

## **Vendor / Business Associates Declaration Policy**

### **VENDOR LETTER OF DECLARATION TO**

### **SELIA GROUP**

As part of our pledge to sustainable business practices, Selia Group and its group of companies are committed to conduct our business and operations in a way that is economically, environmentally and socially responsible.

We recognise and affirm our responsibility towards health & safety, environmental, social and economic performance and we expect our vendors and contractors to live by the same or equivalent principles in their own activities and in the management of their vendors and sub-contractors.

**Selia Group regards the adherence to these principles that support Selia Group's compliance with Malaysia Anti-Corruption Commission Act 2009 ("MACC Act") including Section 17A (Amended Section) of the MACC Act and the Guidelines on Adequate Procedures issued by the Prime Minister's office pursuant to Section 17A(5) of the MACC Act as an important factor in our decisions to enter into or continue relationships with vendors and contractors.**

In light of the above, we require a written confirmation from you that in doing business with Selia Group you will comply with the following requirements, and that you expect the same from your own vendors and contractors:

- Your products and services comply with applicable health, safety and environmental (HSE) regulations and meet the relevant HSE standards;
- You provide safe, secure and healthy working conditions to your employees;
- The laws in the countries in which you operate are observed and fundamental human rights are supported;
- Bribery, facilitation payments, gifts and any other form of unethical business practice which are intended to influence the business decision making processes is prohibited; and
- All your Business Transactions\* with Selia Group are accurately and completely recorded.

You are kindly requested to sign the declaration at the bottom of this letter and to return this letter to:

***(Selia Group Subsidiary Company's Name & Address)***

Please inform us if, for any reason, you are not able to sign the declaration, in which case we would like to discuss how we can ensure that the business between us does not breach the requirements above.

*\*Note: Business Transaction(s) is (are) defined as Quotations, Tenders, Purchase Orders, Letter of Awards and Contracts.*

1 DECLARES THAT:

(a) The Vendor and its directors, officers, employees, related parties and agents are in compliance with all applicable laws, statutes, regulations and codes including those relating to anti-bribery and corruption matters, as well as those relating to health, safety, environment and employees' working conditions (the **Relevant Laws**);

(b) From the Vendor's company records and publicly available information, neither the Vendor nor any of its directors, officers, employees, related parties or agents who may be involved in the Business Transaction(s) has been convicted of any offence involving bribery or corruption or fraud; nor, to the best of the Vendor's knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws; and

(c) The Vendor did not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any person in Selia Group or any other person representing Selia Group as an inducement, incentive, reward, gift or bonus for being selected for the Business Transaction(s).

2 UNDERTAKES THAT:

(a) The Vendor will not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any person in Selia Group or any other person representing Selia Group, as an inducement, incentive, reward, gift or bonus to be selected and/ or for any other purpose connected to the Business Transaction(s);

(b) The Vendor will not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any government official or private person so as to obtain or retain a business advantage on behalf of Selia Group during the carrying out of the Business Transaction(s); and

(c) The Vendor will conduct its business and operations in a manner that safeguards the safety and health of its employees, vendors, contractors and customers, and will take steps to protect the environment in compliance with all applicable environmental laws and regulations.

(d) The Vendor will maintain adequate internal controls and procedures to ensure that all transactions with Selia Group are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received

3 AGREES THAT:

(a) In the event that the Vendor, its directors, officers, employees, related parties or agents is in breach of any of the above declarations and undertakings, the following actions may be taken by Selia Group :

(i) Immediate revocation of the contract award for the Business Transaction(s) without any liability whatsoever on the part of Selia Group to the Vendor and/ or its directors, officers, employees, related parties or agents; and

(ii) Immediate termination of the contract for the Business Transaction(s) without any liability whatsoever on the part of Selia Group to the Vendor and/ or its directors, officers, employees, related parties or agents

without prejudice to any other rights or remedies Selia Group may have or any other appropriate action which Selia Group may seek under the terms of the applicable tender/contract or applicable laws and regulations; and

(b) Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other person connected to the Vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s) with Selia Group, or where the Vendor has reasonable grounds to suspect any breach of the obligations in this letter, the Vendor will immediately report such act to Selia Group whistleblowing channel as follows :

- Hotline – 03–78778469
- Email – [whistleblowing@seliagroup.com](mailto:whistleblowing@seliagroup.com)
- Fax – 03–78778417
- Regular Mail – B-05, Plaza Kelana Jaya, Jalan SS 7/13B, Kelana Jaya, 47301 Petaling Jaya, Selangor

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Authorised Signatory

Name : .....

I/C No. : .....

Designation: .....

Date : .....

Company Stamp : .....