

## INTEGRITY PLEDGE

20210105

### A. INTRODUCTION

Green Packet Berhad and its group of companies (hereinafter referred to as “**GPB Group**”) are committed to applying the highest standards of ethical conduct, integrity and accountability in all of GPB Group’s business activities and operations. This INTEGRITY PLEDGE (“**Pledge**”) applies to each and every of GPB Group’s commercial dealings and relationships and it shall include but is not limited to, transactions in the form of quotation, tender, purchase order, work order and/or letter of award (collectively known as “**Business Transaction**”).

GPB Group requires its sellers, vendors, contractors, service providers and/or anyone having dealings with any of the entities within GPB Group (collectively known as “**Vendor**”) to adhere to the same or equivalent principle in their own activities and in the management of their sub-vendors, sub-contractors, sub-service providers, and/or any such third party (collectively known as “**Sub-Contractor**”).

**GPB Group regard the adherence to these principles as an important factor in its decision to enter or continue relationships with Vendor.**

Considering the above, in conducting any Business Transaction with any of the entities within GPB Group, the Vendor shall comply and shall ensure that any Sub-Contractor complies with the requirements set out in this Pledge. This Pledge applies to the Relevant Entity (as hereinafter defined), on behalf of GPB Group, with the Vendor and the declarations made herein shall be binding on the Vendor for purposes of all dealings with GPB Group and shall be enforceable by the Relevant Entity and/or GPB Group.

### B. DEFINITIONS

“**gratification**” shall have the same meaning as in the MACC Act.

“**Laws**” means within the territory of Malaysia, any law (including the MACCA) and includes its subsidiary legislation, guidelines, orders, and any amendments, supplemental or re-enactment.

“**MACCA**” means the Malaysian Anti-Corruption Commission Act 2009 and includes its subsidiary legislation, guidelines and any amendments, supplemental or re-enactment.

“**relative**” shall have the same meaning as in the MACCA.

“**Relevant Entity**” means a subsidiary or entity within GPB Group with which the Vendor, for the time being, has a potential or an ongoing Business Transaction with.

### C. DECLARATION AND PLEDGE BY VENDOR

In entering into any Business Transaction with the Relevant Entity, the Vendor: -

**1. DECLARES THAT:**

- a) all individuals representing the Vendor including its officers, directors, employees, and representatives of the Vendor are carrying out business activities, including the Business Transaction, in compliance with the Laws;
- b) none of the individuals representing the Vendor including its officers, directors, employees, and representatives of the Vendor have been convicted nor are subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of actual or suspected breach of the Laws, and where applicable, Vendor will inform the Relevant Entity of any actual or suspected breach of the Laws as soon as reasonably practicable and to the extent permitted by the Laws;
- c) the Vendor, including and its officers, directors, employees, and representatives of the Vendor did not, either directly or indirectly, promise, offer, or give any gratification or an improper advantage (whether financial or otherwise) to any person in GPB Group or any other person representing GPB Group as an inducement, incentive, reward, gift, or bonus for being selected for the Business Transaction and/or any purposes connected thereto;
- d) the Vendor, including its officers, directors, employees, and representatives of the Vendor have read and understood GPB's Anti-Corruption Manual, Code of Ethics, Lists of Do's and Don'ts and any other applicable policies and guidelines made available in GPB's official website (hereinafter referred to as "**Policies**") relating to ethical and honest business conducts and hereby acknowledge and understand that the Policies may be revised and updated from time to time by GPB; and
- e) the Vendor shall comply with, and the Vendor undertakes to procure compliance of all its officers, directors, employees, representatives and the Sub-Contractor with the requirements and provisions set out in the Policies that are in effect from time to time.

**2. UNDERTAKES THAT THE VENDOR SHALL: -**

- a) act ethically, honestly and fairly at all times;
- b) provide GPB Group with true and accurate information at all times;
- c) strictly comply with the Laws;
- d) comply with GPB Group's position on anti-corruption, along with the requirements and provisions of the Policies;
- e) not offer or provide, directly or indirectly (whether through any intermediaries or otherwise), any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of GPB Group or any other persons, for the purpose of improperly influencing any business decision or for the purpose of obtaining any advantage in its conduct of business with GPB Group;
- f) not solicit or accept, directly or indirectly (whether through any intermediaries or otherwise), any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any

material or immaterial benefit or other gratification, commission, fee, brokerage or inducement from an employee, director or other representative of GPB Group or any other persons, for the purpose of being improperly influenced in making any business decision or for the purpose of conferring any advantage in its conduct of business with GPB Group;

- g) not offer or provide any gratification to any public official, either in Malaysia or any other country, that may violate the Laws or any anti-corruption legislation outside Malaysia for whatsoever reason;
- h) not use improperly, for purposes of competition or personal gain of its officers, directors, employees, representatives, Sub-Contractor and/or any person acting on behalf of the Vendor, or pass on to others, any information which may reasonably be regarded as confidential and is provided by GPB Group as part of the business relationship, including but not limited to information contained in plans, technical proposals, business details and communications between the parties;
- i) take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of GPB Group;
- j) inform the Relevant Entity as soon as reasonably practicable if in the course of the dealing with the Relevant Entity, the Vendor becomes aware that any of the Vendor's officers, directors, employees, representatives, the Sub-Contractor and/or any person acting on behalf of the Vendor, whether directly or indirectly, is a relative of any employees or officers or directors of GPB Group, or alternatively, that any employees or officers or directors of GPB Group or their relative has any interest, financial or otherwise, in the Vendor;
- k) ensure that none of its officers, directors, employees, representatives as well as the Sub-Contractor and/or any person acting on behalf of the Vendor lend to or borrow from or enter into any monetary dealings or transactions, whether directly or indirectly, with any employees or officers or directors of GPB Group;
- l) ensure that its officers, directors, employees, representatives as well as the Sub-Contractor and/or any person acting on behalf of the Vendor when dealing with the Relevant Entity, or acting on behalf of the Relevant Entity in servicing the Business Transaction, are informed of and at all times, comply with the provisions of this Pledge; and
- m) immediately notify the Relevant Entity in writing, if the Vendor becomes aware of any breach of these provisions, or if there is reason to be suspicious that these provisions may have been breached.

### **3. AGREES THAT:**

- a) where GPB Group has reasonable concerns regarding behaviour involving gratification on the part of the Vendor, its officers, directors, employees, representatives, Sub-Contractor and/or any person acting on behalf of the Vendor, GPB Group shall have the right to:
  - (i) direct the Vendor to investigate the matter, and the Vendor shall carry out such investigations in the manner as directed by GPB Group; and/or
  - (ii) conduct its own investigation into the matter, and the Vendor shall provide and shall procure its officers, directors, employees, representatives, the Sub-Contractor and/or any person acting on behalf of the Vendor to provide, all reasonable

assistance, information and documentation to GPB Group for purposes of facilitating such investigation.

- b) without prejudice to any other rights of the Relevant Entity, if any of the Vendor's officers, directors, employees, representatives, the Sub-Contractor and/or any person acting on behalf of the Vendor is found to have breached the provisions of this Pledge or is convicted by a court of law for corrupt practices, unfair means and/or illegal activities for whatsoever reasons, the Relevant Entity shall be entitled to terminate the Business Transaction with the Vendor at any time, by giving immediate written notice to that effect to the Vendor.
- c) the Vendor and its officers, directors, employees, and representatives shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Relevant Entity arising from termination of the Business Transaction.
- d) the Vendor and its officers, directors, employees, and representatives shall not be entitled to make any claims against the Relevant Entity for any form of losses including loss of profit, damages, claims or other items whatsoever, upon termination of the Business Transaction.