



IJN VENDOR INTEGRITY PLEDGE

BETWEEN

INSTITUT JANTUNG NEGARA SDN BHD (Registration No.: 199201014291(245794-V) / **IJN HOLDINGS SDN BHD** (Registration No.: 200501008907 (685954-A) of 145, Jalan Tun Razak, 50400 Kuala Lumpur (“hereinafter referred to as “**IJN**”) of the one part;

AND

..... (Registration No.:) (The Company),
having its registered address at
 (“Vendor/Consultant/Tenant”) of the other part.

(Each, a “Party” or collectively “the Parties”)

WHEREAS the Parties attached great importance in complying with relevant anti-bribery laws and regulations and hereby agree to enter into this pre-contract agreement (hereinafter referred to as “**IJN Integrity Pledge**”) to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Business Transactions¹ whilst IJN Vendor/Consultant/Tenant still active in business with the IJN.

WHEREAS IJN Integrity Pledge will be part of the tender (or any other procurement method) document, which shall be signed and submitted along with the said document failing which the IJN Vendor/Consultant/Tenant shall be disqualified and the submitted proposal shall be rejected by the IJN.

NOW THEREFORE the Parties hereto agree to enter into this Integrity Pact and agree as follows:

ARTICLE 1 PURPOSE

In the implementation and execution of the tender/contract between the IJN and the IJN Vendor/Consultant/Tenant, Parties agree to introduce appropriate measures necessary from time to time, to assist either Party in creating awareness amongst their employees and agents in their efforts to comply with anti-bribery laws and legislation. The measures that the Parties will take include the following:

- (a) to introduce programs to create awareness on the offences of corruption and bribery.
- (b) to promote awareness within each Party’s organization on the offences of corruption and bribery preferably in collaboration with but not limited to the Malaysian Anti-Corruption Commission (“MACC”), Malaysian Institute of Integrity, National Anti-Corruption Plan, etc.

¹ This includes Tenders, Quotations, Contracts, Letter of Awards and Purchase Orders.

- (c) to introduce compliance and/or awareness programs in respect of the relevant code of conduct/code of business ethics or other similar guidelines and/or procedures applicable within the Parties' organization rejecting the use of bribes and other unethical behavior in discharging their responsibilities during the Business Transactions.
- (d) to establish an independent monitoring system.
- (e) to impress the importance of disclosure of interest and/or conflict of interest among the Parties employees irrespective of rank.
- (f) to place procedures on the prevention of corrupt practices by the Parties' employees or agents as and when the circumstance requires and with each Party's concurrence.

ARTICLE 2 COMMITMENT OF PARTIES

The Parties hereby confirm the Company and its Personnel² have read and fully understood the contents of **IJN's Vendor Ethics ("VE")** and hereby acknowledge that:

- (a) the VE is attached as Appendix 1, which shall form part of the Agreement and therefore is legally binding on the Company and/or its Personnel. The VE may be amended by IJN from time to time as may be notified to the Company by IJN; and
- (b) Applicable laws and regulations relating to anti-corruption/bribery, anti-money laundering, anti-terrorism financing and fraud.

(all these shall be collectively referred to as "Requirements")

The Parties hereby commit and declare that the Parties and/or their respective employees and agents have not and shall not offer or give bribes to any director, employee, agent, contractor, subcontractor and/or representative of the either Party as gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] (hereinafter referred to as "the Act") in the execution of the tender/contract.

The Parties also hereby commit that the Parties have not been convicted nor are the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities in relation of any actual or suspected breach of the Requirements and during the course of business transaction* and/or collaboration* with IJN, we will notify any actual or suspected breach of the Requirements as soon as reasonably practicable and to the extent permitted by law, to IJN.

For the purpose of transparency, the Parties shall disclose to each other any payments that has been made, is being made and intended to be made to agents, brokers or any other intermediaries in connection with the execution of the tender/contract.

The IJN Vendor/Consultant/Tenant shall keep confidential all proprietary information and documentations relating to the tender (or any other procurement process) and/or contract in strictest confidence and under no circumstances, would the details or information related to the tender (or any other procurement process) and/or contract to be discussed or disclosed with or

² This includes any individual person employed under a contract of service or apprenticeship, including agent, contractor, subcontractor, consultant or sub-consultant or any other person appointed by the Company in any capacity to perform any part of the Services under the Agreement.

any third party that has no relation with the purported tender (or any other procurement process) and/or contract.

In relation to conflict of interest;

- (a) I or any of the Company's Personnel¹ shall at all material times execute our responsibilities honestly and fairly in the best interests of IJN and shall exercise reasonable care to avoid any situations of potential and/or actual conflict of interests;
- (b) Promptly inform IJN in writing of a situation of actual and/or potential conflict of interest; and
- (c) I or any of the Company's Personnel¹ shall declare any relationship of my relative(s) as defined under the Act related to IJN.

If any, please state the name of the person(s): _____

ARTICLE 3 PENALTY

The Parties hereby agree that in the event that there is evidence, of the Parties' employees or agents attempting to seek bribe or be involved in corrupt practices during the execution of the tender/contract, the Parties will promptly take appropriate action not limited to disciplinary action and inform the other Party on such action taken.

The Parties hereby agree that in the event that IJN Vendor/Consultant/Tenant, through its employees or agents, commit or attempt to commit an act of bribery or otherwise engage in or attempt to engage in corrupt practices during the Business Transactions, IJN Vendor/Consultant/Tenant agree that the following actions may be taken by IJN after due inquiry or investigation:

- a) Denial or loss of contract (including the termination of any awarded contract).
- b) Forfeiture of the bidding security and/or performance bond.
- c) Claim for loss and damages incurred by IJN.
- d) Suspension as IJN Vendor/Consultant/Tenant for an appropriate period of time and/or blacklisted from future registration.
- e) Disqualification from the current tender.
- f) Exclusion from participating in future tenders.

Any other consequence management actions according to IJN rules and regulations then in force.

**ARTICLE 4
INTEGRITY PLEDGE DURATION**

- (a) This IJN Integrity Pledge shall become effective and binding on the Parties from the date of its signing and shall continue to be valid until the IJN Vendor/Consultant/Tenant ceased to be IJN Vendor/Consultant/Tenant.

**ARTICLE 5
WHISTLEBLOWING CHANNEL**

- (a) Notwithstanding Article 3, the Parties in its effort to enhance and strengthen high ethics and integrity practices may opt to channel concerns about illegal, unethical, improper business conduct affecting them through any whistleblowing channel not limited to:

- i. IJN Whistleblowing Channel, as specified below:

IJN Integrity & Governance Unit (IGU)	
Whistleblowing E-Form Via IJN Website	https://www.ijn.com.my/whistleblower-report-form/
Telephone	+603-2639 6201 / 6208 / 6209
Email	IGUunit@ijn.com.my
Mail & Meet Up	Head of Audit, Risk & Compliance Division
Written Official Report	IJN Top Management (3C's) and Board of Directors

or

- ii. Lodge a report to the MACC's office or at the nearest police station;

or

- iii. Any whistleblowing channel that is available to the affected Party.

- (b) Either Party is not required to prove the cases but rather to provide sufficient information in order for appropriate steps to be taken by the other Party.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

- (a) This IJN Integrity Pledge is subject to the laws of Malaysia and nothing contained herein is intended or shall be construed to limit the right of any aggrieved Party from pursuing any legal remedy or claim against the other Party in Malaysia.

- (b) Notwithstanding Article 5(a) above and as far as legally permissible, nothing contained in this IJN Integrity Pledge is intended to deprive or limit any Party from negotiating any peaceful settlement in connection with the penalty imposed or to be imposed under Article 3 or in respect of any claim by one Party against the other. In this regard, both Parties will, wherever possible, work cooperatively together to arrive to an amicable resolution provided that either Party may by written notice withdraw from such negotiation in the event that no amicable resolution is achieved within a period of thirty (30) days.

- (c) Changes and supplements as well as termination notices need to be made in writing and duly signed by the Parties.
- (d) Should one or several provisions of this IJN Integrity Pledge becomes invalid, the remainder of its provisions shall remain valid. In this case, the Parties will expeditiously come to an agreement closest to their original intentions. If the provisions in this IJN Integrity Pledge is inconsistent with the integrity related provisions in any definitive agreement and/or contract between the Parties, the provision herein shall prevail.
- (e) If the IJN Vendor/Consultant/Tenant is a partnership or a consortium, the IJN Integrity Pledge must be signed by all partners or consortium members.

IN WITNESS WHERE OF the Parties hereby represent that the signatory to this IJN Integrity Pledge is fully authorized to sign on this IJN Integrity Pledge on each Party's behalf and further, the Parties hereto have hereunto set their hands the day and year first above written.

For and on behalf of IJN:

For and on behalf of the
[IJN Vendor/Consultant/Tenant]:

Name :
Designation :
Date :

Name :
Designation :
Date :

in the presence of:

in the presence of:

Name :
Designation :
Date :

Name :
Designation :
Date :