



VENDOR INTEGRITY PLEDGE ("VIP")

Our company, _____ (*Company Name*) bearing Registration Number _____ (*MOR/ PKK/ CIDB/ ROS/ ROC/ ROB/ Others*), (hereinafter "**Vendor**", which includes its directors, officers and employees involved in the Business Transaction(s)* with **Sime Darby Property Berhad** ("**SD Property**") or its subsidiaries, associated, related and affiliated companies, both local and foreign (collectively "**SDP Group Companies**") hereby agrees, undertakes and covenants as follows:

1. The Vendor has read, fully understood, and will comply with:
 - (i) SD Property's **Vendor Code of Business Conduct** ("**Vendor COBC**"). The SDP Vendor COBC sets out the standards of behaviour required of the Vendor and includes the following areas:
 - (a) Compliance Requirements;
 - (b) Governance and Management Systems;
 - (c) Ethical Practices;
 - (d) Protection of Assets and Information;
 - (e) Environmental Protection; and
 - (f) Employment Practices.
 - (ii) **Applicable laws and regulations relating to anti-corruption/bribery, anti-money laundering, anti-terrorism financing and fraud**; and
 - (iii) The **representations, warranties and confirmations relating to** Anti-Corruption/Bribery & Corrupt practices as contained in Appendix A.

(collectively, "**Requirements**").
2. The Vendor confirms that it has not been convicted nor is it the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities in relation to any actual or suspected breach of applicable laws, regulations and codes relating to the Requirements.
3. The Vendor will ensure that its subsidiaries, affiliates, agents, suppliers, subcontractors, representatives and all other parties that the Vendor appoints to perform work for or provide goods/services to SDP Group Companies to comply with the Requirements.
4. Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other person connected to the Vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s)*, or where the Vendor has reasonable grounds to suspect any breach of the Requirements, the Vendor will report such act to SD Property as soon as reasonably practicable and to the extent permitted by law, in accordance with the Whistleblowing section of the Vendor COBC.

5. In the event that there is any breach and/or alleged/suspected breach of the Requirements:
- (i) the Vendor shall promptly inform SD Property of such breach as soon as practicable and will cooperate with SD Property in any investigation/enquiry of such breaches, regardless whether it involves SDP Group Companies staff/employees or the Vendor's own staff/employees; and
 - (ii) SDP Group Companies may immediately revoke the contract/ award or terminate the contract with respect to the Business Transaction(s)* without any liability whatsoever on the part of SDP Group Companies to the Vendor. This is without prejudice to any other rights or remedies that SDP Group Companies may have or any other appropriate action which SDP Group Companies may seek under the terms of the applicable tender/ contract or applicable laws and regulations.
6. The Requirements and the aforementioned consequences will form part of any tender award/ contract entered into with SDP Group Companies and therefore are legally binding on the Vendor. The Vendor acknowledges that the Vendor COBC may be amended from time to time as may be notified to the Vendor by SD Property.
7. If the Vendor has its own code of conduct (a copy of which should be provided to SDP Group Companies), the Vendor warrants that it has equivalent or similar provisions to those contained in the Vendor COBC. Accordingly, the Vendor confirms that it will abide by and comply with such equivalent or similar provisions in its own code of conduct.

Yours faithfully,
For and on behalf of the Vendor

Name of Company Director (or any authorised person):

IC/ Passport No. :
Position :
Name of Company :
Date :
Company stamp :

Witness by:

Name:

IC/ Passport No. :
Date :

**Business Transaction(s) is (are) defined as Tenders, Quotations, Contracts, Letter of Awards and Purchase Orders.*

APPENDIX A

REPRESENTATIONS, WARRANTIES & CONFIRMATION IN RESPECT OF ANTI-CORRUPTION/BRIBERY & CORRUPT PRACTICES

1. The Vendor and its directors, officers and employees are in compliance with all applicable laws, statutes, regulations and codes relating to anti-corruption/bribery matters (the "**Relevant Laws**").
2. Neither the Vendor nor any of its directors, officers or employees who may be involved in the Business Transaction(s) has been convicted of any offence involving bribery, corruption, abuse of power or fraud; nor, to the best of the Vendor's knowledge, is such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws.
3. The Vendor and its directors, officers or employees confirm that they did not either directly or indirectly:
 - (i) Promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any director, staff or employee of Sime Darby Property Berhad ("**SD Property**") or of its subsidiaries, associated, related and affiliated companies, both local and foreign (collectively "**SDP Group Companies**") or any other person representing SDP Group Companies as an inducement, incentive, reward, gift or bonus for being selected for the Business Transaction(s);
 - (ii) Promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any government official or individual so as to obtain or retain a business advantage on behalf of SDP Group Companies in connection with the Business Transaction(s); and/or
 - (iii) Conduct any activities that would require, induce, abet or encourage any of the SDP Group Companies' employees, business partners, consultants, advisers, representatives or agents to commit any corrupt act or permit such act to take place.
4. The Vendor has exercised reasonable care and due diligence to avoid any situation which gives rise to a potential or actual conflict of interest. Where a conflict of interest arises, the Vendor confirms that it has promptly informed SD Property in writing of such conflict.
5. The Vendor will not, either directly or indirectly:
 - (i) Promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any director, staff or employee of SDP Group Companies or any other person representing SDP Group Companies, as an inducement, incentive, reward, gift or bonus to be selected and/ or for any other purpose connected to the Business Transaction(s);
 - (ii) Promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any government official or individual so as to obtain or retain a business advantage on behalf of SDP Group Companies in connection with the Business Transaction(s); and/or
 - (iii) Conduct any activities that would require, induce, abet or encourage any of the SDP Group Companies' employees, business partners, consultants, advisers, representatives or agents to commit any corrupt act or permit such act to take place.
6. The Vendor will continue to exercise reasonable care and due diligence to avoid any situation which gives rise to a potential or actual conflict of interest and will promptly inform SD Property in writing should such conflict of interest arise.

7. As part of the measure to prevent and minimise the occurrence of bribery/corruption or abuse of power within the Vendor's business organisation, the Vendor undertakes to embed the following Anti-Corruption Principles within the Vendor's governance and operating framework and systems (which include but not limited to):
- Committing to promote values of integrity, transparency, accountability and good corporate governance;
 - Strengthening internal systems that support the prevention of corruption/abuse of power;
 - Fighting any form of corrupt practice/abuse of power; and
 - Supporting bribery/corruption prevention initiatives by the Government and regulatory authorities.

Yours faithfully,
For and on behalf of the Vendor

Name of Company Director (or any authorised person):

IC/ Passport No. :

Position :

Name of Company :

Date :

Company stamp :

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