue Debt” means a Borrower’s debt which:

- (a) has been written off by the Client; or has been outstanding for more than 90 days; or
- (b) has been referred to a Solicitor by the Client; or
- (c) the Client, in its absolute discretion, reports to CDB.

“Overdue Debt Information” means any information about an Overdue Debt.

“Third Party” means a party, which is not a party to this agreement.

1.2 **Interpretation:** In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) one gender includes the other genders;
- (c) references to individuals include companies and other corporations and vice versa;
- (d) “written” and “in writing” include any means of reproducing words, figures or symbols in a tangible and visible form;
- (e) where any word or expression is defined in this agreement, any other grammatical form of that word or expression has a corresponding meaning;
- (f) references to clauses and schedules are references to clauses and schedules in this agreement;
- (g) section and clause headings have been inserted for convenience only and shall not affect the interpretation of this agreement and;
- (h) all charges quoted in this agreement or any attached Schedule are exclusive of GST;

- (i) reference to an amount of money is a reference to the amount in the lawful currency of Papua New Guinea; and
- (j) reference to a time and date in connection with the performance of an obligation by a party is a reference to the time and date in Port Moresby, Papua New Guinea, even if the obligation is to be performed elsewhere.

1.3 **Commencement and duration:** This agreement will commence on the date on which it is signed by both parties and shall remain in force until terminated pursuant to clause 6.

2. OBLIGATIONS IN RELATION TO BUSINESS INFORMATION

2.1 **CDB's Obligations:** Subject to clause 2.2, upon receipt of a Credit Information Request from the Client, CDB will supply the Credit Information to the Client.

2.2 **Availability of Credit Information:** CDB will take reasonable steps to ensure that the Credit Information is available at all times during Business Hours.

2.3 **Information Provided by Client:** When making a Credit Information Request, the Client shall supply the following information to CDB:

- (a) Borrower's full name and description;
- (b) If the Borrower is a natural person, the Borrower's date of birth if known;
- (c) If the Borrower is not a natural person, the date that the Borrower attained the ability to enter into agreements including Credit; and the number of the Certificate of Incorporation;
- (d) Borrower's identification verification which may include: Superannuation fund membership number, Passport, Driver's Licence, Birth Certificate, Details of Incorporation, Partnership or Trust Deeds or other appropriate documents to verify identity;
- (e) Borrower's current address and where applicable, at least one previous address (including street/lot number [if available], name of street, and village, settlement, town or city);
- (f) Borrower's current land line and mobile phone number and email address;
- (g) If the Borrower is a natural person, name of current employer and business the employer is involved in.

2.4 **Further Obligations:** During the term of this agreement, the Client shall, within a reasonable time, supply CDB with:

- (a) Overdue Debt Information;
- (b) relevant information required to correct or update Overdue Debt Information or Credit Information previously supplied by the Client to CDB.

3. CHARGES

- 3.1 **Charges for Credit Information Request:** The Client shall pay CDB for all services provided in relation to a Credit Information Request according to the charges specified in Schedule One. In addition, the Client may pay to CDB any other reasonable costs incurred by CDB in carrying out its services in relation to a Credit Information Request.
- 3.2 **Invoices:** CDB will issue an invoice, to the Client, for any charges and costs which are due and outstanding under this agreement to CDB from the Client, on or before the 10th working day following the end of each month of the period of this agreement.
- 3.3 **Payment:** The Client may pay to CDB all charges and costs invoiced to it, in accordance with clause 3.2, on or before the Due Date.
- 3.4 **Interest/costs on overdue payments:** If payment of an undisputed invoice is not made by the Due Date, the Client shall pay to CDB:
- (a) Interest on the unpaid amount at the rate of 2% per month calculated from the Due Date until the date of payment; and
 - (b) any and all costs incurred by CDB, including any reasonable legal costs or any reasonable collection costs charged by a collection agent in recovering the unpaid amount.
- 3.5 **Review of Charges:** A review of pricing will occur periodically and CDB will give to the client 2 months notice of any changes.

4. ACKNOWLEDGEMENTS AND WARRANTIES

- 4.1 The Client acknowledges that:
- (a) it shall be liable for any reasonable charges and costs incurred in relation to the unauthorised usage of any Identification Number unless, that unauthorised usage has been disclosed in accordance with clause 4.1(c);
 - (b) that the information it supplies to CDB is given in good faith and based on information believed but not warranted, to be correct;
 - (c) the Client will hold secure any Identification Number provided by CDB and will only disclose the Identification Number to those individuals who are authorised by the Client to make a Credit Information Request;
 - (d) the Client will, as soon as possible, inform CDB of any potential or suspected disclosure of an Identification Number to any individual who is not authorised by the Client;
 - (e) the Client will ensure that all individuals who are authorised by the Client to make a Credit Information Request are fully trained in and aware of, their obligations under this agreement, the Banks and Financial Institutions Act 2000, the code of practice and, the correct use of CDB's systems;
 - (f) CDB will fully train all individuals who are authorised by CDB to provide a Credit Information Report of, the obligations relating to the use of Confidential Information

under the Banks and Financial Institutions Act 2000; the obligations under the Code of Conduct, and, the correct use of CDB's systems. |

5 INDEMNITY

- 5.1 Each party (the "Indemnifying Party") undertakes to indemnify and keep fully and effectively indemnified the other party and its employees and agents (the "Indemnified Party") from and against any and all liability loss claims demands and /or reasonable expenses whatsoever which the Indemnified Party may sustain or incur as a result of any negligent, unlawful, wilful or fraudulent act or omission of the Indemnifying Party in connection with this Agreement.
- 5.2 The Indemnifying Party's liability to indemnify the Indemnified party under the preceding clause will be reduced proportionally to the extent that any act or omission of the Indemnified Party caused or contributed to the loss.
- 5.3.1 Each party's indemnity obligations survive the termination of the Agreement.

6. TERMINATION

- 6.1 **Termination for breach:** Without prejudice to any other right or remedy it may have, whether under, this agreement, a statute or otherwise, either party to this agreement may terminate this agreement by immediate written notice to the other party if:
- (a) the other party breaches any of its obligations under this agreement; and
 - (i) the breach is not capable of being remedied; or
 - (ii) the breach is capable of being remedied and the defaulting party fails to remedy the breach to the non-defaulting party's satisfaction within 14 days after notice in writing has been given to the defaulting party requiring such breach to be remedied;
 - (b) the other party:
 - (i) is, becomes, or is deemed to be, insolvent or bankrupt; or
 - (ii) makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors; or
 - (iii) goes into receivership or has a receiver, trustee and manager (or either of them) (including a statutory manager) appointed in respect of all or any of its property; or
 - (iv) any resolution is passed, or any proceeding is commenced, for the other party's winding up or liquidation.
- 6.2 **Termination on Notice:** Either party to this agreement can terminate this agreement on one month's prior written notice to the other party.

7. CONFIDENTIALITY

- 7.1 Subject to clauses 7.6 and 8.1 of this agreement, each party acknowledges that all information and material provided to it, or to which it is exposed during the performance of its obligations

under this agreement or at any time, including but not limited to customer information is confidential ('Confidential Information').

7.2 "Confidential Information" includes but is not limited to:

- (a) information and material concerning the contractual, commercial or business dealings of the parties;
- (b) information and material concerning the products and services of the parties and any future products and services;
- (c) information and material concerning the training methods, systems and manuals of the parties;
- (d) information and material relating to the hardware, software systems, technology, methodology and developments of the parties;
- (e) information and material concerning, relating to or connected with clients and customers of the parties which is contained in or furnished by any medium including but not limited to, originals and copies of paper records, tapes, slides, folios, statistics, policies, microfiche and computer programs;
- (f) information and material obtained by CDB or any of its subsidiaries during the performance of their obligations under this agreement; and
- (g) the material being processed including the names of the parties to the transaction, details of account and amounts.

7.3 Each party undertakes not to use, disclose, distribute or circulate any Confidential Information to a Third Party without the express written consent of the other.

7.4 Each party agrees to disclose Confidential Information to its personnel or agents on a need to know basis only and agrees to require those people to whom Confidential Information is disclosed to keep the information confidential.

7.5 Each party agrees to take all reasonable care and diligence, considering the type and confidentiality of the information, to safeguard the Confidential Information and prevent its disclosure. The standard of care for protecting the Confidential Information will be the degree of care that each party would be expected to use to prevent disclosure, publication or dissemination of its own proprietary or confidential information of similar nature and importance.

7.6 Each party will on the expiry or termination of this agreement return to the other any Confidential Information in its power, possession or control.

7.7 CDB will comply in all respects with a Borrower's constitutional right to privacy.

7.8 These confidentiality provisions will endure termination of this agreement.

8. OWNERSHIP OF INFORMATION

8.1 CDB (including its subsidiaries or any other related party) acknowledges that all Confidential Information supplied to them or otherwise made available to them during the course of this agreement by the Client under this agreement will remain the property of the Client and its customers respectively.

9. COPYRIGHT

9.1 CDB retains copyright of a Credit Information Report.

10. ASSIGNMENT

10.1 CDB cannot assign or otherwise dispose of its rights or obligations under this agreement without the prior written consent of the Client

11. VARIATION AND WAIVER

11.1 Any variation to this agreement must be in writing and signed by both parties.

11.2 A waiver by either party or any breach or non-observance of the other party of any of the provisions of this agreement on its part to be observed or performed shall not be effective unless made in writing.

12. FORCE MAJEURE

12.1 Each party releases the other party from any claim, liability or responsibility under this agreement concerning the other party's failure or delay under this agreement where such failure or delay is due to either party being unable, wholly or in part, by reason of a Force Majeure Event, to carry out any obligation under this agreement if:

- (a) the defaulting party gives the other party immediate written notice of the nature and expected duration of, and the obligation affected by, the Force Majeure Event; and
- (b) the defaulting party uses all reasonable endeavours to :
 - (i) mitigate the effects of the Force Majeure Event on its obligations under this agreement; and,
 - (ii) perform its obligations under this agreement despite the Force Majeure Event.

12.2 **Force Majeure Termination:** If by reason of a Force Majeure Event, the delay or non-performance of a party's obligations will continue for more than 20 consecutive days or for an aggregate of 20 days in any 12-month period, the non-defaulting party may immediately terminate this agreement.

13. ACCRUED RIGHTS

13.1 The termination of this agreement will not affect in any way any rights of a party arising from any happening or event which occurs prior to the date of termination of this Agreement, or any provisions of this agreement which are intended to survive termination.

14. NOTICES

14.1 Notices must be in writing and sent by mail or facsimile transmission or email to:

- (a) For CDB: Credit and Data Bureau Limited
Attention: Managing Director
Address: P.O. Box 87, Port Moresby

Facsimile Number: 3237755
Email: information@cdb.com.pg

(b) For the Client: Insert name Limited
Attention:
Address: P.O. Box insert number, insert PO
Facsimile Number:
Email:

15. AGENCY

15.1 Nothing in this agreement shall be deemed to constitute any party to this agreement as the agent, partner or joint - venture partner of the other party.

16. NON EXCLUSIVITY

16.1 CDB (including its subsidiaries) acknowledges the Client's right to enter into similar agreements with other Credit Reporting Agencies, Credit Reference Agencies and Debt Collection Agencies.

17. GOVERNING LAW

17.1 This Agreement is governed by the laws of Papua New Guinea and the parties to this agreement submit to the exclusive jurisdiction of the courts in Papua New Guinea.

EXECUTED as an Agreement

SIGNED FOR AND ON BEHALF OF)
Insert name Limited)
by it's duly Authorised Officer in the presence of)
.....)

Witness

SIGNED FOR AND ON BEHALF OF)
Credit & Data Bureau Limited)
by it's duly Authorised Officer in the presence of)
.....)

Witness

SCHEDULE ONE

The following is the pricing current as at the date of this agreement. All prices given are GST exclusive.

Category A Members - discounted transactional fees on volume

Includes all registered Banks.

Joining Fee	K20, 000	Annual Fee	K2, 500
Transactional Fee	K7.00 per transaction for 1 st 500 per month		
	K6.00 per transaction for 2 nd 500 per month		
	K5.00 per transaction in excess of 1000 per month		

Minimum Monthly Fee K2, 000

Category B Members - discounted transactional fees on volume

Includes all finance companies and other financial institutions, major companies, Hire Purchase providers and Utilities.

Joining Fee	K10, 000	Annual Fee	K1, 500
Transactional Fee	K8.00 per transaction for 1 st 125 per month		
	K6.25 per transaction for over 125 per month		

Minimum Monthly Fee K1, 000

Category C Members

Includes medium and major companies with minimum volume

Joining Fee	K5, 000	Annual Fee	K1, 000
Transactional Fee	K8.00 per transaction		

Note

- On each anniversary of membership, members in a particular category can elect to become another Category member. Annual fees are pro rata to 31 December.
- Categories A and B Transactional Fees apply to all enquiries (including consumer, company or monitor).
- There is no cost for Default Uploading or maintenance of Defaults.