

General Terms & Conditions for Vendor Onboarding

1. Definitions

1.1 In relation to the terms and conditions set out below ("Conditions") the following words shall have the following meanings:

- (i) **"Confidential Information"** means all information of any kind obtained by or which comes into the possession of one Party from the other in the course of the performance of this Conditions, whether in printed or electronic form, including but not limited to know-how, technical information (inclusive of all inventions, algorithms, processes, designs, specifications, drawings, samples, software codes, security procedures and approaches), data, trade secrets, customer information and information relating to either Party's (or its respective parent or subsidiary company's) business, marketing strategies, financial condition, operations, employees; and which, in relation to the Purchaser, shall also include:
 - a) all details, data and information related to the customers of the Purchaser and other entities within the RHB Group, including but not limited to, customer's details and information, credit facility or banking account details, conduct and affairs of banking accounts by customers and all and any information which is governed under the secrecy provisions of Section 133 of the Financial Services Act 2013, Section 145 of the Islamic Financial Services Act 2013, Section 178 of the Labuan Financial Services and Securities Act 2010, and any other secrecy laws and regulations affecting the Purchaser and the RHB Group (hereinafter referred to as 'Customer Information');
 - b) the businesses or affairs of the Purchaser and the RHB Group, including but not limited to commercial information, business information, trade secrets or 'know-how', marketing strategies, ideas, concepts, financial conditions and information, trade secrets, operations, personnel details, decision technologies and/or design models, processes, security procedures and approaches which the Purchaser may impart and may from time to time impart to the Vendor pursuant to this Conditions;
 - c) any information or data relating to the concept and ideas, technology, formula or improvement, customisation or paramaterisation that is commercially valuable and not publicly available and including, but not limited to, all confidential and proprietary concepts, documentation, reports, data specification, hardware and software inventory, hardware, software configuration, network topology, system diagrams, database schema, IP addresses, the Purchaser's IPRs, its source code, object code, flow charts, databases, inventions, whether or not patentable or copyrightable; and
 - d) such other information shared with the Vendor in which the Purchaser or any entity(ies) within the RHB Group has a business, proprietary or ownership interest or has a legal duty to protect, whether or not received from a third party/personnel of the Purchaser and the RHB Group, in whatever form, which the Purchaser considers to be confidential and which might fairly be considered to be of a confidential nature and which may be received, accessed or obtained by the Vendor during the period of this Conditions;

whether or not notified to the Vendor or labeled, as "Confidential" for the purpose of this Conditions;

- (ii) **“Goods”** means tangible items;
- (iii) **“Services”** means include but are not limited to, installation, maintenance, and other types of services to be supplied by the Vendor to RHB Group;
- (iv) **“Contract”** means an agreement relating to the supply of Goods and/or Services to Purchaser by the Vendor made pursuant to a Purchase Order and/or Work Order issued by Purchaser pursuant to the Conditions;
- (v) **“Purchase Order”** means an order for a specific number of Goods and/or Services depending on Purchaser’s requirements from time to time which is placed by Purchaser with the Vendor pursuant to the Conditions and Purchase Orders shall be construed accordingly;
- (vi) **“RHB Group”** means RHB Bank Berhad Group of Companies;
- (vii) **“Quality Control Procedures”** means Purchaser’s quality control procedures details of the Goods, which shall be advised and notified to the Vendor at any time and from time to time, including but not limited to the following:
 - (a) the Goods will be free from defects (manifest or latent) in materials and workmanship;
 - (b) conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available to the Supplier) supplied by, or on behalf of the Supplier;
 - (c) be free from design defects; and
 - (d) be suitable for the purposes intended by Purchaser which Purchaser has notified to the Vendor in writing. The Vendor irrevocably and unconditionally acknowledges and agrees that the approval by Purchaser of any designs provided by the Vendor will not relieve the Vendor of any of its obligations under this clause.
- (viii) **“Work Order”** means a request or order placed by Purchaser with the Vendor for the Services (depending on Purchaser’s requirements from time to time) pursuant to this Conditions and Work Orders shall be construed accordingly.
- (ix) **“Other Purchaser”** means other entity (ies) within the RHB Bank Berhad Group of Companies that also receives the goods or services supplied by the Vendor as confirmed by the Purchaser pursuant to the Contract.

- (x) **"Purchaser"** means entity (ies) within the RHB Group that engaged the Vendor for the supply of goods or services pursuant to this Conditions and Purchase Orders.
- (xi) **"Vendor"** means contractor/supplier appointed by Purchaser that supplies the goods or services to the Purchaser and/or Other Purchaser and Purchase Orders.

2. Quality Control

2.1 All quality control procedures issued by Purchaser any time and from to time to time shall form part of these Conditions.

2.2 If:-

- (a) the initial quality control procedures are not complied with or completed to Purchaser's satisfaction, or
- (b) at any time thereafter, ongoing quality control procedure are not complied with, to Purchaser's satisfaction

Then Purchaser may terminate the whole or any unfulfilled part of any applicable Contract at any time without further liability to the Vendor other than to pay for any Goods and/or Services which Purchaser has received from the Vendor and which Purchaser does not reject pursuant to any provision of the Conditions.

2.3 The Vendor shall grant to representatives of Purchaser access at all reasonable times to the Vendor's premises and any premises where Goods/and or Services, or any materials from which Goods are manufactured, processed, packed, stored or collected for the purposes of inspecting and examining materials used in, and the process of manufacture, processing, packaging, storage and collation of, any Goods being supplied or to be supplied to Purchaser.

2.4 Notwithstanding inspection or examination by Purchaser pursuant to Condition 2.3, such inspection or examination shall not absolve the Vendor from responsibility or liability under these Conditions nor imply acceptance of the Goods by Purchaser.

2.5 Purchaser shall be entitled to conduct any test or other procedures either at the Vendor's premises or otherwise on any Goods or any materials from which Goods are manufactured, processed, packed, stored or collected as may be deemed by Purchaser to be necessary to be conducted. The cost of any such testing, auditing, checking or evaluation shall be borne by the Vendor and the Vendor shall pay such amount as Purchaser shall notify to the Vendor immediately forthwith upon demand.

3. Non-exclusive

The Parties hereby acknowledge that nothing herein shall impose upon Purchaser any obligation to purchase the Goods and/or the Services or any part thereof on an exclusive basis from the Vendor.

4. Personnel

- 4.1 The Purchaser shall ensure that, in connection with and for the purpose of providing the Services, it has a sufficient number of personnel to carry out the Services duly, efficiently, expeditiously and in accordance with the terms hereof ("Personnel") and shall further ensure / procure that the Personnel:
- (a) duly and punctually carry out their respective duties;
 - (b) are adequately qualified and trained to the level of expertise required to carry out the Services; and
 - (c) provide the Services with all due care, diligence and in an efficient, workmanlike and professional manner and using their best endeavours.
- 4.2 Purchaser is entitled, without prejudice to any other rights or remedies available to Purchaser to require the Vendor to remove from the Services any Personnel who, in the opinion of Purchaser is, incompetent, inexperienced, unskilled, of bad character, likely to be a security threat and/or negligent in the proper performance of his duties and the Vendor shall forthwith replace at the Vendor's sole expense, any such discharged Personnel with a suitably qualified and experienced person satisfactory to Vendor.
- 4.3 Further, the Vendor acknowledges that where it requires the access and use of the Purchaser's premise to perform its obligations under any Contract, it undertakes:
- a) to keep safe and maintain all materials and property of the Purchaser located at the Purchaser's premise or otherwise made available to the Vendor pursuant to the Contract, in good condition and protect the same against loss or damage howsoever caused;
 - b) not to bring any equipment, goods or chattels onto the Purchaser's premises, without the consent of the Purchaser;
 - c) to keep the Purchaser's premise in good condition and clean and tidy and clear of debris and rubbish and to leave the same clean and tidy and as in good state of repair and condition;
 - d) to return all materials and facilities owned or controlled by the Purchaser which are utilised by the Vendor in the course of providing the Services, upon completion of use or otherwise upon termination, in good condition apart, where relevant, from reasonable wear and tear;
 - e) not to effect any structural or other alteration to the Purchaser's premise without the prior written consent of the Purchaser which consent may be provided with such conditions as the Purchaser deems necessary;
 - f) to ensure compliance by its personnel at all times with such reasonable rules and regulations as the Purchaser may make from time to time governing the use of the Purchaser's premises and to remove immediately from the said premise or location any such personnel who has failed to comply with such rules and regulations, upon request by the Purchaser;
 - g) not to display or allow the display of any signs or notices at the Purchaser's premise without the prior written consent of the Purchaser;
 - h) to comply in all respect with all applicable laws and regulation and not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting RHB's premise which would or might vitiate in whole or in part any insurance effected in respect of the Purchaser's premise. In particular, the Vendor shall not cause risk to the health and safety of any person by neglect or misuse of any fixtures and fittings or buildings or structure at the Purchaser's premises;

- i) to give all reasonable assistance and facilities to officers, servants or agents of the Purchaser in the alteration at any time of the layout, decoration or equipment of or on the Purchaser's premise; or
- j) not to access and use nor to allow others to access and use the Purchaser's premise other than for the purpose of carrying out the obligations under any Contract and for the purposes contemplated and allowed pursuant to applicable Contract.

4.4 Purchaser is entitled to require the Vendor to, in case of illness or accident preventing / delaying / capable of preventing / delaying the performance of the Services, promptly replace the said Personnel.

5. Indemnification

To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Purchaser, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, or penalty whatever awarded against or incurred or paid by RHB (including penalties imposed by regulators) that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of the Conditions.

6. Information Security Policy

Vendors using Purchaser systems or accessing Purchaser information, electronic or otherwise shall abide by all Purchaser policies and procedures, as defined in the Purchaser's 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.

7. Close Relatives And Former RHB Group's Staff

Vendor shall use its best efforts not to assign the Contract to any of Vendor's employees or its subcontractor's employees who are relatives of current RHB Group staff. For purposes of this clause, the term "relative" is defined as (including but not limited to those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew. In the event Purchaser or Vendor discovers that any of Vendor's employees or its subcontractors' employees are relatives of a current member of the RHB Group staff, Purchaser may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Purchaser, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Purchaser for any actual direct costs incurred by Purchaser resulting from a knowing violation of this Article. Vendor shall notify Purchaser of any of Vendor's employees or subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this Conditions that are former RHB Group staff members and shall warrant that said former RHB Group staff are not subject to any work restrictions by virtue of their former employment with the RHB Group.

8. Procurement Integrity

- 8.1 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 Purchaser as an organization, and to ensure that employees assigned to perform any work will conduct themselves in a manner consistent therewith.
- 8.2 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 in which work shall be performed under the Contract.
- 8.3 Vendor acknowledges that it is aware of and will comply with Purchaser's vendors' policies, 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 (collectively "Purchaser's Vendor Integrity Policies"). Vendor warrants that Vendor and Vendor's employees, subcontractors and subcontractors' employees are in compliance with Purchaser's Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.
- 8.4 Vendor and all subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all subcontractors by RHB Group are not used to finance, support or conduct terrorism.
- 8.5 Vendor and Vendor's employees, subcontractors and subcontractor's employees shall, during the term of this Conditions, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Purchaser under this Conditions.
- 8.6 Vendor warrants that no official of the RHB Group or its member received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this Conditions or the award thereof.
- 8.7 The remuneration of Vendor shall constitute the sole remuneration in connection with this Conditions. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Conditions, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any subcontractors, and the employees, agents and representatives of Vendor and any subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Purchaser, of all fees, commissions, rebates, and discounts paid or received in connection with the Contract.
- 8.8 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 Purchaser's Vendor Integrity Policies;
 - (iii) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility;
 - (iv) used funds paid by RHB to Vendor or any subcontractors to finance, support or conduct terrorism; or
 - (v) an actual, potential or apparent conflict of interest, Vendor will disclose in writing, by providing written notice to RHB, of such violations, conduct, prohibited use of funds, or conflicts of interest.

- 8.9 Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor's employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Purchaser or other proper authority information relating to a violation of Purchaser's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of the Contract.

9. Confidentiality & Personal Data Protection

- 1.1. The Vendor shall not announce or disclose the existence of any contractual arrangement between the Vendor and Purchaser or its terms unless specifically agreed by Purchaser 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 Purchaser and approval of Purchaser to the contents of the announcement or disclosure. Should there be obligations arising from any compliance requirements to Personal Data Protection Act 2010 to the information as provided by the Purchaser, the Vendor agrees to observe the terms and conditions as stated in **Schedule 1** hereto.
- 1.2. The Vendor acknowledges the strict requirements and restrictions imposed on the Purchaser with regards to secrecy obligations in handling and management of Customer Information in the Confidential Information under the Financial Services Act 2013 and Islamic Financial Services Act 2013 and further undertakes that it (including without limitation its directors, Personnel and agents) shall:
- (a) undertake to comply with obligation of secrecy and confidentiality imposed under the applicable laws of Malaysia, safeguard the Customer Information and prevent any theft, loss, misuse or unauthorised access, modification or disclosure by whatever means;
 - (b) ensure the adequacy and effectiveness of its policies and procedures to protect the Customer Information;
 - (c) conduct robust vetting on its Personnel who handles Customer Information;
 - (d) allow its Personnel access to Customer Information strictly for the purpose of carrying out their functions under the Services;
 - (e) ensure that its Personnel understands and undertakes to comply with the prohibition on disclosure by whatever means of Customer Information to any person for any purpose other than that which is specified in this Conditions, permitted under the written law or approved by Bank Negara Malaysia, as the case may be (including after the expiry of the term);
 - (f) conducts training to its Personnel, at regular intervals, on relevant policies and procedures relating to the proper handling of Customer Information;
 - (g) investigate any breach or possible breach of its obligations under this Clause and shall determine the root causes of such breach or possible breach;
 - (h) report any breach or possible breach of its obligations under this Clause to the Purchaser immediately from the occurrence of such breach or possible breach; and
 - (i) allow the Purchaser to audit or inspect the Vendor's compliance with this Clause (including without limitation the Vendor's security procedures and measures to safeguard of the Customer Information).

10. Termination of Vendor

Purchaser shall be entitled forthwith to terminate the Conditions made thereunder by serving 7 days written notice to the Vendor if:-

- (a) the Vendor commits any breach of any of these Conditions and in the case of a breach which is capable to be remedied, fails to remedy the breach within seven (7) days of written notice to ;

- (b) the Vendor commits any act of bankruptcy or has a receiver or administrative receiver appointed of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the Vendor or its business or the Vendor is the subject of any equivalent event or proceeding under the law of any jurisdiction;
- (c) the Vendor has a negative shareholder's fund position which could or might in the opinion of RHB materially and adversely affects the ability of the Vendor to perform the Services;
- (d) in the event of a take-over of voting securities or acquisition of all or substantially all of the businesses, assets and / or liabilities of the Purchaser or its holding company, or any such action is taken by the Purchaser or its holding company in respect of the voting securities or businesses, assets and / or liabilities of another corporation, or other event having similar effect, which results in a change of control of the Purchaser or its holding company (hereinafter referred to as the "Event"). The effective date on which the Event is deemed to have occurred shall be as follows:-
 - (i) in the case of a take-over, on the closing date for acceptance of the take-over offer;
 - (ii) in the case of an acquisition, the date of completion of the relevant acquisition agreement; or
 - (ii) in any other event having similar effect, the date on which the transaction effecting the change in control is customarily considered completed.
- (e) Due to new laws or changes in law, guidelines or direction from regulatory authority binding on RHB Group which renders continued performance of this Conditions as invalid or not possible;
- (f) if the Vendor engages in any unlawful activities or violates any applicable laws, policies or regulations (which includes on anti-money laundering and anti-terrorism financing and proceeds of unlawful activities) whether applicable to the Services provided by the Vendor pursuant to any Contract or otherwise;

11. Termination for Convenience

Notwithstanding anything to the contrary herein contained, the Purchaser may terminate the Conditions without assigning any reasons whatsoever by giving thirty (30) days prior written notice to Vendor.

12. No Gift Policy/Anti-bribery

The Vendor, supplier or any other individual or organization shall not provide any kind of gift, to the employees of RHB Group, whether actual or potential, regardless of value. The Vendor further undertakes to comply in accordance to Schedule 2 of this Conditions.

13. Prohibition on the use of name and logo

The Vendor shall not use the Purchaser's logo, pictures, images, graphic, trademark or trade name

associated to the Purchaser and make any reference to the Purchaser (including but not limited to reference to the Purchaser as the Vendor's client) in any of the Vendor's proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining the Purchaser's prior written consent.

14. Payment Term

Unless stated otherwise in any Purchase Order issued by the Purchaser, Payment Term shall be thirty (30) days from the date of receipt of the invoice.

15. Governing Law & Jurisdiction

This Conditions shall be governed by the laws of Malaysia and parties hereto submit to the jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties under this Conditions.

16. Inconsistency

In the event of any inconsistency between the provisions stated herein and the Contract, the provisions in the Contract shall prevail.

17. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

17.1 The Vendor hereby represents, warrants and undertakes that:

- a) it has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- b) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- c) it has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- d) it has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- e) it will at all times comply with the Regulatory Requirements (as defined below in Clause 17.3);
- f) it will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 17.3) causing legal repercussion to the Purchaser due to its actions; and
- g) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

17.2 For the purpose of this Clause, the following are the definitions:

"instrumentalities of an offence" means:

- a) anything which is used in, or in connection with, the commission of any unlawful activity; or

- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

“proceeds of an unlawful activity” means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:

- a) which is wholly or partly:
 - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
 - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
 - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a) (i), (ii) or (iii);

“property” means:

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

“unlawful activity” means:

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

“serious offence” means:

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences;

“transaction” includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

17.3 The Vendor acknowledges and agrees that:

- a) the Purchaser is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which the Purchaser as

- a licensed financial institution may from time to time be subject to in Malaysia (collectively, “Regulatory Requirements”);
- b) the Purchaser shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
 - c) if the Purchaser is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Purchaser to approve any Contract has occurred or arisen, or the approval of this Conditions would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Purchaser’s receipt of any alert or positive name match from the relevant checks conducted on the Vendor and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of the Services) by the Purchaser pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Conditions, the Purchaser shall, at any time by giving not less than seven (7) working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
 - i. suspend any Contract, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
 - ii. cancel any Contract and terminate its relationship with the Vendor, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
 - d) if the Contract is cancelled/ terminated by the Purchaser pursuant to their compliance to Regulatory Requirements:
 - i. no utilisation or further utilisation of the services under the Contract shall be made allowed; and
 - ii. the Purchaser shall be entitled to exercise all or any of its rights and remedies available to it under the Contract, the applicable laws or otherwise;
 - e) it shall provide all such documents and information as the Purchaser may require (at all times during the term of the Contract) for the purposes of complying with the Regulatory Requirements;
 - f) the Purchaser shall be entitled to stop all services to be performed and received under any Contract, until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

SCHEDULE 1

Personal Data Protection

- 1 The Vendor undertakes to fully comply with the provisions of the Personal Data Protection Act 2010 ("Act") and any other laws, regulations and industry standards relating to the privacy, confidentiality or security of Personal Data (collectively, "Privacy Laws").
- 2 The Vendor shall Process Personal Data only on behalf of and for the benefit of Purchaser, only to the extent and in such manner as is necessary for the purposes of Processing Personal Data in connection with the Conditions, and to carry out its obligations pursuant to the Conditions and in accordance to Purchaser's written instructions.
- 3 Purchaser shall have the exclusive authority to determine the purposes for and means of Processing Personal Data and reserves the rights to amend such purposes and means from time to time.
- 4 The Vendor and its employees shall hold in strict confidence any and all Personal Data.
- 5 The Vendor shall ensure that access to the Personal Data is limited to:
 - (a) those employees who need access to the Personal Data to meet the Vendor's obligations under this Conditions; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 6 The Vendor shall ensure that all employees:
 - (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the laws relating to handling Personal Data; and
 - (c) are aware both of the Vendor's duties and their personal duties and obligations under such laws and this Conditions
- 7 Where Purchaser shares, transfers, discloses or otherwise provides access Personal Data to the Vendor, the Vendor shall:-
 - (a) employ appropriate safeguards to ensure compliance with Privacy Laws, including the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by Purchaser ("**Purchaser Data**");
 - (b) only process Purchaser Data for purposes relating to the Services and shall comply strictly with all directions given by Purchaser in respect of the same; and
 - (c) refrain from disclosing any Purchaser Data to any third party, or transfer any Purchaser Data outside Malaysia, without Purchaser's prior written consent.

- 8 In the event the Vendor is permitted to disclose Purchaser Data to any third party or contractors for the purposes of Processing Purchaser Data in connection with the Conditions, the Vendor shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on the Vendor under this Conditions.
- 9 The Vendor shall cooperate with Purchaser if an individual requests access to his or her Personal Data for any reason.
- 10 The Vendor shall maintain reasonable safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data ("Data Security Incident").
- 11 The Vendor shall promptly inform Purchaser in writing of any Data Security Incident of which the Vendor becomes aware, but in no case longer than 24 hours after it becomes aware of the Data Security Incident. Such notice shall summarize in reasonable detail the effect on Purchaser, if known, of the Data Security Incident and the corrective action taken or to be taken by the Vendor. The Vendor shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Purchaser in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Security Incident. The content of any filings, communications, notices, press releases or reports related to any Data Security Incident must be approved by Purchaser prior to any publication or communication thereof.
- 12 Promptly upon the expiration or earlier termination of the Conditions, or such earlier time as Purchaser requests, the Vendor shall return to Purchaser or its representative, or at Purchaser's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to Purchaser (which decision shall be based solely on Purchaser's written statement), each and every original and copy in every media of all Personal Data in the Vendor's possession, custody or control. In the event applicable law does not permit the Vendor to comply with the delivery or destruction of the Personal Data, the Vendor warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data after termination of the Conditions.
- 13 The Vendor shall provide to Purchaser a copy of all Personal Data held by it in the format and on the media reasonably specified by Purchaser at the request of Purchaser.
- 14 Purchaser shall have the right to monitor Vendor's compliance with the terms of this Conditions. During normal business hours, and without prior notice, Purchaser or its authorized representatives may inspect the Vendor's facilities, premise, records and any information or materials in the Vendor's possession, custody or control, relating in any way to the Vendor's obligations under this Conditions. An inspection performed pursuant to this clause shall not unreasonably interfere with the normal conduct of the Vendor's business. The Vendor shall cooperate fully with any such inspection initiated by Purchaser.
- 15 The Vendor shall deal promptly and appropriately with any inquiries from Purchaser relating to the Processing of Personal Data in connection with or incidental to the performance of the Conditions.
- 16 The Vendor agrees to immediately notify Purchaser in the event of any claim, notice, communication or complaint which relates directly or indirectly to the processing of the Personal Data and/or an event of non-compliance with Privacy Laws and the data protection principles set

out in the Act by either Party, whether discovered by the Vendor or forming the subject of an investigation and/or action by the relevant authorities. The Vendor shall provide Purchaser with full co-operation and assistance in relation to any such claim, notice, communication or complaint.

- 17 The Vendor shall notify Purchaser immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Purchaser shall have the right to defend such action in lieu of and on behalf of Vendor. Purchaser may, if it so chooses, seek a protective order. The Vendor shall reasonably cooperate with Purchaser in such defense.
- 18 The Contactor agrees to indemnify and hold harmless Purchaser and its officers, employees, directors and agents from, and at Purchaser's option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "**Claims**"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this Conditions; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Vendor or its employees in connection with obligations set forth in this Conditions; (iii) the Vendor's use of any third party providing services in connection with or relating to the Vendor's performance under this Conditions; or (iv) any Data Security Incident involving Personal Data in the Vendor's possession, custody or control, or for which the Vendor is otherwise responsible.
- 19 The Vendor agrees that any Processing of Personal Data in violation of this Conditions, Purchaser's instructions or any applicable Privacy Laws, or any Data Security Incident, may cause immediate and irreparable harm to Purchaser for which monetary damages may not constitute an adequate remedy. Therefore, the Vendor agrees that Purchaser may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. The Vendor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
- 20 The Vendor's obligations under this Conditions shall survive the termination of the Conditions and the completion of all services subject thereto.

SCHEDULE 2

ANTI-BRIBERY

- 1.1 The Vendor represents and warrants to the Purchaser that :
- 1.1.1 it is in compliance with all anti-corruption and anti-bribery laws which include but not limited to compliance to Section 17 A of the MACC Act 2009 and all other relevant laws and regulations relating to anti-corruption and anti-bribery as enforced from time to time, and will remain in compliance with all such laws and regulations during the term of this Conditions;
 - 1.1.2 its directors, partners (where applicable), senior management officers, employees, agents, service providers, sub-contractors or independent consultants ("Associated Persons") are in compliance with Clause 1.1.1 and have not been convicted of any bribery or corruption offences;
 - 1.1.3 it has read and understood the RHB Banking Group's Anti-Bribery & Corruption Policy (available at www.rhbgroup.com) (referred to as "RHB Policy") and acknowledges the Purchaser's zero tolerance for corruption;
 - 1.1.4 it shall also comply and conduct its business and the Services in accordance to the RHB Policy.
- 1.2 The Vendor further represents and warrants that in providing the Services, the Vendor (including its Associated Persons) shall not and has not made, authorized or offered to make any gratifications corruptly including but not limited to the following:
- 1.2.1 money, donation, gift, loan, financing, fee, reward, valuable security, property or interest in property of any description whether movable or immovable, financial benefit, or any other similar advantage;
 - 1.2.2 any employment, contract of employment or services, agreement to give employment or render services in any capacity;
 - 1.2.3 any payment, release, discharge or liquidation of any loan or financing, obligation or other liability, whether in whole or in part;
 - 1.2.4 any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
 - 1.2.5 any forbearance to demand any money or money's worth or valuable thing;
 - 1.2.6 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 nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
 - 1.2.7 any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (Clause 1.2.1 to Clause 1.2.6),
- whether directly or indirectly, to any person connected or associated to this Conditions ("Person") in order to: (i) improperly influence any act, decision or failure to act by that Person; (ii) improperly induce that person to use the Person's influence with any relevant entity or affect any act or decision by such Person; or (iii) secure any improper advantage.
- 1.3 The Vendor agrees that should it learn or have reason to know of any action, payment, gift or other transfer of value, directly or indirectly, to any Person that would violate these clauses on Anti Bribery or any anti-corruption or anti-bribery laws or its other relevant regulations, it shall immediately disclose such activity to Group Integrity & Governance department of the Purchaser via integrity.governance@rhbgroup.com and provide any information and/or documentation requested by in relation to such violation.

- 1.4 If any issues or concern arising from the requirements on Anti Bribery practices in this Schedule 2 cannot be resolved in good faith between the Parties, then RHB, on written notice to the Vendor, may terminate any applicable Contract (in whole or with respect to any supplementary agreements) in accordance with the terms of this Conditions without any form of liability to the Vendor and without any prejudice to any of the Parties other rights arising from any applicable Contract or through the applicable laws and regulations.



We hereby declare that we have read, understood and agreed with the above terms and conditions

Signed By)

Name of Authorized Signatory &)
Designation)

Company Stamp (optional))

in the presence of:-)