[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 in relation to [\*]

Reference is made to the above matter.

2. In consideration of Cagamas Berhad (“Cagamas”) inviting us to participate in the aforementioned quotation / tender, we hereby unconditionally and irrevocably undertake, as a continuing obligation, to:

a) not give, agree to give, promise or offer, and to procure any Representative(s) not to give, agree to give, promise or offer, to any person(s) in Cagamas and its Affiliates or any other person(s), any Gratification as defined in the MACCA as an inducement to be selected or a reward for the selection in the aforementioned quotation / tender; and

b) abide by, and procure our Representative(s) to abide by, Cagamas’ Policies (which are available on Cagamas’ website) including the Company’s Code of Ethics, Vendor Code of Conduct, Anti-Money Laundering Policy, Personal Data Protection Policy, Anti-Bribery and Anti-Corruption Policy, Procurement Policy, and Whistleblowing Policy to the extent applicable to us and our Representative(s),

during the Term of this Letter of Undertaking.

3. In the event of any breach of the provisions of this Letter of Undertaking, we agree:

a) that Cagamas may, in its sole discretion:

(i) disqualify us from the aforementioned quotation / tender and from participation in future quotations / tenders or future contracts;

(ii) provided that a contract has been awarded to us as a successful bidder, revoke the award to us after the quotation / tender process;

(iii) provided that a contract has been entered into between the parties in respect of the aforementioned quotation / tender, terminate the contract; and

(iv) take such other action as Cagamas deems appropriate; and

b) to initiate disciplinary action against our Representative(s) in accordance with our policies and / or procurement rules and regulations in force.

4. In the event any person(s) from Cagamas or its Affiliates attempts to solicit any Gratification from us or any Representative, we undertake to immediately report such act(s) or suspected act(s) by:

a) submitting and completing a whistleblowing form prescribed at Cagamas’ website, addressed to an authorised officer, Level 32, The Gardens North Tower, Lingkaran Syed Putra, Mid Valley City, 59200 Kuala Lumpur; and

b) lodging a report to the Malaysia Anti-Corruption Commission’s office or the nearest police station.

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 suffered by Cagamas and its Affiliates 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 have the full legal right, authority and power under our constitution or documents under which we are constituted to enter into this Letter of Undertaking and to assume and perform our obligations under this Letter of Undertaking;

b) we have taken all necessary corporate and other actions to authorise the execution, delivery and performance of this Letter of Undertaking and such execution and delivery are within the power and authority of the person executing the same;

c) this Letter of Undertaking constitutes and will constitute our legal, valid and binding obligations enforceable in accordance with the terms herein; and

d) we and our Representatives have not been convicted or charged with any offence under MACCA, nor has any action been initiated against us and our Representatives for breaches of the same, for the past [\*] years prior to the date of this Letter of Undertaking.

7. This Letter of Undertaking and all rights and obligations under it may not be assigned or transferred by us without your prior written consent.

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. All notices to be given under this Letter of Undertaking shall be in writing and shall either be delivered personally or sent by post or by facsimile transmission and shall be deemed duly served:

a) in the case of a notice delivered personally, at the time of delivery;

b) in the case of a notice sent by post, two (2) clear business days after the date of dispatch; and

c) in the case of a facsimile transmission, if sent during normal business hours, then at the time of transmission and if sent outside normal business hours then on the next following business day.

Each notice shall be addressed to the address of the party concerned set out in this Letter of Undertaking or to such other address as that party shall have subsequently notified to the sender.

10. This Letter of Undertaking shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.

11. This Letter Undertaking may not be varied except by your prior written consent.

12. If any term or provision in this Letter of Undertaking shall in whole or in part be held to any extent to be illegal or unenforceable, such term or provision or part shall to that extent be deemed not to form part of this Letter of Undertaking and the enforceability of the remainder of this Letter of Undertaking shall not be affected.

13. The remedies provided in this Letter of Undertaking are cumulative and not exclusive of any remedies provided by law.

14. 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.

15. 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;

b) ‘Cagamas’ Policies’ mean Vendor Code of Conduct, [\*Anti-Bribery and Anti-Corruption Policy] and Whistleblowing Policy, as amended from time to time by Cagamas;

c) ‘Gratification’ means (a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage; (b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity; (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; (d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage; (e) any forbearance to demand any money or money’s worth or valuable thing; (f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and (g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of (a) to (f);

d) ‘MACCA’ means Malaysian Anti-Corruption Commission Act 2009, as from time to time amended, extended, re-enacted or consolidated;

e) ‘Representatives’ mean directors, partners, employees, subcontractors, agents and advisors; and

f) ‘Term’ means from the date of this Letter of Undertaking 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.

Signed for and behalf of

[\*]