ANTI-CORRUPTION & BRIBERY POLICY & PROCEDURES

APPROVED FOR IMPLEMENTATION BY SURIA BOARD ON 29 JUNE 2020

SURIAGROUP

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Prepared By

CHIEF FINANCIAL OFFICER

Date: 29 June 2020

Approved By

GROUP MANAGING DIRECTOR
FOR AND ON BEHALF OF
THE BOARD OF SCHB
Date: 29 June 2020

SECTION 1

1.0 POLICY STATEMENT

1.1 Suria Capital Holdings Berhad ("SCHB") and its subsidiaries (hereinafter collectively referred to as "SuriaGroup") adopt a zero-tolerance policy against all forms of corruption and bribery, regardless of the amounts involved and committed at whatever level of the organisation;

1.2 The Board of Directors and employees of SuriaGroup must acknowledge and are reminded:

(a) To uphold the highest standards of ethical conduct and integrity in business activities;

(b) To act professionally, fairly and with integrity in all our business dealings and relationships;

(c) To fully comply with all laws and regulations which govern SuriaGroup's businesses and operations;

(d) To take all the necessary measures to prevent corrupt practices in their dealings with all our existing and prospective customers, agents, service providers, contractors, consultants, suppliers, vendors, associates joint venture ("JV") partners and third parties;

(e) That they are prohibited and shall prohibit customers, agents, service providers, contractors, consultants, suppliers, vendors, associates, JV partners and third parties from engaging in any corruption and/or bribery attempt which includes but not limited to payments through third parties;

(f) That they are prohibited from **receiving and giving**, either directly or indirectly, any bribe, gift, reward, consideration, favour or any advantage (in monetary form or otherwise such as material information) **from or to** any of our customers, agents, service providers, contractors, consultants, suppliers, vendors, associates, JV partners and third parties for the purpose of influencing them to act in contrary of our internal policies and procedures or for the purpose of obtaining any rewarding treatment with respect of any terms, conditions or price of a contract; and

(g) That they are prohibited from colluding with customers, agents, service providers, contractors, consultants, suppliers, vendors, associates and any third

parties with the intention to compromise or instigate any party to perform any such actions in their personal interest.

1.3 This Anti-Corruption and Bribery Policy and Procedures ("ACB P&P") shall be read together with SuriaGroup's other Internal Policies / Standard Operating Procedures / Guidelines / Manuals including but not limited to SuriaGroup's Code of Conduct, Terms and Conditions of SuriaGroup's Employees, Whistleblowing Policy, Corruption Risk Management Framework and Procurement Procedures and Authority Limits.

1.4 The Board of Directors shall be overall responsible to ensure the ACB P&P is adequate and effective and is in line with prevailing laws, rules and regulations.

2.0 OBJECTIVES

2.1 The ACB P&P sets out the responsibilities of the Board of Directors and employees of SuriaGroup to adopt and observe a zero-tolerance policy against all forms of corruption and bribery in compliance with the Malaysian laws and regulations against corruption and bribery.

2.2 The objectives of the ACB P&P are:

(a) To provide information and guidance to the Board of Directors and employees on the expectation regarding their business and professional conduct so as not to be involved in any act of corruption and/or bribery;

(b) To provide guidance on how to identify or recognise the act of corruption and/or bribery and to set out the procedures on how to deal with issues relating to corruption and/or bribery as well as breaches of the ACB P&P without fear of reprisal;

(c) To ensure that SuriaGroup has adequate policy and procedures in place to prevent and detect corruption and/or bribery; and

(d) To protect SuriaGroup against possible penalties and repercussions resulting from any acts of corruption and/or bribery committed by the Board of Directors or employees.

3.0 SCOPES AND APPLICABILITY

3.1 The ACB P&P is applicable to:

(a) the Board of Directors of SCHB and each subsidiary in SuriaGroup, and all employees of SuriaGroup (whether permanent, on contract or temporary); and

(b) SuriaGroup's customers, agents, service providers, contractors, consultants, suppliers, vendors, associates, JV partners and third parties who shall comply with the terms and conditions as contained in the contract, agreement, letter of appointment and/or any other forms of documentary evidence that have established or may establish the contractual obligations between SuriaGroup and these parties.

4.0 DEFINITIONS

Associated person(s) include the directors and employees of SuriaGroup and persons who perform services for and on behalf of SuriaGroup such as customers, agents, service providers, contractors, consultants, suppliers, vendors, associates, JV partners and third parties pursuant to Section 17A(6) of the Malaysian Anti-Corruption Commission Act 2009.

Board of Directors means the Board of Directors of SCHB and each of the individual subsidiary with SuriaGroup.

Committee means the appropriate Committee of the Board of Directors and/or Senior Management.

Employees mean all individuals working at Suria Capital Holdings Berhad and any of the subsidiary companies, ports and affiliates (if any).

HOC means Head of Company.

HOD means Head of Department.

Head GP means Head of Group People Department.

GCS means Group Company Secretary.

GP means Group People Department.

GMD means Group Managing Director.

MACC means Malaysia Anti-Corruption Commission.

MACC Act means Malaysian Anti-Corruption Commission Act 2009.

MACC (Amendment) Act means Malaysian Anti-Corruption Commission (Amendment) Act 2018.

Senior Management means the Group Managing Directors and the members of the Executive Management Committee ("EXCOM") unless specifically stated otherwise.

5.0 COMPLIANCE WITH LAWS AND REGULATIONS

5.1 The requirements in the ACB P&P shall at all times be consistent with and comply with the laws and regulations of Malaysia. In the event of any inconsistency or conflict between the requirements of this ACB P&P and the laws of Malaysia, the latter shall prevail.

5.2 The paramount laws on anti-corruption and bribery is the MACC Act, MACC (Amendment) Act and the Penal Code (Chapter IX).

5.3 The infringement of this ACB P&P shall constitute a serious misconduct or offence that warrants a disciplinary action up to and may include dismissal.

6.0 CORRUPTION AND BRIBERY

CORRUPTION

6.1 Corruption is defined as abuse of position for personal gain or misuse of position to help others to improperly enrich themselves.

BRIBERY

6.2 Bribery is the most common form of corruption and it can be broadly described as the offering, promising, giving, accepting, receiving or soliciting of an advantage as an inducement or as a reward for an action which is illegal or constitute a breach of trust in order to gain any commercial, contractual or personal gain or advantage.

6.3 Bribery can be in the form of cash and other forms including non-cash gifts, lavish entertainment or hospitality or other reward or benefit. Bribes can be:

(a) **direct** – for instance, an employee gives a bribe to someone directly or the employee receives a bribe directly from someone; or

(b) **indirect** – for instance, an employee receives a bribe from someone (a third party) through another employee or another person or an employee engages someone (whether another employee or a third party) to give a bribe to another person (also a third party).

6.4 Bribery constitutes a crime and both the offeror and the recipient can be criminally charged. By merely offering to give or agreeing to receive a bribe would be sufficient for an offence to be committed, regardless whether the bribe was actually given or not or was accepted or not.

GOVERNING ACT

6.5 Bribery and corruption are punishable offences under the MACC Act and MACC (Amendment) Act. There are five (5) main offences prescribed by the Acts:

(a) Soliciting / receiving gratification (bribe) as per Section 16 & 17(a);

(b) Offering / giving gratification (bribe) as per Section 17(b);

(c) Offence committed by Commercial Organisations as per Section 17(A);

(d) Intending to deceive (false claim) as per Section 18; and

(e) Using office or position for gratification (bribery) as per Section 23.

PENALTIES

6.6 Any person who commits an offence under sections 16, 17, 20, 21, 22 and 23 shall on conviction be liable to:

(a) Imprisonment for a term not exceeding twenty (20) years; and

(b) A fine of not less than five (5) times the sum or value of the gratification which is the subject matter of the offence, where such gratification is capable of being valued or is of a pecuniary nature, or Ringgit Malaysia ten thousand (RM10,000), whichever is the higher.

6.7 Any person who commits an offence under **section 18** shall on conviction be liable to:

(a) Imprisonment for a term not exceeding twenty (20) years; and

(b) A fine of not less than five (5) times the sum or value of the false or erroneous or defective material particular, where such false or erroneous or defective material particular is capable of being valued, or of a pecuniary nature, or Ringgit Malaysia ten thousand (RM10,000), whichever is the higher.

6.8 Additionally, pursuant to MACC (Amendment) Act, any breaches of this ACB P&P may tantamount to a breach of **Section 17A** of the MACC Act where in the event that any commercial organisation commits an offence under Section 17A shall, on conviction, be liable to:

(a) A fine of not less than ten (10) times the sum or the value of gratification or Ringgit Malaysia one million (RM1 million), whichever is higher; OR

(b) Imprisonment for a term not exceeding twenty (20) years (applies to the individual Board of Director or employee concerned): or

(c) Both (a) and (b) above.

DEFINITION OF GRATIFICATION UNDER THE MACC ACT

6.9 Gratification as defined in MACC Act includes:

(a) Money, donation, gift, loan, fee, reward, valuable security, property or interest in property, whether movable or immovable, financial benefits;

(b) Office, dignity, employment, contract of employment/services and agreement to give employment/render services in any capacity;

(c) Payment, release, discharge/liquidation of loan, obligation or other liability;

(d) Valuable consideration of any kind, 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, whether or not already instituted, and including the exercise or the forbearance from 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 (a) to (f). Chapter IX of the Penal Code covers offences by public servants accepting and abetting in corruption.

SECTION 2

7.0 UNACCEPTABLE PRACTICES

7.1 It is **NOT** acceptable to:

(a) Give or promise to give or offer a payment in the form of gift, hospitality or entertainment to secure or award an improper business advantage;

(b) Give or promise to give or offer a payment in the form of gift, hospitality or entertainment to a government official, agent or representative to facilitate, expedite or reward any action or procedure;

(c) Accept payment from a third party knowing or suspecting it is offered with the expectation that it will obtain a business advantage from them;

(d) Induce another individual or associated person to indulge in any prohibited acts;

(e) Give or accept any gift which could be reasonable be perceived to be in contravention of this ACB P&P or applicable laws and regulations; or

(f) Engage in any activity that may lead to the breach of this ACB P&P.

8.0 GIFTS AND ENTERTAINMENT

Gift

8.1 Consistent with Section 11.10 of SuriaGroup's Employee Code of Conduct, it is the policy of SuriaGroup that no employee or any member of his immediate family will accept any form of gifts or favours from associated persons or any other party having business dealings with SuriaGroup.

8.2 As this ACB P&P is applicable to Directors and employees, in such circumstances where it is customary to accept gifts, Director or employee shall be permitted to accept such gifts of **nominal value** provided that such gifts are not extended and/or accepted for the purpose or with the intention of:-

(a) Influencing any present or future act or decision by the Director or employee;

(b) Inducing the Director or an employee to perform or omit any act in violation of his proper duties and responsibilities; or

(c) Inducing the Director or employee to use or direct any other person to use his influence for the purposes of expediting, benefiting, prejudicing or affecting, whether directly or indirectly, the business dealings or relationship of the gift giver with SuriaGroup.

8.3 For the purpose of this section, **'Nominal Value'** of a gift shall be defined as the sum of the gift(s) having the aggregate monetary value of not more than Ringgit Malaysia Three Hundred and Fifty only (RM350).

Entertainment

8.4 Directors and Employees shall not accept any gratuitous entertainment from associated persons or any third party with whom SuriaGroup has busines dealings with unless such entertainment is or is able to be reciprocated by the Director or employee:

(a) In his personal capacity; or

(b) By obtaining reimbursement from SuriaGroup as part of SuriaGroup business entertainment expense.

8.5 Types of entertainment include but not limited to:

(a) Significant travel expenses, particularly foreign travel costs;

(b) Overnight accommodation;

(c) Unaccompanied entertainment; and

(d) Entertainment received on a regular basis from one person or organisation.

8.6 Directors shall disclose to the GMD and GCS whereas employees shall report to their HOD and Head GP if they receive gifts which exceed the nominal value or receive an offer on entertainment.

8.7 Employees shall, if in doubt as to the nature or purpose of the gift or entertainment shall consult the Head GP who shall decide, either in consultation which the HOC or GMD, the course of action in respect of such gift or entertainment. A gift which cannot be accepted shall be:

(a) Returned to the donor; or

(b) If such return is not possible or impracticable for instance if the gift consists of perishable items, the gift shall be retained by SuriaGroup for distribution to employees or its Sports and Recreational Club or recognised charitable organisations.

8.8 The HOC is responsible to ensure that his company maintains a log of all approvals together with copies of the approved written requests on an offer on entertainment which is permissible and accepted pursuant to paragraph 8.4 above.

9.0 FACILITATION PAYMENTS

9.1 Facilitation payments are typically small, unofficial payments made to secure or expedite the performance of a routine or necessary action, which the payer is entitled, legally or otherwise.

9.2 Offering, promising, requesting, paying facilitation payments is strictly prohibited. The facilitation payments need not involve cash or other asset, it can be any sort of advantage to influence the recipient in performing their duties.

9.3 All directors and employees must not offer, promise, give, request, accept or receive anything which may be regarded as a facilitation payment. If an employee is offered facilitation payment, the employee must immediately report either directly to the HOC or to the GMD.

10.0 KICKBACKS

10.1 Kickbacks refer to payments made in return for a business favour or advantage.

10.2 Kickbacks are normally fulfilled after a company has awarded a contract. Kickbacks take place and involved employees in those departments responsible for decisions to award contracts.

10.3 Directors and employees must avoid any activity that might lead or suggest that kickbacks will be offered or made by or on behalf of SuriaGroup. To avoid such activity, any suspicions, concerns or queries regarding a payment should be reported to the HOC or to the GMD.

11.0 SPONSORSHIP AND DONATIONS

11.1 SuriaGroup may provide sponsorship or make donations as long as it does not contravene any applicable laws or regulations. All sponsorships or donations are to be appropriately approved by the approving authority (the HOC, GMD or the Board of Directors) and must be accurately documented.

11.2 Any sponsorships or donations must NOT be used to facilitate corruption, bribery and/or money laundering activities.

11.3 The following procedures shall be observed in processing any request for sponsorship or donations:

(a) All requests for sponsorship and/or donations must be carefully examined by the HOC or the GMD via a proper due diligence to ascertain:

i) That the request is legitimate to ensure that if the sponsorship or donation is made, it is not to improperly influence a business outcome.

ii) That the recipient is a legitimate organisation to ensure that the benefits shall reach the intended recipients or the programme where the intended objectives shall be met.

(b) No sponsorship or donations shall be made to a beneficiary who is controlled by any political officials or party(ies) for advancement of political activities.

(c) The prior approval of the approving authority in accordance with the approval limits shall be obtained prior to providing sponsorship or making donations.

12.0 DEALING WITH PUBLIC OFFICIALS

12.1 Public official means an individual having public official functions or acting in a public official capacity, and include any of the following:

(a) "officer of a public body" as defined in the Malaysian Anti-Corruption Commission Act 2009;

(b) An officer or employee of any government body or agency or statutory body, ministry or department of the government (of any level);

(c) Police, military, paramilitary, security services, police force, customs, border patrol, legislatures and judicial system of any country;

(d) elected political representative;

(e) political party and any officer, employee or other person acting on behalf of a political party;

(f) candidate for public office;

(g) member of a ruling or royal family;

(h) special adviser to governments, or individual government officials, whether paid or unpaid, formal or informal; and

(i) family member of any of the above.

12.2 SuriaGroup strictly prohibits the paying of non-business travel, business travel and hospitality expenses incurred by the public official. However, SuriaGroup shall pay for expense incurred or to be incurred by public officials who are invited to officiate or attend SuriaGroup's official functions where the budget for expenses relating to their non-business travel and business travel expenses have been duly approved by the Board of Directors.

13.0 DEALING WITH THIRD PARTIES

13.1 Appropriate due diligence assessment shall to be conducted when dealing with third parties to prevent SuriaGroup from being exposed to risks of third parties which do not uphold ethical business practices.

13.2 SuriaGroup has in place adequate procedures to vet third parties pursuant to the Procurement Procedures and Authority Limits. Should it become likely during the

procurement or tendering processes that the prospective bidders or shortlisted bidders are engaging or have been engaging in inappropriate practices, the GMD must be duly informed and consulted for guidance on the next course of action.

13.3 In ensuring that SuriaGroup conducts its business with third parties that share SuriaGroup's standards of integrity and ethics, prior to the engagement or commencement of any business or professional relationship, all third parties must be made aware of SuriaGroup's ACB Policy and must sign a declaration form which states that:

(a) They understand the requirements of the ACB Policy and will comply with all laws relating to anti-corruption and bribery;

(b) They undertake to inform SuriaGroup of any breach/infringement of this ACB Policy, either by their officers or employees or by employees of SuriaGroup;

(c) They agree that the declaration form (attached as Appendix 1-6 to this ACB P&P) shall form part of the terms and conditions of their appointment and/or contract of service; and

(d) They acknowledge that SuriaGroup has the right to terminate or suspend their contract and disqualify them from tendering for future contracts if they are found to be in breach of the ACB Policy.

14.0 DIRECTORS AND EMPLOYEES' RESPONSIBILITIES

14.1 Directors and employees shall ensure, to the best of their ability, that associated persons dealing with SuriaGroup read and understand the requirements under this ACB P&P and must at all times adhere with the terms and conditions contained herein.

14.2 Directors and employees are responsible to prevent, detect and report corrupt acts or practices of all associated persons working for SuriaGroup or under SuriaGroup's control and to avoid any activity which may lead to, or suggest a breach of any terms in this ACB P&P.

14.3 If it is found that an employee is in breach of the ACB P&P, SuriaGroup reserves the right to terminate the contractual relationship between the employee and any associated persons or any other third parties.

14.4 The employee who is found to have breached this ACB P&P or commit corrupt act or practices shall be subject to appropriate disciplinary action up to and may include dismissal. The employee shall be made solely responsible for:

(a) any financial loss suffered by the associated persons or third parties; and

(b) the fines upon conviction as determined in the court of law.

15.0 RAISING CONCERN AND PROTECTION FOR RAISING CONCERN

15.1 Directors and employees are encouraged to raise concerns on potential or current suspicion of corruption, bribery and/or any form of malpractices or if they become aware or suspect or have reason to believe that a breach of any terms of this ACB P&P has happened or is likely to take place.

15.2 In raising a concern, the Directors shall notify the GMD or GCS while employees shall notify his HOD, HOC or Head GP. The notification shall be made using the Whistleblowing Form which can be downloaded from SuriaGroup's website, or through any other communication channels, such as email, text messaging or meeting in person so that the concern or breach can be expeditiously escalated to the relevant and right personnel.

15.3 In the event of uncertainty regarding the chain of reporting, the employee may raise their concern directly to the Head GP or GMD via email, text messaging or meeting in person.

15.4 HOD, HOC, Head GP and GMD shall take responsibility to act with integrity and encourage openness in supporting anyone who raises a genuine concern in good faith.

15.5 Employees are given the assurance that HOD, Senior Management, HOC, Head GP and GMD are committed in ensuring that employees shall not be subject to any unfair or detrimental treatment for reporting concerns in good faith on potential or current suspicion of corruption, bribery and/or any form of malpractices.

15.6 Associated persons or any other third parties are encouraged to refer to SuriaGroup's Whistleblowing Policy that is available on SuriaGroup's website, on the procedures to raise concerns on potential or current suspicion of corruption, bribery and/or any form of malpractices.

15.7 Any enquiries on the Whistleblowing Form can be directed to:

Group Company Secretary
Tel: 088 – 257788 (ext. 226/209)
Email: gcs@suriaplc.com.my

16.0 RECORD KEEPING

16.1 The Company shall maintain proper and complete financial records and have in place sufficient internal controls to substantiate payments made to or received from third parties in the ordinary course of business dealings.

17.0 ON-GOING TRAINING

17.1 Communication / dissemination of this ACB P&P shall be made available to all Directors and employees of SuriaGroup.

17.2 SuriaGroup's stance on zero-tolerance policy towards corruption and bribery shall be communicated to all employees via annual training or briefing.

17.3 Adequate information on SuriaGroup's anti-corruption and anti-bribery position shall be disseminated to associated persons and any other third parties via various communication channels including information to be posted to the website of each company within SuriaGroup.

18.0 MONITORING AND REVIEW

18.1 SuriaGroup's Risk Management Department ("GRMD") together with GP shall take the lead in the implementation of the ACB P&P which include the annual communication and briefing for all employees.

18.2 GRMD shall ensure that the corruption risk assessment is carried on periodic basis in accordance with its Corruption Risk Management Framework in accordance to its annual work plan and activities as approved by the Risk Management and Sustainability Committee of the Board.

18.3 SuriaGroup's Internal Audit Department ("GIAD") shall monitor the implementation of this ACB P&P via regular audits on the effectiveness of the implementation of the ACB P&P, including but not limited to the reporting and escalation processes of issues relating to corruption and bribery, to ensure that the ACB P&P continue to remain effective and relevant.

18.4 Relevant employees from GRMD, GP and GIAD shall keep themselves abreast with new developments in the requirements of laws, rules and regulations on anti-corruption and bribery through relevant training and development programmes.

18.5 GRMD shall assist the CFO in the periodic review of the ACB P&P once in every three (3) years or as and when required. The review shall include the updating of SuriaGroup's practices to address each item in the MACC Guidelines on Adequate Procedures. (Note: Adequate Procedures is a defence mechanism for SuriaGroup, its directors and Senior Management in any corruption or bribery cases).

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Appendix 1

SURIAGROUP EMPLOYEE DECLARATION FORM ACKNOWLEDGEMENT OF ANTI-CORRUPTION AND BRIBERY POLICY AND PROCEDURES

I, _____, hereby declare that I have read and understood SuriaGroup's Anti-Corruption and Bribery Policy and Procedures ("the Policy") and the responsibilities required of me in relation to the said Policy.

I will abide by the requirements and provisions as set out in the Policy which shall be read together with SuriaGroup's other Internal Policies / Standard Operating Procedures / Guidelines / Manuals including but not limited to SuriaGroup's Code of Conduct, Terms and Conditions of SuriaGroup's Employees, Whistleblowing Policy, Corruption Risk Management Framework and Procurement Procedures and Authority Limits, as required under my employment contract with SuriaGroup.

I agree to SuriaGroup's a zero-tolerance approach towards corruption and bribery and the possible actions of:

a) Dismissal; or
b) Legal action by SuriaGroup; or
c) SuriaGroup filing a police report; or
d) SuriaGroup filing a report to the Malaysian Anti-Corruption Commission,

that may be taken against me for the breach of the Policy.

I also understand that if I have assisted or facilitated the violation of the Policy and any provisions in the Malaysian Anti-Corruption Commission Act 2009 and the Malaysian Anti-Corruption Commission (Amendment) Act 2018, whether actively or by way of negligence or omission, will also be deemed to have violated the Policy and may be liable for the actions as stated above.

.....

Name:
NRIC:
Designation:
Date:

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Appendix 2

BOARD OF DIRECTOR DECLARATION FORM
ACKNOWLEDGEMENT OF ANTI-CORRUPTION AND BRIBERY POLICY AND PROCEDURES

I, _____, hereby declare that I have read and understood SuriaGroup's Anti-Corruption and Bribery Policy and Procedures ("the Policy") and the responsibilities required of me in relation to the said Policy.

I will abide by the requirements of the provisions as set out in the Policy.

I agree to SuriaGroup's a zero-tolerance approach towards corruption and bribery and the possible legal actions of that may be taken against me for the breach of this Policy.

I also understand that if I have assisted or facilitated the violation of the Policy and any provisions in the Malaysian Anti-Corruption Commission Act 2009 and the Malaysian Anti-Corruption Commission (Amendment) Act 2018, whether actively or by way of negligence or omission, will also be deemed to have violated the Anti-Corruption and Bribery Policy and Procedure and may be liable for legal actions to be taken against me as stated above.

.....

Name:
NRIC:
Designation:
Date:

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Appendix 3

THIRD PARTY DECLARATION FORM

1. We are the contractors/ vendors/ suppliers/ solicitors/ agents/ consultants/ joint venture partners/ introducers/ government intermediaries of SuriaGroup.

2. We hereby declare that we will comply with:

   (i) The provisions in the Malaysian Anti-Corruption Commission Act 2009 and the Malaysian Anti-Corruption Commission (Amendment) Act 2018; and

   (ii) SuriaGroup Anti-Corruption and Bribery Policy and Procedure ("ACB P&P").

3. We have not been convicted nor have we been subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach. We will report to the Management of SuriaGroup on any actual or suspected breach as soon as reasonably practicable and to the such extent as permitted by law.

4. We undertake to promptly inform the Management of SuriaGroup of any breach and/ or alleged/ suspected breach of the requirements and cooperate with SuriaGroup in any investigation of such breach involving the Directors or employees of SuriaGroup staff.

5. We acknowledge that the provisions as set out in this Declaration Form shall form part of the terms and conditions of our appointment and/or contract of service.

6. We further acknowledge that SuriaGroup has the right to suspend or terminate the contract/ agreement/ job and disqualify us from tendering for future contracts/ jobs if we were found to have breached the requirements or any other terms and conditions implemented by SuriaGroup pursuant to the contract / agreement / job

Signature of Authorised Person : .....

Name of Company's Authorised Person : .....

Company's Name : .....

Company's Stamp : .....

Date : .....