

[On the letterhead of bidders]

Date:

Cagamas Berhad
Level 32, The Gardens North Tower
Mid Valley City, Lingkaran Syed Putra
59200 Kuala Lumpur

Dear Sir/Madam,

Re: Letter of Undertaking – [(Quotation / Tender Exercise) or (Contract)]¹ in relation to [*]

Reference is made to the above matter.

2. In consideration of Cagamas Berhad (“**Cagamas**”) [(inviting us to participate in a quotation /tender exercise) or (purchasing our products, and/or subscribing to our services)]² in relation to [*], we hereby unconditionally and irrevocably undertake, as a continuing obligation, to:
 - a) comply, procure our Representatives to comply, with all laws and regulations relating to anti-bribery and anti-corruption, fraud, anti-money laundering, personal data protection and whistleblowing as from time to time amended, extended, re-enacted or consolidated, to the extent applicable to us and our Representative(s); and
 - b) abide by, and procure our Representatives to abide by, Cagamas’ Vendor Code of Conduct, Anti-Bribery and Anti-Corruption Policy Statement and requirements on Whistleblowing, which are available on Cagamas’ website, to the extent applicable to us and our Representative(s).

from the date hereof to the date of execution of the contract with a successful bidder or the date of termination of the contract with us, whichever is applicable.
3. In the event of any breach of the provisions of this Letter of Undertaking, we agree that Cagamas may, in its sole discretion, take any action as Cagamas deems appropriate.
4. In the event any Representative(s) from Cagamas or its Affiliates is not in compliance with any laws or regulations as stipulated in paragraph 2(a) above, we undertake to immediately report such act(s) by:
 - a) submitting and completing a whistleblowing form in the manner prescribed at Cagamas’ website; and/or
 - b) lodging a report to the relevant governmental and/or regulatory authorities.
5. We further undertake to fully indemnify and keep Cagamas and its Affiliates together with its directors, shareholders and employees indemnified against any and all liabilities, losses, damages, costs, fines, penalties and other expenses of any nature whatsoever incurred or

¹ Delete as applicable.

² Delete as applicable.

suffered by Cagamas, its Affiliates and its directors, shareholders and employees, directly arising from or in connection with any breach of the provisions of this Letter of Undertaking.

6. We represent and warrant that:
- a) we and our Representatives have not been convicted or charged with any offence under any laws or regulations as stipulated in paragraph 2(a) above, nor has any action been initiated against us and our Representatives for breaches of the same and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to Cagamas;
 - b) we and our Representatives have conducted and are conducting our business in all respects in accordance with all other applicable laws, regulations, rules, guidelines and directives;
 - c) all the statements made, and information and documents provided, prior and subsequent to the date of this Letter of Undertaking including relating to our credentials for the nature of the engagement and place of business, are true, accurate, complete and not misleading; and
 - d) [(there is no existing or potential conflict of interest between us, in our capacity as vendor and/or service provider, and our shareholders, directors and employees and Cagamas, in its capacity as purchaser and/or subscriber, and its shareholders, directors and employees, as at the date of this Letter of Undertaking and we shall disclose in writing as soon as reasonably practicable to Cagamas in the event of an existing or potential conflict of interest arises after the date of this Letter of Undertaking)].

OR

(we are not aware of any other conflict of interest situations other than the potential conflict of interest situations listed below and the relevant mitigating factors/measures:

(i) [*]³.)⁴

7. Subject to Clause 2 above, this Letter of Undertaking shall be valid for a period of [*]⁵ year(s) from the date hereof (“**Term**”).
8. This Letter of Undertaking shall be governed by and construed in accordance with the laws of Malaysia and we agree to submit to the exclusive jurisdiction of the courts of Malaysia.
9. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
10. In this Letter of Undertaking, the following terms shall have the following meanings:
- a) ‘Affiliate’ means any subsidiary or holding company of Cagamas, any other subsidiary of that holding company, where ‘subsidiary’ and ‘holding company’ have the meanings given in the Companies Act 2016; and
 - b) ‘Representatives’ mean directors, partners, employees, subcontractors, agents and advisors of a party.

³ Vendor/Service Provider to list potential conflict of interest situations and mitigating factors/measures.

⁴ Delete as applicable, depending on whether there is existing or potential interest.

⁵ This Letter of Undertaking will terminate: (a) in relation to the unsuccessful bidder, on the date of execution of the contract with the successful bidder or (b) in relation to the successful bidder, on the date of termination of the contract with such party.

Signed for and behalf of

[Name]

[Designation]

Witnessed by;

Name :

NRIC No. :

Designation :