

COUNTRY SUPPLEMENT:
AZERBAIJAN



PETRONAS

PETRONAS CODE OF CONDUCT AND BUSINESS ETHICS

The PETRONAS Code of Conduct and Business Ethics Country Supplement: Azerbaijan is a specific reference for use in Azerbaijan. 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 Code. Moreover, the provisions of the Code may be modified by PETRONAS to adapt them to local laws and conditions.

CONTENTS

COUNTRY SUPPLEMENT: AZERBAIJAN

1. Application
2. Definitions
3. Duty Regarding Avoidance of Conflict of Interest
4. Involvement in Business Where You or Your Family Household Have a Direct or Indirect Interest
5. Illustrative Examples of Where Conflict of Interest Rises and You Are a Party to Decision-Making
6. Solicitation, Bribery and Corruption
7. Receiving Facilitation Payments
8. Providing Gifts and Entertainment
9. Public Officials
10. Money Laundering and Counterparty Due Diligence
11. Export and Import Controls, International Boycotts and Economic Sanction Programmes
12. Responsibility for Assets, Facilities, Resources and Records
13. Confidentiality Obligations
14. Insider Dealing
15. Inventions and Computer Programmes
16. Information Technology and Systems
17. Outside Employment or Business Activities
18. Public Service, Recreational, Sports, Union and Community Activities
19. Political Activities

COUNTRY SUPPLEMENT: AZERBAIJAN

- 20. Your Right to Act as Editor of Newspapers and any Form of Publication
- 21. Participation in the Media
- 22. Your Right to Report Breaches and Violations
- 23. Dress Code
- 24. Sexual Harassment
- 25. Substance Misuse (Drug and Alcohol Abuse)
- 26. Serious Pecuniary Indebtedness
- 27. Borrowing Money
- 28. Living Beyond Official Emoluments and Legitimate Private Means
- 29. Absence Without Leave or Without Reasonable Cause
- 30. Disciplinary Process and Sanctions

1. APPLICATION

1.1

The PETRONAS Code of Conduct and Business Ethics ("**CoBE**"), as supplemented by this Country Supplement for PETRONAS subsidiaries in Azerbaijan or any provision thereof shall form an integral part of your contract of employment. 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 provision in **Part 1 paragraph 1.1** of the CoBE is without prejudice to the general duties established by applicable laws of the Republic of Azerbaijan.

1.3

For the purposes of **Part 1 paragraph 1.2** of the CoBE, the CoBE and the Country Supplement and CoBE Guide (collectively "CoBE Documents") are applicable to those employed by PETRONAS in Azerbaijan, 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 Azerbaijan. Your obligations to comply with the

CoBE will be further detailed in your employment contract, contractual agreements or any other document with PETRONAS, breach of which may lead to implication specified in your respective contractual agreements.

1.4

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.

1.5

Any Covered Person 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. Contractors, sub-contractors, consultants, agents, representatives and others performing work or services for or on behalf of PETRONAS group companies will comply with the CoBE in the relevant parts 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 may result in the termination of the non-complying party's relationship with PETRONAS and other adverse consequences.

1.6

Part I paragraph 1.4 of the CoBE shall be deleted and be replaced by the following:

The CoBE is prepared in English and Azerbaijani and may appear in other languages. In the event of conflict, the Azerbaijani version will govern.

1.7

Deviating from the notice provided in the preface of the CoBE, in the foreword, and in **Part I paragraph 1.7** of the CoBE shall be amended as follows:

In the event of any amendments or supplements to the CoBE, you will be informed in good time.

2. DEFINITIONS

2.1

Part 1 paragraph 3.3 of the CoBE shall be deleted and replaced by the following:

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 (including parents in-law of siblings and brother and sister in-laws).

2.2

Part 1 paragraph 3.4 of the CoBE shall be deleted and replaced by the following:

For the purposes of this Code, the term “employee” under the CoBE in Azerbaijan covers only persons who have entered into an employment agreement (contract) with PETRONAS and who work in an appropriate workplace for pay.

3. DUTY REGARDING AVOIDANCE OF CONFLICT OF INTEREST

3.1

For the avoidance of doubt, the duties regarding avoidance of conflict of interest set out in **Part IIA Section 1** of the CoBE are without prejudice to the general duties established by the applicable laws of the Republic of Azerbaijan.

3.2

Part IIA paragraph 1.3 of the CoBE shall be amended as follows:

In certain instances, a conflict of interest that has been fully disclosed to PETRONAS may be tolerated by PETRONAS (for example, because measures are taken to ensure that

it poses no risks to PETRONAS). Any conflict situations should be cleared with your Human Resource Department (or, in case of directors, with the relevant company secretary).

4. INVOLVEMENT IN BUSINESS WHERE YOU OR YOUR FAMILY HOUSEHOLD HAVE A DIRECT OR INDIRECT INTEREST

4.1

The provisions contained in **Part IIA Section 2** of the CoBE are not applicable in Azerbaijan to members of your family/household.

4.2

Part IIA paragraph 2.2 of the CoBE shall be amended as follows:

Should a situation arise (for example as a result of inheritance or marriage) whereby you become, directly or indirectly, the owner of Equity in any entities identified in **Part IIA paragraph 2.1** of the CoBE, you will be considered to be in a potential conflict of interest situation. Any conflict situations should be cleared with your Human Resource Department (or, in case of directors, the relevant company secretary) in writing. You must then consult PETRONAS concerning the most appropriate

way of preventing or overcoming the conflict of interest. Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally permitted by PETRONAS will not constitute violations of this Code.

5. ILLUSTRATIVE EXAMPLES OF WHERE CONFLICT OF INTEREST RISES AND YOU ARE A PARTY TO DECISION-MAKING

5.1

For the purposes of **Part IIA paragraph 3.4** of the CoBE, PETRONAS employees in Azerbaijan do not need to obtain PETRONAS’s prior consent before accepting a position as a board member outside of PETRONAS. The general rule is that if a PETRONAS employee is invited to serve on the board of directors of another organisation, the employee must be able to balance the outside activities with his/her PETRONAS employment. The employee must at all times, be able to satisfactorily perform his or her responsibilities and duties at PETRONAS. 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.

6. SOLICITATION, BRIBERY AND CORRUPTION

6.1

For the avoidance of doubt, **Part IIB paragraph 6.3** and **paragraph 6.7** of the CoBE should be read in conjunction with Part 4B of the PETRONAS Anti-Bribery and Corruption Policy and Guidelines ("**PETRONAS ABC Manual**") and subject to compliance with the relevant anti-corruption laws of the Republic of Azerbaijan, specifically, the Law on Combatting Bribery and Criminal Code of the Republic of Azerbaijan, as may be amended from time to time. In the event of conflict between the PETRONAS ABC Manual and relevant anti-corruption laws of the Republic of Azerbaijan, the latter shall prevail.

7. RECEIVING FACILITATION PAYMENTS

7.1

For the avoidance of doubt, the term "facilitation payments" contained in **Part IIB paragraph 7.2** of COBE should be read in conjunction with Part 6 of the PETRONAS ABC Manual.

8. RECEIVING AND PROVIDING GIFTS AND ENTERTAINMENT

8.1

For the avoidance of doubt, in addition to the provisions set out in **Part IIB Section 10** and **Section 11** of the CoBE, you are also required to comply with the policies and procedures set out in the PETRONAS ABC Manual and subject to the requirements of applicable local laws. If a particular situation is regulated by both the ABC Manual and applicable local laws, the more onerous requirements related to gifts and entertainment shall apply.

9. PUBLIC OFFICIALS

9.1

For the avoidance of doubt, in addition to the definition of "government official" contained in **Part IIB paragraph 12.8** of the CoBE, the definition of "government official" shall include public servants, which is defined as any person who holds a position in exchange for salary (which is paid out of state funds) and which has sworn his/her allegiance to the State of Azerbaijan. For the avoidance of doubt and for the purposes of anti-corruption clauses, the term "authorized persons" as specified in the Criminal Code of the Republic of Azerbaijan shall cover:

1. Representatives of state authorities, including persons selected or appointed to state bodies in accordance with the procedure established by the Constitution and laws of the Republic of Azerbaijan, or representing state bodies or bodies of local self-government on the basis of special powers, servicemen who are officers, ensigns or midshipmen, civil servants (including persons serving in a special form of public service), members of municipalities and municipal employees;
2. Persons whose candidacies for elective offices in state bodies are registered in accordance with the procedure established by law;
3. Heads and employees of state and municipal enterprises, institutions and organisations, including public legal entities, as well as commercial and non-profit organisations;
4. Persons performing organisational and administrative or administrative and economic functions under special powers in state and municipal bodies, institutions and organisations, including legal entities, as well as other commercial and non-commercial organisations;
5. Persons engaged in entrepreneurial activities without formation of a legal entity;
6. Judges and other officials of international courts, local, foreign and international arbitrators acting under the laws of the Republic of Azerbaijan or foreign countries, as well as international treaties to which the Republic of Azerbaijan is a party to, foreign jurors.
7. Judges and other officials of international courts, local, foreign and international arbitrators acting under the laws of the Republic of Azerbaijan or foreign countries, as well as international treaties to which the Republic of Azerbaijan is a party to, foreign jurors.

10. MONEY LAUNDERING AND COUNTERPARTY DUE DILIGENCE

10.1

Part IIB paragraph 13.2 of the CoBE shall be deleted and replaced by the following:

For the purposes of this Code, the term "money laundering" shall be deemed to mean the legalisation of funds or other property, knowing that such funds or other property is the proceeds of crime – the conversion or transfer of

funds or other property, knowing that such funds or other property are the proceeds of a crime, for the purpose of concealing or disguising the illicit origin of the funds or other property or of helping any person who is involved in the commission of any crime to evade the legal consequences of his or her action, or completion of financial transactions or other deals for the same purposes by using funds or other property, knowing that such funds or other property are the proceeds of crime; or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to funds or other property, knowing that such funds or other property are the proceeds of crime.

11. EXPORT AND IMPORT CONTROLS, INTERNATIONAL BOYCOTTS AND ECONOMIC SANCTION PROGRAMMES

11.1

Part IIC paragraph 15.3 of the CoBE shall be deleted and replaced by the following:

You must not participate in or agree to boycotts of customers, suppliers or jurisdictions without proper authorisation from your Head of Department unless you are obliged to do so under Azerbaijani statutory law and local public order.

12. RESPONSIBILITY FOR ASSETS, FACILITIES, RESOURCES AND RECORDS

12.1

Part IID paragraph 16.4 of the CoBE shall be amended as follows:

Subject to applicable laws, you may be liable for any loss of or damage caused by you to PETRONAS's property. Damage caused to PETRONAS may be recovered from you in accordance with the general liability provisions in your employment contract as well as the procedures stipulated by Azerbaijani statutory law.

13. CONFIDENTIALITY OBLIGATIONS

13.1

For the purposes of **Part IIF paragraph 18.2** of the CoBE, the scope of the confidentiality obligation and the definition of the information deemed as confidential and whose disclosure is prohibited will be further detailed in your employment contract or any other document with PETRONAS.

The Commercial Secrecy Regime means a system of legal, organisational, technical and other activities established by the owner of commercial secrets or a confidant (recipient) in order to limit access to

commercial secrets. The disclosure of a commercial secret means a disclosure of a commercial secret to third parties in violation of the legislation or provisions of appropriate contracts. Illegal methods of obtaining commercial secrets means documents or other media containing commercial secrets obtained via theft, photography, copying, any acts of violence or threat, bribery, a violation or compulsion to violate obligations to follow the Commercial Secrecy Regime, in connection to data exchange channels, the hearing of conversations and/or surveillance.

The Commercial Secrecy Regime is established by the owner of commercial secrets (i.e. PETRONAS). The definition of the Commercial Secrecy Regime may be entrusted to the confidant (recipient) of the commercial secrets on a contractual basis. The owner and confidant of the commercial secrets shall comply with the Commercial Secrecy Regime.

Whether information is considered subject to the Commercial Secrecy Regime shall be indicated by the notation "commercial secret". This shall be indicated on the source of coded information and/or its accompanying documents.

Except when it is stipulated under the legislation, the person defining

the Commercial Secrecy Regime shall be free to establish and cancel the notation of commercial secrecy, the provisions of the obtaining and disclosure of commercial secrets, the methods of protection of information containing commercial secrets, their distribution, and rules of use.

The main item in the provision of information subject to the Commercial Secrecy Regime is the execution of a contract on the non-disclosure of commercial secrets by PETRONAS and its employees.

Additional provisions for maintenance of the Commercial Secrecy Regime shall be specified as agreed by PETRONAS. Additional provisions may include special rules for the obtaining of information containing commercial secrets, the dedicated identification of documentation containing confidential information and personal limitation on the distribution and access to information.

13.2

For purposes of Part IIF paragraph 18.3 of the CoBE, the following shall apply to PETRONAS employees in Azerbaijan:

At any time upon demand, and not later than the date on which your engagement or employment relationship ends, you must return to PETRONAS all assets, records and

business documentation owned by PETRONAS, as well as all documents, samples, and specimens which are still in your possession, including all electronic business documents and all copies thereof, unless otherwise agreed between you and PETRONAS.

13.3

In addition to **Part IIF paragraph 18.3** of the CoBE, this duty to return assets and documentation is not limited to confidential information.

14. INSIDER DEALING

14.1

For the purposes of **Part IIB Section 20** of the CoBE, the following shall apply to PETRONAS employees in Azerbaijan:

Information falling under the definition of commercial secret and the Commercial Secrecy Regime which is reflected in the preceding **paragraph 13.1 (“Confidentiality Obligations”)** above must not be directly or indirectly used, disclosed or otherwise distributed by employee to any third party in such employee’s own interest or in the interest of any other person and it shall not be used by such employee for personal gain, benefit or other type of interest of such employee or any other person.

15. INVENTIONS AND COMPUTER PROGRAMMES

15.1

For the purposes of **Part IIF paragraph 21.2 and paragraph 21.3** of the CoBE, the terms governing the ownership and transfer of intellectual property rights created by you in the course of your employment or engagement with PETRONAS will be specified in your employment contract, letter of appointment or other similar document with PETRONAS and shall be in conformity with applicable IP legislation.

16. INFORMATION TECHNOLOGY AND SYSTEMS

16.1

You must comply with the PETRONAS Information Security Policy in effect from time to time.

16.2

For the purposes of **Part IIF paragraph 26.15** of the CoBE, any obligations that are applicable to you with regards to the usage of PETRONAS IT or communication systems and equipment will be set out in your employment contract or other similar document with PETRONAS, subject to the requirements of local laws and regulations.

17. OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITIES

17.1

For the purposes of **Part IIG Section 27** of the CoBE, PETRONAS employees in Azerbaijan do not need to obtain PETRONAS’s prior consent in order to take up other employment or gainful activity, provided that such employment or gainful activity is not in a competing business or employer to PETRONAS.

17.2

Subject to **Paragraph 17.1** above, the employee shall always consider whether any other employment or gainful activity may interfere with his/her obligations under his/her employment agreement with PETRONAS or may adversely affect PETRONAS’ reputation. If so, the employee should not take up such employment/activity.

18. PUBLIC SERVICE, RECREATIONAL, SPORTS, UNION AND COMMUNITY ACTIVITIES

18.1

Part IIG paragraph 28.2 of the CoBE shall be amended as follows:

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 must be able to balance the outside activities with his/her PETRONAS employment. The employee must at all times, be able to satisfactorily perform his or her responsibilities and duties at PETRONAS. 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.

19. POLITICAL ACTIVITIES

19.1

Part IIG paragraph 29.1 of the CoBE shall be amended as follows:

PETRONAS recognises 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 must at all relevant times ensure that his or her duties and obligations to PETRONAS, as well as the interests of PETRONAS, are not compromised. In the event an employee is appointed an office holder at the Branch, Division, State or

National level of a political party, the employee must be able to balance the political activities with his/her PETRONAS employment.

19.2

Part IIG paragraph 29.2 of the CoBE shall be amended as follows:

In order not to compromise the interests of PETRONAS, employees who wish to stand for State, Federal and/or material elections are required to ensure that they are able to balance their political activities and their employment with PETRONAS.

20. YOUR RIGHT TO ACT AS EDITOR OF NEWSPAPERS OR ANY FORM OF PUBLICATION

20.1

Part IIG Section 30 of the CoBE shall be deleted and replaced by the following:

An employee is allowed to act as the editor, or take part directly or indirectly in the management of any publication, including newspapers, magazines or journals, provided that he/she does not reveal confidential information belonging to PETRONAS and/or these activities do not adversely affect the reputation of PETRONAS.

21. PARTICIPATION IN THE MEDIA

21.1

Part IIG Section 31 of the CoBE shall be deleted and replaced by the following:

An employee's participation in the media shall be restricted only if and to the extent that it adversely affects the reputation of PETRONAS or reveals confidential information belonging to PETRONAS.

22. YOUR RIGHT TO REPORT BREACHES AND VIOLATIONS

22.1

Part IIH paragraph 32.1 and **paragraph 32.2** of the CoBE shall be deleted and replaced by the following:

If an employee suspects in good faith that any applicable laws or regulations or a principle set forth in this Code has been infringed or is about to be infringed, the employee has the option to report the breach to his/her Head of Department or to Human Resources.

23. DRESS CODE

23.1

All employees should be neatly, appropriately and decently attired

during office working hours. Provocative and improper attire is not allowed.

23.2

All employees are permitted to wear smart casual attire to work on the specified day of the week identified as Smart Casual Day by PETRONAS.

23.3

You must at all times comply with PETRONAS policies and guidelines relating to Dress Code in effect from time to time.

23.4

Male Employees

- a) All male employees are required to wear long sleeved shirts to work, with the exception of Smart Casual Day, when short sleeved shirts are allowed. Shirts must be tucked in. Smart Casual Day is applicable on every Friday or any other day identified by PETRONAS.
- b) Male executives are no longer required to wear neck ties to work except when required to do so for official business meeting and/or functions.
- c) Casual printed shirts, T-shirts, sweat pants, jeans, exercise pants, track bottom, all types of shorts, and any spandex or form fitting pants, such as cycling shorts, are not allowed.

- d) Footwear must be appropriate and suitable. Slippers, flat sandals/ slip-ons, loafers, thongs, flip-flops, sport shoes, athletic shoes, sneakers, rubber boots or clogs are not allowed. Exemption is given for those with medical reasons.

23.5

Female Employees

- a) Female employees will wear attire which is appropriate and suitable for an office working environment. The length of skirts must not be above the knee.
- b) Female employees are allowed to wear office-appropriate pant suits. Jeans and shorts are not allowed.
- c) Footwear must be appropriate and suitable. Slippers, flat sandals and sport shoes are not allowed. Exemption to wear flat sandals is given to pregnant employees and for those with medical reasons.

23.6

Uniformed Employees

All uniformed employees must wear their designated uniforms at all times.

23.7

Other Forms of Attire

Attire, other than those specified above, including the specified types of shoes, may be worn during office hours if it is a requirement of the job and said attire is approved by your Head of Department.

23.8

Cross-dressing

Cross-dressing is not allowed.

23.9

Dress Code for Official Functions

Employees must be appropriately attired in accordance with the dress requirements for a particular function. In the absence of any specific requirement, the employee must follow the PETRONAS Dress Code.

23.10

Hair for Male Employees

Hair should be neat. The length should be above the collar.

23.11

For the Purpose of this Section:

“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.

“Neat and appropriate attire” means decent, suitable, smart and professional attire.

“Provocative or Improper attire” means inappropriate and unsuitable office attire.

This includes transparent or tight shirts/pants/skirts, body hugging shirts/ blouses/ knitted blouses, low cut collar/necklines, bareback dresses, tight skirts/slacks/pants, high slit skirts/ sarongs that reveal the thighs and short skirts.

24. SEXUAL HARASSMENT

24.1

For the avoidance of doubt, in addition to the provision set out in **Part III paragraph 5.3** of the CoBE, the definition of sexual harassment shall include:

Immoral behaviour humiliating and insulting the person of another gender or sexual affiliation which is involved in labour or service relations and displayed in physical actions (touch, hitting hand), offensive remarks, gestures, threats, defamatory proposals and suggestions.

25. SUBSTANCE MISUSE (DRUG AND ALCOHOL ABUSE)

25.1

Part III paragraph 8.1 of the CoBE shall be deleted and replaced with the following:

The use of a substance of misuse (as defined in **Part III paragraph 8.3** of the CoBE) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is PETRONAS’ policy that the unauthorised 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 heed 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 the group HSE Division.

25.2

Part III paragraph 8.2 of the CoBE shall be amended as follows:

PETRONAS’s employees in Azerbaijan may be subject to mandatory periodic medical examinations as and when required by PETRONAS,

in accordance with the procedures established by applicable laws of Azerbaijan. Any persons covered by this Code who are found to have unauthorised possession of any substance of misuse under applicable laws of Azerbaijan 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 applicable local laws, employees are required to consent to testing and searches conducted by an authorised narcologist or narcological specialist. Further, employees who undergo such testing must give consent to the release of the results to PETRONAS.

26. SERIOUS PECUNIARY INDEBTEDNESS

26.1

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.

26.2

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

26.3

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.

26.4

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.

26.5

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

27. BORROWING MONEY

27.1

Part III paragraph 9.1 and **paragraph 9.2** of the CoBE shall not apply to employees of PETRONAS in Azerbaijan.

27.2

You may borrow from banks, insurance companies, co-operative societies or borrowing companies licensed by relevant Azerbaijani state authorities and public legal entities 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 our private advantage; or

- c) the aggregate of your debts does not or is not likely to cause you serious pecuniary indebtedness as defined under Section 1.

27.3

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

27.4

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

28. LIVING BEYOND OFFICIAL EMOLUMENTS AND LEGITIMATE PRIVATE MEANS

28.1

Where in the opinion of PETRONAS 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 and to the extent permissible under applicable law, PETRONAS 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. Such declarations as aforesaid should be made to your Human Resource Department.

28.2

Failure to make the asset declaration as required under **Section 28.1** is viewed by PETRONAS as a lack of commitment on the part of the employee to uphold PETRONAS' policy on maintaining the highest standard of integrity, openness and transparency.

28.3

For the purpose of this Section, "assets" includes property of any description, whether movable or immovable which belong to employee personally (i.e. not including assets of his/her family/ household), as may be prescribed by PETRONAS from time to time. In respect of immovable property, assets include:-

- i. land, including land occupied under temporary occupation license;
- ii. all types of residence such as houses, flats, apartments and condominiums; and
- iii. buildings, 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 securities;
- iii. any form of trade, business or commercial license permits; and
- iv. any other movable property, including all types of motor vehicles, jewellery, club memberships, household furniture and sports equipment.

29. ABSENCE WITHOUT LEAVE OR WITHOUT REASONABLE CAUSE

29.1

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.

29.2

Where the absence without leave and without reasonable excuse is for a whole day, the employee will be deemed to have breached his/her contract of service with PETRONAS.

29.3

Where an employee is absent for more than one (1) working day 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. 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 broken his/her contract of service and in such circumstances, PETRONAS will have the right to terminate his/her service. In addition, PETRONAS will be entitled to recover from the former employee concerned all sums due from the employee to PETRONAS.

30. DISCIPLINARY PROCESS AND SANCTIONS

30.1

Disciplinary Process

- (i) Where the circumstances warrant, PETRONAS may suspend an

employee without pay pending the investigation and/or inquiry into alleged acts of misconduct committed by the employee which falls within Article 62 of the Labour Code.

- (ii) If the investigations reveal concrete and cogent evidence in support of the alleged misconduct, PETRONAS may institute disciplinary action against the said employee.

30.2

Disciplinary Punishments

The Disciplinary Body may after due inquiry addressed to employee in written form, impose any or a combination of the following punishments against the employee:

- i. reprimand and severe reprimand with a final warning;
- ii. suspension without pay for a period to be determined by the Disciplinary Body;
- iii. withholding the employee's increment for a period to be determined by the Disciplinary Body;
- iv. no increment to the employee's salary for a period to be determined by the Disciplinary Body;

- v. non-payment of bonus or ex-gratia;

- vi. dismissal.

30.3

Disciplinary Body

For the purpose of this **Part IV**, "Disciplinary Body" shall refer to the officer of PETRONAS who has the authority to enter into employment contract with the employee, change its conditions and terminate or a person authorised by the employer under a management order.

30.4

Appeal Procedure

- (i) An employee who is aggrieved by a disciplinary action has the right to appeal in writing within thirty (30) days from the date of service or posting of the letter communicating the decision of the Disciplinary Body.
- (ii) 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.

(iii) 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 as made by the panel of the Domestic Inquiry.

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

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