



**WESTPORTS MALAYSIA SDN. BHD. (192725-V)
NON DISCLOSURE AGREEMENT/DECLARATION**

DECLARATION

1. ANTI-CORRUPTION DECLARATION

The Anti-Corruption Declaration comprises of a declaration process by vendors not to offer or give any form of bribes as a means to obtain a contract or to facilitate certain process in Procurement. The corruption offences and subsequently eradicate corrupt practices in Procurement such as:-

- a) Offering, seeking and accepting bribes to or from companies/firm/individuals. Bribes can be in the form of money, gifts, donations, discounts, bonuses, jobs which specifically defined under Section 3 of the Malaysian Anti-Corruption Act 2009.
- b) Abuse of power by staff in the selection process of companies/firms in which such they have vested interest.
- c) False claims/declarations by representative of the companies/firms.
- d) Forgeries of information, documents and records to influence evaluation process and procurement decision.
- e) Conspiracy among companies/firms/individuals and staff to obtain Westports contracts.

In addition, all vendors are required to sign below declaration to refrain from getting involved in corrupt practices throughout the procurement process until the project is awarded. The declaration also underlines the measures that should be taken in the event that the declaration is breached.

2. CONFLICT OF INTEREST

As part of adherence of the conflict of interests policy adopted and adhered by Westports Malaysia, the Vendor shall undertake to ensure that none of the Westports Malaysia's employees including the immediate family members of the Westports Malaysia's employees either has;

- i. any direct or indirect financial interest or stake in the Vendor's business or the Vendor's associated company including but not limited in the capacity of an investor, shareholder, any other personal or business capacity; or
- ii. been engaged by the Vendor as a director or any other position with the Vendor or its associated companies, or in the role of consultant or employed on part time or ad hoc basis either in the Vendor's company and or its associated companies; or
- iii. been offered any shares, remuneration, securities, proprietary interests, incentives, gifts, discounts, favours and or any other benefits whether in cash or in kind by the Vendor or the Vendor's associated companies.



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The foregoing relationship or interest or situation are deemed as potential or perceived conflict of interests areas and are strictly prohibited by Westports Malaysia at all times . The vendor hereby undertakes to ensure that no such relationship or interest or situation shall exists at any time and hereby confirm and agree that such undertaking is a strict liability of the vendor.

It is hereby agreed, that in the event Westports Malaysia has reasonable grounds to believe that the Vendor has breached any of the limbs of the foregoing undertaking at any time, Westports Malaysia shall be entitled at its sole discretion to reject the Vendor and or terminate or suspend the contract forthwith with or without notice nor compensation to the Vendor.

3. BRIBERY

The offer of a bribe or other inducement to any person with the view to influencing the placing of the contract will result in the instant rejection of the vendor.

4. NO CANVASSING, SOLICITING ETC.

If a vendor or any person on his behalf makes any attempt to canvass, solicit or approach any member of Westports Malaysia or any of its officers for the purpose of inducing the acceptance of its offer, the offer shall be liable to rejection and the Vendor liable to debarment.

5. CONFIDENTIALITY AND NON-DISCLOSURE.

Vendor shall keep the terms of this prequalification or information or documents confidential at all times and shall not disclose to any third party without the written consent of Westports Malaysia. Confidential Information shall include all information that is either non-public, confidential or proprietary in nature relating to any plan, drawing, specification, operation or any matters of Westports Malaysia.

Vendor shall not use any of Westports Malaysia information for any personal gain and should never share the information without prior Westports Malaysia's approval which approval is at Westports Malaysia discretion.

Vendor is not allowed to reproduce copyrighted software, documentation or other materials and by not transferring, publishing, using or disclosing it other than in the ordinary course of business or as directed or authorized. Vendor should observe applicable data privacy standards.



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I/We understand and will adhere to the above declaration. I/We understand that in the event that the declaration is breached, Westports shall reserve the right to immediately terminate our business, disqualify us as Westports vendor for future business including but not limited to any right or remedy in law and equity.

Company Name:	
Name of Authorized Signatory:	
Designation of Authorized Signatory:	
Signature:	
Company Stamp:	
Date:	