



TM GROUP INTEGRITY PACT

**Telekom Malaysia Berhad
2025 Edition**

PREFACE

Unless the context otherwise requires and save as specifically defined in this booklet, i.e., TM Integrity Pact ("**Integrity Pact**"), abbreviations defined in TM Code of Conduct & Business Ethics version 5.0 1 January 2021 ("**Code/CBE**") shall have the same meanings when used in this Integrity Pact.

This Integrity Pact provides guidelines on the implementation and explains the various stages within the end-to-end TM Group's procurement processes and approaches to be taken when each and every TM Group Employees and Business Partners are required to adhere to and execute the relevant Integrity Pact and document within the stages specified.

The main objective of the Integrity Pact implementation is to enhance transparency, which shall indirectly reduce and eradicate corrupt practices. It is also hoped that with this initiative, all the Divisions and Subsidiaries in TM Group, including TM Employees, will be able to carry out the procurement activities in a more effective and efficient manner. The formulation of this Integrity Pact takes into consideration the current rules and procedures pertaining to TM procurement approach.

The Integrity Pledge signifies a collaborative mechanism in relation to private contracting that involves a signed contract between the parties doing business with TM, where the relevant parties, TM Employees and Business Partners commit to refrain from exercising any types of corrupt practices and enhance transparency and accountability, including but not limited to procurement processes. It also includes a commitment to avoid any conflict of interest and to disclose any actual, potential, or perceived interest that may affect or appear to affect objective decision-making.

Though the Head of Subsidiary, Division or Unit hold the main responsibility to ensure that the relevant TM Employees execute the Integrity Pledge as specified in the Integrity Pact, each TM Employee is equally responsible and accountable to ensure that the Integrity Pledge's execution is duly undertaken as required.

All TM Employees and Business Partners are expected to uphold the highest standards by committing to the Integrity Pledge and adhering to the terms of this Integrity Pact. Any failure to comply or breach may lead to appropriate measures, including contract termination, exclusion from future opportunities, disciplinary actions (including termination for employees), or legal remedies, in accordance with applicable laws and Company policies. This reinforces our shared commitment to transparency, integrity, and accountability.

TELEKOM MALAYSIA BERHAD

2025 Edition

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DEFINITION

“Applicable Laws”, “Business Partners”, “Competitors”, “Confidential Information”, “Customers”, “Directors”, “Employees”, “Information”, “Personal Data”, “Proprietary Information” and “TM Group” shall have the same meaning as assigned to them in the CBE.

Term	Meaning
Approval Committee	A party or committee who is authorized to decide and give the approval for the execution of specific item, which are governed by their terms of reference.
Evaluation Committee	Consists of Technical, Commercial & Overall which finalizing the technical requirements, commercial terms and endorse the award recommendation for further approval by Procurement Award Approval Authority.
Opening Committee	Responsible to ensure that all documents/packages are properly opened/ unboxed from the submitted proposals and are duly labelled according to the correct Tenderer/Proposer proposal.
Request for Proposal (RFP)	Formal invitation with basic requirement that requires suppliers to submit a proposal to provide a solution to fulfil the company's needs. RFP is suitable for use to explore potential solutions from suppliers when the specification is still unclear, or the nature of the purchase requires the company to seek solution-based submissions. The process can be applied for value above RM 1 million.
Request for Tender	Procurement method whereby a formal, structured invitation is issued to the suppliers to bid to supply goods/services/works applicable for value above RM 1 million.
Request for Quotation (RFQ)	Procuring goods/services/works through the request of Quotations from suppliers applicable for value below RM 1 million.
Sole/Single Sourcing	Sole sourcing takes place when only one (1) supplier for the required item is available, whereas with single sourcing, a particular supplier is purposefully chosen even when other suppliers are available.

Procurement Committee(s)	Including but not limited to the Chairman and Members/Alternate Members of the Opening Committees, Evaluation Committees, and Approval Committees.
Procurement Ethics	The document that outlines the principles, and addresses the fundamentals and the applicable code of conduct in TM procurement activities, and extends its reach to TM Group and Business Partners.
Transparency International	Means a non-governmental organisation, a global movement working in over one hundred (100) countries to end the injustice of corruption.

1.0 BACKGROUND OF THE INTEGRITY PACT IMPLEMENTATION IN TM GROUP

As outlined in the Preface, all TM Employees and Business Partners are expected to uphold their commitment and accountability under this Integrity Pact.

Integrity Pact is a concept introduced by Transparency International to assist governments, business institutions and public at large to curb corruption in the field of public contracting. The implementation of this Integrity Pact in TM is one of the directives by TM Directors and Management in order to enhance the integrity governance and practices in TM Group. This Integrity Pact complements TM's broader governance framework and reflects TM's commitment to uphold integrity, transparency, and ethical conduct throughout all procurement activities.

This Integrity Pact comprises of a set of declaration process to be undertaken by TM Employee(s) (particularly those involved in procurement activities), Procurement Committees and TM Business Partners.

Amongst others, the declaration provides that TM Business Partners are prohibited from offering any form of bribes as a mean to obtain a contract or to facilitate certain processes in TM. Whereas, TM Employees are strictly prohibited from accepting Gratification from TM Business Partners. In addition, TM Business Partners and TM Employee(s) are required to sign the Integrity Pledge as an undertaking that they will refrain themselves from getting involved in corrupt practices throughout the procurement processes. The Integrity Pact also underlines the measures and consequences that should be taken in the event that the Integrity Pact and/or Integrity Pledge is breached.

By formalizing these commitments through the Integrity Pledge, TM fosters a culture of responsibility and trust among Employees and Business Partners, ensuring everyone understands their role in preventing corruption.

The main objectives for the implementation of the Integrity Pact are as follows:

- (a) To prevent TM Employee(s), TM Business Partners, Procurement Committees, TM Directors and/or any other parties involved in the procurement exercise from accepting and/or offering Gratification/ bribe;
- (b) To require TM Employee(s), TM Business Partner, Procurement Committees, TM Board of Directors and/or any other parties involved in the procurement exercise to report any bribery and/or act of corruption to the relevant authorities;
- (c) To avoid any occurrence of conflict of interest, including relationships or interests in any competing business, and to disclose any personal or professional interests that may improperly influence, or appear to influence, decision-making and disclosing any personal or professional interests that may improperly influence decision-making;
- (d) To ensure that TM does not incur "unnecessary costs" in carrying out TM procurement activities; and

- (e) To prohibit unauthorized use of TM's assets, Proprietary Information, Information and Invention.

The Integrity Pact implementation is also intended to increase awareness among TM Employee(s), TM Director(s) and TM Business Partners on corruption offences with the aim of subsequently eradicating corrupt practices in TM Group such as:

- (a) Offering, giving, soliciting, requesting and/or receiving Gratification to or from TM Business Partners or any third parties that has dealings with TM. Gratification/ Bribes can be in form of money, gifts, donations, discounts, bonuses, jobs, service and/or favour as defined under *Section 3* of the MACC Act 2009;
- (b) Abuse of power by TM Employees and TM Directors in the selection process of TM Business Partner, companies and firms in which such TM Employee(s) and TM Director (s) have direct or indirect interest;
- (c) False claims/declarations by the representative(s) of TM Business Partners, TM Directors and/or TM Employee(s);
- (d) Forgeries of information, documents and records to influence evaluation process and procurement decisions;
- (e) Conspiracy among individuals, TM Business Partners, TM Directors and TM Employees to obtain TM procurement award; and
- (f) Failure to disclose actual, potential, or perceived conflict of interest situations, including involvement in or connection with competing businesses, which may compromise the independence or objectivity of TM Employee(s), TM Director(s), or TM Business Partners in TM's procurement processes.

The Integrity Pact implementation is also in line with Code/CBE Chapter 5 provides that procurement decisions must be made based solely on TM's best interest, product or service suitability, price delivery and quality. In addition, it specifies that:

"All participants in the procurement processes need to uphold the basic principles of trust, honesty, fairness and transparent behavior in business dealings."

These measures, together with the Integrity Pact, aim to build confidence among all stakeholders and support TM's objective of maintaining the highest standards of corporate governance and compliance.

TM Employees are responsible to lodge a report on any corrupt practices through the Ethics Line as follows:

TM Ethics Line

Toll Free : 1-800-88-2377 (Malaysia Only)

Email: ethic@tm.com.my

TM Business Partner(s) is also encouraged to lodge a report through TM Ethics Line.

The Procurement Ethics provides specific and precise policy on corruption and conflicts of interest which shall be read together with the Integrity Pact.

2.0 STAGES AND WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION FOR TM EMPLOYEES

Stage	Work Process
Stage 1 <i>Upon reporting for duty</i>	New TM Employees shall be required to execute Integrity Pledge By TM Employee as per APPENDIX A . This Integrity Pledge is to be executed upon the new TM Employee reports for duty or assumes the duties and must be recorded as part of the new TM employee's profile.
Stage 2 <i>Annual Declaration via online system or portal</i>	Every TM Employee(s) shall on annual basis make a declaration as per APPENDIX A .

3.0 WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION FOR MEMBERS OF PROCUREMENT COMMITTEES

Stage	Work Process
Stage 1 <i>Upon appointment as Procurement Committee</i>	<p>Every individual appointed as Chairman, Member or Alternate Member to the Procurement Committee shall execute an Integrity Pledge By Members Of Procurement Committees as per APPENDIX B upon appointment as Procurement Committee.</p> <p>Secretariat of the respective Procurement Committee shall ensure that all its committee members execute APPENDIX B before assuming duties or engaging in procurement activities.</p> <p>A copy of the executed Integrity Pledge is to be kept by the secretariat of the respective Procurement Committee.</p> <p>If there is any potential Conflict of Interest or COI that may arise, the member of the Procurement Committee shall immediately declare and abstain himself/herself from participating in the procurement exercise in whatsoever manner until and unless decision has been made by the Chief Procurement Officer (“CPO”) /chairman of the Procurement Committee upon being satisfied that such member is clear from the potential conflict. In the event of actual conflict of interest, such member shall be removed from participating in the relevant procurement exercise.</p>

4.0 WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION FOR TM BUSINESS PARTNERS

Work Process
<u>Upon appointment and renewal as TM Registered Business Partner</u> Companies applying to be TM Business Partners are required to execute the Integrity Pledge by TM Business Partner in the format as per APPENDIX C , which is a mandatory document for the application.
<u>Upon submission of RFP and/or Tender and/or RFQ and/or Sole/Single Sourcing</u> TM Business Partners participating in RFP and/or Tender and/or RFQ and/or Sole/Single Sourcing are required to reaffirm the Integrity Pledge as per Appendix C.

5.0 APPENDICES

5.1 INTEGRITY PLEDGE BY TM GROUP EMPLOYEE

(UPON REPORTING FOR DUTY AND ANNUALLY VIA ONLINE SYSTEM OR PORTAL)

1. I, _____ / Staff No. _____ NRIC No. _____(name of Division) / hereby declare and undertake as follows:

- (a) I have read, understood and shall comply with the TM Code of Conduct & Business Ethics ("**CBE**"), Anti-Corruption Guide ("**ACG**"), Integrity Pact ("**IP**") and Procurement Ethics ("**PE**") which documents are all publicly available at TM website. I understand that all capitalized words in bold used herein shall have the meanings hereby respectively assigned to them per the CBE;
- (b) In the course of my employment, I shall not directly or indirectly solicit, receive or obtain or agree to receive or obtain for myself or for any other person any money, goods or service(s) or any **Gratification** as defined under the **MACC Act 2009** as a consideration or reward for any decision, opinion, recommendation, vote or other favors given;
- (c) Shall not collude with any bidder(s), **Business Partners** or any other individual(s), in any type of practices including but not limited to "bid rigging" and corruptly procuring withdrawal of tender/quotation that may affect the transparency and fairness during any sales and/or procurement process or activities and during the contract implementation period;
- (d) Agree to keep confidential all **Proprietary Information** and documentations relating to sales and/or procurement process or activities in strictest confidence and hereby covenant to take all reasonable measures to protect the secrecy of and avoid disclosure or use of such **Proprietary Information** and/or documents to any unauthorized party;
- (e) Agree that any business decisions and actions that I am dealing with, shall be based on the best interest of TM and shall not be motivated by personal interest, considerations or relationships. My relationships with prospective or existing **Business Partner(s)** or regulators shall not affect my independent and sound judgment on behalf of TM;
- (f) I hereby declare that I shall promptly disclose to the Chief Procurement Officer (CPO) or relevant authority any actual, potential, or perceived conflict of interest that may affect my impartiality or objectivity in the conduct of my duties, including any interest in competing businesses, subsidiaries, related parties, or any other relevant relationships, and I agree to abide directions or measures

issued by TM to manage or mitigate such conflicts, including recusal or reassignment where necessary;

- (g) Certify that neither I nor my **Family** (based on the relevant facts and information, which is to the best of my reasonable knowledge) have shares, conducts business, has other direct or indirect financial interest or liability or serves as an officer, director, committee member or employee of any business entity that will have potential interference or affect any of my business decisions and area of responsibilities;
- (h) In the event where, either directly or indirectly, there is any individual(s) of the **Business Partner(s)** or representing TM **Business Partner(s)** or any other individual(s) who offer, give, or agree or promise to give any money, goods or service(s) or any form of **Gratification** relating to sales and/or procurement process or activities I shall immediately report such act(s) to either:
 - i. TM Ethics Line:

Tel : 1-800-88-2377 (Malaysia Only)
Email : ethic@tm.com.my
 - ii. Lodge a report to the Malaysian Anti-Corruption Commission's office or at the nearest police station.
- (i) I have read and understood the seriousness and the impact of the corporate liability of Section 17A of the MACC Act 2009 to TM and I hereby undertake to continuously adhere to the MACC Act and all **Applicable Laws**. I understand that **TM Employees** are prohibited from corruptly giving, agreeing to give, promising or offering to any third party any **Gratification** whether for the benefit of that party or another party with intent to obtain or retain business for TM, or to obtain or retain an advantage in the conduct of business for TM; and
- (j) Shall at all times during the tenure of employment with TM, abide with the CBE, ACG, PE and any other applicable TM policies, including but not limited to those governing the sales and/or procurement process or activities and the execution of a formal agreement and its implementation thereof.

- 2. I agree that this Integrity Pledge and my pledge hereunder shall remain in full force and effect during my service with TM.
- 3. I duly understand that the failure to comply or breach of any terms of the declaration stated above may result in criminal and/or civil proceedings and/or disciplinary action taken against me up to and including termination or dismissal.

Signature

.....

Name:

Staff No:

Designation:

Date:

5.2 INTEGRITY PLEDGE BY MEMBERS OF PROCUREMENT COMMITTEES

(UPON APPOINTMENT AS PROCUREMENT COMMITTEE MEMBER)

1. I, _____ Staff No. _____
 NRIC No. _____ of _____ [name of division] has
 been appointed as Chairman/Member of _____ and hereby
 declare and undertake as follows:
 - i. I have read, understood and comply with the TM Code of Conduct & Business Ethics ("**CBE**"), Anti-Corruption Guide ("**ACG**"), Integrity Pact ("**IP**") and Procurement Ethics ("**PE**") which all publicly available at TM website. I understand that all capitalized words in bold used herein shall have the meanings hereby respectively assigned to them per the CBE;
 - ii. I shall not directly or indirectly solicit, receive or obtain or agree to receive or obtain for myself or for any other person any money, goods or service(s) or any **Gratification** as defined under the **MACC Act 2009** as a consideration or reward for the decision, opinion, recommendation, vote or other favors to be selected in any tender/quotation that are submitted to the abovementioned committee;
 - iii. I shall not collude with any bidder(s), TM **Business Partner** or any other individual(s), in any type of practices including but not limited to "bid rigging" and corruptly procuring withdrawal of tender/quotation that may affect the transparency and fairness during any procurement process or activities and during the contract implementation period;
 - iv. I agree to keep confidential all **Proprietary Information** and documentations relating to the tender/quotation and/or contract in strictest confidence and hereby covenant to take all reasonable measures to protect the secrecy of and avoid disclosure, reduce and/or eliminate leakage or use of such **Proprietary Information** and/or documents without authorisation from Group Procurement;
 - v. I shall not disclose any confidential information related to the procurement activities submitted and/or made aware to me whether in physical or digital form and I shall ensure that all information relating to such activities, including digital records, emails and electronic files are duly disposed or returned to the tender/quotation owner at the end of my tenure as a Procurement Committee;
 - vi. I acknowledge that it is my responsibility as an employee to maintain the confidentiality of such information and to prevent unauthorized access, sharing, or misuse in accordance with company policies and applicable regulations.

- vii. In the event whether directly or indirectly where there is any individual(s) representing **TM Business Partner** or any other individual(s) who offer, give, or agree or promise to give any money, goods or service(s) or any form of **Gratification** for being selected for the aforementioned tender/quotation, I shall immediately report such act(s) to either:
- i. TM Ethics Line:
 - Tel : 1-800-88-2377 (Malaysia Only)
 - Email : ethic@tm.com.my
 - ii. Lodge a report to the Malaysian Anti-Corruption Commission's office or at the nearest police station.
- viii. I have read and understood the seriousness and the impact of the corporate liability of Section 17A of the MACC Act 2009 to TM and I hereby undertake to continuously adhere to the MACC Act and all **Applicable Laws**. I understand that **TM Employees** are prohibited from corruptly give, agree to give, promise or offer to any third party any **Gratification** whether for the benefit of that party or another party with intent to obtain or retain business for TM, or to obtain or retain an advantage in the conduct of business for TM;
- ix. I shall abide by TM's CBE, ACG, IP and PE and any other TM's policies applicable;
- x. In relation to **Conflict of interest**;
- (a) I shall at all material times execute our responsibilities honestly and fairly in the best interests of TM and shall exercise sound judgement unclouded by any personal interests, without coercion, or undue influence by any members of the Procurement Committee or any representative of TM Business Partner(s) of any tender/quotation or any third party, in making any decision in relation to the said tender/quotation exercise;
 - (b) I hereby declare that neither I nor my **Family** member(s) or relative(s) as defined under the **MACC Act 2009** has any interest in any TM Business Partner(s) of any tender/quotation submitted to the abovementioned Committee and if there is any, I shall immediately declare it with details to the Chief Procurement Officer ("CPO") via email/any system related and abstain myself from participating in whatsoever manner in the said tender/quotation exercise until and unless decision has been made by the CPO;
 - (c) I further certify that in no way do I have a bias in favour or against any **TM Business Partner(s)** of this tender/quotation and I understand that such bias would disqualify me from evaluating the proposal; and

- xi. I undertake to promptly disclose to the CPO or relevant authority any actual, potential, or perceived conflict of interest that may arise during the course of the procurement process, including any interests in competing businesses, subsidiaries, or related parties, and to comply fully with any measures imposed to manage, mitigate or eliminate such conflict, in accordance with Bursa Malaysia's Main Market Listing Requirements;
 - xii. I agree that this Integrity Pledge and my pledge hereunder shall remain in full force until the contract has been fully executed and implemented.
- 2. I duly understand that the failure to comply or breach of any terms of the declaration stated above may result in criminal and/or civil proceedings and/or disciplinary action taken against me, including termination or dismissal.

5.3 INTEGRITY PLEDGE BY TM BUSINESS PARTNERS

INTEGRITY PLEDGE BETWEEN TM TECHNOLOGY SERVICES SDN. BHD. (Company No. 200201003726 [571389-H]), having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia ("**TM**") **AND** [Name of Company] (Company No. [x]), having its registered address at [x] ("**TM Business Partner**").

TM and TM Business Partner are hereinafter referred to individually as "**Party**" or collectively as "**Parties**".

WHEREAS

- A. The Parties confirm their strong commitment to upholding the highest standards of integrity, transparency, and accountability. Both Parties adopt a zero-tolerance approach to bribery and corruption and agree to follow ABAC Law, Internal Codes of Conduct, and Ethical Business Practices. Any act of corruption irrespective of its scale, intent, or consequences, shall be deemed a serious breach of this Integrity Pledge and may lead to immediate consequences. For the purpose of this Pledge:
 - (i) "**ABAC Law**" includes all relevant national and international laws, such as the United Kingdom Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, the Malaysian Anti-Corruption Commission Act 2009, and any other laws that apply based on where the Parties or their representatives operate;
 - (ii) "**Applicable Law**" refers to all laws, regulations, and codes that apply to the Parties, their operations, or this Integrity Pledge in any relevant location. This includes, but is not limited to, the ABAC Law;
 - (iii) "**Business Dealings**" means any interaction, transaction, engagement, agreement, negotiation, or any form of commercial or professional activity between the Parties, whether formal or informal, written or verbal, and regardless of monetary value;
 - (iv) "**Business Relationships**" means the overall commercial or professional association between the Parties, whether formal or informal, including all ongoing collaborations, agreements, or dealings;
 - (v) "**Ethical Business Practices**" means conducting business honestly, fairly, and in compliance with Applicable Law and standards, including avoiding any form of bribery, corruption, or improper influence in all business dealings;
 - (vi) "**Internal Codes of Conduct**" refers to the official policies, guidelines, or rulebooks established by each Party that outline expected standards of behavior for employees, agents, and representatives, particularly concerning ethics, compliance, and professional conduct.
- B. By entering into this Integrity Pledge, the Parties agree to carry out all Business Dealings in a fair, transparent, and ethical way free from any improper influence or unfair advantage throughout their entire Business Relationships.

NOW THEREFORE, in light of the above and the mutual commitments made here, the Parties agree to this Integrity Pledge, which will apply to all aspects of their Business Relationships, as set out in the following terms:

ARTICLE 1 – PURPOSE

1.1 As part of their ongoing Business Relationship, both Parties agree to take reasonable steps to promote awareness and understanding of anti-bribery and anti-corruption responsibilities among their Related Party. These steps may be updated from time to time as needed and may include, but are not limited to:

- (a) Running programs to raise awareness about bribery and corruption;
- (b) Helping employees understand the legal and ethical standards they are expected to follow;
- (c) Introducing or updating Internal Codes of Conduct that clearly state bribery and unethical behavior are not acceptable;
- (d) Setting up independent systems to monitor and support compliance
- (e) Encouraging employees at all levels to disclose any personal interests or conflicts of interest;
- (f) Putting in place procedures to help prevent bribery or other unethical actions by Related Party, based on the situation and with agreement from both Parties.

For the purpose of this Pledge, “**Related Party**” means any director, employee, agent, contractor, subcontractor, or representative acting on behalf of or in connection with either Party in relation to the Business Relationship or any Business Dealing.

ARTICLE 2 - COMMITMENT OF PARTIES

- 2.1 Both Parties confirm that neither they nor their Related Party have offered or will offer any form of bribe, gratification, or improper benefit to anyone connected to the other Party (Related Party) in relation to any business dealing.
- 2.2 To promote transparency, both Parties agree to disclose any payments made, being made, or intended to be made to agents, brokers, or other intermediaries in connection with their Business Dealings, if any.
- 2.3 Each Party also agrees to keep all proprietary and sensitive information shared during the course of their Business Relationship strictly confidential. This information must not be shared with anyone outside the relationship unless required by Applicable Law or specifically approved in writing by the other Party.
- 2.4 Each Party agrees to promptly inform the other Party in writing of any investigations, charges, or legal actions taken against it in connection with bribery, corruption, or related unethical conduct.

- 2.5 Each Party reserve the right, upon reasonable notice and during regular business hours, to request compliance verification through documentation, self-declaration, or audit (where applicable), solely for the purpose of ensuring adherence to this Integrity Pledge.
- 2.6 Each Party undertakes to disclose in writing any actual, potential, or perceived conflict of interest that may arise in connection with the Business Dealings. This includes any relationship, interest, or involvement direct or indirect with any personnel, Related Party, Competitor, or subsidiary of the other Party that may impair or be seen to impair their objectivity or business judgment. Both Parties agree to address such situations in good faith to ensure transparency, fairness, and integrity in the business relationship.

ARTICLE 3 – PENALTY

- 3.1 Throughout the Business Relationship, both Parties agree that neither they nor their Related Party will engage in bribery or any form of corrupt activity.
- 3.2 If bribery or corruption is suspected or discovered, actions will depend on the nature of the finding:

3.2.1 Internal Finding:

If an internal investigation conducted fairly and in good faith under established procedures concludes that one Party has been involved in bribery or corrupt practices related to the business relationship, the other Party may take temporary actions, such as:

- (a) Suspending the Party from participating in current or future tenders;
- (b) Temporarily pausing any ongoing Business Dealings;
- (c) Reporting the matter to the relevant authorities;
- (d) Taking internal disciplinary or corrective measures in line with the respective Party's policies;
- (e) These actions are temporary and do not affect any final outcome determined by Applicable Law or a court.

3.2.2 Court Conviction:

If a Party or its representative is found guilty by a court of law (with no further appeal possible) of bribery or corruption related to the business relationship, the other Party may take more serious steps, including:

- (a) Immediately ending any contracts in place and denying future contract awards;
- (b) Forfeiting or withholding bid securities or performance bonds (if applicable);

- (c) Seeking full compensation for any losses or damages;
- (d) Permanently banning the Party from future tenders or partnerships; and/or
- (e) Taking any other legal action allowed by law or internal company policy.

For the purpose of this Integrity Pledge, “conviction” refers to a final judgment by a court that cannot be appealed.

ARTICLE 4 - INTEGRITY PLEDGE DURATION

- 4.1 This Integrity Pledge takes effect on the date it is signed by the last Party and will remain in force for as long as the Business Relationship between the Parties continues.
- 4.2 The Integrity Pledge will remain valid until:
 - (a) One Party is no longer engaged in a Business Relationship with the other Party; or
 - (b) The Integrity Pledge may be formally terminated by either Party by providing written notice to the other Party with at least thirty (30) days’ prior written notice. Such notice must include the reason(s) for termination and be acknowledged in writing by the receiving Party. Termination shall not affect any rights, obligations, or liabilities accrued prior to the effective date of termination and shall not be exercised unreasonably or in a manner that circumvents ongoing investigations or known breaches of this Integrity Pledge.
- 4.3 This Integrity Pledge shall be reaffirmed by both Parties via signing an updated form, or an annual declaration, where applicable, upon each renewal of registration by TM Business Partners with TM, to participate in the request for quotation (RFQ), tender exercise, or entering into any contract or agreement. This reaffirmation signifies both Parties’ continued commitment to ethical conduct, transparency, and zero tolerance for corruption in all Business Dealings or Business Relationship between them.

ARTICLE 5 - WHISTLEBLOWING CHANNEL

- 5.1 To uphold the highest standards of integrity and accountability, the Parties commit to providing accessible and confidential channels for reporting any concerns related to unethical conduct, including but not limited to:
 - (a) TM Whistle-blowing Channel, as specified below:

TM Ethics Line	Tel	:	1-800-88-2377 (Malaysia Only)
	Email	:	ethic@tm.com.my

and/or
 - (b) Any whistleblowing channel that is available to the affected Party.

- 5.2 The Parties ensure that all reports will be handled with the utmost confidentiality and in accordance with Applicable Law. Whistleblowers will be protected from retaliation, and their identities will be safeguarded to the extent possible.
- 5.3 The Parties are committed to investigating all reports promptly and taking appropriate action as necessary.

ARTICLE 6 – MISCELLANEOUS

- 6.1 This Integrity Pledge is governed by the laws of both Malaysia and [Insert jurisdiction of TM Business Partner], as applicable to the Parties' conduct, to the extent each jurisdiction's ABAC Law is applicable to the Parties' conduct. In case of conflicting laws, the stricter anti-corruption standard shall apply.
- 6.2 Any dispute arising out from this Integrity Pledge may be addressed in the courts of Malaysia and [Insert jurisdiction of TM Business Partner] depending on where the issue occurred or where enforcement is sought. Both Parties agree to this non-exclusive jurisdiction.
- 6.3 If a penalty is imposed under Article 3, the Parties may negotiate an amicable settlement, provided such negotiations do not override any established breach of ABAC Law. If no resolution is reached within thirty (30) days from the initiation of negotiations, liability will be determined based on the findings or court conviction.
- 6.4 Any changes, additions, and termination of this Integrity Pledge must be in writing and signed by both Parties.
- 6.5 If any provision of this Integrity Pledge is found invalid, the remaining provisions remain valid. In case of inconsistency between this Integrity Pledge and any definitive agreement between the Parties, the provision herein shall prevail.

IN WITNESS WHEREOF, the undersigned represent that they are duly authorized to execute this Integrity Pledge on behalf of their respective organisations. This Integrity Pledge shall be effective as if the date of the last signature and shall apply to all present and future dealings between the Parties.

For and on behalf of TM Technology
Services Sdn. Bhd. (Company No.
200201003726 [571389-H]):

For and on behalf of the TM Business
Partner [Name of Company and its
company number]:

.....
Name:
Designation:
Date:

.....
Name:
Designation:
Date:

in the presence of:

in the presence of:

.....
Name:
Designation:
Date:

.....
Name:
Designation:
Date:

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