

## **Hyperconverged Infrastructure (HCI) Technology Refresh**

### **CONDITIONS OF THE PROPOSALS**

#### **3. Anti-bribery and Corruption**

3.1. The Parties are aware of the provisions of the Malaysian Anti-Corruption Commission Act 2009 and any other applicable anti-corruption law in which they operate their respective business ('Applicable Anti-Corruption Laws'), and have not, directly or indirectly, violated any Applicable Anti-Corruption Law. The Parties shall observe and comply with the provisions of the Applicable Anti-Corruption Law and all rules, regulations and guidelines made pursuant thereto.

3.2. Without limitation of the generality of the foregoing, neither Party any of their respective officers, employees or agents:

3.2.1. has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any government official under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, to any government official, for the purpose of inducing the government official to do any act or make any decision in his/her official capacity (including a decision to fail to perform his/her/its official function) or use his/her/its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist the Party in obtaining or retaining any business;

3.2.2. has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any employee, agent, or representative of another company, or to any other person, under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, for the purpose of inducing or rewarding the improper performance of any public function or business activity;

3.2.3. has received or will agree to receive, directly or indirectly, any payment, loan or gift (or any offer or promise of any such payment, loan, or gift), of any money or anything of value as an inducement or reward for the improper performance of any public function or business activity; or

3.2.4. has done or will do anything which would be considered an offence of giving or receiving or abetting the giving and/or receiving of gratification under any Applicable Anti-Corruption Law.

#### **4. Personal Data Protection**

4.1. Pursuant to this Agreement, personal data (as defined in the Personal Data Protection Act 2010 or any other applicable privacy and personal data protection law) may be disclosed by the Tenderer, and its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, to STFR or may otherwise be obtained directly or indirectly by the Tenderer. In such case, the Tenderer represents, warrants and undertakes that:

- 4.1.1. the personal data has been lawfully obtained from the relevant parties including the data subject and the Tenderer shall, when required by STFR, obtain and furnish to STFR, the express wrote consent for the processing of personal data of the relevant parties such as the data subject.
  - 4.1.2. the Tenderer has complied with all requirements under applicable laws to enable STFR and their employees, servants, staff, agents and/or contractors to use, process, disclose and transfer the personal data including providing notification to and obtaining consent from the relevant parties such as the data subject.
  - 4.1.3. the Tenderer shall notify STFR immediately of any communication, requests or directives from the relevant parties including the data subjects in relation to any personal data, including without limitation any withdrawal of consents, or requests to access and correct personal data; and
  - 4.1.4. the Tenderer shall notify STFR immediately of any infringement, suspected infringement, or alleged infringement of the rights of any person in relation to the personal data. Further, the Tenderer shall promptly notify STFR in the event of any claims being asserted or any actions threatened against the Tenderer or STFR by any third party arising out of the access, use and processing of any personal data.
- 4.2. Any personal data received by STFR from the Tenderer shall be processed and used by STFR in accordance with the 'STFR General Personal Data Protection Notice' ('PDP Notice') which is provided at <https://www.stfresources.com/pdpa-notice/>. By signing this Agreement, the Tenderer acknowledges and agrees that it has read the PDP Notice and consents to the use of personal data by STFR as detailed in the PDP Notice. Where the Tenderer has provided personal data relating to its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, the Tenderer further confirms that it has obtained the consent of such directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen in respect of the processing of the personal data by STFR in accordance with the PDP Notice.