

Version	Effective Date/ Last Update	Document No
4	7 May 2024	WTCH GIO/ ABAC and CBC Clause/ May2024/01

Anti-Bribery and Anti-Corruption & Code of Business Conduct Clause of WTCH

A. Quotation, Invoice, Purchase Order, Delivery Order, Tender Documents etc.

Warisan TC Holdings Berhad and its group of companies ("WTCH") take a zero-tolerance approach to violation of any applicable anti-corruption and anti-bribery laws and regulations by you, your employees, officers, directors, sub-contractors and/or Affiliates. You also undertake to comply with the Code of Business Conduct for Third Parties of WTCH which can be found at <https://www.warisantc.com.my/> and any amendments thereto at all times during the term or validity of this document. Any violation thereof constitutes material breach of the terms herein which entitles WTCH to forthwith terminate the transaction herein and the agreement between the parties (where applicable) and/or enforce its rights and seek remedies available to it at law or in equity as a result of such breach.

For the purpose herein, "Affiliates" shall mean that with respect to an entity, any entity that: (i) is controlled directly or indirectly by; (ii) controls directly or indirectly; or (iii) is under common control with such entity; and "control" for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

B. Supply Agreement for supply of goods, Service Agreement for supply of services, Letter of Engagement/ Appointment for professional/ runner services etc. (where WTCH is the customer)

Anti-Bribery and Anti-Corruption and Code of Business Conduct

WTCH takes a zero tolerance approach to violation of any applicable anti-corruption and anti-bribery laws and regulations.

The *Supplier/ Service Provider undertakes and warrants that at all times during the term of *this Agreement/ Letter, (i) it is in compliance with all relevant and applicable anti-corruption and anti-bribery laws and regulations ("Applicable Anti-Corruption Laws") and the Anti-Bribery and Anti-Corruption Policy of Warisan TC Holdings Berhad and its group of companies ("WTCH ABAC Policy") which can be found at <https://www.warisantc.com.my/>; and (ii)

Version	Effective Date/ Last Update	Document No
4	7 May 2024	WTCH GIO/ ABAC and CBC Clause/ May2024/01

it shall ensure that its Affiliates, employees, officers, directors and any other person acting on behalf of the *Supplier/ Service Provider or under its supervision, care or management and its Affiliates observe and comply with such Applicable Anti-Corruption Laws and WTCH ABAC Policy. The *Supplier/ Service Provider shall forthwith provide supporting evidence of such compliance upon request by WTCH.

The *Supplier/ Service Provider undertakes to and shall cooperate with and provide all assistance required by WTCH in the event of any investigations or proceedings for potential violations of the Applicable Anti-Corruption Laws and/or non-compliance of WTCH ABAC Policy, whether initiated, commenced or brought about by WTCH or the relevant authorities.

The *Supplier/ Service Provider further warrants and represents that, neither it nor its Affiliates, employees, officers, directors or other persons acting on behalf of the *Supplier/ Service Provider or under its supervision, care or management or any of its Affiliates have been convicted of, or have been or are subject of any investigation by any governmental, administrative or regulatory body regarding any offence involving or relating to bribery or corruption.

The *Supplier/ Service Provider further represents and warrants that: -

- (i) in the course of negotiation, execution and performance of this *Agreement/ Letter, it and its Affiliates have not made, offered or authorised any payment, undertaking, gift or any other advantage (directly or indirectly through an intermediary) to any persons including any personnel employed by WTCH or acting on its behalf where the purpose of such payment, undertaking, gift or advantage is to incite or induce such individual to perform or refrain from performing acts contrary to its legal obligations or obtain improper advantage in relation to the activities under this *Agreement/ Letter; and
- (ii) it and its Affiliates shall not make or offer any of the above.

The *Supplier/ Service Provider undertakes to comply with the Code of Business Conduct for Third Parties of WTCH which can be found at <https://www.warisantc.com.my/> and any amendments thereto at all times during the Term of this Agreement.

Breach of any provisions of this Clause by the *Supplier/ Service Provider constitutes a material breach of this *Agreement/ Letter which entitles WTCH to forthwith terminate this *Agreement/ Letter and/or enforce its rights and seek remedies available to it at law or in equity.

For the purpose of this Clause, "Affiliates" shall mean that with respect to an entity, any entity that: (i) is controlled directly or indirectly by; (ii) controls directly or indirectly; or (iii) is under common control with such entity; and

Version	Effective Date/ Last Update	Document No
4	7 May 2024	WTCH GIO/ ABAC and CBC Clause/ May2024/01

“control” for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

* Delete where inapplicable.

C. Agreements other than those stated in Item B above

Anti-Bribery and Anti-Corruption and Code of Business Conduct

Each Party represents and warrants that at all times during the Term of this Agreement: (i) it is in compliance with all relevant and applicable anti-corruption and anti-bribery laws and regulations (“Applicable Anti-Corruption Laws”); and (ii) it shall ensure that its employees, officers and/or directors and its Affiliates as well as those acting on its behalf and under its supervision, care and management observe and comply with such Applicable Anti-Corruption Laws.

Each Party further represents and warrants that:-

- (i) in the course of negotiation, execution and performance of this Agreement, it and its Affiliates have not made, offered or authorised any payment, undertaking, gift or any other advantage (directly or indirectly through an intermediary) to any persons including any personnel employed by the other Party or acting on its behalf where the purpose of such payment, undertaking, gift or advantage is to incite or induce such individual to perform or refrain from performing acts contrary to its legal obligations or obtain improper advantage in relation to the activities under this Agreement; and
- (i) it and its Affiliates shall not make or offer any of the above.

[[Counterparty] undertakes to comply with the Code of Business Conduct for Third Parties of WTCH which can be found at <https://www.warisantc.com.my/> and any amendments thereto at all times during the Term of this Agreement.

Each Party agrees that breach of any of the provisions under this Clause constitutes material breach of this Agreement which entitles the non-defaulting Party to forthwith terminate this Agreement and/or enforce its rights and seek remedies available to it at law or in equity.

For the purpose of this Clause, “Affiliates” shall mean that with respect to an entity, any entity that: (i) is controlled directly or indirectly by; (ii) controls directly or indirectly; or (iii) is under common control with such entity; and

<i>Version</i>	<i>Effective Date/ Last Update</i>	<i>Document No</i>
4	7 May 2024	WTCH GIO/ ABAC and CBC Clause/ May2024/01

“control” for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.