

VENDOR ETHICAL BUSINESS PRACTICE

Sutera Harbour Resort group of companies and its related entities adheres to high ethical conduct and legal standards and expects our suppliers to operate in accordance with the principles in this Vendor Ethical Business Practice and in full compliance with all applicable laws and regulations.

We provide below the **VENDOR ETHICAL BUSINESS PRACTICE CLAUSES** for your compliance: -

1. Ethical Business Practice Representation, Warranty and Covenant

- 1.1 You represent and warrant to our Company that you have not and that none of your Affiliates or their respective personnel, or any Person acting on your behalf have corruptly given, agreed to give, promised or offered to any person including the director(s) and/or officer and/or any of the employees in our Company any gratification such as money, donation, gift, loan, fee, reward, valuable security, property or interest in property, financial benefit, or any other similar advantage (“**Unauthorised Payment**”) with intent to obtain or retain business for or with our Company, or to obtain or retain an advantage in the conduct of business for or with our Company.
- 1.2 You undertake that during the period of your Contract and/or business relationship with our Company and in the course of your business relationship with our Company, you will not, and further will not permit any of your Affiliates or personnel of your Affiliates to corruptly give, promise or offer any such Unauthorised Payment to any of the persons stated in Clause 1.1 above.
- 1.3 You agree that in the event that you breach any of the representation, warranty or undertaking set out in this Clause 1, our Company shall have the right to seek and enforce any or all of the following reliefs and/or remedies against you, which are:
 - 1.3.1 to demand that you pay to our Company a contractual penalty in the amount of Ringgit Malaysia One Hundred Thousand [RM100,000.00] Only or an amount that is equivalent to twice the amount of the Unauthorised Payment [whichever is higher] in respect of each breach. In the event that the amount of the Unauthorised Payment is indeterminable for whatever reason, the penalty of Ringgit Malaysia One Hundred Thousand [RM100,000.00] Only in respect of each breach shall be imposed; and/or
 - 1.3.2 to terminate the Contract and/or our business relationship, and to appoint a replacement contractor / vendor in your place; and/or
 - 1.3.3 to claim against you for all or any losses, costs, damages and expenses (including any incidental costs and expenses and additional cost incurred by reason of the premature termination of the Contract and the appointment of a replacement contractor/vendor) without prejudice to any other rights and remedies available to our Company under the Contract and in law.

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- 1.4 You agree that the obligations and terms in Clause 1.1 to 1.3 above (“**Ethical Practice Clauses**”) shall similarly apply to the Sub-Contractors appointed by you, if any.
- 1.4.1 You shall ensure that the Ethical Practice Clauses are accurately reflected or included and incorporated into the contracts with the Sub-contractors.
- 1.4.2 You agree that in the event of a breach by the Sub-Contractor of the Ethical Practice Clauses in the contracts with the Sub-contractors, our Company is entitled to request that you terminate the particular contract with the Sub-Contractor.
- 1.4.3 You further agree to assign to our Company the benefit of the right to bring any legal action and take any other action against the Sub-contractor for the breach of the Ethical Practice Clauses.
- 1.4.4 Upon the request by our Company, you shall provide acknowledgement by the Subcontractors of their consent to the inclusion of the Ethical Practice Clauses into the contract with the Sub-contractors, and the assignment by you in favour of our Company of the right to take legal action against the Sub-contractors in the event of breach.
- 1.5. You agree to hold harmless, defend and indemnify our Company and its Affiliates from and against any and all claims whether for damages or otherwise, and against all liabilities including governmental penalties, fines and sanctions, relating to your failure or the failure of your Affiliates or their respective personnel or anyone acting for or at your direction to comply with the Malaysian Anti-Corruption Commission Act 2009.
- 1.6 You agree that you shall avoid any practices or involvement that could lead to, or be perceived as, a conflict of interest, and shall endeavour to conduct business in a fair, honest, ethical manner and in compliance with applicable laws.

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1.7 For the purposes of Clause 1;

“Our Company” means any Company within the Sutera Harbour Resort group of companies and its related entities which issued the Purchase Order or relevant documentation;

“Affiliate” means any other Person who directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such specified Person;

“Contract” means in relation to any contract, Letter of Offer, Letter of Appointment, Engagement Letter, Purchase Order, or any official documents to the similar effect;

“Sub-Contractors” means the sub-contractors, consultants and other Persons appointed by the Contractor or sub-contractor or consultant to perform any works or services for or in relation to the Contract;

“Person” means any individual, corporation, partnership, joint venture, trust or unincorporated organisation.

2. Severability

2.1. In the event that any of the terms and conditions in this Letter shall be held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in this letter shall not in any way be affected or impaired thereby and shall continue to be valid and binding.

3. Conflict

3.1 In the event of conflict between any of the provisions of the Contract with those in this Letter, the provisions in this Letter shall prevail and take precedence.

4. Whistle blowing channel

4.1 If you and your Affiliates or their respective personnel encounter any actual or suspected-bribery and corruption incidents, you are to share and report to the secured whistleblowing channel below:-

Email: whistleblowing@suteraharbour.com.my

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