

APPENDIX 4

DECLARATION OF INTEGRITY TO SHARIKAT PERMODALAN KEBANGSAAN BERHAD

1. This declaration of integrity is made to Sharikat Permodalan Kebangsaan Berhad ("SPKB") pursuant to [Title of Agreement] signed between [Name of Vendor] and SPKB on [Date of Agreement].
2. [Name of Party] declare that it has read and fully understood the contents of the Code of Conduct by SPKB and acknowledge that:
 - (a) The Code of Conduct forms part of the Agreement and is binding on the Group and/or its personnel; and
 - (b) The Code of Conduct may be amended by SPKB from time to time as may be notified to the Group by SPKB.
3. In line with the agreement and the Code of Conduct, the [Name of Vendor] declares that [Name of Vendor] and its representatives shall:
 - (a) comply with relevant laws, rules and regulations as well as SPKB's policies, internal procedures before, during and after the duration of the agreement;
 - (b) exercise reasonable due diligence and care to avoid any situations of potential and/ or actual conflicts of interests;
 - (c) not gain preferential treatment or improper advantage in their relationship with SPKB's employees including key management personnel and members of the Board;
 - (d) inform SPKB of the Vendor's relationship with SPKB's employees (including key management personnel and members of the Board), upon having knowledge of existence of any relationship which may influence the objectivity of the Vendor's business conduct with SPKB;
 - (e) promptly inform SPKB in writing of an actual or potential conflict of interest situation;
 - (f) operate in a professional manner in the course of its dealings with SPKB and while on SPKB's premise; and
 - (g) comply with SPKB's security policies and procedures while providing services at SPKB's premises.
 - (h) not make any misrepresentation of its capabilities in order to gain SPKB's procurement or during its delivery of goods and services to SPKB.
4. The Vendor shall promptly inform SPKB of any breach or alleged or suspected breach of the agreement, including the Code of Conduct and cooperate with SPKB in any investigation of such breach involving the Vendor's representatives or SPKB's employees.
5. The Vendor acknowledges that SPKB has the right to suspend or terminate the agreement and disqualify the Group from participating in any procurement exercise if the Group is found to have breached any requirements in the agreement, Code of Conduct or any other terms and conditions imposed pursuant to the agreement.
6. In the event that I/we and/or any other individuals who are representing [Name of Vendor] are found to have breached the obligations under this declaration, I/we agree that SPKB may take any action as it deems fit, including but not limited to:
 - (a) Suspension or Termination of contract;
 - (b) Cancellation of offer;

- (c) Requiring substitution of any representative who breaches the Code of Conduct or acting inconsistent with the Code of Conduct by the Vendor; or
 - (d) Deduction of any amount of money paid or promised to be paid;
 - (e) Blacklisted from dealing with SPKB;
 - (f) To hold the Vendor, and/or the Party concerned liable and claim for any resulting damages caused by my/our breach of the Code of Conduct,
7. If there are any individuals, including any employee of SPKB who solicit, receive or agree to receive any gratification of any kind whatsoever for himself or for other persons on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, [Name of Vendor] shall raise this matter to the Integrity Officer of SPKB or via email to ethics@spkb.net.
8. [Name of Vendor] acknowledges that the obligations in this declaration shall commence throughout the procurement exercise and survive throughout the agreement, including its termination and expiration.

Acknowledgment of acceptance by:

Name of Company Representative:

NRIC:

Signature:

Date:

Witness:

Designation:

Signature:

Date: