PARTNER’S AGREEMENT

Date  7 November 2016
Reference  BIA/PA/07.11.2016
AGREEMENT

PREAMBLE:-

This Partner’s Agreement (“Agreement”) is by and between:

Business Integrity Alliance Berhad (co. no. 1181016-T), a company incorporated in Malaysia and having its registered address at Suite 15, 6th Floor, IOI Business Park, Bandar Puchong Jaya, 47100, Puchong, Selangor, Malaysia (“BIAB”);

and

_________________________________________ (co. no._____________), a company incorporated in Malaysia and having its principal place of business ___________________________ (“Partner”).

Whereas, the Partner wishes to participate in the Business Integrity Alliance (“Alliance”), the objectives and operations of which are set forth in the Business Integrity Alliance Terms of Reference (“Terms of Reference”) which may be amended from time to time provided that written notification is provided to the Partner informing of any amendments and / or revisions.

THE PARTNER:-

1. Agrees to participate in the Alliance, and will conform to this Agreement, the Terms of Reference dated 7th November 2016, reference BIA/TOR/07.11.2016, and any rules, regulations and resolutions of the Alliance approved by the Steering Committee at the present and in the future. The appended Terms of Reference forms an integral part of this Agreement.

2. Commits to perform the obligations and responsibilities, which are set forth in the Terms of Reference, with the intention of actively promoting business integrity in accordance with the UN Global Compact’s Tenth Principle: “Businesses should work against corruption in all its forms, including extortion and bribery.”

3. Agrees to nominate a representative to attend meetings and events, provide input to initiatives, and proactively support the work of the Alliance both internally within its own organisation, and with external parties.

4. Confirms that it satisfies the Partner criteria, which are set forth in the Terms of Reference, Article 7.2.

5. Agrees to pay the Alliance annual subscription fee stated below within one (1) calendar month of invoicing by BIAB.

6. Agrees to allow BIAB the right to publish the name and logo of the Partner solely and exclusively on the relevant page of the Alliance’s website showing the list of current Partners.

7. Recognises its Partner’s position with the Alliance may be suspended or terminated by the Steering Committee in accordance with the Terms of Reference.

ANNUAL SUBSCRIPTION FEE

8. The annual fee to be paid is RM5,000

RELATIONSHIP OF PARTIES

9. This Agreement does not create a partnership or joint venture between BIAB and the Partner.

10. Neither BIAB nor the Partner can bind the other or create any relationship of principal or agent.
LIMITATION OF LIABILITY

11. The liability of BIAB to the Partner in the event of any claim by the Partner shall be limited to the amount of the Partner’s duly paid annual subscription fee of that year.

12. There shall be no liability on the part of the Partner in respect of any claim by BIAB pursuant to this Agreement and/or the Terms of Reference.

13. In no event shall either party be liable for any indirect, incidental, consequential, or special damages sustained or incurred by the Partner in connection with or as a result of its participation in the Alliance.

INDEMNITY

14. BIAB agrees to indemnify and hold harmless the Partner against all costs, liability, losses and claims incurred by the Partner as a result of BIAB and/or the Alliance violating any rules, laws and/or regulations in respect of the operations of the Alliance.

NO MARKETING

15. BIAB shall not use or disclose the Partner’s name and/or logo in connection with any advertising or publicity materials or activities without the Partner’s prior written consent, who shall have absolute discretion to withhold such consent. However, by signing this Agreement the Partner consent to BIAB to use the Partner’s name and logo on BIAB’s website where partners to the Alliance are presented. The Partner shall have the right at its own discretion and at any given time to withdraw such consent and BIAB is obliged to immediately remove the Partner’s name and logo from its website.

CONFIDENTIALITY

16. The Partner shall take all reasonable means to keep information that is disseminated among the Alliance Partners, including information discussed at any Alliance meetings, absolutely confidential within the confines of the Partner organisation. The Partner shall not disclose such information to any person or entity that is not a Partner of the Alliance, unless authorised in writing (including email) by the President or Secretary-General or required to do so by a court of law or by official request in writing from a government enforcement body such as the police or Malaysian Anti-Corruption Commission.

17. Likewise, BIAB shall to all reasonable means to keep information that is disseminated among the Alliance Partners, including information discussed at any Alliance meetings, absolutely confidential. BIAB shall not disclose such information to any person or entity that is not a Partner of the Alliance, unless instructed to do so by an absolute majority vote of the Steering Committee or if required to do so by a court of law or by official request in writing from a Government enforcement body such as the police or Malaysian Anti-Corruption Commission.

18. This clause shall survive the expiry and/or early termination of this Agreement.

DURATION OF AGREEMENT

19. The duration of this Agreement shall be one (1) year from the Effective Date in the Preamble, unless otherwise earlier terminated in accordance with this Agreement or the Terms of Reference.
20. The Agreement shall automatically renew each year upon the Effective Date unless the following has occurred:
   a. The Partner has notified the Secretary-General in writing that the Partner leaves the Alliance; or
   b. The Partner has not paid their annual subscription fees; or
   c. The Steering Committee has terminated the Partner’s position with the Alliance; or
   d. The Partner no longer fulfils the criteria necessary to be a Partner in the Alliance as per Article 7.2 of the Terms of Reference.

ENTIRE AGREEMENT

21. This Agreement, together with the Terms of Reference of the Alliance, embodies the entire understanding between BIAB and the Partner for the Partner’s participation in the Alliance, and cancels and supersedes any previous agreements, oral or written, entered into by the parties.

MODIFICATION

22. Any changes and supplements to this Agreement must be mutually made in writing by BIAB and the Partner.

GOVERNING LAW

23. This Agreement shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby agree to submit to the exclusive jurisdiction of the Malaysian Courts.

DISCREPANCY

24. In the event there is any discrepancy between this Agreement and the Terms of Reference, this Agreement shall prevail.

WAIVER

25. No waiver by either party of any right or of a breach of any provision of this Agreement shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such right or provision or to sanction any subsequent breach thereof.

SEVERABILITY

26. Any term of provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or rendering unenforceable the remaining provisions hereof.

COUNTERPARTS

27. This Agreement may be executed in counterparts but is not effective until each party has executed at least one counterpart. Each counterpart shall be deemed to be an original, but the counterparts together shall constitute one and the same agreement.
SIGNATORY PAGE

The Parties have executed this Partner’s Agreement as agreed by the authorised representatives below. The effective date (‘Effective date’) is the date of the latest signature, which for the sake of clarity is stated to be ____________________.

<table>
<thead>
<tr>
<th>Business Integrity Alliance Berhad</th>
<th>(Co. Name)________________________</th>
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<tbody>
<tr>
<td>(1181016-T)</td>
<td>(000000-X)</td>
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______________________________  ______________________________
Dr Mark Lovatt                     Name:                        
Secretary-General                  Designation:                   
Date:                             Date:                          
Company stamp:                     Company stamp:                   

Initials______/______

Business Integrity Alliance Partners Agreement

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