



DECLARATION AND INTEGRITY PLEDGE (“DIP”)

Introduction

MMS Code of Conduct and Business Ethics for Third Parties (CoBE)*

MISC Maritime Services Sdn Bhd and its group of companies (“MMS”) is committed to applying the highest standards of ethical conduct, integrity and accountability in all our business activities and operations. CoBE applies to all MMS business activities, operations, and relationships.

Declaration and Integrity Pledge

We, _____ (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 the MMS hereby:

1. PLEDGES AND UNDERTAKES THAT:

- a. (i) We have read and understood, hereby agree, accept and shall comply with **CoBE; MMS’ Anti-Bribery and Corruption Manual; MMS Human Rights Commitment and Modern Slavery Policy** and policies, procedures, standards and governance relating thereto (as may be updated from time to time) as well as to all applicable laws, rules, orders, decrees or regulations relating to anti-bribery and corruption, anti-trust/competition law, export and import controls, economic sanctions, protection of personal privacy (including personal data), human rights, anti-money laundering, and occupational health, safety and environment (collectively, the “Requirements”). The CoBE and MMS’s Anti-Bribery and Corruption Manual are attached as Appendix 1 or can be seen at <https://www.mmssb.com.my/compliance-and-business-ethics/>, outlines the standards of behaviour, responsibility and obligation expected by MMS;

OR (subject to MMS’ review and acceptance, alternative 1. a (ii) below may apply instead of 1. a (i))

- a. (ii) We shall comply with our organisation’s equivalent of the **CoBE and MMS’ Anti-Bribery and Corruption Manual (Appendix 1); MMS’ Human Rights Commitment and Modern Slavery Policy** and policies, procedures, standards and governance relating thereto as well as to all applicable laws, rules orders, decrees or regulations relating to anti-bribery and corruption, anti- trust/competition law, export and import controls, economic sanctions, protection of personal privacy (including personal data), human rights, anti-money laundering and occupational health, safety and environment (collectively, the “Requirements”). Our organisation’s equivalent of the CoBE and MMS’ Anti Bribery and Corruption Manual, as attached.
- a. (iii) Where para. 1 a. (i) above is applicable and in the event of any ambiguity, inconsistency or contradiction between (i) the provisions of the CoBE and MMS’ Anti-Bribery and Corruption Manual (Appendix 1) and (ii) the provisions of any specific agreement(s) entered between MMS and the Third Party, provisions of such specific agreement(s) shall take precedence and prevail”.

(a)(i) and a(ii) are alternatives; delete whichever is not applicable. In the absence of deletion, alternative (a)(i) shall apply.

- b. We will endeavour the best efforts to ensure our subsidiaries, affiliates and all other parties that we appoint (contractors, subcontractors, suppliers, agents, advisors and consultants or otherwise) to conduct works or services for MMS also comply with the **Requirements**.
- c. We, have not been convicted nor are we the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach of the **Requirements** and during the course of Business Transaction* and/or Collaboration* with MMS, we will notify any actual or suspected breach of the **Requirements** as soon as reasonably practicable and to the extent permitted by law, to MMS.

2. AGREES THAT:

- a. If the Third Party is in breach of any of the above, MMS may immediately withdraw from any Business Transaction(s)* and/or Collaboration* between MMS and the Third Party, revoke or terminate the contract, or terminate the arrangements specifying the Business Transaction(s)* and/or Collaboration* without any liability whatsoever on the part of MMS to the Third Party. This is without prejudice to any other rights or remedies that MMS may have or any other appropriate action which MMS may seek under the terms of the applicable tender/contract/arrangements or applicable laws and regulations.
- b. Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from the Third Party or any other person connected to the Third Party or all other parties that the Third Party appoints (contractors, subcontractors, suppliers, agents, advisors and consultants or otherwise) to conduct works or services for MMS either as an inducement or incentive or facilitation in connection to the Business Transaction(s)* and/or Collaboration*, or where the Third Party has reasonable grounds to suspect any breach of the obligations in this "DIP" or the CoBE and/or MMS' Anti-Bribery and Corruption Manual (Appendix 1), the Third Party will notify such act to MMS as soon as reasonably practicable.

For and on behalf of the Third Party,

Yours sincerely,

Signature

Name of Company Director / Authorised Representative

Position

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

Official stamp:

**Shall refer to MMS Code of Conduct and Business Ethics for Third Parties, including its revisions thereto.*

**Business Transaction(s) refers but not limited to tenders, quotations, contracts, letter of awards, letters of engagement, purchase orders, service orders etc.*

**Collaboration/Collaborate refers but not limited to joint ventures, cooperation, consortium, partnership, association, strategic alliances, syndicate, undertaking, commitment etc. on mutually agreed purpose(s).*