

APPENDIX D

5.4 INTEGRITY PLEDGE BY IIUMH GROUP BUSINESS PARTNERS

(UPON TENDER PARTICIPATION AS IIUMH GROUP REGISTERED BUSINESS PARTNERS)

IIUMH GROUP INTEGRITY PLEDGE

Between

IIUM HOLDINGS SDN BHD (Company No. 545961-X), having its registered address Level 3, Muhammad Abdul-Rauf Building, International Islamic University Malaysia, Jalan Gombak, 53100 Kuala Lumpur ("hereinafter referred to as **"IIUMH GROUP"**)

And

[Name of Company] (Company No.), having its registered address at.....(**"IIUMH Group Business Partner"**)

(IIUMH Group and IIUMH Group Business Partner are here-in-after referred to individually as "Party" or collectively as "Parties").

WHEREAS the Parties attached great importance in complying with relevant anti-bribery laws and regulations and hereby agree to enter into this pre-contract agreement (hereinafter referred to as "IIUMH Group Integrity Pledge") to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract executed whilst IIUMH Group Business Partner still active in business with the IIUMH Group.

WHEREAS IIUMH Group Integrity Pledge will be part of the tender (or any other procurement method) document, which shall be signed and submitted along with the said document failing which the IIUMH Group Business Partner shall be disqualified and the submitted proposal shall be rejected by the IIUMH Group.

NOW THEREFORE the Parties hereto agree to enter into this Integrity Deck and agree as follows:

ARTICLE 1 PURPOSE

In the implementation and execution of the tender/contract between the IIUMH Group and the IIUMH Group Business Partner, Parties agree to introduce appropriate measures necessary from time to time, to assist either Party in creating awareness amongst their employees and agents in their efforts to comply with anti-bribery laws and legislation. The measures that the Parties will take include the following:

- (a) to introduce programs to create awareness on the offences of corruption and bribery.

tender/contract, the Parties will promptly take appropriate action not limited to disciplinary action and inform the other Party on such action taken.

The Parties hereby agree that in the event that IIUMH Group Business Partner, through its employees or agents, commit or attempt to commit an act of bribery or otherwise engage in or attempt to engage in corrupt practices during the execution of the tender/contract, IIUMH Group Business Partner agree that the following actions may be taken by IIUMH Group after due inquiry or investigation:

- a) Denial or loss of contract (including the termination of any awarded contract);
- b) Forfeiture of the bidding security and/or performance bond;
- c) Claim for loss and damages incurred by the IIUMH Group;
- d) Suspension as IIUMH Group Business Partner for an appropriate period of time and/or blacklisted from future registration;
- e) Disqualification from the current tender;
- f) Exclusion from participating in future tenders; and/or
- g) Any other consequence management actions according to IIUMH Group rules and regulations then in force.

ARTICLE 4 INTEGRITY PLEDGE DURATION

- (a) This IIUMH Group Integrity Pledge shall become effective and binding on the Parties from the date of its signing and shall continue to be valid until the IIUMH Group Business Partner ceased to be IIUMH Group Business Partner.

ARTICLE 5 WHISTLEBLOWING CHANNEL

- (a) Notwithstanding Article 3, the Parties in its effort to enhance and strengthen high ethics and integrity practices may opt to channel concerns about illegal, unethical, improper business conduct affecting them through any whistleblowing channel not limited to:

- i. IIUMH Group Whistle-blowing Channel, as specified below:

IIUMH Group Ethics Line

Direct Line : 03-6421 4333

Email: disclosure@iiumholdings.com.my

or

- ii. Lodge a report to the Malaysian Anti-Corruption Commission (MACC)'s office or at the nearest police station; or

- iii. Any whistleblowing channel that is available to the affected Party.
- (b) Either Party is not required to prove the cases but rather to provide sufficient information in order for appropriate steps to be taken by the other Party.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

- (a) This IIUMH Group Integrity Pledge is subject to the laws of Malaysia and nothing contained herein is intended or shall be construed to limit the right of any aggrieved Party from pursuing any legal remedy or claim against the other Party in Malaysia.
- (b) Notwithstanding Article 5(a) above and as far as legally permissible, nothing contained in this IIUMH Group Integrity Pledge is intended to deprive or limit any Party from negotiating any peaceful settlement in connection with the penalty imposed or to be imposed under Article 3 or in respect of any claim by one Party against the other. In this regard, both Parties will, wherever possible, work cooperatively together to arrive to an amicable resolution provided that either Party may by written notice withdraw from such negotiation in the event that no amicable resolution is achieved within a period of thirty (30) days.
- (c) Changes and supplements as well as termination notices need to be made in writing and duly signed by the Parties.
- (d) Should one or several provisions of this IIUMH Group Integrity Pledge becomes invalid, the remainder of its provisions remain valid. In this case, the Parties will expeditiously come to an agreement closest to their original intentions. If the provisions in this IIUMH Group Integrity Pledge is inconsistent with the integrity related provisions in any definitive agreement /contract between the Parties, the provision herein shall prevail.
- (e) If the IIUMH Group Business Partner is a partnership or a consortium, the IIUMH Group Integrity Pledge must be signed by all partners or consortium members.

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IN WITNESS WHEREOF the Parties hereby represent that the signatory to this IIUMH Group Integrity Pledge is fully authorised to sign on this IIUMH Group Integrity Pledge on each Party's behalf and further, the Parties hereto have hereunto set their hands the day and year first above written.

For and on behalf of IIUMH Group:

For and on behalf of the [IIUMH
Group Business Partner]

Name
Designation

Name
Designation

in the presence of:

in the presence of:

Name
Designation

Name
Designation