

## **Vendor Code of Conduct (“the Code”)**

The Code sets the expectations of BPMB Group for Vendor(s) in establishing Business Transaction (s)\*with BPMB Group in a lawful and ethical manner with the highest standard of professional conduct.

The Code shall apply to Vendor(s) who wish to conduct any business relations with BPMB Group including but not limited to their employees, agents, suppliers and sub-contractors.

Compliance of the Code: it is **mandatory** for Vendor(s) to comply with the Code as a condition of doing business with BPMB Group. Failure to comply is viewed seriously by BPMB Group and is a sufficient cause for termination of current or future (if any) relationship with the Vendor(s).

### **1.0 DEFINITIONS**

1.1 In relation to the terms set out in the Code, the following words shall have the following meanings:

- (i) **BPMB Group**: Bank Pembangunan Malaysia Berhad including its subsidiaries and entities;
- (ii) **Contract**: including Agreement, letter of engagement, terms of business etc. means an agreement relating to the supply of Goods and/or providing Services to BPMB Group by the Vendor made pursuant to a Letter of Award and Purchase Order issued by BPMB Group;
- (i) **Goods**: the goods (including any instalment of the goods or any part) which the Vendor is to supply in accordance with the Contract;
- (ii) **Services**: include but are not limited to any deliverables to be provided by the Vendor under the Contract as set out under the Letter of Award and Purchase Order;
- (iii) **Vendor**: including supply contractors, consultants, service providers, agents and personnel in supplying goods and/or providing services to BPMB Group and shall include its successor-in-title and permitted assigns.

### **2.0 LAWS AND REGULATIONS**

2.1 The Vendor(s) shall at all times comply with all applicable law or regulations or any order or judgement or licence or permit or consent or decree of any governmental authority, agency or court by which the Vendor is bound or affected;

2.2 Contract shall at all times be subject to all applicable laws, procedures, terms, rules, directives and regulations (whether or not having the force of law) as may be imposed by BPMB Group or by BNM or such other authority having jurisdiction over the BPMB Group from time to time.

### **3.0 INTEGRITY**

Vendor(s) are expected to conduct their activities, business etc. in a lawful and ethical manner. Breaching this provision may tantamount to the termination of the Contract.

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### **3.1 Conflict of Interest**

- a) Vendor(s) must maintain the highest standard of integrity in their activities. This Code details conflict of interests among parties, fair dealing and best practice standards of any Vendor including its subcontractors. Vendors must declare any potential or existing Conflict of Interest in the course of their activities.
- b) Vendor(s) including its employees, agents, subcontractors and subcontractor's employees shall, during the term of any contract, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to BPMB Group under any contract with BPMB Group.

### **3.2 Anti-Bribery and Corruption**

Vendor(s) are required to adhere and comply to all related law, regulations and legislation pertaining to bribery and corruption including the BPMB Group policy and guideline on Anti-Bribery and Corruption.

### **3.3 No Gift Policy**

Vendor(s) shall not, either directly or indirectly, promise, offer or give and accept any bribe or an improper advantage (whether financial or otherwise) to or from any person in BPMB Group or any other person representing BPMB Group, as an inducement, incentive, reward, gift or bonus to secure preferential or influence the decision to be selected and/ or for any other purpose connected to the Business Transaction(s)\*.

### **3.4 Confidentiality / PDPA**

- a) Vendor(s) shall at all times comply with Personal Data Protection Act 2010 and to ensure that consents have been obtained from the Vendor's employees, agents, directors, contact persons, shareholders, representatives and authorized persons in relation to the disclosure and processing of their personal data by BPMB Group.
- b) Vendor(s) shall not disclose or share any of BPMB Group's confidential information with a third party outside the requirements defined in their contractual or non-disclosure agreement with BPMB Group, without obtaining BPMB Group's permission in writing, unless required by the law.
- c) Vendor(s) shall treat with confidentiality all information related to the business and affairs of BPMB Group which is not generally available to the public.

### **3.5 Professional Conduct**

Vendor(s) are required to maintain the highest standards of integrity and professionalism during the performance of their activities.

### **3.6 Others:**

- a) Vendor(s) shall not proceed with any an unlawful activity;
- b) Vendor(s) shall ensure fair labour condition and all immigration regulations in Malaysia are adhered to with respect to the employment and work permits of their employees;

- c) Vendor(s) shall not use BPMB Group's logo, pictures, images, graphic, trademark or trade name associated to BPMB Group or make any reference to BPMB Group (including but not limited to reference to BPMB Group as the Vendor's client) in any of the Vendor(s) proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining BPMB Group's prior written consent;
- d) Vendor(s) who are or will be accessing etc. BPMB Group systems (if relevant) and information, electronic or otherwise shall abide by all BPMB Group policies and procedures in relation to information security policy for Vendors and shall ensure that all Vendors and those working by or through Vendor including its employees and any subcontractors, comply with its provisions.
- e) Before the commencement of the services, it is the responsibility of the Vendor(s) to ensure that its representative(s) understands and complies with this Code. Vendor(s) shall inform the Bank if the Vendor(s) knows, or has reason to believe, that a violation by it or its representative(s) may have occurred or is likely to occur in the future.
- f) Vendor(s) shall maintain full accountability for good(s) and service(s) rendered and honour the commitments under the contract and undertaking with BPMB Group.

#### **4.0 HEALTH AND SAFETY**

- 4.1 Vendor(s) shall provide a safe working environment (on and off BPMB Group premises) and abide with relevant laws, regulations and statutory requirements.
- 4.2 Vendor(s) shall ensure health and safety is effectively managed, so that health and safety risks, issues, incidents and non-compliance are identified and addressed to ensure the health and well-being of its workforce and BPMB Group workforce.

#### **5.0 RAISING CONCERN**

BPMB Group is committed to the highest standards of ethical, integrity, accountability and legal conduct. In addition, BPMB Group is committed to uphold the Malaysia's Anti-Corruption Principles in promoting integrity, transparency and good governance in all aspects of its operation upon signing the Corporate Integrity Pledge.

- a) BPMB Group assures that no person will be victimised, harassed or otherwise unfairly for raising such concerns. Thus, to report any concern on potential Fraud & Corruption, details and form of [Whistleblowing Policy](#).
- b) Should any of BPMB Group employees attempt to solicit or request any gifts or bribes from the Vendor(s) including its directors, employees, advisers, agents and representatives, the Vendor(s) undertakes to report such act in accordance with BPMB Group's whistleblowing policy (refer to item (a) above).
- c) For any additional information or clarification, please contact our Integrity Officers at 03 – 2611 3361 or [integrity@bpmb.com.my](mailto:integrity@bpmb.com.my).