

FCN INTEGRITY PLEDGE

Between

FIBRECOMM NETWORK (M) SDN BHD (Company No. 199201009356 (240859-H)), having its principal place of business at Level 35, North Wing, Menara TM, Off Jalan Pantai Baharu, 59200 Kuala Lumpur, Malaysia (hereinafter referred to as “**FCN**”)

And

[Name of Company] (Company No.), having its registered address at..... (hereinafter referred to as “**FCN Business Partner**”)

(FCN and the FCN Business Partner are here-in-after referred to individually as “Party” or collectively as “Parties”).

WHEREAS the Parties attached great importance in complying with relevant anti-bribery laws and regulations and hereby agree to enter into this pre-contract agreement (hereinafter referred to as “FCN Integrity Pledge”) to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract executed whilst Business Partner still active in business with the FCN.

WHEREAS FCN Integrity Pledge will be part of the tender (or any other procurement method) document, which shall be signed and submitted along with the said document failing which the FCN Business Partner shall be disqualified and the submitted proposal shall be rejected by FCN.

NOW THEREFORE the Parties hereto agree to enter into this Integrity Pledge and agree as follows:

ARTICLE 1 PURPOSE

In the implementation and execution of the tender/contract between FCN and the FCN Business Partner, Parties agree to introduce appropriate measures necessary from time to time, to assist either Party in creating awareness amongst their employees and agents in their efforts to comply with anti-bribery laws and legislation. The measures that the Parties will take include the following:

- (a) to introduce programs to create awareness on the offences of corruption and bribery.
- (b) to promote awareness within each Party’s organization on the offences of corruption and bribery preferably in collaboration with but not limited to the Malaysian Anti-Corruption Commission (MACC), Malaysian Institute of Integrity, NKRA, PEMANDU etc.
- (c) to introduce compliance and/or awareness programs in respect of the relevant code of conduct/code of business ethics or other similar guidelines and/or procedures applicable within the Parties’ organization rejecting the

use of bribes and other unethical behavior in discharging their responsibilities in the execution of the contract.

- (d) to establish an independent monitoring system.
- (e) to impress the importance of disclosure of interest and/or conflict of interest among the Parties employees irrespective of rank.
- (f) to place procedures on the prevention of corrupt practices by the Parties' employees or agents as and when the circumstance requires and with each Party's concurrence.

Article 2 COMMITMENT OF PARTIES

The Parties hereby commit and declare that the Parties and/or their respective employees and agents have not and shall not offer or give bribes in the execution of the tender/contract.

For the purpose of transparency, the Parties shall disclose to each other any payments that has been made, is being made and intended to be made to agents, brokers or any other intermediaries in connection with the execution of the tender/contract.

The FCN Business Partner shall keep confidential all proprietary information and documentations relating to the tender (or any other procurement process) and/or contract in strictest confidence and under no circumstances, would the details or information related to the tender (or any other procurement process) and/or contract to be discussed or disclosed with or any third party that has no relation with the purported tender (or any other procurement process)/contract.

Article 3 PENALTY

The Parties hereby agree that in the event that there is valid evidence, of the Parties' employees or agents attempting to seek bribe or be involved in corrupt practices during the execution of the tender/contract, the Parties will promptly take appropriate action not limited to disciplinary action and inform the other Party and/or report the said action to MACC or any other relevant authority.

The Parties hereby agree that in the event that FCN Business Partner, through its employees or agents, commit or attempt to commit an act of bribery or otherwise engage in or attempt to engage in corrupt practices during the execution of the tender/contract, FCN Business Partner agree that the following actions may be taken by FCN after due inquiry or investigation:

- a) Denial or loss of contract (including the termination of any awarded contract);
- b) Forfeiture of the bidding security and/or performance bond;
- c) Claim for loss and damages incurred by FCN;
- d) Suspension as FCN Business Partner for an appropriate period of time and/or blacklisted from future registration;
- e) Disqualification from the current tender;
- f) Exclusion from participating in future tenders; and/or
- g) Any other consequence management actions according to FCN rules and regulations then in force.

ARTICLE 4 INTEGRITY PLEDGE DURATION

- (a) This FCN Integrity Pledge shall become effective and binding on the Parties from the date of its signing and shall continue to be valid until the FCN Business Partner ceased to be FCN Business Partner.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- (a) This FCN Integrity Pledge is subject to the laws of Malaysia and nothing contained herein is intended or shall be construed to limit the right of any aggrieved Party from pursuing any legal remedy or claim against the other Party in Malaysia.
- (b) Notwithstanding Article 5(a) above and as far as legally permissible, nothing contained in this FCN Integrity Pledge is intended to deprive or limit any Party from negotiating any peaceful settlement in connection with the penalty imposed or to be imposed under Article 3 or in respect of any claim by one Party against the other. In this regard, both Parties will, wherever possible, work cooperatively together to arrive to an amicable resolution provided that either Party may by written notice withdraw from such negotiation in the event that no amicable resolution is achieved within a period of thirty (30) days.
- (c) Changes and supplements as well as termination notices need to be made in writing and duly signed by the Parties.
- (d) Should one or several provisions of this FCN Integrity Pledge becomes invalid, the remainder of its provisions remain valid. In this case, the Parties will expeditiously come to an agreement closest to their original intentions. If the provisions in this FCN Integrity Pledge is inconsistent with the integrity related provisions in any definitive agreement /contract between the Parties, the provision herein shall prevail.
- (e) If the FCN Business Partner is a partnership or a consortium, the FCN Integrity Pledge must be signed by all partners or consortium members.

IN WITNESS WHEREOF the Parties hereby represent that the signatory to this FCN Integrity Pledge is fully authorised to sign on this FCN Integrity Pledge on each Party's behalf and further, the Parties hereto have hereunto set their hands the day and year first above written.

For and on behalf of FCN:

For and on behalf of the FCN Business Partner:

Name:
Designation:

Name:
Designation:

in the presence of:

in the presence of:

Name:
Designation:

Name:
Designation: