

Vendor Code of Conduct

This Code of Conduct sets the expectations of Agrobank on vendors to establish business relationship with Agrobank in a lawful and ethical manner with the highest standard of professional conduct.

This code shall apply to all vendors, contractors, consultants, service providers and personnel appointed by Agrobank to deliver the goods and services, including their employees, agents, suppliers and sub-contractors.

1. Definitions

- 1.1 In relation to the terms set out below ("Code of Conduct") the following words shall have the following meanings:
- (i) **Agrobank** means Bank Pertanian Malaysia Berhad;
 - (ii) **Contract** means an agreement relating to the supply of Goods and/or Services to Agrobank by the Vendor made pursuant to a purchase order and/or work order issued by Agrobank;
 - (iii) **Goods**, means the goods (including any installment of the goods or any part) which the Vendor is to supply in accordance with the Contract;
 - (iv) **Services** means include but are not limited to any Deliverables to be provided by the Vendor under the Contract as set out under the Purchase Order and/ or Work Order;
 - (v) **Vendor** means the organization or person who supplies goods and/or services to Agrobank and shall include its successor-in-title and permitted assign;

2. Procurement Integrity

- 2.1 Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of the Contract, having due regard for the nature and purposes of Agrobank as an organization, and to ensure that employees assigned to perform any work will conduct themselves in a manner consistent therewith.
- 2.2 Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under the Contract.
- 2.3 Vendor acknowledges that it is aware of and will comply with Agrobank's vendors' Code of Conduct contained herein, including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Agrobank's Vendor Code of Conduct"). Vendor warrants that Vendor and Vendor's employees, subcontractors and subcontractors' employees are in compliance with Agrobank's Vendor Code of Conduct; and

have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

- 2.4 Vendor and all subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all subcontractors by Agrobank are not used to finance, support or conduct terrorism.
- 2.5 Vendor and Vendor's employees, subcontractors and subcontractor's employees shall, during the term of this Agreement, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Agrobank under this Agreement.
- 2.6 Vendor warrants that no official of the Agrobank or its member received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this Agreement or the award thereof.
- 2.7 The remuneration of Vendor shall constitute the sole remuneration in connection with the Contract. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any subcontractors, and the employees, agents and representatives of Vendor and any subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Agrobank, of all fees, commissions, rebates, and discounts paid or received in connection with the Contract.
- 2.8 Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, subcontractors or subcontractors' employees have:
- (i) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing the Contract;
 - (ii) violated Agrobank's Vendor Code of Conduct;
 - (iii) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility;
 - (iv) used funds paid by Agrobank to Vendor or any subcontractors to finance, support or conduct terrorism; or
 - (v) an actual, potential or apparent conflict of interest

Vendor will disclose in writing, by providing written notice to Agrobank, of such violations, conduct, prohibited use of funds, or conflicts of interest.

- 2.9 Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor's employee in the terms and conditions of such employee's employment as are perusal for such employee's disclosing to Agrobank or other proper authority information relating to a violation of Agrobank's Vendor Code of Conduct or any substantial violation of law relating to the award or performance of the Contract.

3. Close Relatives And Former Agrobank's Staff

Vendor shall use its best efforts not to assign the Contract to any of Vendor's employees or its subcontractor's employees who are relatives of current Agrobank staff. For purposes of this clause, the term "relative" is defined as (including those related by adoption and/or step or half

relationship): spouse, parent, parent in law, child (including adopted child and stepchild) and the spouse of the child, brother, sister and their spouses. In the event Agrobank or Vendor discovers that any of Vendor's employees or its subcontractors' employees are relatives of a current member of the Agrobank staff, Agrobank may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Agrobank, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Agrobank for any actual direct costs incurred by Agrobank resulting from a knowing violation of this Clause. Vendor shall notify Agrobank of any of Vendor's employees or subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this Agreement that are former Agrobank staff members and shall warrant that said former Agrobank staff are not subject to any work restrictions by virtue of their former employment with the Agrobank.

4. Confidentiality

The Vendor shall not announce or disclose the existence of any contractual arrangement between the Vendor and Agrobank or its terms any information which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/ or proprietary in nature ("Confidential Information") unless specifically agreed by Agrobank in writing or as required by law. Any such announcement or disclosure by the Vendor shall in any event be made only after prior consultation with Agrobank and approval of Agrobank to the contents of the announcement or disclosure. The Vendor's attention is hereby drawn to the applicability of the Development Financial Institutions Act 2002 and the Personal Data Protection Act 2010, where applicable.

5. No Gift Policy

The Vendor, supplier or any other individual or organization shall not provide any kind of gift, to the employees of Agrobank, whether actual or potential, regardless of value.

6. Intellectual Property Rights

- 6.1 The Vendor hereby warrants that neither the sale nor the use of any Goods will infringe any Malaysian or foreign patent, trademark, registered design, or other industrial or intellectual property rights whether or not similar to any of the foregoing.
- 6.2 The Vendor shall indemnify Agrobank from all actions, costs, claims, demands, expenses and liabilities whatsoever arising from or resulting from any actual or alleged infringement as aforesaid in Clause 6.1 above, and at the cost and expense of the Vendor, the Vendor will defend any proceedings which may be brought in that connection. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against Agrobank for such alleged infringement. If Agrobank is prevented from using the Goods or Services provided hereunder, Vendor shall repurchase said items from Agrobank at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.

- 6.3 No Goods shall be manufactured, or sold or cause to be sold, by the Vendor in violation of any right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or of any charge, mortgage or lien.
- 6.4 The Vendor shall not use Agrobank's logo, pictures, images, graphic, trademark or trade name associated to Agrobank and make any reference to Agrobank (including but not limited to reference to Agrobank as the Vendor's client) in any of the Agrobank's proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining Agrobank's prior written consent.

7. Information Security Policy

Vendors using Agrobank systems (if relevant) or accessing Agrobank information, electronic or otherwise shall abide by all Agrobank policies and procedures in relation to information security policy for Vendors and shall ensure that all Vendors and those working by or through Vendor, including its employees and any subcontractors, comply with its provisions.

8. Anti-Corruption

- 8.1 Each Party hereby warrants that in undertaking its obligations under this Vendor Code of Conduct, it shall and shall procure or ensure that its employees, subcontractors, agents or other third parties who are performing services in connection with this Vendor Code of Conduct ("Related Parties") comply with all applicable anti-corruption laws and regulations, including the Malaysian Anti-Corruption Commission Act 2009 and the Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and any relevant anti-corruption policies and documents provided by one Party to the other.
- 8.2 Each Party further warrants that it and their Related Parties shall not cause the other Party to be in breach of any of the applicable anti-corruption laws and regulations.
- 8.3 In performing each Party's obligations under this Vendor Code of Conduct, both Parties hereby declare that they and their Related Parties have not solicited, given or received any offer, payment, promise to pay or authorization of the payment of any money or any offer, gift, financing, promise to give or authorization of the giving of anything of value, directly or indirectly:
- (a) to or for the use or benefit of any official or employee of any government, agency or any entity owned by such government or any political party, official or candidate;
 - (b) to improperly induce such persons to make any act or decision to help any of the Party obtain or retain business or otherwise gain an improper business advantage;
 - (c) to improperly induce such persons to approve, reimburse, prescribe or purchase any of the Party's service or product; or
 - (d) to influence the outcome of any project, or otherwise improperly to benefit any of the Party's business activities;

unless such offer, payment, gift, financing, promise or authorization is authorized by the written laws or regulations in Malaysia.

- 8.4 Each Party undertakes to report any violation of the terms under this Clause, either actual or suspected, to the non-defaulting Party immediately upon discovery. Both Parties agree that any such violation of this Clause by either Party or investigations conducted by the relevant authority due to such violation may be a ground for the other Party to terminate this Vendor Code of Conduct, without prejudice to the other Party's other rights and remedies under the law, by giving written notice to the defaulting Party with immediate effect.
- 8.5 Each Party shall, at no cost to the other Party, provide reasonable assistance (if necessary) to the other Party in respect of any queries from or investigations by the relevant law enforcement agencies.