by **Schneider** Electric | Bukit Jelutong, 40150 Shah Alam, Selangor Darul Ehsan, Malaysia

ANNOUNCEMENT ON ANTI BRIBERY AND CORRUPTION POLICY

17 July 2023

Dear Vendors and other external parties,

We would like to take this opportunity to inform you of our shared commitment to conduct our business with uncompromising integrity and professionalism while meeting Foxboro (Malaysia) Sdn Bhd ethical expectations.

At Foxboro, all employees possess the highest standard of self-regulation as well as corporate governance and integrity.

We exercise a zero-tolerance policy towards any acts of corruption or bribery. Conforming to our commitment in conducting a corruption-free business that adheres to the Malaysian Anti-Corruption Commission Act 2009, we have adopted the "No Gift Policy" and the "Anti-Bribery and Corruption Policy" which prohibits our employees from soliciting or receiving any form of gratification from vendors, customers and other external parties. Such policies shall also apply to all of Foxboro's vendors, suppliers, contractors and consultants.

We value our business relationship with your company, your overall performance in goods and services you provide, in addition to your compliance to our ethical expectations which enables our continued success. Since our business relationship is based on performance standards and mutual trust, we appreciate your adherence to our Anti-Bribery and Corruption Policy and No Gift Policy.

To reiterate our stand against bribery and corruption, we will be including the following statement in all our emails to respective vendors:

ZERO TOLERANCE ON BRIBERY AND CORRUPTION

Foxboro has adopted a policy of zero tolerance on bribery and corruption as spelled out in its Anti-Bribery and Corruption Policy and our No Gift Policy. Employees, vendors, contractors, sub-contractors, consultants, agents, representatives and others performing work or services for or on behalf of Foxboro shall not offer, solicit, or accept bribes in order to gain business or personal advantages, or engage in any activity that can be construed as having contravened the anti-corruption laws of Malaysia and applicable foreign laws.

In addition, all existing and new vendors, contractors, sub-contractors, consultants, agents, representatives and others who are interested to provide services are required to register with Foxboro will also require to sign off attached declaration form.

Thank you very much for your efforts in meeting our business requirements with uncompromising integrity.

Thank you.

Foxboro (Malaysia) Sdn Bhd

nsiah Binti Khalje

Group Chief Financial Officer



Integrity Pledge for Supplier / Contractor / Service Provider (the "Integrity Pledge")

- 1. We, a company as mentioned herein in Schedule A of this Integrity Pledge is a supplier/contractor/service provider of Foxboro (Malaysia) Sdn Bhd (hereinafter referred to "FOXBORO"). In furtherance of our dealings with FOXBORO, we acknowledge FOXBORO's commitment to ethical business conduct and practices, and hereby undertake to act with honesty and integrity at all times throughout the course of our dealings with FOXBORO.
- 2. We agree that this integrity pledge forms a binding commitment between us and FOXBORO, and shall be valid and legally enforceable by FOXBORO. In the course of our dealing with FOXBORO we hereby express our commitment by undertaking the following:
 - (a) We shall comply with the laws of Malaysia and all other applicable relevant laws;
 - (b) We shall comply with FOXBORO's regulatory and compliance processes, procedures and guidelines at all times in the course of all our dealings with FOXBORO, including but not limited to such processes, procedures and guidelines as may be specified in FOXBORO's No Gift Policy and Anti-Corruption Policy, as applicable;
 - (c) We shall perform all our contractual obligations honestly, ethically and professionally;
 - (d) We shall not conspire or collude with other companies;
 - (e) Unless required by law, we shall not disclose details of our dealings to any third party without prior written consent from FOXBORO;
 - (f) We shall not, at any time, engage in any corrupt practices, including but not limited to:
 - (i) not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to any public official (in or outside Malaysia), employee, director or other representative of FOXBORO, for the purpose of improperly influencing a judgment or business decision or for the purpose of obtaining any forms of advantage;

- (ii) not solicit or accept, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement from an employee, director or other representative of FOXBORO, for the purpose of being improperly influenced in the making of any business decision or for the purpose of conferring any undue or inappropriate advantage in the implementation of a contract;
- (g) We shall take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out our contractual obligations for or on behalf of or with FOXBORO;
- (h) We shall expeditiously report, whether by whistleblowing or otherwise, to the relevant enforcement authorities (such as the Malaysian Anti-Corruption Commission) and/or to a senior member of FOXBORO's management team if an employee, agent, director or representatives of FOXBORO requests or solicits for any form of "gratification";
- (i) Where there is provision of service by sub-contractor(s), we shall inform the sub-contractor(s) of the obligations contained herein and ensure due compliance with such obligations; and
- (j) We shall inform our relevant employees, agents, directors and other representatives of all the undertakings contained herein and ensure due compliance with such undertakings in relation to dealings with FOXBORO.
- 3. In the event, in the sole determination of FOXBORO, we are found to be in breach of any of the above, or to have undertaken any other unlawful or illegal activities, whether in direct relation to our dealings with FOXBORO or otherwise, we hereby agree to the following:
 - (a) FOXBORO shall have the absolute right to immediately terminate the relationship between us (including but not limited to contracts and purchase orders) without any cost, penalty or liability to FOXBORO; and/or
 - (b) FOXBORO shall blacklist our company and its directors from participating in any dealings with FOXBORO, including any of FOXBORO's future procurement activities; and/or

GROUP LEGAL DEPARTMENT 2020/21 ZAIYADAL GROUP OF COMPANIES

(c)

Name

Date

NRIC/Passport No.

Designation

herein or our participation in any unlawful or illegal activities.

For and on behalf of:

Signature

Name

NRIC/Passport No.

Designation

Date

Company stamp

Received and acknowledged by: FOXBORO (MALAYSIA) SDN BHD

Signature

We shall indemnify FOXBORO, its officers, employees, agents and representatives against any claims, losses or damages arising from our breach of the undertakings

Schedule A Supplier / Contractor / Service Provider

No.	Supplier / Contractor / Service	Details
	Provider	
1	Company's Name:	Address:
		Phone No.:
		Fax No.:
		Email:
		Officer in Charge: