



# **TELEKOM MALAYSIA INTEGRITY PACT**

**Telekom Malaysia Berhad  
2016 Edition**

# **PREFACE**

This booklet provides guidelines on the implementation of Integrity Pact in TM. It explains the various stages within the end-to-end TM procurement approach where each and every TM Employee involved from all divisions and units are responsible to execute. TM Business Partners are also required to execute the Integrity Pact within the stages specified.

The main objective of the Integrity Pact implementation is to enhance transparency which shall indirectly reduce and eradicate corrupt practices. It is also hoped that with this initiative, all the divisions and units in TM will be able to carry out the procurement activities more effectively and efficiently. The formulation of this guideline takes into consideration the current rules and procedures pertaining to TM procurement approach.

Though the Heads of Units are responsibility to ensure that the relevant employees execute the Pledge as specified under the Integrity Pact, each employees are equally responsible and accountable to ensure that such execution are duly undertaken as required.

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## DEFINITION

Term	Meaning
Procurement Committee(s)	Including but not limited to the Chairman and Members/Alternate Members of the Senior Management Technical Committee, Opening Committees, Evaluation Committees, Approval Committees, Internal Sourcing Committees.
Procurement Ethics Rules & Practices	The subsidiary document of TM Code of Business Ethics that specifies the governance in the conduct of business dealings between TM Employees and TM Business Partner in procurement practices.
TM	Telekom Malaysia Berhad and its Group of Companies.
TM Business Partner(s) shall refer to	<ul style="list-style-type: none"><li>(i) TM Registered Business Partners [the suppliers registered under Group Procurement as TM Business Partners], potential suppliers that participates in the bid, consultants and any third parties acting for and on behalf of the TM Registered Business Partners and potential suppliers;</li><li>(ii) A person or entity, where TM will potentially engage or has engaged with or entered into a commercial arrangement vide Business Arrangement to collaborate with such person or to form an alliance through a letter, contract/agreement or memorandum of understanding.</li></ul>
TM Code of Business Ethics	The code specifying the policies, which govern the business conduct in relation to TM Employees, Board of Directors and TM Business Partners.
TM Employee(s)	Shall means executives and non-executives of TM which comprises of permanent, contract, leasing, trainees and interns.
Transparency International	Means a non- governmental organization, a global civil society organisation leading the fight against corruption.

## **1.0 BACKGROUND OF THE INTEGRITY PACT IMPLEMENTATION IN TM**

The Integrity Pact is a concept introduced by Transparency International to assist Governments, Business Institutions and the Public to curb corruption in the field of public contracting. The implementation of Integrity Pact in TM is one of the directive by TM Board of Directors and Management in order to enhance the governance and practices with regards to integrity practices in TM.

The Integrity Pact comprises of a set of declaration process by TM Employee(s) in particularly those involved in procurement activities, Procurement Committees (including but not limited to Senior Management Technical Committee, Opening Committees, Evaluation Committees, Approval Committees, Internal Sourcing Committees) as well as TM Business Partners.

Amongst others, the declaration provides that TM Business Partners are prohibited from offering any form of bribes as a means to obtain a contract or to facilitate certain processes in TM. Whereas, TM Employees are strictly prohibited from accepting bribes from TM Suppliers. In addition, TM Business Partner and TM Employee(s) are required to sign the Integrity Pact as an undertaking that they will refrain themselves from getting involved in corrupt practices throughout the procurement processes. The Integrity Pact also underlines the measures and consequences that should be taken in the event that the Integrity Pact is breached.

The main objectives for the implementation of the Integrity Pact are as follows:

- i. To prevent TM Employee(s), TM Business Partner, Procurement Committees and/or any other parties involved in the procurement approach from accepting and/or offering bribe;
- ii. To require TM Employee(s), TM Business Partner, Procurement Committees and/or any other parties involved in the procurement approach to report any bribery and/or act of corruption to the relevant authorities;
- iii. To avoid any occurrence of conflict of interest;
- iv. To ensure the TM does not incur “unnecessary costs” in carrying out TM procurement activities; and
- v. To prohibit unauthorized use of TM’s proprietary information.

The Integrity Pact implementation is also intended to increase awareness among TM Employee(s) and TM Business Partner on corruption offences and subsequently eradicate corrupt practices in TM such as:

- Offering, seeking and accepting bribes to or from companies, firms, individuals and TM Employee(s). Bribes can be in the form of money, gifts, donations, discounts, bonuses, jobs, service and/or favour as defined under *Section 3* of the *Malaysian Anti-Corruption Commission Act 2009 [Act 694]*;
- Abuse of power by TM Employee(s) in the selection process of companies and firms in which such TM Employee(s) have vested interest;
- False claims/declarations by the representative(s) of the companies, firms and/or TM Employee(s);
- Forgeries of information, documents and records to influence evaluation process and procurement decisions; and
- Conspiracy among companies, firms, individuals and TM Employee(s) to obtain TM procurement award.

The Integrity Pact implementation is also in line with TM Code of Business Ethics in which Chapter 5 provides that procurement decisions must be made based solely on TM's best interest, product or service suitability, price delivery and quality. In addition, it specifies that: "All participants in the procurement processes need to uphold the basic principles of trust, honesty, fairness and transparent behavior in business dealings."

TM Employee(s) is responsible to lodge a report on any corrupt practices through the Ethics Line as follows:

**TM Ethics Line**

Toll Free : 1-800-88-2377 (Malaysia Only)  
Direct Line : 03-22465377

Email: [ethic@tm.com.my](mailto:ethic@tm.com.my)

TM Business Partner(s) is also encouraged to lodge a report through TM Ethics Line.

The Procurement Ethics Rules and Regulations provides specific and precise policy on corruption and conflicts of interest which shall be read together with the Integrity Pact.

## 2.0 STAGES AND WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION FOR TM EMPLOYEE(S)

Stage	Work Process
<b>Stage 1</b> <i>Upon reporting for duty</i>	New TM Employees shall be required to execute <b>Integrity Pledge By TM Employee</b> as per <b>APPENDIX A</b> . This is to be executed when the officer reports for duty or assumes the duties and must be recorded as part of the employees' profile.
<b>Stage 2</b> <i>Annual Declaration via SAP</i>	Every TM Employee(s) shall on annual basis make a declaration as per <b>APPENDIX A</b> .

**3.0 STAGES AND WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION FOR MEMBERS OF PROCUREMENT COMMITTEES**

<b>Stage</b>	<b>Work Process</b>
<p><b>Stage 1</b> <i>Upon appointment as Procurement Committee</i></p>	<p>Every individual appointed as Chairman, Member or Alternate Member to the Procurement Committee shall execute an <b>Integrity Pledge By Members Of Procurement Committees</b> as per <b>APPENDIX B</b>. A copy of the declaration is to be kept by the Secretary of the respective Procurement Committee.</p> <p>Every Head of Division shall ensure that all employees under his/her supervision execute the <b>APPENDIX B</b> before assuming duties or engaging in procurement activities. The Heads are also responsible to ensure that the forms are duly kept and filed.</p>



#### 4.0 STAGES AND WORK PROCESS OF INTEGRITY PACT IMPLEMENTATION FOR TM BUSINESS PARTNERS

Stage	Work Process
<p><b>Stage 1</b>  <i>Upon appointment as TM Registered Business Partner &amp; Upon Renewal of TM Registered Business Partner</i></p>	<p>Companies applying to be TM Business Partners are required to execute the <b>Integrity Pledge by TM Registered Business Partner</b> as per <b>APPENDIX C</b> which is a mandatory document for the application.</p> <p>The above <b>Appendix C</b> must be executed upon renewal as TM Registered Business Partner,</p>
<p><b>Stage 2</b>  <i>Mandatory Document For Submission of Tender and RFQ</i></p>	<p>TM Business Partners participating in tender and/or request for quotation are required to execute the Integrity Pact as per <b>Appendix D</b> (one time). It is a mandatory requirement to attach a copy of the executed Integrity Pact in each submission request for quotation and tender bid.</p>
<p><b>Stage 3</b>  <i>Mandatory Clause to be incorporated in procurement contracts</i></p>	<p>Legal Strategy and Intellectual Property Unit is required to ensure that the provision as attached in <b>APPENDIX E</b> is included in all procurement agreement.</p>

## **5.0 APPENDIX**

**5.1 INTEGRITY PLEDGE BY TM EMPLOYEES**

**(UPON REPORTING FOR DUTY AND ANNUALLY)**

1. I, \_\_\_\_\_ / Staff No. \_\_\_\_\_ NRIC No. \_\_\_\_\_ .....(name of Division) / hereby declare and undertake as follows:

- a) Shall not directly or indirectly solicit, receive or obtain or agree to receive or obtain for myself or for any other person any money, goods or service(s) or any gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] as a consideration or reward for the decision, opinion, recommendation, vote or other favors to be selected in the aforementioned tender/quotation;
- b) Shall not collude with any bidder(s), Suppliers or any other individual(s), in any type of practices including but not limited to “bid rigging” and corruptly procuring withdrawal of tender that may affect the transparency and fairness during any procurement process or activities and during the contract implementation period;
- c) Agree to keep confidential all proprietary information and documentations relating to the tender and/or contract in strictest confidence and hereby covenant to take all reasonable measures to protect the secrecy of and avoid disclosure or use of such proprietary information and/or documents to any unauthorized party;
- d) I hereby declare that none of my family member(s) or relative(s) as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] has any interest in any bidder(s) and/or Suppliers in the foreseeable tender/quotation under my supervision and/or knowledge and if there is any in the future, I shall immediately declare it with details to the Chief Procurement Officer and abstain myself from participating in the aforementioned tender/quotation exercise and/or any task related thereto;
- e) In the event whether directly or indirectly where there is any individual(s) of the bidder(s) or representing the bidder(s) or any other individual(s) who offer, give, or agree or promise to give any money, goods or service(s) or any form of gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] for being selected for the aforementioned tender/quotation, I shall immediately report such matters to TM’s Management or relevant authority(s); and

- f) Shall at all material time abide by TM's Code of Business Ethics, TM Anti-Corruption Guide, Procurement Ethics and any other TM's policies applicable during the tender/quotation process and the execution of a formal agreement and its implementation thereof.
  
- 2. I agree that this declaration obligation shall remain in full force and effect during my service with TM.
  
- 3. I duly understand that the failure to comply or breach of any terms of the declaration stated above may result in criminal and/or civil proceedings and/or disciplinary action taken against me up to and including termination or dismissal.

*Signature*

.....

*Name:*

*Staff No:*

*Designation:*

*Date:*

**5.2 INTEGRITY PLEDGE BY MEMBERS OF PROCUREMENT COMMITTEES**

*(UPON APPOINTMENT AS PROCUREMENT COMMITTEE MEMBER)*

1. I, \_\_\_\_\_ Staff No. \_\_\_\_\_  
NRIC No. \_\_\_\_\_ of \_\_\_\_\_ [*name of division*]  
has been appointed as Chairman/Member of \_\_\_\_\_ and  
hereby declare and undertake as follows:
- i. Shall not directly or indirectly solicit, receive or obtain or agree to receive or obtain for myself or for any other person any money, goods or service(s) or any gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] as a consideration or reward for the decision, opinion, recommendation, vote or other favors to be selected in any tender/quotation that are submitted to the abovementioned committee;
  - ii. I shall not collude with any bidder(s), TM Registered Business Partner or any other individual(s), in any type of practices including but not limited to “bid rigging” and corruptly procuring withdrawal of tender/quotation that may affect the transparency and fairness during any procurement process or activities and during the contract implementation period;
  - iii. I agree to keep confidential all proprietary information and documentations relating to the tender/quotation and/or contract in strictest confidence and hereby covenant to take all reasonable measures to protect the secrecy of and avoid disclosure, reduce and/or eliminate leakage or use of such proprietary information and/or documents to any unauthorized party;
  - iv. I shall not divulge any confidential information related to the procurement activities submitted and/or made aware to me and shall ensure that all information relating to such activities are duly returned to the Secretary of the relevant Procurement Committee at the end of my tenure as a Procurement Committee;
  - v. In the event whether directly or indirectly where there is any individual(s) of the bidder(s) or representing the bidder(s) or TM Business Partner or any other individual(s) who offer, give, or agree or promise to give any money, goods or service(s) or any form of gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] for being selected for the aforementioned tender/quotation, I shall immediately report such matters to TM’s Management or relevant authority(s);

**APPENDIX B**

vi. I shall abide by TM's Code of Business Ethics, Procurement Ethics and any other TM's policies applicable;

vii. *In relation to Conflict of interest;*

(a) I shall at all material times execute our responsibilities honestly and fairly in the best interests of TM and shall exercise sound judgement unclouded by any personal interests, without coercion, or undue influence by any members of the Procurement Committee or any representative of any bidder(s) and/or TM Business Partner(s) of any tender/quotation or any third party, in making any decision in relation to the said tender/quotation exercise;

(b) I hereby declare that none of my family member(s) or relative(s) as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] has any interest in any bidder(s) and/or TM Business Partner(s) of any tender/quotation submitted to the abovementioned Committee and if there is any, I **shall** immediately declare it with details to the Chief Procurement Officer ("CPO") and abstain myself from participating in whatsoever manner in the said tender/quotation exercise until and unless decision has been made by the CPO;

(c) I further certify that in no way do I have a bias in favour or against any bidder(s) and/or TM Business Partner(s) of this tender/quotation and I understand that such bias would disqualify me from evaluating the proposal; and

viii. I agree that this declaration obligation shall remain in full force until the contract has been fully executed and implemented.

2. I duly understand that the failure to comply or breach of any terms of the declaration stated above may result in criminal and/or civil proceedings and/or disciplinary action taken against me, including termination or dismissal.

(Signature)

(Signature)

Name:

Staff No:

Designation:

Date:

Name of Witness:

Staff No:

Designation:

Date :

**5.3 INTEGRITY PLEDGE BY TM BUSINESS PARTNERS**

*(UPON APPOINTMENT AS TM REGISTERED BUSINESS PARTNERS)*

1. I, \_\_\_\_\_ (NRIC No. \_\_\_\_\_),  
the Managing Director/Chief Executive Officer/ the duly authorized officer of  
\_\_\_\_\_ (name of Company) with  
Company registration number \_\_\_\_\_ hereby declare that I, or any  
individual(s) representing this Company (including employees, agents and/or  
subcontractors and representatives who are engaged directly in any Telekom  
Malaysia Berhad's procurement activities) shall not offer or give any bribes to any  
director, employee, agent, contractor, subcontractor and/or representative of  
Telekom Malaysia Berhad and/or any of its Group of Companies (collectively referred  
to as "TM") or any other individual(s) having interest in TM's procurement activities as  
gratification as defined under the Malaysian Anti-Corruption Commission Act 2009  
[Act 694] for being selected as TM registered Supplier or any procurement award in  
the future.
  
2. If I (or any of the Company's employees, agents, subcontractors and/or  
representatives who are engaged directly in any Telekom Malaysia Berhad's  
procurement activities) admit to or am convicted of offering bribes to TM or any other  
individuals having interest in TM's procurement activities as gratification as defined  
under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] for any  
procurement award, I hereby agree to any or all of the following actions to be taken  
against the Company:
  - a) Denial or loss of contract (including the termination of any awarded contract);
  - b) Forfeiture of the bidding security and/or performance bond;
  - c) Claim for loss and damages incurred by TM;
  - d) Suspension as TM Business Partner for an appropriate period of time and/or  
blacklisted from future registration;
  - e) Disqualification from the current tender;
  - f) Exclusion from participating in future tenders;
  - g) Any other consequence management actions according to TM rules and  
regulations then in force.
  
3. In the event where there is any individual(s) who attempts to solicit bribes from me or  
any individual(s) related to this Company as gratification any procurement exercise, I  
hereby pledge to immediately report such act(s) to either :
  - i. TM Talian Etika at:
    - a. Call Talian Etika at 1-800-88-2377 (Malaysia Only) and  
03-22465377
    - b. Send an email to [ethic@tm.com.my](mailto:ethic@tm.com.my)

- ii. Lodge a report to the Malaysian Anti-Corruption Commission (MACC)'s office or at the nearest police station.
4. The Company hereby represents that its signatory to this declaration is fully authorized to sign on the Company's behalf. Where applicable and upon request by TM, a copy of the requisite letter of authorization and board resolution, shall be forwarded by the Company to TM upon the execution of this declaration.

For and on behalf of the [Company's name],

Witnessed by,

**(Signature)**

**(Signature)**

(Name and NRIC No.)

(Name and NRIC No.)

Company stamp:



**5.3 INTEGRITY PLEDGE BY TM BUSINESS PARTNERS**  
(UPON REGISTRATION AS TM REGISTERED BUSINESS PARTNERS)

**TM INTEGRITY PLEDGE**

**Between**

**TELEKOM MALAYSIA BERHAD** (Company No. 128740-P), having its registered address Level 51(North), Menara TM, Jalan Pantai Baharu 50672, Kuala Lumpur (“hereinafter referred to as “**TM**”)

**And**

[Name of Company] (Company No. ....), having its registered address at..... (“**TM Business Partner**”)

(TM and TM Business Partner are here-in-after referred to individually as “Party” or collectively as “Parties”).

**WHEREAS** the Parties attached great importance in complying with relevant anti-bribery laws and regulations and hereby agree to enter into this pre-contract agreement (hereinafter referred to as “TM Integrity Pledge”) to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract executed whilst TM Business Partner still active in business with the TM.

**WHEREAS** TM Integrity Pledge will be part of the tender (or any other procurement method) document, which shall be signed and submitted along with the said document failing which the TM Business Partner shall be disqualified and the submitted proposal shall be rejected by the TM.

**NOW THEREFORE** the Parties hereto agree to enter into this Integrity Pact and agree as follows:

**ARTICLE 1**  
**PURPOSE**

In the implementation and execution of the tender/contract between the TM and the TM Business Partner, Parties agree to introduce appropriate measures necessary from time to time, to assist either Party in creating awareness amongst their employees and agents in their efforts to comply with anti-bribery laws and legislation. The measures that the Parties will take include the following:

- (a) to introduce programs to create awareness on the offences of corruption and bribery.

- (b) to promote awareness within each Party's organization on the offences of corruption and bribery preferably in collaboration with but not limited to the Malaysian Anti-Corruption Commission (MACC), Malaysian Institute of Integrity, NKRA, PEMANDU etc.
- (c) to introduce compliance and/or awareness programs in respect of the relevant code of conduct/code of business ethics or other similar guidelines and/or procedures applicable within the Parties' organization rejecting the use of bribes and other unethical behavior in discharging their responsibilities in the execution of the contract.
- (d) to establish an independent monitoring system.
- (e) to impress the importance of disclosure of interest and/or conflict of interest among the Parties employees irrespective of rank.
- (f) to place procedures on the prevention of corrupt practices by the Parties' employees or agents as and when the circumstance requires and with each Party's concurrence.

## **Article 2 COMMITMENT OF PARTIES**

The Parties hereby commit and declare that the Parties and/or their respective employees and agents have not and shall not offer or give bribes to any director, employee, agent, contractor, subcontractor and/or representative of the either Party as gratification as defined under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] in the execution of the tender/contract.

For the purpose of transparency, the Parties shall disclose to each other any payments that has been made, is being made and intended to be made to agents, brokers or any other intermediaries in connection with the execution of the tender/contract.

The TM Business Partner shall keep confidential all proprietary information and documentations relating to the tender (or any other procurement process) and/or contract in strictest confidence and under no circumstances, would the details or information related to the tender(or any other procurement process) and/or contract to be discussed or disclosed with or any third party that has no relation with the purported tender(or any other procurement process) /contract.

## **Article 3 PENALTY**

The Parties hereby agree that in the event that there is evidence, of the Parties' employees or agents attempting to seek bribe or be involved in corrupt practices during the execution of the tender/contract, the Parties will promptly take appropriate action not limited to disciplinary action and inform the other Party on such action taken.

The Parties hereby agree that in the event that TM Business Partner, through its employees or agents, commit or attempt to commit an act of bribery or otherwise engage in or attempt to engage in corrupt practices during the execution of the tender/contract, TM Business Partner agree that the following actions may be taken by TM after due inquiry or investigation:

- a) Denial or loss of contract (including the termination of any awarded contract);
- b) Forfeiture of the bidding security and/or performance bond;
- c) Claim for loss and damages incurred by the TM;
- d) Suspension as TM Business Partner for an appropriate period of time and/or blacklisted from future registration;
- e) Disqualification from the current tender;
- f) Exclusion from participating in future tenders; and/or
- g) Any other consequence management actions according to TM rules and regulations then in force.

#### **ARTICLE 4 INTEGRITY PLEDGE DURATION**

- (a) This TM Integrity Pledge shall become effective and binding on the Parties from the date of its signing and shall continue to be valid until the TM Business Partner ceased to be TM Business Partner.

#### **ARTICLE 5 WHISTLEBLOWING CHANNEL**

- (a) Notwithstanding Article 3, the Parties in its effort to enhance and strengthen high ethics and integrity practices may opt to channel concerns about illegal, unethical, improper business conduct affecting them through any whistleblowing channel not limited to:
  - i. TM Whistle-blowing Channel, as specified below:

<b>TM Ethics Line</b>	Tel	:	1-800-88-2377 (Malaysia Only) +603-22465377
	Email	:	<a href="mailto:ethic@tm.com.my">ethic@tm.com.my</a>
  - or
  - ii. Lodge a report to the Malaysian Anti-Corruption Commission (MACC)'s office or at the nearest police station; or
  - iii. Any whistleblowing channel that is available to the affected Party.
- (b) Either Party is not required to prove the cases but rather to provide sufficient information in order for appropriate steps to be taken by the other Party.

**ARTICLE 6**  
**MISCELLANEOUS PROVISIONS**

- (a) This TM Integrity Pledge is subject to the laws of Malaysia and nothing contained herein is intended or shall be construed to limit the right of any aggrieved Party from pursuing any legal remedy or claim against the other Party in Malaysia.
- (b) Notwithstanding Article 5(a) above and as far as legally permissible, nothing contained in this TM Integrity Pledge is intended to deprive or limit any Party from negotiating any peaceful settlement in connection with the penalty imposed or to be imposed under Article 3 or in respect of any claim by one Party against the other. In this regard, both Parties will, wherever possible, work cooperatively together to arrive to an amicable resolution provided that either Party may by written notice withdraw from such negotiation in the event that no amicable resolution is achieved within a period of thirty (30) days.
- (c) Changes and supplements as well as termination notices need to be made in writing and duly signed by the Parties.
- (d) Should one or several provisions of this TM Integrity Pledge becomes invalid, the remainder of its provisions remain valid. In this case, the Parties will expeditiously come to an agreement closest to their original intentions. If the provisions in this TM Integrity Pledge is inconsistent with the integrity related provisions in any definitive agreement /contract between the Parties, the provision herein shall prevail.
- (e) If the TM Business Partner is a partnership or a consortium, the TM Integrity Pledge must be signed by all partners or consortium members.

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**IN WITNESS WHEREOF** the Parties hereby represent that the signatory to this TM Integrity Pledge is fully authorised to sign on this TM Integrity Pledge on each Party's behalf and further, the Parties hereto have hereunto set their hands the day and year first above written.

For and on behalf of TM:

For and on behalf of the [TM Business Partner]:

\_\_\_\_\_  
Name  
Designation

\_\_\_\_\_  
Name  
Designation

in the presence of:

in the presence of:

\_\_\_\_\_  
Name  
Designation

\_\_\_\_\_  
Name  
Designation

5.4 ***Termination on Corruption, Unlawful or Illegal Activities***  
***(TEMPLATE TO BE INCLUDED IN PROCUREMENT CONTRACTS)***

- a) Without prejudice to any other rights of the Parties, if either Party, its personnel, servants or employees is/are convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement, the non-defaulting Party shall be entitled to terminate this Agreement at any time, by giving a written notice of a minimum thirty (30) days prior to the effective date of the termination..
- b) Upon such termination, subject to the limitation of liability clause,, the non-defaulting Party shall be entitled to all direct losses, costs, damages and expenses (including any solicitor and/or auditor costs and expenses) incurred by the non-defaulting Party arising from such termination and the Parties agree that neither Party shall be entitled to any form of indirect or consequential losses, damages or expenses including loss of profit, punitive losses upon termination of this Agreement.