



## VENDOR DECLARATION AND INTEGRITY PLEDGE (“VDIP”)

### Introduction

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#### MISC Code of Conduct and Business Ethics (CoBE)

MISC Group (MISC) is committed to applying the highest standards of ethical conduct, integrity and accountability in all our business activities and operations. CoBE applies to all MISC business dealings and relationships.

### Declaration and Pledge

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Our company, \_\_\_\_\_ (Company Name)

bearing Registration Number \_\_\_\_\_ (MOR/ PKK/ CIDB/ ROS/ ROC/ ROB/ Others), (hereinafter “Vendor” which includes its directors, officers and employees who intend to conduct Business Transaction(s)\* with the MISC Group of Companies (“MISC”) hereby:

#### 1. PLEDGES AND UNDERTAKES THAT:

- a. (i) We have read and understood, hereby agree, accept and shall comply with MISC’s Code of Conduct and Business Ethics (“COBE”), Anti-Bribery Corruption Manual, policies, procedures, standards and governance relating thereto as well as to all applicable laws, rules, orders, decrees or regulations relating to anti-bribery, fraud and corruption (collectively, “The Requirements”). The COBE, attached as Appendix 1, outlines the standards of behaviour expected of the Vendor; or
- a. (ii) Subject to MISC’s consent, we shall comply with our Company’s equivalent of MISC’s Code of Conduct and Business Ethics (“COBE”) (Appendix 1), Anti-Bribery Corruption Manual, policies, procedures, standards and governance relating thereto as well as to all applicable laws, rules orders, decrees or regulations relating to anti-bribery, fraud and corruption (collectively, “The Requirements”). Our Company’s equivalent of MISC’s COBE, attached as Appendix 2, outlines the standards of behaviour expected of the Vendor in line with MISC’s COBE.

*(a)(i) and a(ii) are alternatives; delete whichever is not applicable. In the absence of deletion, alternative (a)(i) shall apply.*

- b. We will ensure our subsidiaries, affiliates and all other parties that we appoint (contractors, subcontractors, agents, advisors and consultants or otherwise) to conduct work for MISC also comply with The Requirements.
- c. We have not been convicted nor are we the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach

of The Requirements and will report any actual or suspected breach of The Requirements as soon as reasonably practicable and to the extent permitted by law, to MISC.

**2. AGREES THAT:**

- a. In the event that we are in breach of any of the above sections, MISC may immediately revoke the contract award, or terminate the contract for the Business Transaction(s)\* without any liability whatsoever on the part of MISC to the Vendor. This is without prejudice to any other rights or remedies that MISC may have or any other appropriate action which MISC may seek under the terms of the applicable tender/ contract or applicable laws and regulations.
  
- b. 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 obligations in this VDIP or the COBE, the Vendor will report such act to MISC as soon as reasonably practicable.

For and on behalf of the Vendor,

Yours sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company Director (or Equivalent)

\_\_\_\_\_  
IC/ Passport Number

\_\_\_\_\_  
Position

Company stamp :

Date :

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