



PETRONAS

PETRONAS

Code of Conduct and Business Ethics

Country Supplement:
MEXICO

The PETRONAS Code of Conduct and Business Ethics Country Supplement: Mexico is a specific reference for use in Mexico. It does not describe all applicable laws or PETRONAS policies, or give full details on any particular law or policy. It does not constitute legal advice. It does not constitute or create a contract of employment. PETRONAS reserves the right to modify, revise, cancel or waive any policy, procedure or condition without notice and without revision of the PETRONAS Code of Conduct and Business Ethics. Moreover, the provisions of the Code of Conduct and Business Ethics may be modified by PETRONAS to adapt them to local laws and conditions.

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Country Supplement:

Mexico

A - Variations to the PETRONAS Code of Conduct and Business Ethics

Part I: Core Values and Culture

1. Application

- 1.1** The PETRONAS Code of Conduct and Business Ethics (the “**Code**” or “**CoBE**”), the PETRONAS Code of Conduct and Business Ethics Country Supplement for Mexico (“**Country Supplement**”) and the PETRONAS Code of Conduct and Business Ethics Guide (“**CoBE Guide**”) are applicable to PETRONAS group companies in Mexico. Unless otherwise expressly stated, this Country Supplement is intended to supplement and be read in conjunction with the CoBE and the CoBE Guide.

- 1.2** The CoBE, Country Supplement and CoBE Guide (collectively “**CoBE Documents**”) are applicable to those employed by PETRONAS in Mexico, as well as to every director (executive and non-executive) for those companies, third party contractors, sub-contractors, consultants, agents, representatives and other service providers performing work or services on behalf of PETRONAS (collectively “**Covered Person**” or “**Covered Persons**”) respectively in Mexico.

- 1.3** Each Covered Person is expected to read, understand and become familiar with the CoBE (as supplemented by this Country Supplement) and, in particular, to comply with it in the relevant parts. Any possible violation of the terms of the CoBE Documents shall be reported in accordance with the procedures described in Part I paragraph 1.3 and Part IHH Section 32 of the CoBE.

1.4 Part I paragraph 1.4 of the CoBE shall in Mexico be deleted and replaced with the following:

“The CoBE (as supplemented by this Country Supplement) is prepared in both English and Spanish and may appear in other languages. In the event of any conflict, the Spanish version will govern.”

1.5 For all those employed by PETRONAS in Mexico the compliance with the CoBE (as supplemented by this Country Supplement) or any provision thereof form an integral part of your obligations under your contract of employment. Any employee who does not comply with the CoBE (as supplemented by this Country Supplement), the Internal Work Regulations and/or company policies and procedures shall be considered to be in infringement of his or her employment duties. Failure to comply with it may result in disciplinary actions or termination of contract as per the Internal Work Regulations, subject to applicable laws in Mexico.

1.6 This Country Supplement shall be effective on such date as approved by the Board of Directors/CEO of your OPU, in accordance with respective OPU's Limits of Authority.

1.7 Covered Persons performing work or services for or on behalf of PETRONAS group companies, such as third party contractors, sub-contractors, consultants, agents, representatives and other service providers, will comply with the relevant parts of the CoBE Documents when performing such work or services. Failure by them to comply with the principles and standards set out in the CoBE Documents may result in the termination of the Covered Person's relationship with PETRONAS and other adverse consequences.

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- 1.8** The CoBE Documents neither constitute, nor should be construed to constitute, a contract of employment or a guarantee of continued employment; also it shall not be construed as a substitution of employer.
- 1.9** PETRONAS reserves the right to modify, revise, cancel or waive the provisions of the CoBE and this Country Supplement from time to time at PETRONAS' sole discretion.
- 1.10** In the event of a conflict between the CoBE (as supplemented by this Country Supplement) and your contract of employment, letter of appointment, statement of work or equivalent document, your contract of employment, letter of appointment, statement of work or equivalent document shall govern.

2. Corporate Values and Culture

2.1 Part I paragraph 2.3 of the CoBE shall in Mexico be amended as follows:

“PETRONAS expects that, throughout your time of service as a PETRONAS employee, you will, in accordance with applicable laws in Mexico:

- a) strive towards a high standard of professionalism.
- b) always give your undivided loyalty and devotion to PETRONAS and on all occasions.
- c) serve with honesty and integrity, goodwill, and courtesy.
- d) display group cohesiveness based on oneness of purpose together with a caring attitude for individual.
- e) uphold the duty of care for the interests and reputation of PETRONAS.
- f) display a high sense of discipline, cooperativeness, and diligence in carrying out your duties.
- g) act consistently to maintain PETRONAS’ confidence and trust in you.
- h) promote creativity and new approaches in the course of carrying out your work.
- i) comply with applicable laws, regulations and PETRONAS policies and procedures.”

3. Definitions

3.1 Part 1 paragraph 3.3 of the CoBE shall in Mexico be deleted and replaced with the following:

“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, as well as other persons who are members of your household.”

Part II: Duties of Good Faith, Fidelity, Diligence and Integrity

Part IIA: Conflict of Interest

1. Duty Regarding Avoidance of Conflict of Interest

- 1.1** Part IIA paragraph 1.3 of the CoBE shall in Mexico be deleted and replaced with the following:

“Any instances of conflict must be endorsed by the HoD in consultation with the HR Department, the relevant company secretary (in the case of directors) or your PETRONAS contact person. Failure to fully disclose the nature and scope of the conflict of interest as soon as you are aware, may result in disciplinary action or consequence management being taken against you, whether or not such potential or actual conflict results in tangible or intangible damage to PETRONAS, subject to your Internal Work Regulations and applicable laws in Mexico.”

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

2.1 Part IIA paragraph 2.2 of the CoBE shall in Mexico be deleted and replaced with the following:

“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 shall be under a duty, as soon as you become aware of the situation, to disclose to the HoD, HR Department, the relevant company secretary (in the case of directors) or your PETRONAS contact person, in writing of the circumstances. Any conflict of interest must be endorsed by the HoD, in consultation with the HR Department, the relevant company secretary (in the case of directors) or your PETRONAS contact person and such consultation shall include suggestions and/or recommendations on the most appropriate way of preventing or overcoming the conflict of interest.

Your failure to inform PETRONAS 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 PETRONAS will be deemed to be in position of conflict for which appropriate disciplinary action may be taken against you, subject to your Internal Work Regulations and applicable laws in Mexico.”

3. Conflict of Interest that Arises When You are a Party to Decision Making

3.1 Part IIA paragraph 3.4 of the CoBE shall in Mexico be deleted and replaced with the following:

“You may be asked to serve on the board of directors of another organisation 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 PETRONAS employee accepts a position as a board member outside of PETRONAS, he or she should always consult his or her HoD in order to assess any potential conflict of interest. In the event of an actual or potential conflict of interest, PETRONAS may give such instructions to you as it deems appropriate, which may include requiring you to refrain from accepting the directorship.”

Part IIB: Fighting Corruption and Unethical Practices

1. Receiving and Giving Facilitation Payments

- 1.1** In addition to Part IIB paragraph 7.1 and 7.2 of the CoBE, the following provision shall apply in Mexico:

“7.3

You are prohibited from, directly or indirectly, giving or promising to give any facilitation payments to any governmental authorities.”

2. Accounting for Secret Profits or Gains

- 2.1** Part IIB Section 9 of the CoBE shall in Mexico be deleted and replaced with the following:

“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 in or acting with authority on behalf of PETRONAS, must immediately disclose such receipt and he/she shall be liable to render an account of the same including the value of noncash items to the HoD (for employees of PETRONAS) or his/her PETRONAS contact person (for non-employees, e.g.: contractors). All amounts received shall be surrendered to PETRONAS. Failure to do so may entail PETRONAS taking any other appropriate action against you, including reporting you to the public authorities.”

3. Gifts and Entertainment

- 3.1** Part IIB Section 9A of the CoBE shall in Mexico be deleted and replaced with the following:

“PETRONAS has adopted a “No Gift” Policy whereby, subject only to certain narrow exceptions as provided in the PETRONAS Anti-Bribery and Corruption Manual (ABC Manual), PETRONAS employees and directors and third parties or agents acting for or on behalf of PETRONAS are prohibited from, directly or indirectly, receiving or providing gifts in relation to PETRONAS’ affairs or business.”

4. Public Officials

- 4.1** Part IIB paragraph 12.2 of the CoBE shall in Mexico be deleted and replaced with the following:

“You are prohibited from offering gifts and entertainment, including travel related expenses, to public officials in connection with any transactions directly or indirectly relating to PETRONAS without permission from the HoD or your PETRONAS contact person, in consultation with the LCD. Payment of gifts and entertainment, including travel related expenses to the family/household members of a public official are strictly prohibited.”

- 4.2** Part II B paragraph 12.3 of the CoBE shall in Mexico be deleted and replaced with the following: .

“You are prohibited from paying for non-business travel and hospitality for any public official and/or his/her family/ household members.”

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- 4.3** Part II B paragraph 12.5 of the CoBE shall in Mexico be deleted and replaced with the following:

“You may not offer or provide gifts or any benefits to any person, such as agent, consultant or contractor, if you know or suspect that a public official will be the indirect beneficiary or recipient, other than as approved by the HoD in consultation with Legal Compliance Department or your PETRONAS contact person. You should satisfy yourself concerning the integrity of any contractor, sub-contractor, vendor, agent, consultant, representative, service provider or other person who you engage to act for or on behalf of PETRONAS or in relation to PETRONAS’ affairs or business and confirm that the relevant party understands and accepts PETRONAS’ anti-bribery and corruption policies.”

- 4.4** Part II B paragraph 12.8 of the CoBE shall in Mexico be deleted and replaced with the following:

“For the purposes of this Code, the term “public official” includes, without limitation, public or government official, any person having public official functions or acting in a public official capacity, candidates for public office, officials of any political party, and officials of state-owned enterprises other than PETRONAS, majority state-owned companies, public trusts and other entities over which the State have control.”

5. Money Laundering and Counterparty Due Diligence

- 5.1** Part IIB paragraph 13.2 of the CoBE shall in Mexico be amended as follows:-

“In this part, “money laundering” is generally defined as occurring when the criminal origin or nature of money or assets is disguised or made to appear legitimate 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. In Mexico any transaction with sources of illicit origin is considered a crime, including disposing of, managing, keeping custody, possession, exchanging, converting, depositing, withdrawing or receiving such funds.”

Part IID: Assets of PETRONAS

1. Responsibility for Assets, Facilities, Resources and Records

- 1.1** Part IID paragraph 16.4 of the CoBE shall in Mexico be deleted and replaced with the following:

“Subject to applicable laws, you may be liable for any loss of or damage to assets, facilities, resources and records arising from your willful misconduct or negligence or careless action or as a result of action taken without PETRONAS’ approval, and any financial loss suffered by PETRONAS may be recovered from you by any legal available means. Within the limits of applicable law, PETRONAS may at its discretion take any legal action against you considered appropriate by PETRONAS, including reporting you to the public authorities.”

Part IIF: Confidentiality Obligations/Intellectual Property/ Public Communications

1. Confidentiality Obligations

- 1.1** Part IIF paragraph 18.2 of the CoBE shall in Mexico be deleted and replaced with the following:

“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 PETRONAS, except by a judicial requirement from public authorities in which case you will need to notify PETRONAS of such request prior to disclosing any confidential information for PETRONAS to evaluate any defenses to prevent such disclosure. Otherwise you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.”

- 1.2** Part II F paragraph 18.4 of the CoBE is not applicable in Mexico.

2. Personal Data Protection

- 2.1** Part IIF paragraph 19.4 of the CoBE shall in Mexico be deleted and replaced with the following:

“Any breach or violation of the PETRONAS Corporate Privacy Policy or applicable personal data protection laws or regulations may be deemed as a misconduct and a violation of this Code for which appropriate disciplinary action may be taken against you, subject to your Internal Work Regulations and applicable laws in Mexico.”

3. Inventions and Computer Programmes

- 3.1** Part IIF paragraph 21.2, 21.3 and 21.4 of the CoBE shall in Mexico be deleted and replaced with the following: -

“21.2

If your job requires you to conduct research, invent, innovate and develop new products, services and other related areas, the ownership of intellectual property created by you or to which you have contributed whilst working for PETRONAS or in the course of discharging your duties or employing PETRONAS resources, data and/or time, will be vested in PETRONAS. Nevertheless, PETRONAS will, at its sole discretion, reward you as the inventor as required by applicable law.

21.3

Further to paragraph 21.2 above, you may not file for any of such trademarks, patents or registered designs or claim copyright in your own name for or in such intellectual property.

21.3 (a)

For all other job positions, the employee as the inventor will be the owner of the invention. Nevertheless, PETRONAS will have a preferential right, under equal circumstances, to the exclusive use or acquisition of the invention and its corresponding patents.

21.3 (b)

Other than what is set out in the above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such intellectual property.

21.4

In relation to copyright developed during the course of your employment with PETRONAS, the terms governing the ownership of such copyright will be set out in your contract of employment, letter of appointment, statement of work or other similar document. In the absence of such an agreement, the patrimonial rights are divided equally between PETRONAS and employee.”

4. Publication of Materials

- 4.1** For the purposes of Part IIF paragraph 23.3 of the CoBE, the terms governing the copyright of materials published during the course of your employment or engagement with PETRONAS will be set out in your employment contract, letter of appointment, statement of work or other similar document. In the absence of such an agreement, the patrimonial rights are divided equally between PETRONAS and employee.

5. Social Media/Information Technology and Systems

- 5.1** Part II F paragraph 26.15 of the CoBE shall in Mexico be deleted and replaced with the following:-

“PETRONAS may search and monitor your e-mails and internet usage conducted through PETRONAS IT or communications systems and equipment, as acknowledged by you in writing, those communications systems and equipment and the information stored in them, is owned by PETRONAS. You should not assume that any use of PETRONAS’ communications devices or systems is private, those communications systems and equipment are considered business-related communications.”

Part IIG: Conduct Contrary to Duty to Serve Diligently

1. Outside Employment or Business Activities

- 1.1** Part IIG paragraph 27.1, 27.2, 27.3 and 27.4 of the CoBE shall in Mexico be deleted and replaced with the following:

“27.1

As a PETRONAS employee, you must devote your time and attention to the fulfillment of your employment obligations to PETRONAS.

PETRONAS employees shall not take up dual employment, in whatever capacity (including being involved in the management, direction or conduct of another enterprise) without the express written permission from your HoD or your HR Department.

27.2

Dual employment is where an employee holds a full-time position and payroll with one employer and takes on an additional employment with another employer in the same or part of the same workday schedule.

27.3

Subject to paragraph 27.1 above, the employee shall always consider whether any other employment or gainful activity may interfere with his/her obligations under his/ her full time PETRONAS employment, may adversely affect PETRONAS' reputation or create a conflict of interest when working with a competing business or competitor to PETRONAS. If so, the employee should not take up such employment or activity.

In case of violation of the above, PETRONAS will be deemed fully indemnified by you and will not be held liable for any repercussion arising from such decision.

27.4 Gainful Activity

PETRONAS employees may take up other gainful activity or be involved in any outside business activities. 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 PETRONAS through your HoD or your HR Department.

Gainful activity shall mean any activity that is conducted outside employee's full-time working hours with PETRONAS, and in exchange, provides monetary gain for the employee.

PETRONAS shall have the right to assess any potential conflict of interest in relation to such gainful activity."

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

- 2.1** Part II G paragraph 28.2 of the CoBE shall in Mexico be deleted and replaced with the following:

“The general rule is that if a PETRONAS employee is invited to serve on local bodies, or as an appointed or elected club official, the employee is required to consider whether such activity may interfere with his/her obligations under his/ her full-time PETRONAS employment or if it creates a conflict of interest. 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 PETRONAS, as well as the interests of PETRONAS, are not compromised. In any case the employee shall notify PETRONAS of such a situation when it arises.”

3. Political Activities

- 3.1** Part IIG paragraph 29.1 of the CoBE shall in Mexico be deleted and replaced with the following:

“PETRONAS does not support political parties or individual politicians and does not take part in political activities or party politics.

However, PETRONAS recognizes that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While PETRONAS does not wish to discourage employees from doing so, in order that PETRONAS 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 of such leave application, for such matters and they are not to make any representations that their involvement is on behalf or with the support of PETRONAS. In any event, if the appointment as an office holder at the Branch, Division, State or National level of a political party interferes with his/her obligations under his/ her full-time PETRONAS employment or if it creates a conflict of interest, the employee is to reject such appointment. In any case the employee shall notify PETRONAS of such a situation when it arises.”

- 3.2** Part IIG paragraph 29.2 of the CoBE shall in Mexico be deleted and replaced by the following:

“Given that standing as a candidate for public office will interfere with your full-time PETRONAS employment and may lead to a conflict of interest, employees shall be required to resign from PETRONAS. In any case the employee shall notify PETRONAS of such a situation when it arises.”

4. Prohibition of Action as Editor of Newspapers or any Form of Publication

- 4.1** Part IIG paragraph 30.1 of the CoBE shall in Mexico be deleted and replaced with the following:

“An employee will not act as the editor, or take part directly or indirectly in the management of any printed or online publication, including newspapers, magazines or journals if i) it creates a conflict of interest, ii) it jeopardizes the reputation of PETRONAS, or iii) reveals or jeopardizes confidential information or IP.

In any case the employee shall notify PETRONAS of such a situation when it arises.”

5. Participation In Media

- 5.1** Part IIG paragraph 31.1 and 31.2 of the CoBE shall in Mexico be deleted and replaced with the following:

“31.1

An employee may participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, as long as it does not i) create a conflict of interest, ii) jeopardize the reputation of PETRONAS, or iii) reveal or jeopardize confidential information or IP.

In any case the employee shall notify PETRONAS of such a situation when it arises.

31.2

PETRONAS encourages employees to contribute literary or academic articles to any publications (for example newspapers, magazines or journals), as long as it does not i) create a conflict of interest, ii) jeopardize the reputation of PETRONAS, or iii) reveal or jeopardize confidential information or IP.

In any case the employee shall notify PETRONAS of such a situation when it arises.”

Part IIH: Disclosure Duties

1. Disclosure Of Overpayments

- 1.1** Part IIH Section 33 of the CoBE shall in Mexico be deleted and replaced by the following:

“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. PETRONAS shall have the right to reclaim such overpayments from you via salary deduction, subject to applicable legal limits.”

Part II I: Conduct Tending to Jeopardise Duty of Good Faith and Fidelity

1. Serious Pecuniary Indebtedness

- 1.1** 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 Director General of Insolvency remains unsatisfied, as the case may be.

- 1.2** Serious pecuniary indebtedness from whatever cause will be regarded as necessarily impairing the efficiency and effectiveness of an employee.

- 1.3** An employee will be required to disclose the full extent of his/ her serious pecuniary indebtedness to PETRONAS at the earliest opportunity when such indebtedness is known to him/her to be affecting the efficiency and effectiveness of the work performed by the employee.

- 1.4** An employee who obtains an annulment of his/her bankruptcy may be treated as having fully restored his/ her credit standing.

Part III: Workplace Culture and Environment

This section may also be considered as part of the measures implemented by PETRONAS in favor of the NOM-035 and/or other related official documents that aim to establish the elements to identify, analyze and prevent psychosocial risk factors, as well as promote a favorable organizational environment in the workplace.

1. Sexual Harassment

- 1.1** Part III paragraph 5.2 of the CoBE shall in Mexico be amended as follows:

“The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct and as a cause to terminate the labor relationship without liability for PETRONAS.”

2. Substance Misuse (Drug and Alcohol Abuse)

- 2.1** Part III paragraph 8.1 and 8.2 of the CoBE shall in Mexico be deleted and replaced with the following:

“8.1

Substance misuse (as defined in Section 8.3) can impair performance at work and can be a threat to healthy, safety and the environment. Hence, it is PETRONAS’ policy that the unauthorized consumption, possession, distribution, purchase or sale of any substance of misuse within its 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 observe and comply with the policies and procedures on substance misuse issued by PETRONAS as amended and updated from time-to-time, copies of which are available from Group Health, Safety & Environment. The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior notification provided to the PETRONAS management with authority over the relevant premises or activity, together with a copy of the prescription signed by a doctor.

8.2

To ensure adherence to this policy, PETRONAS may conduct testing and searches for substances of misuse in accordance with its policies, the Internal Work Regulations 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. PETRONAS shall seek advance written consent of persons covered by this Code, before undertaking any drug screening procedure, in accordance with its policies, the Internal Work Regulations and subject to the requirements of applicable laws.”

3. Borrowing Money

3.1 Part III Section 9 of the CoBE shall in Mexico be deleted and replaced with the following:

“9.1

You will not, under any circumstances, borrow, request, lend money from or to your subordinate, PETRONAS contractors, subcontractors, vendors, consultants or suppliers or any other entity that have dealings with PETRONAS. This prohibition is due to the potential or actual conflict of interest created.

9.2

Subject to the foregoing and to any restrictions set out in this 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 obligations to any person:

- a) who is directly or indirectly, subject to your official authority.
- b) with whom you have or are likely to have official dealings.

9.3

You may borrow from banks, insurance companies, co-operative societies or borrowing companies licensed under the National Banking and Securities Commission (CNBV) 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 subjected 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 as defined under Part II I of this Country Supplement.”

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

3.3 You must comply with the limitations on borrowing set out in the Code.

4. Absence Without Leave Or Without Reasonable Cause

- 4.1** An employee who is absent will, at the earliest opportunity, inform the officer of PETRONAS to whom he/she reports of his/her absence and the cause for his/her absence.
- 4.2** Where the absence without leave and without reasonable excuse accumulate more than three (3) working days in a period of thirty (30) calendar days, the employer can treat it as cause to terminate the labor relationship without liability for PETRONAS.
- 4.3** Where an employee is absent for more than three (3) working days without reasonable excuse in a period of thirty (30) calendar days, 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. Upon a lapse of seven (7) days after posting of the said registered letter, if nothing is heard of him/her or no satisfactory explanation is given by him/her, then the said employee is deemed to have breached his/her employment contract and in such circumstances, PETRONAS will have the right to terminate his/her labor relationship. In addition, PETRONAS will be entitled to recover from the former employee concerned all sums due from the employee to PETRONAS.

Part IV: Discipline, Disciplinary Process And Sanctions

1. Disciplinary Process and Sanctions

- 1.1** Part IV of the CoBE shall in Mexico be deleted and replaced with the following:

“Provisions concerning disciplinary procedures and sanctions relevant for your jurisdiction are set out in your Internal Work Regulations. An employee has the right to be heard before any disciplinary measures are imposed on him/her. Further information in this regard may be obtained from your HR Department.”

B - Conflicts

In the event that any of the provisions in this Country Supplement and the CoBE shall be inconsistent, ambiguous and contradict with one another, the provisions of this Country Supplement shall govern.

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