



PETRONAS

PETRONAS

Code of Conduct and Business Ethics

Country Supplement: **HONG KONG**

The PETRONAS Code of Conduct and Business Ethics Country Supplement: Hong Kong is a specific reference for use in Hong Kong. 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.

Contents

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

Part I: Core Values and Culture

1. Application.....	4
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Part II: Duties of Good Faith, Fidelity, Diligence and Integrity

Part II B: Fighting Corruption and Unethical Practices.....	6
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Part II C: National and International Trade

1. Antitrust/Competition Law.....	6
-----------------------------------	---

Part III: Workplace Culture and Environment

1. Borrowing Money	6
2. Gambling.....	7

B - Information Security.....	7
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C - Workplace Culture and Environment

1. Absence Without Leave or Without Reasonable Cause	7
--	---

D - Disciplinary Process and Sanctions

1. Disciplinary Process.....	8
2. Disciplinary Punishments	8
3. Punishing Authority	9
4. Appeal Procedure.....	9

E - Conflicts.....	9
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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 Hong Kong (“Country Supplement”) and the PETRONAS Code of Conduct and Business Ethics Guide (“CoBE Guide”) are applicable to PETRONAS’ subsidiaries and controlled companies operating in Hong Kong. Unless otherwise expressly stated, this Country Supplement is intended to supplement and be read in conjunction with the CoBE and the CoBE Guide. The CoBE, Country Supplement and CoBE Guide (collectively “CoBE Documents”) are applicable to those employed by PETRONAS in Hong Kong, as well as PETRONAS’ directors, third party contractors, sub-contractors, consultants, agents, representatives and others performing work or services on behalf of PETRONAS (collectively “Covered Person” or “Covered Persons”) working for or on behalf of PETRONAS in Hong Kong.
- 1.2** Each Covered Person is expected to read, understand and become familiar with the CoBE Documents, and to comply with all relevant parts. Any questions should be addressed to the Human Resources Management Department or the Legal Department, as applicable. Any possible violation of the terms of the CoBE Documents shall be reported in accordance with the procedures described in Part IIH Section 32 of the CoBE.

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- 1.3** Any employee who does not comply with the CoBE (as supplemented by this Country Supplement) is acting outside the scope of his or her employment or authority and will be subject to disciplinary action, up to and including termination of employment. Covered Persons performing work or services for or on behalf of PETRONAS group companies are required to comply with the relevant parts of the CoBE Documents when performing such work or services. Failure by a contractor, sub-contractor, consultant, agent, representative or other service provider to comply with the principles and standards set out in the CoBE Documents may result in the termination of the Covered Person's relationship with PETRONAS and other adverse consequences.
- 1.4** The CoBE Documents neither constitute, nor should be construed to constitute, a contract of employment for a definite term or a guarantee of continued employment.
- 1.5** 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.
- 1.6** This Country Supplement is written in English and may appear in other languages. In the event of conflict, the English version will prevail.

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

Part II B: Fighting Corruption and Unethical Practices

- 1.1** Part IIB of the CoBE should be read in conjunction with the PETRONAS CoBE Guide, PETRONAS Anti-Bribery and Corruption Policy and Guidelines (“PETRONAS ABC Manual”) and PETRONAS Whistleblowing Policy, subject to compliance with applicable Hong Kong anti-bribery and corruption laws.

Part II C: National and International Trade

1. Antitrust/Competition Law

- 1.1** Part IIC Section 14 of the CoBE should be read in conjunction with the PETRONAS Competition Law Guidelines and its Protocols comprising the Protocol on Meetings & Information Sharing and the Protocol on Merger & Acquisition Transactions; subject to compliance with applicable Hong Kong antitrust/competition laws.

Part III: Workplace Culture and Environment

1. Borrowing Money

- 1.1** Part III paragraph 9.2 of the CoBE shall in Hong Kong be supplemented by the following:

You and your immediate family members should not grant or guarantee a loan to, or accept a loan from or through the assistance of any individual or organization having business dealings with PETRONAS, including but not limited to, PETRONAS’ clients, suppliers, contractors and vendors, other than accepting loans from banks or financial institutions at the prevailing interest rates and terms, provided that the extension of such loans is not arranged by PETRONAS.

2. Gambling

You should not engage in gambling of any kind (including games of mah-jong) with persons having business dealings with PETRONAS, such as customers, suppliers and contractors, as well as colleagues, particularly subordinates. Gambling of any form on PETRONAS' premises is strictly forbidden.

B - Information Security

You must comply with the PETRONAS Information Security Policy in effect from time to time, which may be obtained from the Chief Digital Officer.

C - Workplace Culture and Environment

1. Unauthorised or unjustified absence

- 1.1** An employee who is absent without taking prior leave shall, at the earliest opportunity, inform his/her supervisor to whom he/she reports of his/her absence and the cause for his/her absence.

- 1.2** Where an employee is absent for more than two (2) consecutive working days without taking prior leave and/or without reasonable excuse, 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 from him/her or no satisfactory explanation is given by him/her, PETRONAS may terminate the employment contract.

D - Disciplinary Process and Sanctions

1. Disciplinary Process

- 1.1** Where the circumstances warrant, PETRONAS may suspend an employee from partial duties on full pay pending the investigation and/or inquiry into alleged acts of misconduct committed by the employee. PETRONAS will inform the employee in writing of the reasons for and the length of his/her suspension.
- 1.2** If the investigation or inquiry reveals concrete and cogent evidence in support of the alleged misconduct, PETRONAS may take disciplinary action(s) against the said employee.
- 1.3** If the result of the investigation is that the employee did not commit any misconduct, the employee shall resume his/her full duties as soon as is reasonably practicable.

2. Disciplinary Actions

- 2.1** The Punishing Authority (see definition below) may, after due inquiry and subject to the requirements of applicable Hong Kong laws, impose any or a combination of the following disciplinary actions against the employee:
- a) verbal warning;
 - b) written warning;
 - c) no increment to the employee's salary for a period to be determined by the Punishing Authority;
 - d) non-payment of bonus;
 - e) demoting the employee;
 - f) any other type of punishment that the Punishing Authority deems fit;
 - g) dismissal.

3. Punishing Authority

- 3.1** For the purposes of this Section E, the term “Punishing Authority” shall refer to any officer of PETRONAS who has been given the authority to take disciplinary actions against an employee, as provided by the Human Resource Management Limits of Authority.

4. Appeal Procedure

- 4.1** An employee who is aggrieved by the decision of the Punishing Authority has a right to appeal in writing within thirty (30) days from the date of posting of the letter communicating the decision of the Punishing Authority.
- 4.2** The Appeal Authority (defined below) is to consider the grounds of appeal set out by the employee in writing and is required to determine whether to dismiss the appeal or to allow the appeal by either:
- i. reversing the finding of misconduct; or
 - ii. reconsidering the disciplinary action(s) against the employee.

Decisions regarding disciplinary appeals are final.

- 4.3** The Appeal Authority shall consider the appeal on the basis of grounds of appeal in writing submitted by the aggrieved employee.
- 4.4** For the purposes of this Section, the term “Appeal Authority” shall refer to the officer of PETRONAS who has been given the authority to consider and decide on the appeal, as provided by the Human Resource Management Limits of Authority.

E - Conflicts

In the event of any inconsistency between the content of this Country Supplement and the CoBE, this Country Supplement shall prevail.

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