



**THIRD PARTY  
CODE OF  
CONDUCT**

**THE NATION'S TECHNOLOGY FINANCIER**

## 1.0 OBJECTIVE OF THIRD PARTY CODE OF CONDUCT

---

- 1.1 Malaysia Debt Ventures Berhad (“MDV”) practices a high ethical standards, integrity culture and adopts zero tolerance against all forms of improper conduct, fraud, corruptions, briberies, and money laundering.
- 1.2 The Third Party Code of Conduct (“COC”) establishes a set of standards on business & ethical practices and professional conduct expected on all Third Party. Third Party includes all customers, contractors, vendors, suppliers, solicitors, agents, consultants, joint venture partners and to any person(s) appointed by them in any capacity to deliver the goods or perform any part of the services to MDV.

## 2.0 COMMITMENT TO PROFESSIONALISM, HIGH ETHICAL STANDARDS AND INTEGRITY

---

- 2.1 The Third Party must upheld professionalism in conducting its business and avoid any non-transparent relationship with MDV. Corruption and unethical business practices are not tolerated.
- 2.1 To maintain the highest ethical standards and be responsible to make ethical decisions and comply with all rules, regulations and laws under this COC.
- 2.3 Conduct in a manner that do not cause any disrepute, embarrassment or discredit to MDV.

## 3.0 COMPLIANCE TO THIS COC

---

- 3.1 It is the responsibility of the Third Party to ensure that its representative(s) complies with this COC.
- 3.2 MDV reserves the right to take action on the Third Party if MDV believes that there is a breach of the COC.

## 4.0 CONFLICTS OF INTEREST

---

- 4.1 MDV prohibits the Third Party from gaining improper advantage or preferential treatment in their relationship with MDV. The Third Party is considered to be in conflict of interest when a situation arises placing itself in a position being able to exploit in a professional or official capacity for self and family member’s benefit.
- 4.2 The Third Party must exercise reasonable care to avoid situations that could result in actual or potential conflict of interest. In order to ensure this, Third Party is required to sign the declaration on Non-Conflict of Interest with MDV (refer to **Appendix A**).

## 5.0 CONFIDENTIALITY & SECRECY

---

- 5.1 All information relating to MDV shall be treated as confidential unless stated otherwise. Hence, Third Party must exercise vigilant in handling information/ data obtained in the course of their duties with MDV and refrain from using MDV’s name, directly or indirectly, for whatsoever purposes unless being authorised by MDV.

- 5.2 Third party may have access to material non-public information (MNPI) about MDV and other companies conducting business with MDV. In this regard, the Third Party must consider all information as MNPI unless it has been publicly announced.

## **6.0 BANKRUPTCY**

---

- 6.1 The Third Party who had been wound-up or being declared bankrupt by a court of competent jurisdiction or receives winding-up petition/ bankruptcy notice shall immediately notify MDV.

## **7.0 CIRCUMVENTION OF FRAUDULENT PRACTICES**

---

- 7.1 All Third Party must avoid from committing fraudulent practices which include any acts of omission or false representation with the intention to mislead MDV, obtain financial gain (or other benefit) or to avoid an obligation.

## **8.0 MONEY LAUNDERING & TERRORISM FINANCING**

---

- 8.1 Money laundering is the process of converting cash or property derived from illegal or criminal activities and to portray the appearance of having been obtained from legitimate sources.
- 8.2 Terrorism financing is the process of financing terrorist activities either through legitimate or illegitimate sources. Some of the examples of terrorism financing techniques include movement of funds via financial system, raising fund from legitimate sources, raising fund from ransom/ kidnapping etc.
- 8.3 If the Third Party have reasonable grounds to suspect that funds with which they are somehow involved are linked to money laundering activities, or the transactions look suspicious, or the funds are linked to/ used for terrorism activities etc.; the Third Party must channel promptly their suspicions to MDV.

## **9.0 NO-GIFT POLICY**

---

- 9.1 Gifts
- 9.1.1 All Third Party must not offer any gifts to MDV staff regardless whether the Third Party has direct or indirect business interest with MDV.
- 9.1.2 Any gift of cash or cash value (e.g. vouchers, coupons, shares, commissions, etc.) to MDV staff is strictly prohibited at all times.
- 9.2 Corporate Hospitality & Entertainment
- 9.2.1 MDV strictly prohibits the Third Party to offer or provide corporate hospitality and entertainment to MDV staff.

### 9.3 Facilitation Payment

- 9.3.1 Facilitation payment is payments made to expedite the performance of a person performing a routine or administrative duty/ function. All Third Party must not offer, promise, give or anything which may reasonably be regarded as a facilitation payment to MDV staff.

## 10.0 PUBLIC OFFICIALS

---

- 10.1 Public Officials (sometimes referred to as Politically Exposed Persons or PEPs) means individuals who are or have been entrusted domestically or internationally with prominent public functions. Public Officials include immediate family members, close associates and companies related to such individuals in their capacity as directors, members of management or beneficial owners.
- 10.2 The Third Party must declare to MDV in the event their profiles match with the public officials' definition as stated in Para 10.1 above or they know/ come to know that they are the public officials.

## 11.0 BREACH OF COC

---

- 11.1 All Third Party is governed by the COC as part of the terms and conditions of their appointment between them and MDV.
- 11.2 Appropriate actions will be taken against any Third Party who contravenes the COC. The severity of punishment will commensurate with the misconducts such as reporting by MDV to the police or Malaysian Anti-Corruption Commission, litigation action, termination of contracts, disqualify the Third Party from tendering for future jobs etc.
- 11.3 MDV expects all Third Party to render full cooperation in the event of an investigation, inquiry, audit or litigation relating to or involving MDV.

## 12.0 WHISTLEBLOWING

---

- 12.1 All Third Party must inform MDV as soon as they have a reasonable suspicion of an improper conducts/ breach of COC involving MDV staff or any parties related to MDV.
- 12.2 All concerns raised will be treated fairly and properly. MDV will ensure that no whistleblower will be at risk of suffering any form of retribution as a result of raising a concern as long as the same is reported in good faith. The whistleblower will also be protected even if the concern raised proves to be incorrect or unsubstantiated.
- 12.3 All concerns/ reports by the Third Party in regards to the improper conducts or breach of COC must be emailed to [whistle@mdv.com.my](mailto:whistle@mdv.com.my).

## 13.0 THIRD PARTY DECLARATION

---

- 13.1 Third Party with job/ contract value of **more than RM5,000** must sign the declaration form (refer to **Appendix B**).
- 13.2 All customers must sign the declaration form on annual basis (refer to **Appendix C**).



## NON-CONFLICT OF INTEREST WITH MALAYSIA DEBT VENTURES BERHAD

I, [insert names and identity card / passport numbers of the authorised person], being the authorised person of [insert name of the company] (Company No. [ ]), a company incorporated in Malaysia and having its registered office at [insert registered address of applicant] (the “**Company**”) have been duly authorised to affirm this Statutory Declaration for and on behalf of the Company. We **DO HEREBY SOLEMNLY AFFIRM AND DECLARE** as follows:-

- that none of the directors of the Company is a director of MALAYSIA DEBT VENTURES BERHAD (“MDV”);
- (2) that none of the directors of the Company is a shareholder of MDV;
  - (3) that none of the directors of the Company is in the employment of MDV;
  - (4) that none of the members of any of the Company’s director’s family is a director of MDV;
  - (5) that none of the members of any of the Company’s director’s family is a shareholder of MDV;
  - (6) that none of the members of any of the Company’s director’s family is in the employment of MDV;
  - (7) that none of the shareholders of the Company is a director of MDV;
  - (8) that none of the shareholders of the Company is a shareholder of MDV;
  - (9) that none of the shareholders of the Company is in the employment of MDV;
  - (10) that none of the members of any of the Company’s shareholder’s family is a director of MDV;
  - (11) that none of the members of any of the Company’s shareholder’s family is a shareholder of MDV;
  - (12) that none of the employees of the Company is a director of MDV;
  - (13) that none of the employees of the Company is a shareholder of MDV;
  - (14) that none of the employees of the Company is in the employment of MDV;
  - (15) that none of the members of any of the Company’s employee’s family is a shareholder / director / employee of MDV;

which for the purposes herein, we confirm that:-

- (a) “members of family” shall include spouse, parents, spouse’s parents, children, siblings, and the spouse of such children and siblings (biologically and non-biologically).
- (b) “body corporate associated with the Company” shall include a company / corporation:-
  - i. which is the holding company of the Company; or
  - ii. which is the subsidiary company of the Company; or
  - iii. which is the subsidiary of the holding company of the Company; or
  - iv. which is, or the directors of which are, accustomed or under an obligation (whether formal or informal) to act in accordance with the directions, instructions or wishes of the Company or of any directors or shareholders of the Company; or
  - v. in accordance with the directions, instructions or wishes of which, or of the directors of which, the Company or any directors or shareholders of the Company is accustomed or under an obligation (whether formal or informal) to act; or
  - vi. which holds not less than 15% of the voting shares in the Company; or
  - vii. in which the Company holds not less than 15% of the voting shares; or
  - viii. which any of the said company / corporation’s director, shareholder and/or persons connected with him are entitled to exercise, or control the exercise of, no less than 15% of the voting shares in the Company; or
  - ix. in which any of the Company’s director, shareholder and/or persons connected with him are entitled to exercise, or control the exercise of, no less than 15% of the voting shares.

Signature of Authorised Person: .....

Name of Company’s Authorised Person: .....

Company’s Name: .....

Company’s Stamp: .....

Date: .....



THIRD PARTY DECLARATION FORM

- 1. We are the contractors/ vendors/ suppliers/ solicitors/ agents/ consultants/ joint venture partners/ introducers/ government intermediaries of Malaysia Debt Ventures Berhad ("MDV").
- 2. We hereby declare that we will comply with:
  - (i) All applicable laws and regulations relating to MDV's Code of Conduct, Anti-Fraud Policy, Integrity and Anti-Corruption Policy, and Whistleblowing Policy.
  - (ii) The following principles:
    - a) Committing to promote values of integrity, transparency, accountability and good corporate governance.
    - b) Prevention of corruption and fighting any form of corrupt practice.
    - c) Supporting anti-corruption initiatives led by the government and the authorities.

*(hereinafter collectively referred to as "the requirements")*

- 3. We have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to MDV.
- 4. We undertake to promptly inform MDV of any breach and/ or alleged/ suspected breach of the requirements via email to [whistle@mdv.com.my](mailto:whistle@mdv.com.my) and cooperate with MDV in any investigation of such breach involving MDV's staff.
- 5. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our appointment and/ or contract of service.
- 6. We further acknowledge that MDV has the right to suspend or terminate the contract/ agreement/ job and disqualify us from tendering for future contracts/ jobs if we were found to have breached the requirements or any other terms and conditions implemented by MDV pursuant to the contract/ agreement/ job.

Signature of Authorised Person: .....

Name of Company's Authorised Person: .....

Company's Name: .....

Company's Stamp: .....

Date: .....



### CUSTOMER'S ANNUAL DECLARATION FORM

1. We are the customers of Malaysia Debt Ventures Berhad ("MDV").
2. We hereby declare that we will comply with:
  - (i) All applicable laws and regulations relating to MDV's Code of Conduct, Anti-Fraud Policy, Integrity and Anti-Corruption Policy, and Whistleblowing Policy.
  - (ii) The following anti-corruption principles:
    - a) Committing to promote values of integrity, transparency, accountability and good corporate governance.
    - b) Prevention of corruption and fighting any form of corrupt practice.
    - c) Supporting anti-corruption initiatives led by the government and the authorities.

*(hereinafter collectively referred to as "the requirements")*
3. We have not been convicted nor are we subject to any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach and will report any actual or suspected breach as soon as reasonably practicable and to the extent permitted by the law, to MDV.
4. We undertake to promptly inform MDV of any breach and/ or alleged/ suspected breach of the requirements and cooperate with MDV in any investigation of such breach involving MDV's staff.
5. We acknowledge that the provisions set out in this declaration form shall form part of the terms and conditions of our facility offer.
6. We further acknowledge that MDV has the right to terminate the facility offered if we were found to have breached the requirements or any other terms and conditions imposed by MDV pursuant to the facility offer.

Signature of Authorised Person: .....

Name of Company's Authorised Person: .....

Company's Name: .....

Company's Stamp: .....

Date: .....



Contact us for more information:

MALAYSIA DEBT VENTURES BERHAD (578113-A)  
Level 5, Menara Bank Pembangunan  
1016, Jalan Sultan Ismail  
50250 Kuala Lumpur  
Malaysia

Tel : +603 2617 2888  
Fax : +603 2697 8998  
Website : [www.mdv.com.my](http://www.mdv.com.my)  
Email : [mdvinfo@mdv.com.my](mailto:mdvinfo@mdv.com.my)  
Facebook : [@malysiadebtventures](https://www.facebook.com/malysiadebtventures)

