

VENDOR INTEGRITY PLEDGE (VIP)

Our company, _____ (Company Name) bearing Registration Number _____ (ROC – Registration of Company / ROB – Registration of Business / Others), (hereinafter “Vendor” which includes its directors, officers and employees who intend to conduct Business Transaction (s)* with the Johor Plantations Group Berhad Companies (JPG) hereby:

1. PLEDGES AND UNDERTAKES THAT:

a. We have read and understood, and shall comply with:

(i) the Vendor Code of Business Ethics (VCOBE);

The VCOBE is attached as **Appendix 1**, which outlines the standards of behavior required from the Vendor relating to:

- (a) Labour & Human Rights;
- (b) Environment, Safety & Health;
- (c) Ethics & Management Practices; and
- (d) Obligation to Report Bribery Transactions.

(ii) all applicable laws, rules and regulations relating to anti-bribery, fraud and corruption; and the following anti-corruption principles:

- (a) Committing to promote values of integrity, transparency, accountability and good corporate governance;
- (b) Strengthening internal systems that support corruption prevention;
- (c) Fighting any form of corrupt practice; and
- (d) Supporting corruption prevention initiatives by the Government and the local authorities;

(collectively, “The Requirements”).

b. We will ensure our subsidiaries, affiliates and all other parties that we appoint to conduct work for JPG 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 to The Requirements and will report any actual or suspected breach to The Requirements as soon as reasonably practicable and to the extent permitted by law, to JPG.



2. AGREES THAT:

In the event that the Vendor, its directors, officers, employees and / or agents are in breach of any of the above sections, the following actions may be taken by JPG:

- (i) Immediate revocation of the contract award for the Business Transaction(s) without any liability whatsoever on the part of JPG to the Vendor and/or its directors, officers or employees; and/or
- (ii) Immediate termination of the contract for the Business Transaction(s) without any liability whatsoever on the part of JPG to the Vendor and/or its directors, officers or employees.

Without prejudice to any other rights or remedies JPG may have or any other appropriate action which JPG may seek under the term of the applicable tender/contract or applicable laws and regulations.

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 VIP or VCOBE, the Vendor will report such act to JPG as soon as reasonably practicable.

For and on behalf of the Vendor,

Yours sincerely,

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(Signature)

Name of Company Director / Owner / Authorized Signatory:

Identify Card / Passport No.:

Position:

Company Stamp:

Date:

*Note: *Business Transaction(s) is (are) defined as Tenders, Quotations, Contracts and Work, Letter of Awards and Purchase Orders / Engagement Letters or any official document to the similar effect.*