



PCG PCC OXYALKYLATES SDN. BHD. CODE OF CONDUCT AND BUSINESS ETHICS (PPCOBE)

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GENERAL BUSINESS PRINCIPLES

We at PCG PCC OXYALKYLATES Sdn. Bhd. are committed to making our company a leading specialty chemical industry of choice. While we will maintain flexibility to adapt to changing conditions, the nature of our business requires a focused, long-term approach and the need to balance risks and rewards. We will consistently strive to improve through learning, sharing, and implementing best practices. We will strive to apply and extend technology through business-driven research and technical support and assume leadership in selective areas. We will implement appropriate measures to protect our personnel, physical assets, intellectual property, and reputation.

INTRODUCTION

This Code of Conduct and Business Ethics emphasizes the principles of discipline, good conduct, professionalism, loyalty, integrity and cohesiveness that are critical to the success and well-being of the PCG PCC OXYALKYLATES Sdn. Bhd.

Your compliance with and support for the letter and spirit of this Code is vital to PCG PCC OXYALKYLATES Sdn. Bhd.' continued success. Your failure to comply may have severe consequences for the company and may result in disciplinary action against you.

In the event of any doubts or questions concerning the application or interpretation of this Code, please seek advice from Human Resource Management & Administration Department or Legal Department.

Part I: CORE VALUES AND CULTURE

1. Application

- 1.1. This Code of Conduct and Business Ethics (“Code” or “CoBE”) is intended to apply to all employees of PCG PCC Oxyalkylates Sdn. Bhd. (“PCGPCC”) including those seconded to PCGPCC from its shareholders as well as to PCGPCC Board of Directors.
- 1.2. Although this Code is specifically written for PCGPCC employees and directors, PCGPCC expects that third parties which includes employees working with third parties (such as contractors, sub-contractor, consultants, agents, representatives and others) performing work or services for or on behalf of PCGPCC, comply therewith, so that PCGPCC, as far as it is possible, require these external parties to declare their compliance with the relevant parts of the PPCOBE i.e.when performing such work or services.
- 1.3. This Code is prepared in English.
- 1.4. 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 conflicts with the law in your jurisdiction, you should consult your Head of Department, Human Resource Department or Legal Department, 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.
- 1.5. The provisions of this Code may be amended or waived by PCGPCC from time-to-time in PCGPCC’ sole discretion. Such amendment or waiver will be communicated to all employees.
- 1.6. This Code does not identify or set out every law, policy or procedure that may apply to you. You are responsible for informing yourself concerning laws and other PCGPCC policies and procedures that may apply to you as a result of your role with PCGPCC. This Code does not constitute legal advice.
- 1.7. To help you to understand and interpret this Code, a user-friendly guide to the Code titled “The PCGPCC CoBE Guide” will be made available. You may obtain a copy of that guide from your Head of Department or Human Resource Department. In the event of any conflict between that guide and this Code, this Code will always prevail.

2. Corporate Values and Culture

- 2.1. PCGPCC is committed to the highest standards of integrity, openness, and accountability in the conduct of its business and operations. PCGPCC seeks to conduct its affairs in an ethical, responsible and transparent manner.
- 2.2. As an employee of PCGPCC, you have a duty to serve PCGPCC with good faith, fidelity, diligence and integrity to achieve the highest standards of behaviour and ensuring that the actions are in full compliance with the following values. You are required to act in the best interests of PCGPCC and to refrain from engaging in conduct or activities which may adversely affect the best interests of PCGPCC. You are at all times required to:
 - maintain the highest degree of integrity,
 - 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 PCGPCC,
 - demonstrate mutually respect and cooperate to PCGPCC employees and stakeholders
 - comply with applicable laws, regulations and PCGPCC policies and procedures.

- 2.3. PCGPCC expects that, throughout your time of service as a PCGPCC employee, you will: -
- i. strive towards a high standard of professionalism;
 - ii. give your undivided loyalty and devotion to PCGPCC at all times and on all occasions;
 - iii. serve with honesty and integrity, goodwill and courtesy;
 - iv. display group cohesiveness based on oneness of purpose together with a caring attitude for the individual;
 - v. uphold the duty of care for the interests and reputation of PCGPCC;
 - vi. display a high sense of discipline, cooperativeness and diligence in carrying out your duties;
 - vii. act consistently to maintain PCGPCC' confidence and trust in you;
 - viii. promote creativity and new approaches in the course of carrying out your work; and
 - ix. comply with applicable laws, regulations and PCGPCC policies and procedures.

3. Definition

- 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 stepchildren and adopted children), parents, stepparents, siblings, stepsiblings, 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 PCGPCC including but not limited to executives, non-executives, secondees and individuals on direct hire.
- 3.5. The term “PCGPCC” means PCG PCC Oxyalkylates Malaysia Sdn. Bhd. (PCGPCC).

Part II: DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY

Part II A: Conflict of Interests

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 PCGPCC 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 fulfill his or her duties impartially and correctly. A conflict of interest can exist even if it results in no unethical or improper acts. 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 PCGPCC. You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of PCGPCC business. In particular, the use of PCGPCC office position, confidential information, assets and other PCGPCC resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.
- 1.2. The situations under which conflicts of interest may arise include, but are not limited to:
- a) 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 PCGPCC;

- b) when you are in a position to influence decisions that are to be made by PCGPCC with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/ household members, associates or friends; and
 - c) when you compete with or against PCGPCC.
- 1.3. In certain instances, a conflict of interest that has been fully disclosed to PCGPCC may be tolerated by PCGPCC. Any conflict situations should be cleared with Human Resource Department. A failure to disclose fully the nature and scope of the conflict of interest may result in disciplinary action against you.

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 PCGPCC;
 - b) privately held entities listed in PCGPCC'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 PCGPCC; or
 - c) publicly held entities in which you or a member of your family/ household holds a greater than 1% ownership interest and with respect to which you have the authority to make decisions in the course of your work at PCGPCC.
- 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 Human Resource Department in writing of the circumstances. You must then consult with PCGPCC concerning the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, PCGPCC may give such instructions to you as it deems appropriate,
- 2.3. Your failure to inform PCGPCC 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 PCGPCC will be deemed to be a conflict of interest for which appropriate disciplinary action may be taken against you.
- 2.4. Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally permitted by PCGPCC will not constitute violations of this Code.

3. Illustrative Examples 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 have an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities which are on PCGPCC's lists of registered contractors or which have contractual or supply arrangements with PCGPCC, and you are involved in any decision-making by PCGPCC relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with PCGPCC.
- 3.2 You will also be in a conflict-of-interest situation when you are involved or expect to be directly involved in the hiring, supervision, management, or career planning in respect of any of your relatives at PCGPCC.

- 3.3 When such a conflict-of-interest situation becomes known to you, unless otherwise instructed by PCGPCC, you will abstain from participating in any PCGPCC 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 your Human Resource Department promptly. Following such report, PCGPCC will give such instructions to you as it deems appropriate, which you must then comply with.
- 3.4 You may be asked to serve on the board of directors of another non-affiliated 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 a PCGPCC employee accepts a position as a board member outside of PCGPCC, he or she should always obtain approval from his or her Human Resource Department. In the case of affiliated organization, this should not constitute the violation of the code provided that the employee declares to PCGPCC. For the avoidance of doubt, any company belonging to PCC or Petronas Chemical Group of companies including any PETRONAS' group of companies shall be always considered as affiliated organizations.

4. Disclosure 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 PCGPCC without prior approval from PCGPCC, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving PCGPCC. Such prior approvals should be obtained through your Human Resource Department. Giving an outside party confidential PCGPCC information without appropriate authorisation in order to assist that party in securing PCGPCC business or for any other reason will be considered a violation of this restriction.

5. Personal transactions with PCGPCC' 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 immovable property or for the supply or purchase of any service from any of PCGPCC'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 PCGPCC. Nevertheless, transactions or dealings which are freely available to the general public do not constitute the violation of the Code.
- 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 PCGPCC management for the conduct of such transactions or dealings and must not proceed with them until such permission is obtained.
- 5.3. The granting of the aforesaid permission will be subject to you satisfying PCGPCC that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfilment of your obligation to PCGPCC.

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 proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of PCGPCC concerning its business and affairs. Business relationships with any contractors, consultants or any other business partners must be conducted in accordance with objective and commercial criteria exclusively. Personal interests shall not play any role.
- 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 PCGPCC' affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to PCGPCC' 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 PCGPCC' affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.
- 6.4. You should satisfy yourself concerning the status and integrity of any contractor, subcontractor, agent, consultant, representative or other person who you engage to act for or on behalf of PCGPCC or in relation to PCGPCC' affairs or business and confirm that the relevant party understands and accepts PCGPCC' policies prohibiting improper solicitation, bribery, and corruption. Contractors, sub-contractors, consultants, agents, representatives, and others must comply with such policies when performing work or services for or on behalf of PCGPCC.
- 6.5. Even the appearance of conduct prohibited by this Section 6, or any other measure that is unethical or that will negatively affect PCGPCC' reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance of Human Resource Department before acting.
- 6.6. If you receive a request for a bribe or if you are offered a bribe, you must report it to your Head of Department.
- 6.7. 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 PCGPCC 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.
- 7.2. 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 Commissions, 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 PCGPCC, 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 PCGPCC'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 PCGPCC, 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 PCGPCC.

10. Receiving Gifts and Entertainment

- 10.1. You are required to comply with the policies and procedures of Human Resource Department relating to the receipt of gifts and entertainment.
- 10.2. 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 your PCGPCC authority or otherwise to the detriment of PCGPCC.

11. Providing Gifts and Entertainment

- 11.1. You are required to comply with the policies and procedures of Human Resource Department relating to the giving of gifts and entertainment.
- 11.2. PCGPCC prohibits the giving of entertainment or gifts using PCGPCC resources that are illegal or unduly dangerous, or indecent, sexually oriented, or inconsistent with PCGPCC's commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of PCGPCC or to refrain from taking action adverse to PCGPCC. No gift of cash may be given. You should not pay for entertainment or a gift personally in order to avoid having to seek preapproval or to otherwise circumvent PCGPCC policies.

12. Public Officials

- 12.1. You are prohibited from offering gifts or entertainment other than in accordance with the policies and procedures of Human Resource Department 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.
- 12.3. You are prohibited from paying for travel and hospitality for any government official or his/her family/household members.
- 12.4. You must comply with local laws concerning lobbying in any jurisdiction in which PCGPCC engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from your Head of Department.
- 12.5. 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 in consultation with Legal Department.
- 12.6. Any agent, contractor, or other representative dealing with government officials on PCGPCC' behalf must be evaluated and must be informed of the provisions of this Code relating to restrictions on bribery and gifts to public officials.
- 12.7. 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 elsewhere in this Code, as well as with applicable laws concerning bribery and corruption.

13. Money Laundering and Counterparty Due Diligence

- 13.1. You must always remember that Money Laundering is strictly prohibited.
- 13.2. Money laundering is understood under this Code in particular as the smuggling – for example through exchange or transfer – of money or other assets originating directly or indirectly from criminal activity into the legitimate economy. Money laundering may also have taken place if the origin of the money or other assets is uncertain.

- 13.3. You must conduct appropriate counterparty due diligence to understand the business and background of PCGPCC' potential business counterparties and to determine the origin and destination of money, property, and services. You must report to your Head of Department suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery on your own. Your Head of Department, in consultation with management of PCGPCC, generally will be responsible for decisions in this regard.

14. Serious Pecuniary Indebtedness

- 14.1. For the purpose of this Section, the term "serious pecuniary indebtedness" means the state of an employee's indebtedness which, having regard to the amount of debt incurred by him/her has actually caused financial hardship to him/her. An employee will be deemed to be in serious pecuniary indebtedness where: -
- a) he/she is a judgment debtor, for as long as the judgment sum remains unsettled; or
 - b) he/she is a bankrupt or an insolvent wage earner, for as long as he/she remains as a bankrupt or for as long as any judgment sum against him/her in favour of the Official Assignee remains unsatisfied, as the case may be.
- 14.2. Serious pecuniary indebtedness from whatever cause will be regarded as necessarily impairing the efficiency and effectiveness of an employee.
- 14.3. An employee will avoid habitual indebtedness unless he/she proves that such indebtedness or insolvency is the result of circumstances beyond his/her control and does not result from extravagances or dissipation.
- 14.4. An employee will be required to disclose the full extent of his/her serious pecuniary indebtedness to PCGPCC at the earliest opportunity when such indebtedness is known to him/her.
- 14.5. An employee who obtains an annulment of his/her bankruptcy may be treated as having fully restored his/her credit standing.

15. Living Beyond Official Emoluments and Legitimate Private Means

- 15.1. Where in the opinion of PCGPCC an employee is or appears to be: -
- a) maintaining a standard of living which is beyond his/her official emoluments and other legitimate private means, if any; or
 - b) in control of or in possession of pecuniary resources or property, movable or immovable, the value of which is disproportionate to, or which could not reasonably be expected to have been acquired by the employee with his/her official emoluments and any legitimate private means.

Subject to the requirements of applicable law, PCGPCC may call upon the employee to explain in writing how he/ she is able to maintain the said standard of living or how he/she acquired his/her pecuniary resources or property and also may be required to make declaration of his/her assets which may include assets belonging to his/her family/household. Such declarations as aforesaid should be made to your Human Resource Department.

- 15.2. Failure to make the asset declaration as required under Section 3.1 is viewed by PCGPCC as a lack of commitment on the part of the employee to uphold PCGPCC's policy on maintaining the highest standard of integrity, openness, and transparency.

- 15.3. For the purpose of this Section, “assets” includes property of any description, whether movable or immovable, as may be prescribed by PCGPCC from time-to-time.

In respect of immovable property, assets include:

- i. land, including land occupied under temporary occupation licence;
- ii. all types of residence such as houses, flats, apartments and condominiums; and
- iii. building, including a shop or portion of a shop, office space or stall.

In respect of movable property, assets include:-

- i. any form of cash wherever deposited or retained;
- ii. shares, stocks, debentures, bonds or other security;
- iii. any form of trade, business or commercial licence permits; and
- iv. any other movable property, including all types of motor vehicles, jewellery, club memberships, household furniture and sports equipment.

Part II C: National and International Trade

16. Antitrust/Competition Law

- 16.1 You must ensure all actions towards business partners (e.g., customers and suppliers), competitors and governmental authorities reflect fair, proper business practices inclusive of but not limited to price rigging, minimum prices or allocation of customers and in compliance with the laws and regulations governing free and fair competition and any monopolies at all times.
- 16.2 You must fully comply with regulations relating to cartel law and competition laws of every country in which PCGPCC operates.
- 16.3 It is PCGPCC policy that an employee participating in the violation of competition rules will be penalized for any misconduct. Any behavior even suggestive of illegal anticompetitive activity is against the company policy and any employee engaging in such conduct should expect to face disciplinary action.

17 Export and Import Controls, International Boycotts and Economic Sanctions Programs

- 17.1 You need to familiarize with the potential impact of export control laws and economic sanctions programs before transferring goods, technology, software, or services across national borders by whatever means.
- 17.2 You must observe all relevant trade-control regulations whenever goods/services are purchased, manufactured, or put onto the market or whenever technologies are transferred or received.
- 17.3 You must not bring restricted goods into a country without declaring them and must not import prohibited goods. All import requirements must be met when bringing goods or services into a country, ensuring duties, levies and taxes are paid and proper documentation is presented.
- 17.4 You must not agree or participate in boycotts of customers, suppliers or jurisdictions and should report any request to participate to the Head of Department.

- 17.5 In the business dealings, an employee must be aware of countries, organizations and persons sanctioned under laws applicable. All staff shall follow PCGPCC internal policies and procedures on countries, organizations and persons sanctioned under applicable laws which may be amended from time to time and in the case of any doubts is advised to consult the Head of Department or Legal Department concerning any questions or uncertainties.

Part II D: Assets / Company Property

18 Responsibility for Company Properties

- 18.1 Possession of given Company Properties are to be used only for the interest of businesses of PCGPCC. The term "Company Properties" includes but is not limited to trade and business secrets, assets, facilities, resources, or records as well as other technical installations, equipment, systems, vehicles, or devices.
- 18.2 You must further take all necessary steps to prevent theft, loss, damage to, or misuse. Company Properties shall not be used for personal purposes.
- 18.3 You may be liable for any loss of or damage arising from your willful misconduct and/or any kind of your negligence, including but not limited to gross negligence, or as a result of action taken without PCGPCC approval. Financial loss suffered by PCGPCC may be recovered from you. PCGPCC may take action against you against any loss of or damage on Company Properties.
- 18.4 You must comply with all PCGPCC internal policies and procedures concerning the preparation, maintenance, safekeeping, and disposal of the Company Properties.

Part II E: Financial Integrity

19 Internal Controls and Procedures

- 19.1 PCGPCC attaches the greatest importance to complete, accurate, timely, detailed, and comprehensible financial statements and the corresponding financial reporting and communication. All employees in PCGPCC are, within the context of their work tasks, responsible for ensuring that effective procedures and internal controls for financial reporting and the publication of information that is subject to the duty of disclosure are in place and adhered to.
- 19.2 You must comply with all policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of PCGPCC books and records and financial reporting. In this regard, you must not, for example: -
- a) hide, alter, destroy or otherwise modify PCGPCC records or documents other than in accordance with established, ordinary course procedures;
 - 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 PCGPCC's controls, policies, or procedures;
 - d) fail to cooperate fully and truthfully with internal and external audits authorized by PCGPCC; or
 - e) engage in any scheme to defraud anyone of money, property, or honest services.
- 19.3 You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance, and disposal of PCGPCC financial books and records.

Part II F: Confidentiality Obligations/Intellectual Property/Public Communications

20 Confidentiality Obligations

- 20.1 “Confidential Information” is understood in this Code as the business affairs and records of PCGPCC and/or its Affiliates, including but not limited to business, technical, financial, legal, personnel and contractual information, materials, records and documents comprising telegrams, facsimile, e-mails, letters, maps, reports, drawings, calculations, specifications, samples, formulae, processes, manufacturing methods, forms, licenses, agreements or other documents or computer software or files or information of whatever nature in whatever form. Such Confidential Information is strictly and absolutely private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside PCGPCC, except by and to the persons authorised by PCGPCC. All necessary precautions are to be taken by you with respect to the confidentiality of such Confidential Information. Confidential Information and business documents must be appropriately protected against access by third parties and co-workers who are not party to said information and documents.
- 20.2 “Affiliates” are understood hereunder as any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity which is, directly or indirectly, controlled by, controlling or under the same control as PCGPCC whereby for the purposes of this definition “control” means power to direct management and policies of relevant Affiliates whether through ownership of voting capital, by contract or otherwise. The term "Affiliates" shall also include any entity which is, directly or indirectly, under the control of a shareholder of PCGPCC.
- 20.3 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 attention during your employment or engagement under any previous contract of service with PCGPCC and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such Confidential Information secret.
- 20.4 Except so far as it may be necessary for the purpose of performing your duties you may not, without the consent of PCGPCC, retain or make originals or copies of such Confidential Information or notices thereof, nor retain samples of specimens in which PCGPCC 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, you will deliver forthwith the same on or before the date of cessation of your employment/ engagement to PCGPCC without being asked, except if consent to retain them has been given to you by PCGPCC.
- 20.5 In the course of your relationship with PCGPCC, you may have established contacts and relationships with PCGPCC’s vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with PCGPCC, or for a period of two years after the cessation of your relationship with PCGPCC (or for whatever other period of time as may be specified in the terms of your engagement), whether by resignation or otherwise, make use of business opportunities arising from your relationship with PCGPCC or cause or attempt to cause the diversion of such business opportunity from being exploited by PCGPCC or cause or attempt to cause the termination of contracts, agencies or other business relationships of PCGPCC without first obtaining the prior consent of PCGPCC.
- 20.6 You will not at any time, after the cessation of your tenure with PCGPCC, whether by resignation or otherwise, use Confidential Information in breach of your post-tenure obligations to keep such Confidential Information strictly confidential.
- 20.7 While PCGPCC may hire persons who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of PCGPCC employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

21 Data Protection

You must comply with PCGPCC policies and applicable laws concerning the protection of personal privacy, including the protection of personal data. In the case of any discrepancies between PCGPCC policies and applicable law you will always follow the requirements of law.

22 Insider Dealing

- 20.1. You must protect the confidential business information of PCGPCC 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.
- 20.2. You are required to abide by all applicable laws on insider dealing, which generally is applicable when you trade in shares or other securities while 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.
- 20.3. You are also required to abide by all applicable laws on securities market abuse, which involves, amongst others, spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

23. Inventions and Computer Programmes

- 23.1 PCGPCC encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to PCGPCC.
- 23.2 Subject to the requirements of applicable law, the ownership of inventions, computer programmes or results of technological research made by you or to which you have contributed whilst working for PCGPCC or in the course of discharging your duties or employing PCGPCC resources, data and/or time, will be vested with PCGPCC. Nevertheless, subject to the requirements of applicable law, PCGPCC may reward you as it may deem appropriate, in its discretion unless such reward is mandatory as per applicable law when you will be rewarded as per the said regulations.
- 23.3 Further to Section 21.2 above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such inventions, computer programmes or results of technological research.
- 23.4 You may not, without the written consent of PCGPCC, disclose such inventions, computer programmes or results of technological research or any information relating thereto to any person whomsoever except to PCGPCC and its duly authorised agents.
- 23.5 Without prejudice to its rights under this Section, PCGPCC is prepared, in special cases, to consider requests from you for permission to publish original papers, in an appropriate form, whenever in the opinion of PCGPCC the subject matter thereof is considered to be of benefit to the community and its disclosure will not be disadvantageous to PCGPCC.
- 23.6 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.
- 23.7 Further, the term “computer programmes” includes any computer programmes, softwares, scripts, or other computer instructions that relate to any business and processes of PCGPCC.

24. Intellectual Property

- 24.1 You must comply with all laws, regulations, and contractual obligations regarding the valid intellectual property rights (“Intellectual Property Rights”) of other parties, including patents, inventions, copyrights, trade and/or business secrets and other proprietary information (including but not limited to know-how). You may not knowingly infringe on the protected Intellectual Property Rights of other parties.
- 24.2 Inventions, patents, trademarks, knowledge, trade and/or business secrets and other intellectual property belonging to PCGPCC are of particular importance for ensuring the company’s long-term success. PCGPCC’s intellectual property must therefore be protected as fully as possible.

25. Publication of Materials

- 25.1 Except with the prior written permission of PCGPCC, you will not publish or write any books or other works which are based on PCGPCC’ confidential information as described in Section 18.1.
- 25.2 If permission is granted and the publication is approved by PCGPCC, it will be subject to the following conditions:
- a) the proposed publication will not be published in such a way as to state or imply that it has received official support or backing or sponsorship from PCGPCC; and
 - b) the proposed publication will not, under any circumstances, bear the words “PCGPCC approved publication” or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by PCGPCC.
- 25.3 Certain categories of employees (e.g., certain engineers and technologists) in the PCGPCC specialist programme (if applicable) may not be subject to the conditions described in Section 22.2, but permission for the publication of books, articles, journals, presentation material or other works based on PCGPCC’ confidential information is still required to be obtained from their relevant Head of Department.

26 Making of Public Statements

- 26.1 Irrespective of whether in your personal or official capacity, you will not either orally or in writing or in any form (including on social media websites) make or circulate any public statement on the policies or decisions of PCGPCC or discuss publicly any measure taken by PCGPCC or any official matter taken or carried out by you related to your relationship with PCGPCC or PCGPCC business, unless you are duly appointed or authorised to make such statement on behalf of PCGPCC.
- 26.2 You will not, either orally or in writing or in any other form (unless you are appointed or authorised as aforesaid), make any public statement or comment on any matter relating to the work of the department or organisation in which you are or were employed, or relating to any organisation with which PCGPCC has dealings: -
- a) where such statement or comment may reasonably be regarded as indicative of the policy of PCGPCC; or
 - b) where such statement or comment may embarrass or is likely to embarrass PCGPCC; or
 - c) where such statement or comment may compromise the interests and reputation of PCGPCC.

- 26.3 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, blogs, paper documents, facsimile, voice, and voicemail recordings.

27 Giving of Reference

Save as required in the course of normal business, you may only give reference in a non-PCGPCC capacity, and no use will be made of PCGPCC’ name or stationery with PCGPCC’ logo or any corporate identifier. Where a reference is provided on a non-PCGPCC basis, you are obliged to inform the party who seeks your reference that your reference is given strictly in that non-PCGPCC capacity.

28 Social Media/ Information Technology and System

- 28.1 You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using PCGPCC 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 PCGPCC management.
- 28.2 You must not upload, download, send or otherwise access material that is likely to cause annoyance, inconvenience, or offense to your colleagues, including inappropriate jokes.
- 28.3 The PCGPCC IT and communications systems are to be used for PCGPCC work and business purposes only.
- 28.4 You must not send personal e-mails using PCGPCC e-stationery or displaying PCGPCC headers or footers, or otherwise suggesting that such communications are authorised by PCGPCC.
- 28.5 You must not use personal e-mail addresses and services to send or receive PCGPCC confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.
- 28.6 You must not disable or circumvent PCGPCC IT security measures.
- 28.7 When using PCGPCC IT and communications systems, conducting PCGPCC’ business or acting for PCGPCC’ benefit, you must not derogate 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.
- 28.8 You may not forge or attempt to forge e-mail messages.
- 28.9 You should not send or forward unsolicited e-mail messages.
- 28.10 You must avoid sending confidential information via electronic messaging (e.g., SMS) or other unsecure messaging channels, and, if this is unavoidable, the information must be secured (e.g., with encryption, password).
- 28.11 The installation of third-party software in or connection of hardware to PCGPCC IT systems or equipment without the prior approval of your Head of Department is prohibited.
- 28.12 You must not employ PCGPCC 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 private non-PCGPCC commercial purposes;
 - e) commit "cybercrimes", such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses;
 - f) send malicious rumours or transmit abusive or indecent materials;
 - g) or otherwise engage in activities that could damage PCGPCC's business or reputation.
- 28.13 If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation or availability of PCGPCC hardware, systems or data, or any disclosure of confidential information, you must immediately contact IT department or Head of your Department. System users are not allowed to attempt to prove a security weakness by engaging in unauthorised activity.
- 28.14 You must use PCGPCC IT and communications systems in a responsible and professional manner consistent with this Code and other PCGPCC IT policies and procedures in effect from time-to-time, including if applicable PCGPCC Information Security Policy, which sets out more detailed and comprehensive guidelines for the preservation of information security and the use of the systems, and any relevant social media policies.

29 Information Security

You must comply with PCGPCC Information Security Policy amended from time-to-time.

Part II G: Conduct Contrary to Duty to Serve Diligently

30 Outside Employment or Business Activities

- 30.1 You as a PCGPCC employee may not take up other employment or business activity, whether part-time or full-time, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission of PCGPCC. However, this section 28 shall not apply to the Directors of PCGPCC.
- 30.2 If you are already engaged in any other employment or business activity or involved, either directly or indirectly, in the management or business activities of any other company, firm, corporation, you should come forward and disclose your activity to PCGPCC through the Head of Department or the Human Resource Department.

31 Public Service, Recreational, Sports, Union, and Community Activities

- 31.1 PCGPCC encourages its employees to participate in unpaid voluntary public service, recreational activities, sports, and other community activities outside working hours, without interfering with duties and responsibilities during normal working hours.
- 31.2 If you are invited to serve on local bodies, or as an appointed or elected club official, you need to notify your Head of Department immediately upon being appointed and must be able to balance the outside activities in such a way that your full-time employment/ company duties are not compromised.
- 31.3 Charitable donations of (or employing) PCGPCC resources must be pre-approved by PCGPCC Board of Directors and may not be used to circumvent or avoid any of the provisions of this Code (particularly the prohibitions on bribery).

32 Political Activities

- 32.1 In order not to compromise the interests of PCGPCC, employees who wish to stand for State, Federal elections are required to resign from the company.
- 32.2 You must not use the position with PCGPCC to influence any other person to make political contributions or to support politicians or their parties.
- 32.3 PCGPCC facilities, equipment and resources may not be used for any political campaigns or party functions.

33 Prohibition of Action as Editor of Newspapers or Any Form of Publication

- 33.1 An employee during their relationship with PCGPCC will not act as the editor or take part directly or indirectly in the management of any publication, including newspapers, magazines or journals, advertisement, or broadcasting except for the following: -
- a) department or staff publications;
 - b) professional publications;
 - c) publications of non-political or voluntary organisations; and
 - d) Publications inclusive of social media on his personal and not-professional capacity only provided always that any such publications may not interfere nor harm PCGPCC in any kind, including especially PCGPCC image.
- 33.2 Employee may be allowed to contribute literary or academic articles (for example newspapers, magazines or journals) with prior written permission from PCGPCC.

34 Participation in the Media

Subject to participation on his personal and not-professional capacity only and provided always that any such participation may neither interfere nor harm PCGPCC in any kind, including especially PCGPCC image, an employee may not participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, without prior written consent from PCGPCC.

Part II H: Disclosure Duties

35 Your Duty to Report Breaches and Violations

- 35.1 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 PCGPCC policies or procedures or applicable law, whether deliberately or through inadvertence, you shall forthwith report the same, in writing, to your Head of Department or your Human Resource Department.
- 35.2 If you make a report or disclosure as stated above in good faith, belief, without malicious intent, that a breach or violation as 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 retaliation 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 retaliation 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.

- 35.3 The provisions of this Section 33 are not intended to invalidate grievance procedures and/or disciplinary action processes and procedures at your group company and are subject to the procedures and restrictions in force for your jurisdiction.

36 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 PCGPCC.

Part III: Workplace Culture and Environment

37 Significance of Safe, Secure and Conducive Workplace Environment

PCGPCC is committed to providing 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.

38 Unlawful Discrimination

- 38.1 PCGPCC will not tolerate unlawful discrimination in the workplace or on the job.
- 38.2 You will always comply with the applicable laws that prohibit workplace discrimination.

39 Sustainable Development

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

40 Dress Code

All employees should wear smart, neat, and professional looking attire during working hours. All employees should comply with more specific rules concerning attire which may be established by PCGPCC and varied from time to time for the workplace. The Everyday Smart Casual Attire is the attire that the employees are trusted to dress neatly and appropriately for the respective working environment and occasion. During formal business meetings and occasions, employees are reminded to dress formally. Other attire mentioned in the specified in guidelines may be worn if it is the requirement of the job and the said attire is approved by Head of Department.

40.1 Male Employees

- a) All male employees are allowed to wear long/short sleeves collared shirts and plain collared t-shirts. PETRONAS and PCC collared t-shirts are allowed. Round neck & V neck t-shirt is not allowed.
- b) Male employees are not required to wear neck ties to work except when required to do so for official business meeting and/or functions.
- c) Footwear must be appropriate and suitable. Sneakers, sport shoes and loafers are allowed. Slippers, flat sandals, slip-ons, thongs, flip-flops, rubber boots or clogs are not allowed, and exemption only given to those with medical reasons.

- d) For employees who are subjected to the PPE, it is a requirement for them to wear the PPE & footwear as provided for & designated by PCGPCC at all times.
- e) Jeans, khakis and chino pants are allowed, provided its is not ripped, distressed or faded.
- f) Hair should be neat, smart and looks professionally. The length should be above the collar.
- g) Baju Melayu attire is also allowed provided it is complete with '*samping*' and '*songkok*'.

40.2 Female Employees

- a) Female employee will wear attire which is appropriate and suitable for an office working environment.
- b) Plain collared t-shirts are allowed. PETRONAS & PCC t-shirts are allowed. Round neck & V neck t shirt is not allowed.
- c) Skirts are allowed, provided the length of the skirt must be below the knee.
- d) Jeans, khakis and chino pants are allowed, provided it is not ripped, distressed, or faded.
- e) Footwear must be appropriate and suitable. Sneakers, sport shoes and loafers are allowed. Slippers, flat sandals, slip-ons, thongs, flip-flops, rubber boots or clogs are not allowed, and exemption only given to those with medical reasons, which includes pregnancy.
- f) For employees who are subjected to the PPE, it is a requirement for them to wear the PPE & footwear as provided for & designated by the Company at all times. Employees wearing scarf (tudung) is neatly tucked in the uniforms as part of the safety procedure.

40.3 Cross-dressing is not allowed.

40.4 Dress Code for Official Function

In the event of official meetings/functions with government agencies, employees must adhere to the dress code requirement of the functions or meetings. When meeting with external parties, employees are to ensure that they are dressed formally for the meeting.

40.5 Other forms of Attire

Other attire mentioned in the specified guidelines (if applicable) may be worn if it is the requirement of the job and the said attire is approved by the Head of Department. Employees are responsible to choose the appropriate attire to portray positive Corporate Company's image.

40.6 For the Purpose of this Section:

- a) "Cross-dressing" means when a male employee dresses or makes himself up as a female or when a female employee dresses or makes up herself as a male.
- b) "Neat and appropriate attire" means decent, suitable, smart, and professional attire.

40.7 For the purpose of this guideline, “provocative or improper attire” means inappropriate and Unsuitable office attire which are not allow. This includes:

Top

- attire with offensive language, large symbols or graphic, inappropriate or competitor logo
- sleeveless attire
- body-hugging attire
- transparent attire
- attire with low cut collar, necklines or bareback

Pants

- Skinny (tight fitting) or legging pants
- three quarter length pants
- ripped, distressed, or faded pants or jeans
- exercise pants
- track bottom
- all types of short, any spandex or form fitting pants

Skirts/sarongs

- short skirts, length is above the knee
- tight skirts
- high slit skirts or sarongs that reveal the thighs

Footwear

- torn or dirty footwear

41 Sexual Harassment

41.1 The promotion of the physical, emotional and psychological well-being of employee is an important objective of PCGPCC. In this regard, PCGPCC is committed to providing conducive working environment where your right to protection from all forms of sexual harassment and unsolicited or unwarranted sexual overtures and advances is accorded due recognition.

41.2 The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct.

41.3 For the purpose of this Section, “sexual harassment” means:-

Any unwelcomed conduct of a sexual in 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.

41.4 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.

42 Non-Business Workplace Relationship

- 42.1 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 PCGPCC. These relationships create a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of PCGPCC. Under the circumstances, such relationships are discouraged. Your terms of employment may impose additional requirements with respect to workplace relationships.
- 42.2 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 judgement. Accordingly, as a PCGPCC employee or director, you may not supervise, directly or indirectly, any employee with whom you have such a relationship without written permission from your Human Resource Department (or, in the case of directors, the relevant company secretary).

43 Occupational Health, Safety and Environment

- 43.1 PCGPCC is committed to providing a safe and healthy workplace for all employees working at its facilities and minimizing the impact of its operations on the environment.
- 43.2 Every PCGPCC employee must diligently comply with all HSE requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by PCGPCC as amended and updated from time-to-time and all applicable laws and regulations.
- 43.3 PCGPCC endeavours to minimize the consumption of raw materials and energy in its production process and is continually engaged with assessing and improving its work methods, production processes and products, thereby ensuring that they are safe for and acceptable to employees, customers, the public and other stakeholders.

44 Substance Misuse (Drug and Alcohol Abuse)

- 44.1 The use of substance 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 PCGPCC's policy that: the unauthorized consumption, possession, distribution and/or purchase or sale of any substance of misuse, all of these within PCGPCC's premises or while conducting its businesses or being under the influence of any such substance while working is prohibited. In this respect, all persons covered by this Code must diligently pay attention to and comply, if applicable, with the policies and procedures on substance misuse issued by PCGPCC as amended and updated from time-to-time. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prompt declaration to PCGPCC management or Head of Department.
- 44.2 To ensure adherence to this policy, PCGPCC 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 unauthorized 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 the local laws in the jurisdiction of operation, employees are required to consent to testing and searches conducted by any persons or laboratory authorised by PCGPCC by signing relevant documents issued by PCGPCC.

Further, employees who undergo such testing must give consent to the release of the results to PCGPCC.

44.3 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.

44.4 PCGPCC contractors and subcontractors are required to demonstrate that substance misuse control programmes are part of their HSE management to ensure that substance misuse among their employees is adequately controlled and meets PCGPCC standards.

45 Borrowing Money

45.1 Subject to 9.2, you will not, under any circumstances, borrow money from your subordinate or from PCGPCC contractors, subcontractors, consultants, or suppliers including their staff.

45.2 As soon as you become aware that the lender is one of your contractors, subcontractors, consultants, or suppliers including their staff, it is your duty to declare this promptly to PCGPCC.

45.3 You may borrow from banks, insurance companies, co-operative societies or borrowing companies licensed under the Malaysian Borrowing Companies Act, 1969 or licensed under foreign respective banking regulations or incur debt through acquiring goods by means of hire purchase agreements or other arrangements, provided that:

- a) such banks, insurance companies, co-operative societies or borrowing companies from which you borrow are not directly or indirectly subject to your official authority;
- b) such borrowings do not lead to public scandal or be subject to construal that you have abused your position for your private advantage; or
- c) the aggregate of your debts does not or is not likely to cause you serious pecuniary indebtedness.

45.4 You may not borrow from any other person engaged in the business of money lending.

46 Absence Without Leave or Without Reasonable Cause

46.1 An employee who is absent will, at the earliest opportunity, inform the officer of PCGPCC to whom he/she reports of his/her absence and the cause for his/her absence.

46.2 Where the absence without leaves and without reasonable excuse is for more than two (2) consecutive working days, the employee will be deemed to have breached his/her contract of service with PCGPCC.

46.3 Where an employee is absent for more than two (2) consecutive working days without reasonable excuse, as soon as possible thereafter a registered letter will be sent to the employee’s last known address requiring him/ her to provide explanation for his/her absence or any other reasonable attempt to contact the employee will be made. Upon a lapse of seven (7) days after an attempt to contact with an employee has been made, if nothing is heard of him/her or no satisfactory explanation is given by him/her, then the said employee is deemed to have broken his/her contract of service and in such circumstances PCGPCC will have the right to terminate his/her service without notice. In addition, PCGPCC will be entitled to recover from the former employee concerned all sums due from the employee to PCGPCC.

Part IV: Discipline, Disciplinary Process and Sanctions

47 Importance of Good Conduct and Discipline

- 47.1 The maintenance of discipline, good conduct and appropriateness amongst the employees of PCGPCC is critical to the smooth running of its business or enterprise and is for the common good of PCGPCC and its employees.
- 47.2 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 PCGPCC 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 PCGPCC.
- 47.3 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 PCGPCC 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 PCGPCC’s property;
 - viii. negligence, neglect or dereliction of duty;
 - ix. sleeping while on duty;
 - x. deliberate damage to PCGPCC’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 PCGPCC;
 - xviii. non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of PCGPCC;
 - 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 PCGPCC, without the permission of PCGPCC;
- xxi. any act which could adversely affect the image or reputation of PCGPCC;
- xxii. misuse of PCGPCC'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 applicable laws concerning the protection of the privacy of personal data of PCGPCC employees;
- xxiv. taking retaliatory actions against persons in situations where they are protected by the PCGPCC Whistleblowing Policy (if applicable);
- 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;
- xxvii. taking measures in circumvention of the policies and prohibitions set out in this Code;
- xxviii. failing to observe all laws and regulations applicable to PCGPCC's business and operations;
- xxix. failing to comply with PCGPCC established rules and procedures, including but not limited to the limits of authority (LOAs); and
- xxx. conviction of criminal court.

47.4 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 minimize the meaning of misconduct as set out in Section 1.2 of Part IV above.

47.5 Without limitation upon the foregoing, a person covered by this Code will strictly:

- a) observe all statutory laws and regulations applicable to PCGPCC's business and operations; and
- b) comply with PCGPCC established rules and procedures, including but not limited to limits of authority (LOAs).

47.6 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.

48. Disciplinary Process and Sanctions

48.1 Disciplinary Process

Where the circumstances warrant, PCGPCC may suspend an employee on full or half pay pending the investigation and/ or inquiry into alleged acts of misconduct committed by the employee. If the investigations reveal concrete and cogent evidence in support of the alleged misconduct, PCGPCC may institute disciplinary action against the said employee.

48.2 Disciplinary Punishments

The Punishing Authority may after due inquiry impose any or a combination of the following punishments against the employee:

- i. written warning;
- ii. suspension with or without pay for a period to be determined by the Punishing Authority;
- iii. withholding the employee's increment for a period to be determined by the Punishing Authority;
- iv. no increment to the employee's salary for a period to be determined by the Punishing Authority;
- v. non-payment of bonus or ex-gratia;
- vi. downgrading or demoting the employee;
- vii. any other types of punishment as the Punishing Authority deems fit;
- viii. dismissal.

48.3 Punishing Procedure

For the purpose of this part, "Punishing Authority" shall refer to the officer of PCGPCC who has been given the authority to mete out punishment against an employee as provided by the Human Resource Management Limits of Authority.

48.4 Appeal Procedure

The Appeal Authority is to consider the grounds of appeal set out in the letter of appeal and is required to conclude whether to dismiss the appeal or to allow the appeal by either:

- a) reversing the finding of guilt; or
- b) reducing the punishment.

The Appeal Authority shall consider the appeal on the basis of the written submissions by the aggrieved employee and also after considering the report of the Domestic Inquiry and the grounds for the decision was made by the panel of the Domestic Inquiry.

For the purpose of this Section, "Appeal Authority" shall refer to the officer of PCGPCC who has been given the authority to consider and decide on appeal as provided by the Human Resource Management Limits of Authority.