ANTI-BRIBERY AND CORRUPTION FORM (NON-INDIVIDUAL)

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| We hereby acknowledge that AmBank Group[[1]](#footnote-1) has zero tolerance towards all forms of bribery and corruption. We further undertake to AmBank Group that we shall not directly or indirectly offer, promise, request from and/or authorize any form of improper payments, financial benefits, rewards or any valuable consideration (“Gratifications”) to or from any of the AmBank Group’s directors, officers, employees, representatives, agents or other persons associated with or controlled by or acting on behalf of any of them (the “Agents”) from any of our directors, employees or their family members or any parties acting for or representing us in exchange for business favors, information, favorable treatment, improper benefits or advantage or inducement to do or not to do something.  We shall undertake to immediately notify AmBank Group of any attempt by any parties to solicit or to give any Gratifications or solicit or give any advantage (financial or otherwise) to or from AmBank Group and the Agents. In furtherance to the above, we agree and undertake that:-   1. We have read, understood and shall fully comply with AmBank Group’s Anti-Bribery and Corrupt Practices Policy (“ABCP Policy”) and shall promptly notify AmBank Group of any breach and/or suspected breach of the ABCP Policy. The ABCP Policy is available at <https://www.ambankgroup.com/eng/Pages/AntiBriberyCorruptPracticesPolicy.aspx>; 2. Pursuant to the ABCP Policy, we shall cause or procure each of our authorized signatories to fully execute the Bank’s anti-bribery and corruption declaration form as enclosed in the Appendix, and return the duly executed copy(ies) to AmBank Group for record; 3. We shall strictly comply with current laws and regulations in Malaysia relating to anti-bribery or anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 including all its amendments acts (“MACCA”) and shall have in place the necessary adequate procedures for meeting the standards and requirements in accordance with the MACCA; and 4. Notwithstanding anything stated herein, if at any time we and our directors, employees, subcontractors, agents or other third parties acting for or representing us are involved in the transaction contemplated in this matter breach this clause and/or are being investigated for bribery or corruption, AmBank Group shall be entitled to terminate any and/or all agreement(s) made between AmBank Group and us with immediate effect without any liability with written notice to us. When this happens, we shall be liable to fully indemnify and hold AmBank Group and/or any of the Agents harmless from and against any and all claims, losses, liabilities, damages, penalties, costs and expenses howsoever arising as a result thereto.   Acknowledgement and acceptance by:  (Authorised signatories and company official rubberstamp)  Name:  Designation:  NRIC No / Passport No:  Date:  *(The remainder of this page is intentionally left bank)* |

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| **APPENDIX – DECLARATION**  This Declaration is made to AmBank Group pursuant to the provision of products and/or services or the negotiation thereof (the ‘Agreement’) between AmBank Group and …………………………………………………………………… (Registration No.: ………………………………….) (the ‘Company’).  I, ……………………………………………….…. (NRIC No. ………………………………), as the authorized representative of the Company hereby confirm and declare the following:-  1. The Company and its employees have read and fully understood the provisions of the AmBank Group Anti-Bribery and Corrupt Practices Policy (the ‘ABCP Policy’) and hereby agree that the ABCP Policy:-   |  |  | | --- | --- | |  |  |   (a) will form an integral part of the Agreement and therefore shall be legally binding on the Company and its employees; and  (b) may be amended by the AmBank Group from time to time as may be notified to the Company by the AmBank Group and such amendments shall be deemed to become effective as at the date stated in the notification.  2. In line with the terms and requirements of the Agreement and the ABCP Policy, the Company and its employees shall and at all times, will:-  (a) fully comply with all applicable laws, regulations, guidelines, codes, requirements and sanctions relating to anti-bribery and anti-corruption;  (b) fully comply and adhere to the requirements and provisions in the ABCP Policy and other applicable AmBank Group policies and internal procedures (as amended from time to time) during the duration of the Agreement;  (c) exercise reasonable care and due diligence to avoid any situations of potential and/ or actual conflict of interests;  (d) promptly notify the AmBank Group in writing of a situation of actual and/ or potential conflict of interest;  (e) not gain improper advantage or preferential treatment in its relationship with the AmBank Group’s staff (including key management personnel) and board members;  (f) inform the AmBank Group of the Company’s relationship with AmBank Group’s staff (including key management personnel) and board members, upon having knowledge of the existence of any relationship, which may or could influence the objectivity of the Company’s business conduct with the AmBank Group;  (g) (if applicable) make a declaration of non-corrupt practices in relation to specified payments made by AmBank Group to the Company for the delivery of goods or services; and  (h) (if applicable) not misrepresent its capabilities and skills to gain procurement contract(s) from the AmBank Group or during its delivery of goods or services to the AmBank Group.  The Company undertakes to promptly notify the AmBank Group of any breach and/ or alleged and/ or suspected breach of the Agreement or the ABCP Policy and will to the best of its abilities, cooperate with the AmBank Group in any investigation of such breach involving AmBank Group’s staff or the Company’s employees.  The Company hereby acknowledges and agrees that the AmBank Group shall reserve the right to suspend and/ or terminate the Agreement without prior notice and to further disqualify the Company from entering into any future business relationship with the AmBank Group and/or tendering for future contracts to the AmBank Group if the Company is or has been found to have violated any of the declarations stipulated herein or has breached any terms in the Agreement.  The Company hereby further acknowledges and agrees that the terms of the Agreement shall prevail when there are conflicts between the Agreement and this declaration for the purpose of interpretation, application and enforcement of the terms of the Agreement.  Acknowledgement of acceptance to the Declaration by:  Signature Witness signatory  Name of the Company’s representative: Name:  Designation: NRIC:  Date: Date:   |  |  | | --- | --- | |  |  | |

1. “AmBank Group” means collectively all of the following entities: AMMB Holdings Berhad (Registration No: 199101012723 (223035-V)); and all the related corporations and associate corporations of AMMB Holdings Berhad [↑](#footnote-ref-1)