



AMVERTON_{BERHAD}

**CODE OF BUSINESS
CONDUCT AND ETHICS**

Updated as at 20th April 2018



Code of Business Conduct and Ethics

Contents

- 1. Introduction and Objectives**
- 2. Scope and Application**
- 3. Part I - Core Values and Culture**
- 4. Part II - Duties of Good Faith, Fidelity, Diligence and Integrity**
- 5. Part III - Workplace Culture and Environment**
- 6. Part IV - Discipline, Disciplinary Process and Sanctions**

1. INTRODUCTION AND OBJECTIVES

The Board of Directors (“The Board”) of Amverton Berhad (“Amverton” or “the Company” or “the Group”) establishes a Code of Business Conduct and Ethics (the “Code” or “CoBE”) for the Company, and together with management, implements its policies and procedures, which include managing conflicts of interest, preventing the abuse of power, corruption, insider trading and money laundering.

The Board consistently strives to set a proper CoBE for the Company and instill ethical values and standards across every level of the Group. In this regard, the Company has put in place a Code of Conduct which subject employees to a set of values and standards of conduct that is expected of them.

The objectives of CoBE is to formulate a standard of corporate governance and corporate behaviour with the following intention:

- To develop a standard of ethical behaviour for Directors and employees based on trustworthiness and values that can be accepted, are held or upheld by all stakeholders of the company.
- To uphold the spirit of responsibility and social responsibility in line with the legislation, regulations and guidelines for administrating of a company.

2. SCOPE AND APPLICATION

The CoBE provides guidance on the standards of behaviour of all Directors and Employees of the Group, and where applicable, Counterparties and Business Partners. The standards of behaviour derived from the Group’s Core Values and Business Principles.

The Code serves as a formal commitment by employees to conduct themselves professionally at all times and to do business in a transparent, appropriate and fair manner.

The CoBE covers the following overarching areas but not limited to:

- Conflicts of interest;
- Complying with laws including abuse of power, corruption, insider trading and money laundering;
- Data protection and privacy laws;
- Protection and proper use of corporate assets;
- Maintaining complete and accurate business records; and
- Respecting others in the workplace and society.

The Board reviews the CoBE periodically or as and when the need arises to ensure it is kept contemporaneous.

In the event of any doubts or questions concerning the application or interpretation of this Code, please seek advice from your Head of Department Employee Relations, Human Resource Management ("HRM").

3. PART I - CORE VALUES AND CULTURE

1. Application

- 1.1 This Code of Business Conduct and Ethics (the "Code" or "CoBE") is intended to apply to every employee of the group company worldwide. It is also intended to apply to every director (executive and non-executive) for those companies, except as otherwise stated in this Code. Joint venture companies in which the Company is a non-controlling co-venture and associated companies are encouraged to adopt these or similar principles and standards.
- 1.2 Although this Code is specifically written for the Company's employees and directors, the Company expects that contractors, sub-contractors, consultants, agents, representatives and others performing work or services for or on behalf of the group of companies will comply with it in relevant part when performing such work or services. Failure by a contractor, sub-contractor consultant agent, representative or other service provider to comply with the principles and standards set out in this Code may result in the termination of the non-complying party's relationship with the Company and other adverse consequences.
- 1.3 Where this Code calls for a report to the Company's unit or official, contractors, sub-contractors, consultants, agents, representatives or other service providers may, in lieu of contacting such unit or official, instead contact HRM, the contact details for which are set out at the back of this Code. Where this Code calls for a report to a

Head of Department to be made by a director of the Company, the report may instead be made to the Company secretary for the relevant company.

- 1.4 This Code will be implemented (with certain local adaptations) on a worldwide basis in a phased roll out, commencing with its entry into effect for Malaysian group companies. In that regard, it replaces the Company's Code of Conduct for Officers and Staff. Any misconduct committed before the effective date of this Code for your company will be dealt with under the Code of Conduct and Discipline (or other applicable policies and terms and conditions of service) in effect for your company at the time of the misconduct.
- 1.5 If a law conflicts with a rule or policy set out in this Code, you should comply with the law. If you perceive that a provision of this Code (as supplemented or modified for your jurisdiction by a Country Supplement, as described below) conflicts with the law in your jurisdiction, you should consult with your Head of Department, HRM or LCSA, rather than disregard the Code without consultation. However, if a local custom or policy conflicts with this Code, you are called upon to comply with this Code. If you have any questions about any of these conflicts, please consult your Head of Department, HRM.
- 1.6 The provisions of this Code may be amended or waived by the Company from time-to-time in the Company sole discretion. The Company expects that waivers would only be granted in exceptional circumstances and then only in keeping with applicable law and the Company's policies and procedures.

2. Corporate Values and Culture

- 2.1 The Company is committed to the highest standards of integrity, openness and accountability in the conduct of the group's business and operations. The Company seeks to conduct its affairs in an ethical responsible and transparent manner.
- 2.2 As an employee in the Company, you have a duty to serve the company with good faith, fidelity, diligence and integrity. You are required to act in the best interests of the Company and to refrain from engaging in conduct or activities which may adversely affect the best interests of the Company. You are at all times required to:
 - Conscientiously maintain the highest degree of integrity,
 - Always exercise proper care and judgment,
 - avoid conflicts of interest, and
 - Refrain from taking advantage of your position or exercising your authority to further your own personal interest at the expense of the Company.
- 2.3 The Company expects that, throughout your time of service as the Company's employee, you will:
 - Strive towards a high standard of professionalism;

- Give your undivided loyalty and devotion to the Company at all times and on all occasions;
- Serve with honesty and integrity, goodwill and courtesy;
- Display group cohesiveness based on oneness of purpose together with a caring attitude for the individual;

3. Definitions

- 3.1 Where the context or construction requires, all words applied in plural will be deemed to include the singular, and vice versa; the masculine will include the feminine and neuter, and vice versa; and the present tense will include the past and the future tense, and vice versa.
- 3.2 References to "you" in this Code refer to any person to whom this Code applies. Where more specific references are used (such as "employee"), the more specific reference is intended.
- 3.3 For purposes of this Code, the term "family/household" includes your spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.
- 3.4 For purposes of this Code, the term "employee" means any person who is in the employment of the Company including but not limited to executives, non-executives, secretaries, seconders and individual son direct hire.

4. PART II - Duties of Good Faith, Fidelity, Diligence and Integrity

Part II A: Conflict of Interest

1. Duty Regarding Avoidance of Conflict of Interest

1.1. A conflict of interest arises in any situation in which an individual is in a position to take advantage of his or her role at the Company for his or her personal benefit, including the benefit of his or her family and friends. A conflict of interest can make it difficult for an individual to fulfil his or her duties impartially and correctly. A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision-making may be an issue. A conflict of interest will undermine the values of good faith, fidelity, diligence and integrity in the performance of your duties and obligations as expected by the Company. You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of the Company's business.

1.2. The situations under which conflicts of interest may arise include, but are not limited to:

- When you, in the exercise of your authority, give preference to your interests or the interests of your family/household members, associates or friends rather than to the interests of the Company;
- when you are in a position to influence decisions that are to be made by the Company with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/household members, associates or friends.

1.3. In certain instances, a conflict of interest that has been fully disclosed to the Company may be tolerated by the Company (for example, because measures are taken to ensure that it poses no risks to the Company). Any conflict situations should be cleared with HRM (or, in case of directors, with the relevant company secretary

2. Involvement in Business Where You or Your Family /Household Have a Direct or Indirect Interest

2.1. You, the members of your family/household and your or their nominees and trustees, and any account or entity over which you or they have influence or control, must not promote the formation of any business, firm, corporation or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as "Equity") in: -

- a) Privately held entities which derive any income or receive any payment from contractual or other business arrangements with the Company;

- b) privately held entities listed in the Company's lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with the Company;
or
- 2.2. Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family/household) become, directly or indirectly, the owner of Equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you will be under a duty, as soon as you become aware of the situation, to inform your Head of Department or HRM (or, in the case of directors, the relevant company secretary) in writing of the circumstances. You must then consult with the Company concerning the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, the Company may give such instructions to you as it deems appropriate, which may include requiring you or other persons to dispose of the Equity in such entities. Your failure to inform the Company when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and/or failure to comply with the requirements of the Company will be deemed to be a conflict of interest for which appropriate disciplinary action may be taken against you. Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally permitted by the Company will not constitute violations of this Code.

3. Illustrative Example of Where Conflict of Interest Arises and You Are a Party to Decision-Making

- 3.1. You will be in a conflict of interest situation when you, a member of your family/household and/or your associates has an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities which are on the Company's lists of registered contractors or which have contractual or supply arrangements with the Company, and you are involved in any decision-making by the Company relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with the Company.
- 3.2. When such a conflict of interest situation becomes known to you, unless otherwise instructed by the Company, you will abstain from participating in any the Company's decision-making or deliberations involving the entity or person and also avoid doing anything Which could influence the decisions on such dealings, and will report such conflict of interest to HRM (or, in the case of directors, the relevant company secretary) promptly. Following such report, the company will give such instructions to you as it deems appropriate, which you must then heed.
- 3.3. You may be asked to serve on the board of directors of another organization and this can, in some cases, raise a conflict of interest or a legal issue, even if the service is voluntary and unpaid. Before the Company's employee accepts a position as a board

member outside of the Company, he or she should always obtain approval from his or her Human Resource Management.

4. Disclosures Giving Undue Advantage to Third Parties

You must not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with the Company without prior approval from the Company, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving the Company. Such prior approvals should be obtained through HRM (or, in the case of directors, the relevant full board of directors). Giving an outside party confidential the Company's information without appropriate authorisation in order to assist that party in securing the Company's business or for any other reason will be considered a violation of this restriction.

5. Personal Transactions with Clients, Suppliers, Contractors and Vendors

- 5.1. You may not, directly or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immoveable property or for the supply or purchase of any service from any of the Company's clients, suppliers, contractors or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of THE COMPANY, other than transactions or dealings on such terms as are freely available to the general public.
- 5.2. If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you must seek through your Head of Department express written permission of the Company's management for the conduct of such transactions or dealings, and must not proceed with them until such permission is obtained.

Part II B:

Fighting Corruption and Unethical Practices

6. Solicitation, Bribery and Corruption

- 6.1. An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of the Company concerning its business and affairs.
- 6.2. You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself or for any other party, any bribe or gratification as an inducement or a reward for doing or

forbearing to do, or for having done or forborne to do, any act in relation to the Company's affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to the Company's affairs or business.

- 6.3. You may not directly or indirectly offer, promise or give any bribe as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the Company's affairs or business, or for showing favour or forbearing to show disfavour to the Company in relation to the Company's affairs or business, whether in the form of a facilitation payment kickback, donation, fee or any other form.
- 6.4. If you receive a request for a bribe or if you are offered a bribe, you must report it to your Head of Department.
- 6.5. In this part, a "bribe" or a "gratification" is any gift, payment, benefit or other advantage, pecuniary or otherwise, offered, given, or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind. A bribe need not involve cash or another financial asset-it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees or the provision of employment to the family or friends of people with whom the Company deals.

7. Receiving Facilitation Payments

- 7.1. You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or for any other person subject to this Code. In this part, the term "facilitation payments" generally means payments made to secure or expedite the performance by a person performing a routine or administrative duty or function.

8. Prohibition on Commission, discounts and Secret Profits

You must not, directly or indirectly, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of the Company, any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind) which is not authorised by the Company's rules, policies or guidelines.

9. Accounting for Secret Profits or Gains

A person subject to this Code who, directly or indirectly, obtains any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind and whether as a bribe or otherwise), by virtue of his/her position or authority with or on behalf of the

Company, will immediately disclose such receipt and he/she will be liable to render an account of the same and surrender any benefits and/or payments received to the Company.

10. Receiving Gifts and Entertainment

- 10.1. You are required to comply with the policies and procedures of your Human Resource Management relating to the receipt of gifts and entertainment. In no event, however, may you or any of your family/household members accept gifts or entertainment in exchange for an exercise or non-exercise of the Company's authority or otherwise to the detriment of the Company.

11. Providing Gifts and Entertainment

- 11.1. You are required to comply with the policies and procedures of HRM relating to the giving of gifts and entertainment.
- 11.2. The Company prohibits the giving of entertainment or gifts using the Company's resources that are illegal or unduly dangerous, or indecent sexually oriented or inconsistent with the Company commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of the Company or to refrain from taking action adverse to the Company. No gift of cash may be given.

12. Public Officials

- 12.1. You are prohibited from offering gifts or entertainment other than in accordance with the policies and procedures of HRM relating to the giving of gifts and entertainment.
- 12.2. You are prohibited from offering gifts and entertainment, including travel-related expenses, to government officials or their family/household members without permission from Head of Department.
- 12.3. You are prohibited from paying for no business travel and hospitality for any government official or his/her family/household members without permission from your Head of Department.
- 12.4. You may not offer or provide gifts or anything else of value to any person, such as an agent, consultant or contractor if you know or suspect that a government official or his/her family member will be the indirect beneficiary or recipient, other than as approved by your Head of Department
- 12.5. You may not take action to circumvent the prohibitions in this Section 12. You must in every instance comply with the rules concerning solicitation, bribery and

corruption set out in other sections of this Part II, as well as with applicable laws concerning bribery and corruption.

13. Money Laundering and Counterparty Due Diligence

- 13.1. You must conduct appropriate counterparty due diligence to understand the business and background of the Company's prospective business counterparties and to determine the origin and destination of money, property, and services. You must report to your Head of Department (or, if that is not practicable, LCSA) suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself. Your Head of Department in consultation with other groups within the Company, generally will be responsible for decisions in this regard.
- 13.2. In this part, "money laundering" is generally defined as occurring when the criminal origin or nature of money or assets is hidden in legitimate business dealings or when legitimate funds are used to support criminal activities, including the financing of terrorism. Offences covered by anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activity. The amount, nature, purpose, and provider or recipient of any payment or transfer to or from the group of companies must be accurately reflected in the books and records of the group.

Part II C: National and International Trade

14. Antitrust/Competition Law

- 14.1. You must ensure that your actions towards business partners (e.g., customers and suppliers), competitors and governmental authorities at all times reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies. It is the Company's policy that an employee participating in the violation of competition rules will be punished for any misconduct. Any behaviour even suggestive of illegal anticompetitive activity is against the Company's policy and any employee engaging.

Part II D:

Assets of the Company

15. Responsibility for Assets, Facilities, Resources and Records

- 15.1. Insofar as you have possession of or are given access to assets, facilities, resources or records belonging to the Company, that possession or access is provided on the basis of trust and confidence that they are to be used for the furtherance of the interest of

the businesses of the Company. These assets may be tangible-for example, equipment, including computer hardware, or cash-or they may be intangible, such as intellectual property and computer software.

- 15.2. You are responsible for the safekeeping of all assets, facilities, resources and records belonging to the Company that are provided to you for the performance of your duties. You must diligently give heed to and strictly comply with the company policies and procedures as amended and updated from time-to-time on the use of all assets, facilities, resources and records.
- 15.3. You must further take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to the Company, the occurrence of which should be reported immediately to the Company. Regardless of condition or value, assets, facilities, resources and records belonging to the Company may not be misused, taken, sold, lent, given away or otherwise disposed of, or used for personal purposes, except with the appropriate specific authorisation of the Company.

Part II E: Financial Integrity

16. Internal Controls and Procedures

- 16.1. You must comply with all policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of the Company's books and records and financial reporting. In this regard, you must not, for example: -
 - a. Conceal, alter, destroy or otherwise modify the Company's records or documents other than in accordance with established, ordinary course procedures (and in no case impede or frustrate an investigation or audit or conceal or misstate information
 - b. intentionally make a false or misleading entry in a record, report, file or claim (including travel and entertainment expense reports);
 - c. establish accounts, companies or arrangements to circumvent or frustrate the Company controls, policies or procedures;
 - d. fail to cooperate fully and truthfully with internal and external audits authorized by the Company; or
 - e. Engage in any scheme to defraud anyone of money, property or honest services.

Part II F:

Confidentiality Obligations/ Intellectual Property/Public Communications

17. Confidentiality Obligations

- 17.1. The business affairs and records of the Company comprising business, technical, financial, legal, personnel and contractual records and documents comprising

telegrams, e-mails, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements or other documents or computer software's or files of whatever nature and information as to formulae, processes and manufacturing methods are all confidential information belonging to the Company. Such confidential information is strictly private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside the Company, except by persons authorised to do so. All necessary precautions are to be taken by you with respect to the confidentiality of such confidential information.

- 17.2. You may not, either during or after your employment or engagement disclose, divulge or utilise without appropriate authorisation any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with the Company and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.
- 17.3. Except so far as may be necessary for the purpose of performing your duties you may not, without the consent of the Company, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which the Company may be or may have been interested and which have come into your possession by reason of your employment or engagement. If on termination of your employment or engagement you are in possession of any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment and engagement to the Company without being asked, except insofar as consent to retain them has been given to you by the Company.
- 17.4. In the course of your relationship with the Company, you may have established contacts and relationships with the Company's vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with the Company, or for a period of two years after the cessation of your relationship with the Company (or for whatever other period of time as may be specified in the terms of your engagement or Country Supplement to this Code applicable to you), whether by resignation or otherwise, make use of business opportunities arising from your relationship with the Company or cause or attempt to cause the diversion of such business opportunity from being exploited by the Company or cause or attempt to cause the termination of contracts, agencies or other business relationships of the Company without first obtaining the prior consent of the Company.

18. Data Protection

- 18.1. You must comply with the Company's policies and applicable laws concerning the protection of personal privacy, including the protection of personal data.

19. Insider Dealing

You must protect the confidential business information of the Company and its counterparties, and never use it for your own benefit or the benefit of other persons-especially not to trade in shares or other securities or to recommend or cause a third-party to do so.

You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while the Company is in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities. We expect all directors, employees, their respective families/households and others whose relationships with the Company give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. "Material non-public information" is generally non-public information that a reasonable investor would consider important when deciding to buy or sell securities. The restrictions described here also apply to "price sensitive information" or other similar types of information in jurisdictions where the applicable insider trading laws make reference to those types of information.

20. Inventions and Computer Programmes

In this Section, the term "invention" includes any new or improved substance, material plant machinery or apparatus produced or capable of being produced by manufacture, any new or improved method or process of manufacturing or of testing or of sampling, and any discovery in a field of science or applied technology. Further, the term "computer programme" includes any computer programmes, software's, scripts, or other computer instructions that relate to any business and processes of the Company.

21. Third Party Intellectual Property

- 21.1. You must comply with all laws, regulations and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information. You may not knowingly infringe on the protected intellectual property rights of other parties.

22. Making of Public Statements

In this Section, "public statement" or "discuss publicly" includes the making of any statement or comment to the press, magazines, periodicals or the public or in the course of any lecture or speech or the broadcasting thereof by sound, vision or electronic means. It also applies to every kind of correspondence including mail,

electronic documents, instant messages, websites, social media tools, biogas, paper documents, facsimile, voice and voicemail recordings.

23. Social Media/Information Technology and Systems

23.1. You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using the Company premises, equipment or systems. Sending or forwarding obscene, libellous, defamatory, offensive or racist remarks is strictly prohibited. If you receive materials of this nature, you must promptly notify THE COMPANY management. This must be avoid during work such as:

- The Company's IT and communications systems are to be used for the Company's work and business purposes only.
- You must not send personal e-mails using the Company's e-stationery or displaying the Company's headers or footers, or otherwise suggesting that such communications are authorised by the Company.
- You must not use personal e-mail addresses and services to send or receive the Company's confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.
- You must not disable or circumvent the Company's IT security measures.
- When using the Company's IT and communications systems, conducting the Company's business or acting for the Company's benefit, you must not deliberately conceal or misrepresent your identity. You should not send e-mail messages using another person's e-mail account unless you have proper authorisation from the owner of the e-mail account.
- You may not forge or attempt to forge e-mail messages.
- You should not send or forward unsolicited e-mail messages.
- The installation of third party software in or connection of hardware to the Company's IT systems or equipment without the prior approval of your Head of Department is prohibited.

23.2. You must not employ the company's IT and communications systems to:

- a. conduct fraud;
- b. run your own business;
- c. view, download, copy, illegally share, process or post information in a way that infringes the relevant content provider's intellectual property rights;
- d. send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fundraising campaigns, political advocacy efforts, religious efforts, or personal purposes;
- e. commit "cybercrimes," such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses;
- f. send malicious rumours or transmit derogatory or indecent materials; or
- g. Otherwise engage in activities that could damage the Company's business or reputation.

Part II G:

Conduct Contrary to Duty to Serve Diligently

24. Outside Employment and Business Activities

- 24.1. As an employee of the Company, you must devote your time and attention to the fulfilment of your employment obligations to the Company. The Company's employees may not take up other employment or gainful activity, whether part-time or full-time, or be involved in any outside business activities, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission of the Company. If you are already engaged in any other gainful activity or involved, either directly or indirectly, in the management or business activities of any other company or companies, firms, corporations or other business activities, you should come forward and disclose your activity to the Company through your Head of Department or HRM.
- 24.2. The granting of permission will be subject to your satisfying the Company that such activity will not interfere with or compromise the proper performance of your duties or the fulfilment of your obligations to the Company. Any permission granted may be withdrawn at any time at the sole discretion of the Company without the need for assigning any reason thereof. In such an event, the Company will be deemed fully indemnified by you and will not be held liable for any repercussion arising from such decision to withdraw the permission so granted before.

25. Public Service, Recreational, Sports, Union and Community Activities

- 25.1. Generally the Company wishes to encourage you to participate in unpaid voluntary public service, recreational activities, sports and other community activities outside working hours. Whilst such activities outside working hours are encouraged, such activities must not be permitted to interfere with your duties and responsibilities during normal working hours.
- 25.2. The general rule is that if the Company's employee is invited to serve on local bodies, or as an appointed or elected club official, the employee is required to notify his or her Head of Department immediately upon being so appointed or elected and must be able to balance the outside activities with his or her full-time THE COMPANY employment. The employee must be able to discharge his or her dual responsibilities satisfactorily, both in respect of the time taken up by the outside activity and the nature of his or her full-time duties. At all relevant times, the employee must ensure that his or her duties and obligations to the Company, as well as the interests of the Company, are not compromised.

26. Political Activities

- 26.1. The Company recognises that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. The Company does not wish to discourage employees from doing so, in order that the Company can avoid involvement or identification with any political party, employees are required to use their off duty time, or annual leave entitlement, subject to prior approval, for such matters.
- 26.2. In order not to compromise the interests of the Company, employees who wish to stand for State, Federal and/or material elections are required to resign from the Company, subject to the requirements of applicable law.
- 26.3. You must not use your position with the Company to try to influence any other person (whether or not employed by the Company) to make political contributions or to support politicians or their parties in any country without approval from your Head of Department.
- 26.4. You may not make any contribution or incur any expenditure using the Company's resources to benefit any political campaign, party or politician in any country without approval from your Head of Department.

Part II H: Disclosure Duties

27. Your Duty to Report Breaches and Violations

- 27.1. If you find or suspect that another person subject to this Code may have committed or may be about to commit any breach of any of his/her terms and conditions of service, of his/her engagement or of this Code, or to violate other the Company's policies or procedures or applicable law, whether deliberately or through inadvertence, you must forthwith report the same, in writing, to your Head of Department or HRM.
- 27.2. You may also disclose any alleged or suspected improper conduct using the procedures provided for in the Company's Whistleblowing Policy as adopted for your jurisdiction, a copy of which is available from HRM.
- 27.3. If you make a report or disclosure as stated above in good faith, belief, without malicious intent, that a breach or violations aforesaid may have occurred or may be about to occur, you will not be penalised or subject to any form of victimisation or retaliatory action notwithstanding that, after investigation, it is shown that you were mistaken. Any form of reprisal by a person subject to this Code against another person who in good faith and without malicious intent has made a report or disclosure as stated above is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action. This includes blatant actions, such as firing, transferring, demoting or publicly

attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on.

28. Disclosure of Overpayments

If you find that you have received overpayments of salary, allowances, expenses, claims or other compensation, or benefits in excess of your entitlements, you must immediately inform your immediate superior and the department responsible for such payments or benefits and then forthwith refund any such overpayments to the Company.

4. PART III - Workplace Culture and Environment

1. Significant of Safe, Secure and Conducive Workplace Environment

The Company is committed to providing, in collaboration with you, a safe, secure and conducive workplace culture and environment, where the values of mutual and reciprocal respect, trust and confidence are upheld and actively promoted.

2. Unlawful Discrimination

- 2.1. The Company will not tolerate unlawful discrimination in the workplace or on the job. You must comply with laws in your local jurisdiction that prohibit workplace discrimination.

3. Sustainable Development

- 3.1. The company is committed to sustainable development in order to help meet the world's growing energy needs through economic, environmental and socially responsible efforts. You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and neighbours; minimise disruptions to the community; lower emissions; minimise impact on ecosystems and biodiversity; and use energy, water and other resources more efficiently.

4. Dress Code

All employees should be neatly, appropriately and decently attired during office working hours. All employees should comply with more specific rules concerning attire that may be set out in any Country Supplement to this Code applicable to them or otherwise established by the Company for the workplace.

5. Sexual Harassment

The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct. For the purpose of this Section, "sexual harassment" means:-

- Any unwelcomed conduct of a sexual nature in the form of verbal, non-verbal, visual, psychological or physical harassment:-
 - a. that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; or
 - b. That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his/her wellbeing.

- Sexual harassment in workplace includes any employment related sexual harassment occurring outside the workplace as a result of employment responsibilities or employment relationships. Situations under which such employment related sexual harassment may take place include, but are not limited to:-
 - a. at work related social functions;
 - b. in the course of work assignments outside the workplace;
 - c. at work related conferences or training sessions;
 - d. during work related travel;
 - e. over the phone; and
 - f. Through electronic media.

6. Non-Business Workplace Relationships

- 6.1. When employees have relationships which go beyond professional relationships and social friendships, such relationships may create conflicts of interest as well as opportunities for exploitation, favouritism or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact upon the reputation and integrity of the Company. These relationships create a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of the Company. There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate Relationship. Even if you act properly, your relationship may be seen as influencing your judgment.

7. Occupational Health, Safety and Environment

- 7.1. The Company is committed to providing a safe and healthy workplace for all employees working at its facilities and minimising the impact of its operations on the environment. Every employee must conscientiously and diligently comply with all HSE requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by the Company as amended and updated from time-to-time and all applicable laws and regulations.

8. Substance Misuse (Drug and Alcohol Abuse)

- 8.1. The use of a substance of misuse (as defined in item 8.3) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is the Company's policy that the unauthorised consumption, possession, distribution, purchase or sale of any substance of misuse within its premises or with the Company conducting its businesses or being under the influence of any such substance with the Company working is prohibited. In this respect, all persons covered by this Code must diligently heed and comply with the policies and procedures on substance misuse

issued by the Company as amended and updated from time-to-time, copies of which are available from the group HSE Division. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by THE COMPANY management with authority over the relevant premises or activity.

- 8.2. To ensure adherence to this policy, the Company may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws. Any persons covered by this Code who are found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse are considered to have committed an act of misconduct which may render them liable for disciplinary action, including termination. Subject to local laws in the jurisdiction of operation, employees are required to consent to testing and searches conducted by any persons or laboratory authorised by THE COMPANY by signing relevant documents issued by the Company. Further, employees who undergo such testing must give consent to the release of the results to the Company.
- 8.3. Under this Code, "substance of misuse" includes any illegal drugs, alcoholic beverages containing ethanol, legal psychoactive drugs obtained or used without legal prescription, and legally prescribed psychoactive drugs consumed beyond their therapeutic or prescribed uses.

9. Borrowing Money

- 9.1. You will not, under any circumstances, borrow money from your subordinate or from the company's contractors, subcontractors, consultants or suppliers. You may, however, stand surety for your subordinates or other persons subject to this Code for loans taken from the Company based on the Company prevailing policy.
- 9.2. Subject to the foregoing and to any restrictions set out in a Country Supplement that are applicable to you, you may borrow money from any person or stand as surety or guarantor for any borrower provided that you do not in any manner place yourself under any serious obligation to any person:
 - a. who is, directly or indirectly, subject to your official authority; or
 - b. with whom you have or are likely to have official dealings.

5. PART IV - Discipline, Disciplinary Process and Sanctions

1. Importance of Good Conduct and Discipline

- 1.1. The maintenance of discipline, good conduct and decorum amongst the employees of the Company is critical to the smooth running of its business or enterprise and is for the common good of the Company and its employees.
- 1.2. The term "misconduct "means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to the Company and includes a breach of discipline or violation of this Code or the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of the Company.
- 1.3. The following acts may be treated as misconduct for which a person covered by this Code may be liable for disciplinary action, subject to the requirements of applicable law: -
 - I. insubordination;
 - II. tardiness;
 - III. absenteeism;
 - IV. violent behaviour or threats of violent behaviour (includes assaults and fighting, whether with employees, clients, contractors, or visitors to the Company's premises);
 - V. theft, fraud, misappropriation;
 - VI. being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty;
 - VII. encouraging or assisting anyone to steal the Company's property;
 - VIII. negligence, neglect or dereliction of duty;
 - IX. sleeping whilst on duty;
 - X. deliberate damage to the Company's property;
 - XI. leaving the workplace during working hours without appropriate permission;
 - XII. sexual impropriety at the workplace;
 - XIII. drug or alcohol abuse on the job or that affects your performance;
 - XIV. signing in or signing out attendance for other employees;
 - XV. sexual harassment;
 - XVI. obstructing other employees from performing their duties;
 - XVII. gambling within the premise of the Company;
 - XVIII. non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of the Company;
 - XIX. engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise;
 - XX. engaging in other employment business whilst in the service of the Company, without the permission of the Company;
 - XXI. any act which could adversely affect the image or reputation of the Company;
 - XXII. misuse of the Company's computer and telecommunications systems (e.g., excessive accessing of non-work related internet sites (such as social

- networking websites,) accessing of pornographic sites and deliberate tampering with or unauthorised use of computer hardware or software);
- XXIII. violating local laws concerning the protection of the privacy of personal data of employees;
- XXIV. taking retaliatory actions against persons in situations where they are protected by the Company's Whistleblowing Policy;
- XXV. conducting themselves in a manner that can be reasonably construed as lacking in efficiency;
- XXVI. breaching any policies or prohibitions set out within this Code; and
- XXVII. Taking measures in circumvention of the policies and prohibitions set out in this Code.

- 1.3. The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in Section 1.2 of Part IV above.
- 1.4. Without limitation upon the foregoing, a person covered by this Code will strictly:-
 - a. Observe all statutory laws and regulations applicable to the Company's business and operations; and
 - b. Comply with the Company's established rules and procedures, including but not limited to limits of authority (LOAs).
- 1.6. Subject to the requirements of applicable law, disciplinary action may be taken against any person covered by this Code for misconduct or for non-compliance with such laws, regulations, rules and procedures.

2. Disciplinary Process and Sanctions

Provisions concerning disciplinary procedures and actions relevant for your jurisdiction are set out in a Country Supplement. If no such provisions are set out in such a supplement for your jurisdiction, the standard disciplinary rules and practices for dealing with violations of company policy in your jurisdiction will apply, in every instance subject to the requirements of applicable law. Further information in this regard may be obtained from HRM.