



**1. COMPLIANCE TO THIS VCOC**

Vendor is responsible to ensure that it understands and complies with this VCOC prior to providing goods / services to Credit Guarantee Corporation Malaysia Berhad (“CGC”) based on the agreed Scope of Work (“Works”). Please refer to **Appendix 1** for Pledge of Integrity by Vendor.

**2. CONFIDENTIALITY**

The VCOC contains information proprietary to CGC. Each recipient is entrusted to maintain its confidentiality. Vendor shall hold secret and confidential and shall not use or disclose CGC’s confidential information (whether or not CGC had notified to Vendor or labeled it as confidential) except to those of its employees, servants who have a “need-to-know” such CGC’s confidential information for the performance of its contractual obligations.

Vendor must treat with confidentiality all information related to the business and affairs of CGC at all times. Vendor must have appropriate policies, procedures and security controls in place to protect CGC’s confidential information and prevent any information leakage. Vendor must not plagiarise information from CGC or from other sources in performing the Works to CGC. Vendor must provide proper citations or references of its sources of information, to avoid concerns over plagiarism.

**3. REPRESENTATIVE(S)**

Vendor is responsible to ensure that its representative(s) understands and complies with this VCOC. Vendor must inform CGC if Vendor knows, or has reason to believe, that a violation by it or its representative(s) may have occurred or is likely to occur.

Vendor shall cooperate with CGC in any investigation CGC may conduct. Vendor must provide additional information to facilitate CGC’s investigation into allegations of inappropriate or unethical behaviour involving CGC’s employee(s) or Vendor’s representative(s). CGC, may from time to time, require Vendor to response to CGC’s request for information or attestation in writing of its compliance to VCOC.

CGC reserves the right to take action against Vendor for breaching the VCOC (e.g. suspension or termination of contract / disqualify from participating in RFQ and RFP / deduction of money paid or promised to be paid / etc). CGC may also require Vendor to substitute any representative who breaches the VCOC or behaves in a manner that is unlawful or inconsistent with the VCOC. The replaced representative must be equipped with equal or better skills and knowledge and must be agreed to in writing by CGC.

**4. LAWS & REGULATIONS**

Vendor and its representative(s) must conduct their business activities in full compliance with the applicable laws and regulations of their respective countries / jurisdictions while conducting business with CGC. Vendor must also obtain all necessary licenses and permits to conduct the activities for which Vendor has been contracted by CGC.

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### 5. ANTI-BRIBERY AND CORRUPTION

Vendor and its representative(s) must comply to anti-bribery and corruption laws including but not limited the Malaysia Anti-Corruption Commission Act 2009, the Anti-Money Laundering and Anti-Terrorism Financing and Proceed of Unlawful Activities Act 2001, and the Whistleblower Protection Act 2010, etc. Vendor further warrants that it shall not commit such act as referred to in the above legislations. CGC prohibits the Vendor from directly or indirectly offering, soliciting, giving, or accepting any form of bribery and/or corruption. Vendor is also prohibited from being involved in activities such as extortion, embezzlement or requesting for, receiving, or facilitating kickbacks.

### 6. NO LOBBYING

Vendor warrants that it has not and undertakes that it will not and ensure that its representative(s) has not and will not do, at any time until the completion of the request for quotation / request for proposal process, any of the following acts:

- a) directly or indirectly canvass any employee of CGC concerning the acceptance of the Request for Quotation (“RFQ”) / Request for Proposal (“RFP”).
- b) communicate with any other person other than the person in charge for the submission of the RFQ / RFP except where the disclosure of information is required.
- c) enter into any agreement or arrangement with any person that he / she shall refrain from making a submission of RFQ / RFP to CGC.
- d) offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to the submission and evaluation of the RFQ / RFP.
- e) make or offer to make any type of payment or gift to any employee of CGC or to anyone else whether or not the person is directly connected to CGC, or directly connected with the RFQ / RFP exercise; or
- f) offer, give or agree to give any employee of CGC any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the evaluation of submissions of RFQ / RFP.

### 7. CONFLICT OF INTEREST

Vendor must exercise reasonable care and due diligence to avoid situations that could result in an actual or potential conflict of interest.

CGC prohibits Vendor from gaining improper advantage or preferential treatment in their relationship with CGC’s employee(s). Vendor is required to disclose to CGC in writing if they have any family connection\* with any of CGC’s employee(s). Please refer to **Appendix 2** for the Connected Parties Declaration Form.

If at any point of time, a situation of actual or potential conflict of interest arises, Vendor must inform CGC in writing of the circumstances as soon as they become aware of the situation.

*Note: \* “family member” refers to spouse, parent, parent in-law, child (including adopted child and stepchild), spouse of his child, brother, sister, spouse of his brother and sister or any dependents (i.e. persons who may influence / be influenced by Vendor).*



### 8. WORKPLACE ETHICS

Vendor must always behave and dress in a professional manner, during its dealings with CGC and while on CGC's premises. CGC will not tolerate any substance abuse on its premises or during the performance of Vendor contractual obligations.

Vendor is expected at all times to responsibly use CGC's infrastructures and facilities, to avoid wastage and damage of CGC's assets. Vendor is only permitted to access areas for which Vendor has been authorised to access and which are necessary for the performance of the Works.

### 9. ENVIRONMENT AND SOCIAL

#### Environmental Practices

CGC believes in sustainable procurement and a precautionary approach to prevent and minimise environmental harm throughout our supply chain. CGC calls upon the Vendor to take responsibility and sets expectations on Vendor to adopt sustainability best practices throughout their Company activities. The Vendors must comply with all applicable environmental regulations and laws. CGC aims to deal with Vendor that proactively managing their emissions / carbon footprint to minimise environmental degradation and pollution as a result of the business activities.

#### Social Practices

CGC is committed to respecting human rights and promoting social inclusivity, equality, and equity. CGC does not tolerate child labour, forced labour, exploitation, modern slavery or human trafficking, harassment (including sexual harassment) and breach to any basic human rights in relation to health, safety, education, amongst others. The Vendor is expected to adhere to human rights, diversity and inclusion commitments in both their operations and supply chain as well as to provide a fair and ethical workplace for their workers / employees, in accordance with relevant local labour laws, and integrate appropriate human rights practices.

### 10. OTHERS

#### Personal Data Protection

During the course of CGC dealings with Vendor, CGC collects, processes and store the personal data which includes but is not limited to, name, IC number, address, other contact details, credit information or any other personally identifiable information. In order to exercise our rights and obligations under the agreement/contract, to evaluate Vendor's RFQ / RFP submission to CGC and/or to comply with any legal and regulatory requirements, CGC may disclose Vendor's personal data to the relevant stakeholders. CGC will retain Vendor's personal data for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements, in accordance with CGC's Privacy & Security Policies at <https://www.cgc.com.my/privacy-security/>.

Vendor has the right to access to its personal data. If there are any changes to Vendor's personal data or if Vendor believes that the personal data CGC has about Vendor is inaccurate, incomplete, misleading or not up-to-date, vendor has the right to update its personal data.

#### Publication of material

Unless stated otherwise, all information or material/content disclosed to Vendor or obtained by Vendor during the contract with CGC is deemed confidential. Vendor must obtain CGC's prior permission in writing if it intends to publish any material/content owned by CGC.



## VENDOR CODE OF CONDUCT (VCOC)

### 10. OTHERS (CONTINUED)

#### **Public announcement**

Vendor is not allowed to make or circulate any public statement on anything relating to the business or affairs of CGC without CGC's prior written consent.

#### **Protection of Intellectual Property**

Vendor in its dealings with CGC must respect all intellectual property ("IP") rights that belong to CGC. CGC views infringement of its IP seriously and will take legal action to protect its IP rights.

Vendor must only use software and information technology that have been legitimately acquired and licensed, while performing the Works to CGC. Such software and information technology must be used in accordance with their terms of use or license.

In the event Vendor or its representative(s) is given permission to use CGC's resources such as systems and emails, it is to be used exclusively for CGC's official business. CGC strictly prohibits Vendor from using CGC's resources for any unauthorized, illegal, or malicious acts.

#### **Misrepresentation**

Vendor is prohibited from making any misrepresentation including on its capabilities, for the purpose of securing procurement with CGC and with other entities by misrepresenting its capabilities in the services rendered or goods delivered to the CGC.

#### **Whistleblowing**

CGC is committed to achieving and maintaining the highest standard of work ethics in the conduct of business in line with good corporate governance practices. CGC encourages vendor to raise genuine concerns about suspected or actual improper conduct or other malpractices through the whistleblowing channels provided by CGC. Please refer to **Appendix 3** of the whistleblowing channels.

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**Appendix 1**

**PLEDGE OF INTEGRITY BY VENDOR**

1. I, acting as the authorised representative of Vendor confirm that the Vendor and its representative(s) have read and fully understood the contents of CGC's Vendor Code of Conduct ("VCOC") and hereby acknowledge that:
  - a) The VCOC shall take effect from the date Vendor executes this Pledge of Integrity;
  - b) the VCOC shall be part of the formal agreement that will be entered into by Vendor and CGC thereafter ("Agreement") and shall be legally binding on Vendor and/or its representative(s); and
  - c) the VCOC may be amended by CGC from time to time as may be notified to Vendor by CGC.
  
2. In line with the requirements of the VCOC, Vendor declares that Vendor and its representative(s) shall:
  - a) fully comply with the relevant laws, rules and regulations including but not limited to the Malaysia Anti-Corruption Commission Act 2009, the Anti-Money Laundering and Anti-Terrorism Financing and Proceed of Unlawful Activities Act 2001 and the Whistleblower Protection Act 2010 as well as this VCOC at all times; and
  - b) allow CGC to conduct due diligence check via obtaining credit report (e.g CCRIS, CBM, CTOS, etc) and other related information in order to participate in RFQ, RFP exercise.
  
3. Vendor acknowledges that CGC has the right to suspend or terminate the Agreement and disqualify Vendor from any RFQ / RFP exercise for current and future contracts if Vendor is found to have breached any requirements in the Agreement, the VCOC, this Pledge of Integrity or the relevant laws, rules and regulations.
  
4. Vendor further acknowledges that in the event of any conflict or discrepancy between the Agreement, the VCOC and/or this Pledge of Integrity, such conflict or discrepancy shall be resolved by giving the provisions contained in the Agreement priority and precedence over the provisions contained in the VCOC and/or this Pledge of Integrity.

ACKNOWLEDGMENT OF ACCEPTANCE TO THE PLEDGE OF INTEGRITY	
<b>Details</b>	<div style="text-align: center; border-top: 1px dashed black; margin-bottom: 10px;">                     _____                 </div> Signed by Authorised Representative of Vendor:  Name: NRIC Number: Designation: Date:



**Appendix 2**

**CONNECTED PARTIES DECLARATION**

**Kindly mark “X” in the appropriate boxes.**

1. I / We hereby declare and confirm that: -

	a) None of my / our family member (either personally or through their firm or company) is a contractor, vendor, supplier OR has any commercial transaction, contract, or outsourcing dealings with CGC or its subsidiary CGC Digital Sdn Bhd.
	b) I am / We are not related/connected to employee, director, or shareholder of CGC or its subsidiary CGC Digital Sdn Bhd.

2. I / We undertake to immediately inform CGC in the event that there is any changes to the above declarations or any occurrence of conflict of interests.

3. I / We fully agree that CGC may terminate the commercial transaction, contract or outsourcing dealings granted to me / us or to my /our firm / company in the event that I / We made false declaration or omitted/failed to make declaration on the above Item 1 and 2.

Note: Please provide the particulars below if unable to declare on any of the above Item 1(a) – (b)

Particulars of Family Member/ Contractor/ Vendor / Supplier	Nature of Interest / Relationship

**ACKNOWLEDGMENT OF CONNECTED PARTIES DECLARATION**

<b>Details</b>	<p style="text-align: center;">-----</p> <p>Signed by Authorised Representative of Vendor:</p> <p>Name:                  NRIC Number:                  Designation:                  Date:</p>
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	<b>VENDOR CODE OF CONDUCT (VCOC)</b>
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**Appendix 3****REPORTING POTENTIAL BREACH****STATEMENT**

Any party with knowledge of a potential or questionable breach of this VCOC, may report in confidence by email to any of the designated officers below:

- a) Chairman, Board Governance & Audit Committee at [whistleblowing1@cgc.com.my](mailto:whistleblowing1@cgc.com.my)
- b) President / Chief Executive Officer at [whistleblowing2@cgc.com.my](mailto:whistleblowing2@cgc.com.my)
- c) Chief Internal Auditor at [whistleblowing3@cgc.com.my](mailto:whistleblowing3@cgc.com.my)

All information will be treated with utmost discretion. The identity of the concerned reporting party will be treated with the strictest confidentiality at all times. CGC will evaluate all concerns received and will conduct the appropriate investigations accordingly. In some cases, CGC may report the questionable breach to the relevant authorities.

CGC will not tolerate any retaliation taken by its employee(s), or Vendor or its representative(s) against any individual for reporting in good faith questionable behaviour or possible violation of the VCOC.