

DECLARATION AND INTEGRITY PLEDGE (“DIP”)

1.0 Introduction

MISC Berhad and its group of companies (“**MISC**”) is committed to upholding the highest standards of ethical conduct, integrity and accountability in all business activities and operations. MISC expects Third Parties to adhere to the principles and standards set out in the MISC Code of Conduct and Business Ethics for Third Parties (“**MISC Third Party CoBE**”). This includes compliance with all applicable laws and regulations relating to business ethics, competition, export controls, economic sanctions, data protection, anti-money laundering, labour and human rights, health, safety, environment, and other relevant legal requirements. MISC seeks to ensure that all business relationships are conducted in an ethical, responsible, and transparent manner.

2.0 Declaration and Integrity Pledge

We, _____ (Company Name), bearing
Registration Number _____ (MOR/ PKK/ CIDB/ ROS/ ROC/ ROB/
Others), (hereinafter “Third Party” which includes its directors, officers and employees) who intends to conduct
Business Transaction(s)* or Collaborate* with MISC hereby:

2.1 PLEDGES AND UNDERTAKES THAT:

- a) We shall comply with all applicable laws, rules, orders, decrees or regulations relating to anti-bribery and corruption, anti-competition/anti-trust, export controls, economic sanctions, personal data protection, human rights, anti-money laundering, and occupational health, safety and environment, sustainable supply chain and other ethical behaviour in our business conduct. These specified areas of compliance are pertinent business requirements for legal and regulatory compliance (“**Compliance Requirements**”).
- b) MISC’s policies, procedures, standards and governance documents relating to anti-bribery and corruption, anti-competition/anti-trust, export controls, economic sanctions, personal data protection, human rights, anti-money laundering, and occupational health, safety and environment and sustainable supply chain are accessible at <https://www.miscgroup.com/about-us/compliance-and-business-ethics> and <https://www.miscgroup.com/sustainability/health-and-safety>, or as may be designed from time to time in our website <https://www.miscgroup.com> (collectively referred to as “**MISC Governance Documents**”). We hereby read, understood and agree to comply with such policies, procedures, standards and governance documents including MISC Third Party CoBE, which outlines the standards of behaviour, responsibility and obligation expected by MISC.



- c) To the extent that our organisation has equivalent policies, procedures, standards and governance documents to the MISC Governance Documents, we shall comply with our organisation's policies, procedures, standards and governance documents, which shall conform to the relevant applicable laws, rules orders, decrees or regulations relevant to the matter. Notwithstanding in the foregoing, we agree that in the event of any inconsistencies, the MISC Governance Documents shall prevail in governing our Business Transaction(s) or Collaboration with MISC to demonstrate the standards of behaviour, responsibility and obligation expected by MISC.
- d) The above para. 1 (b) and (c) may be amended in the provisions of the specific agreement(s) to be entered relating to the agreed purpose in the Business Transaction(s) or Collaboration with MISC.
- e) We will use our best endeavours to ensure our subsidiaries, affiliates and all other parties that we appoint (contractors, subcontractors, suppliers, agents, advisors and consultants or otherwise) relating to the Business Transaction(s) or Collaboration with MISC comply with all applicable laws, rules, orders, decrees or regulations relating to Compliance Requirements, MISC Governance Document and/or our equivalent documents, to the extent is relevant.
- f) At the date of this DIP, we are not the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach of the Compliance Requirements. In the event that we have been convicted of any breach of the Compliance Requirement by any courts, authorities and regulators under any applicable laws, rules and regulations, we shall declare and make known such conviction to MISC prior to entering any Business Transaction and Collaboration with MISC. During the course of Business Transaction and/or Collaboration with MISC, we will notify MISC as soon as reasonably practicable and to the extent permitted by law, of any actual or suspected breach of the Compliance Requirements.

2.2 AGREES THAT:

- a) If we, our subsidiaries, affiliates and all other parties involved in the Business Transaction(s) or Collaboration, are in breach of any of the above Compliance Requirement, MISC may, with immediate effect and without liability, withdraw from the Business Transaction(s) and/or Collaboration, revoke or terminate the contract, or terminate any related arrangements. This is without prejudice to any other rights or remedies that MISC may have or any other appropriate action which MISC may seek under the terms of the applicable contracts or laws and regulations.
- b) Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from us or any other person connected to us or all other parties that we appoint (contractors, subcontractors, suppliers, agents, advisors and consultants or otherwise) to conduct works or services for MISC either as an inducement or incentive or facilitation in connection to the Business Transaction(s) and/or Collaboration, or where we have reasonable grounds to suspect any breach of the obligations in this DIP, we shall notify such act to MISC as soon as reasonably practicable.

Signature

**Name of Company Director/
Authorised Representative**

Position

Date _____

[In the absence of the company director, the "DIP" is to be endorsed by an Authorised Representative of equivalent status]

Official stamp:

**Business Transaction(s) refers to transaction in the ordinary course of business between the parties, including but not limited to procurement, sale, or provision of goods and/or services. Such transactions are typically governed by specific terms and conditions but are not limited to tenders, quotations, contracts, letter of awards, letters of engagement, purchase orders, service orders etc.*
**Collaboration/Collaborate refers to strategic relationships between the parties established to unlock or enhance mutual value. This includes, but not limited to, joint ventures, cooperation, consortium, partnership, association, strategic alliances, syndicate, undertaking, commitment etc. on mutually agreed purpose(s).*