

[On the letterhead of bidders]

Date: [\*]

Cagamas Berhad  
Level 32, The Gardens North Tower  
Mid Valley City, Lingkaran Syed Putra  
59200 Kuala Lumpur

Dear Sir/Madam,

**Re: Letter of Undertaking**

Reference is made to the above matter.

2. In consideration of Cagamas Berhad (“**Cagamas**”) to consider from time to time purchasing our products, and/or subscribing to our services, during the Term of this Letter of Undertaking, we hereby unconditionally and irrevocably undertake, as a continuing obligation, to:
  - a) comply, procure our Representatives to comply, with all laws and regulations relating to anti-bribery and anti-corruption, fraud, anti-money laundering, personal data protection and whistleblowing as from time to time amended, extended, re-enacted or consolidated, to the extent applicable to us and our Representative(s);
  - b) abide by, and procure our Representatives to abide by, Cagamas’ Vendor Code of Conduct, Anti-Bribery and Anti-Corruption Policy Statement and requirements on Whistleblowing, which are available on Cagamas’ website, to the extent applicable to us and our Representative(s); and
  - c) disclose in writing as soon as reasonably practicable to Cagamas in the event an existing or potential conflict of interest arises after the date of this Letter of Undertaking.
3. In the event of any breach of the provisions of this Letter of Undertaking, we agree that Cagamas may, in its sole discretion, take any action as Cagamas deems appropriate.
4. We further undertake to fully indemnify and keep Cagamas and its Affiliates together with its directors, shareholders and employees indemnified against any and all liabilities, losses, damages, costs, fines, penalties and other expenses of any nature whatsoever incurred or suffered by Cagamas, its Affiliates and its directors, shareholders and employees, directly arising from or in connection with any breach of the provisions of this Letter of Undertaking.
5. We represent and warrant that:
  - a) we and our Representatives have not been convicted or charged with any offence under any laws or regulations as stipulated in paragraph 2(a) above, nor has any action been initiated against us and our Representatives for breaches of the same and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to Cagamas;

- b) we and our Representatives have conducted and are conducting our business in all respects in accordance with all other applicable laws, regulations, rules, guidelines and directives;
  - c) all the statements made, and information and documents provided, prior and subsequent to the date of this Letter of Undertaking including relating to our credentials for the nature of the engagement and place of business, are true, accurate, complete and not misleading; and
  - d) there is no existing or potential conflict of interest between us, in our capacity as vendor and/or service provider, and our shareholders, directors and employees and Cagamas, in its capacity as purchaser and/or subscriber, and its shareholders, directors and employees, as at the date of this Letter of Undertaking and shall disclose in writing as soon as reasonably practicable to Cagamas in the event an existing or potential conflict of interest arises after the date of this Letter of Undertaking.
6. This Letter of Undertaking shall be valid for a period of one (1) year from the date hereof ("**Term**").
7. This Letter of Undertaking shall be governed by and construed in accordance with the laws of Malaysia and we agree to submit to the exclusive jurisdiction of the courts of Malaysia.
8. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
9. In this Letter of Undertaking, the following terms shall have the following meanings:
- a) 'Affiliate' means any subsidiary or holding company of Cagamas, any other subsidiary of that holding company, where 'subsidiary' and 'holding company' have the meanings given in the Companies Act 2016; and
  - b) 'Representatives' mean directors, partners, employees, subcontractors, agents and advisors of a party.

Signed for and behalf of  
[\*]

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[Name]  
[Designation]

Witnessed by;

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Name :  
NRIC No. :  
Designation :