



## Vendor Code of Conduct

This Code of Conduct (“Code”) sets the expectations of Bank Simpanan Nasional (“BSN”) on its vendors that intends to establish business relationship with BSN in accordance with lawful and ethical manner that meets the highest standard of professional conduct.

This Code shall apply to all vendors, contractors, consultants, service providers and or any person appointed by BSN to deliver goods and services, including their employees, agents, suppliers and sub- contractors.

### 1. Definitions

1.1 In relation to the terms set out below (“Code of Conduct”) the following words shall have the following meanings:

- (i) **BSN** means Bank Simpanan Nasional;
- (ii) **Contract** means an agreement relating to the supply of Goods and/or Services to BSN by the Vendor made pursuant to a Purchase Order and/or Work Order and/or Letter of Award issued by BSN;
- (iii) **Goods** means the goods (including any installment of the goods or any part thereof) which the Vendor will supply in accordance with the Contract;
- (iv) **Services** means the services to be provided which would include but are not limited to any Deliverables to be provided as set out under the Purchase Order and/or Work Order and/or Letter of Award issued by BSN;
- (v) **Vendor** means the organization or company or person who supplies Goods and/or Services for BSN and shall include its successor-in-title and permitted assigns;

### 2. Procurement Integrity

- 2.1 Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of the Contract, having due regard for the nature and purposes of BSN as an organization, and to ensure the employees assigned to deliver any Goods or perform any Services will conduct themselves in a manner consistent therewith.
- 2.2 Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction including any policies, guidelines and requirements of any relevant regulator in which such Goods to be delivered and/or such Services shall be performed under the Contract.
- 2.3 Vendor acknowledges that it is aware of and will comply with BSN's vendors' policies contained herein, including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies; and have not engaged in any conduct that would lead to suspension, debarment or a finding of ineligibility.
- 2.4 Vendor and all of its subcontractors shall use reasonable efforts to ensure that the payment made by BSN to Vendor and all of its subcontractors are not used to finance, support or conduct terrorism.
- 2.5 Vendor and Vendor's employees, subcontractors and subcontractor's employees shall, during the term of the relevant Contract entered with or to be entered with BSN, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to BSN under the said Contract.
- 2.6 Vendor warrants that no official of BSN or its member have received or will be offered by the Vendor any direct or indirect gifts, favors or benefit arising from the relevant Contract entered with or to be entered with BSN or any Purchase Order and/or Work Order and/or Letter of Award thereof.



- 2.7 The payment made to Vendor shall constitute the sole payment in connection with the Contract. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract, or in the discharge of its obligations under the Contract, and Vendor shall use its best efforts to ensure that any subcontractors, and the employees, agents and representatives of Vendor shall not receive any such additional payment. Vendor shall disclose in writing, by providing notice to BSN, of all fees, commissions, rebates, and discounts paid or received in connection with the Contract.
- 2.8 Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, subcontractors or subcontractors' employees have:
- (i) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing the Contract;
  - (ii) violated any policies, guidelines and requirements of any relevant regulator;
  - (iii) violated BSN's Vendor Integrity Policies;
  - (iv) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility;
  - (v) used payments made by BSN to Vendor or any subcontractors to finance, support or conduct terrorism; or
  - (vi) an actual, potential or apparent conflict of interest;

Vendor will disclose in writing, by providing notice to BSN, of such violations, conduct, prohibited use of such payment made by BSN, or conflicts of interest.

### **3. Close Relatives and Former BSN's Staff**

Vendor shall use its best efforts not to assign the delivery of the Goods and/or performance of the Services under this Contract to any of Vendor's employees or its subcontractor's employees who are relatives of current BSN staff. For purposes of this clause, the term "relative" is defined as (including those related by adoption and/or step or half relationship): spouse, parent, parent-in-law, child (including adopted child and stepchild) and the spouse of the child, brother, sister and their spouses. In the event BSN or Vendor discovers that any of Vendor's employees or its subcontractors' employees are relatives of a current member of BSN staff, BSN may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to BSN, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse BSN for any actual direct costs incurred by BSN resulting from a known violation of this Clause. Vendor shall notify BSN of any of Vendor's employees or subcontractor's employees who Vendor or its subcontractor intends to assign to deliver the Goods and/or perform the Services under the relevant Contract entered with or to be entered with BSN that are former BSN staff members and shall warrant that said former BSN staff are not subject to any work restrictions by virtue of their former employment with BSN.

### **4. Confidentiality**

The Vendor shall not announce or disclose the existence of any contractual arrangement between the Vendor and BSN or its terms or any information which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature ("Confidential Information") unless specifically agreed by BSN in writing or as required by law. Any such announcement or disclosure by the Vendor shall in any event be made only after prior consultation with BSN and written approval of BSN to the contents of such announcement or disclosure. The Vendor's attention is hereby drawn to the applicability of the Development Financial Institutions Act 2002 and the Personal Data Protection Act 2010, where applicable.

### **5. No Gift Policy**

The Vendor, supplier or any other individual or organization shall not provide any kind of gift, to the employees of BSN, whether actual or potential, regardless of value.

### **6. Intellectual Property Rights**

- 6.1 The Vendor hereby warrants that neither the sale nor the use of any Goods or provision of any Services will infringe any Malaysian or foreign patent, trademark, registered design, or other industrial or intellectual property rights whether or not similar to any of the foregoing.
- 6.2 The Vendor shall indemnify BSN from all actions, costs, claims, demands, expenses and liabilities whatsoever arising from or resulting from any actual or alleged infringement as aforesaid in Clause 6.1 above, and at the cost and expense of the Vendor, the Vendor will defend any proceedings which may be brought in that connection. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards



or decrees which may be rendered in any such suit, action, or proceeding against BSN for such alleged infringement. If BSN is prevented from using the Goods or Services provided hereunder, Vendor shall repurchase said items from BSN at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.

- 6.3 No Goods shall be manufactured, or sold or cause to be sold, or no Services shall be provisioned by the Vendor in violation of any right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or of any charge, mortgage or lien.
- 6.4 The Vendor shall not use BSN's logo, pictures, images, graphic, trademark or trade name associated to BSN and make any reference to BSN (including but not limited to reference to BSN as the Vendor's client) in any of the BSN's proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining BSN's prior written consent.

## **7. Information Security Policy**

Vendors using BSN systems (if relevant) or accessing BSN information, electronic or otherwise shall abide by all BSN 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.

## **8. Anti-Corruption**

- 8.1 Each Party hereby warrants that in undertaking its obligations under this Code, it shall and shall procure or ensure that its employees, subcontractors, agents or other third parties who are performing services in connection with this Vendor Code of Conduct ("Related Parties") comply with all applicable anti-corruption laws and regulations, including the Malaysian Anti-Corruption Commission Act 2009 and the Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and BSN Anti-Bribery & Anti-Corruption Policy or any relevant anti-corruption policies and documents provided by one Party to the other.
- 8.2 Each Party further warrants that it and their Related Parties shall not cause the other Party to be in breach of any of the applicable anti-corruption laws and regulations.
- 8.3 In performing each Party's obligations under this Vendor Code of Conduct, both Parties hereby declare that they and their Related Parties have not solicited, given or received any offer, payment, promise to pay or authorization of the payment of any money or any offer, gift, financing, promise to give or authorization of the giving of anything of value, directly or indirectly:
- (i) to or for the use or benefit of any official or employee of any government, agency or any entity owned by such government or any political party, official or candidate;
  - (ii) to improperly induce such persons to make any act or decision to help any of the Party obtain or retain business or otherwise gain an improper business advantage;
  - (iii) to improperly induce such persons to approve, reimburse, prescribe or purchase any of the Party's service or product; or
  - (iv) to influence the outcome of any project, or otherwise improperly to benefit any of the Party's business activities;

unless such offer, payment, gift, financing, promise or authorization is authorized by the written laws or regulations in Malaysia.

- 8.4 Each Party undertakes to report any violation of the terms under this Clause, either actual or suspected, to the non-defaulting
- 8.5 Party immediately upon discovery. Both Parties agree that any such violation of this Clause by either Party or investigations conducted by the relevant authority due to such violation may be a ground for the other Party to terminate this Code, without prejudice to the other Party's other rights and remedies under the law, by giving written notice to the defaulting Party with immediate effect.
- 8.6 Each Party shall, at no cost to the other Party, provide reasonable assistance (if necessary) to the other Party in respect of any queries from or investigations by the relevant law enforcement agencies.

*[End of Vendor Code of Conduct]*