

# INTEGRITY PLEDGE

(BUSINESS ASSOCIATES)

I/Our company,	NRIC/Registration. No.:
	(hereinafter referred to "I" for individuals, or "Company"
which includes	its director, officers and employees) intend to/will be/has entered into a Business
Transaction(s)*	with Kumpulan Fima Berhad and or its subsidiaries (collectively, "FIMA Group")
hereby:	

## 1. PLEDGE AND UNDERTAKE THAT:

- a) I/we have read and understood, agree, accept and shall:
  - comply with all applicable laws and regulations relating to anti-bribery, fraud and corruption as well as to all FIMA Group's policies including but not limited to Malaysian Sustainable Palm Oil Policy, standard of procedures and guidelines;
  - ii. comply with the following anti-corruption principles:
    - committing to promote values of integrity, transparency, accountability and good corporate governance;
    - b. Strengthening internal systems that support corruption prevention;
    - c. Prevention of corruption and fighting any form of corrupt practice; and
    - d. Supporting anti-corruption initiatives led by the government and the authorities; (hereinafter collectively referred to as the "Requirements")
- b) I/we shall discharge our duties and obligations in an ethical manner and with integrity and shall not offer, give, agrees to give, promises or offers to any FIMA Group's personnel or any other individuals any bribe, gift and/or gratification to influence the decision in favour of my/our Company for this provision.
- c) I/we will ensure our subsidiaries, affiliates and all other parties that we appoint to conduct work with FIMA Group also comply with the Requirements.

## 2. I/WE FURTHER DECLARE THAT:

- a) I/we have no knowledge of any improper or corrupt payments or other things of value and/or gratification offered, provided, promised or authorised, directly or indirectly, by our Company for the purposes of obtaining or retaining business or securing an improper business advantage with FIMA Group or any third party.
- b) I/we have no knowledge of any improper or corrupt payments or other things of value and/or gratification accepted, received, solicited or requested, directly or indirectly, by our Company for the purposes of obtaining or retaining business or securing an improper business advantage with FIMA Group or any third party.
- c) I/we have not been convicted nor are we subject to 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 FIMA Group.

- d) in the best of my/our knowledge and belief, there are no actual, potential, or perceived conflict of interest situations with FIMA Group or other stakeholders of the FIMA Group's businesses and that:
  - our shareholders/ directors/ personnel holding key management function and their close family members do not have any relationship with any employees of FIMA Group or members of the Board of Directors of FIMA Group; and
  - ii. I/we, including our shareholders/ directors/ personnel holding key management functions and their close family members do not have any interest that could be in conflict with my/our obligations with FIMA Group

I/we agree to immediately notify FIMA Group, as soon as practicable, on any emerging or new actual, potential, or perceived conflict of interest situations that arise.

## 3. I/WE FURTHER AGREE AND ACKNOWLEDGE THAT:

- a) if any information herein is found to be untrue, incomplete, or inaccurate, FIMA Group reserves the right to suspend (pending results of investigation) any service or Business Transaction\* or revoke or terminate such service or Business Transaction\* and/or reporting any instances of bribery to the relevant authorities. FIMA Group has the right to suspend or revoke or terminate such service or Business Transaction\* without any liability whatsoever on the part of FIMA Group and I/we may be disqualified from tendering for future contracts/jobs if I/we proven to have breached the Requirements or any other terms and conditions implemented by FIMA Group.
- b) I/We shall promptly inform FIMA Group of any breach and/or alleged/ suspected breach of the Requirements and cooperate with FIMA Group in any investigation of such breach involving any FIMA Group's employee.
- c) The provision set out in this declaration form shall form part of the terms and conditions of our Business Transaction\*.

I/We declare that all information provided herein is, to the best of my/our knowledge and belief, true, complete, and accurate.

Signature:	
Name:	
Identity Card/ Passport Number:	
Designation:	
Company Stamp:	
Date:	
Date.	

## Note:

- (a) "Business Associate" shall includes Service Provider (as defined in FIMA Group's Anti Bribery Policy) as well as FIMA Group's clients, users, suppliers, FIMA Group's joint-venture entities, joint-venture partners and business partners or any parties which intend to/will be/has entered into a Business Transaction(s)\* with FIMA Group.
- (b) "Business Transaction(s)" refers to any transactions contemplated entered/to be entered with FIMA Group company pursuant to any contracts, employment letter, letter of offer/award, letter of appointment, engagement letter, purchase order or any official document to the similar effect.
- (c) "Close Relationship" refers to any of the following situations:
  - (i) being a family member of the other person, where "family" shall have the definition provided in Bursa Malaysia Securities Berhad's Main Market Listing Requirements, i.e.
    - 1) spouse;
    - 2) parent;
    - 3) child including an adopted child and step-child;
    - 4) brother and sister; and
    - 5) spouse of the person referred to in 3) and 4) above.
  - (ii) being a director, major shareholder, partner, or a person with executive power of an entity or organisation;
  - (iii) being a family member of the person referred in (ii) above; and
  - (iv) being a person who is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions, or wishes of the other person.