

CODE OF CONDUCT & BUSINESS ETHICS

Country Supplement:

UNITED STATES OF AMERICA

The MISC Code of Conduct and Business Ethics Country Supplement: United States of America is a specific reference for use in the United States of America. It does not describe all applicable laws or MISC 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. MISC reserves the right to modify, revise, cancel or waive any policy, procedure or condition without notice and without revision of the MISC Code of Conduct and Business Ethics. Moreover, the provisions of the Code of Conduct and Business Ethics may be modified by MISC to adapt them to local laws and conditions.

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A



Variations to the MISC Code of Conduct & Business Ethics (CoBE)

PART I
**CORE VALUES
& CULTURE**

Part I : Core Values & Culture

1. Application

- 1.1. The MISC Code of Conduct and Business Ethics (the “Code” or “CoBE”), the MISC Code of Conduct and Business Ethics Country Supplement for the United States of America (“Country Supplement”) and the MISC Code of Conduct and Business Ethics Guide (“CoBE Guide”) are applicable to MISC’s subsidiaries in the United States of America (“United States”). 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 MISC in the United States, as well as MISC’s directors, third party contractors, sub-contractors, consultants, agents, representatives and others performing work or services on behalf of MISC (collectively “Covered Person” or “Covered Persons”) in the United States.
- 1.2. 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 II H Section 32 of the CoBE.
- 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.
- 1.4. Covered Persons performing work or services for or on behalf of MISC group companies will 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 MISC and other adverse consequences.
- 1.5. 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.
- 1.6. MISC reserves the right to modify, revise, cancel or waive the provisions of the CoBE and this Country Supplement from time to time at MISC’s sole discretion.
- 1.7. In the event of a conflict between the Code (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 prevail.

Part I : Core Values & Culture

2. Definitions

- 2.1. Part I paragraph 3.3 of the Code shall in the United States be deleted and replaced with the following:

“For the purposes of this Code, the term “family/household” includes your spouse(s), domestic partner, common law spouse, children (including stepchildren and adopted children), parents, step-parents, siblings, stepsiblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.”

- 2.2. Part I paragraph 3.5 of the Code shall in the United States be deleted and replaced with the following:

“The term “MISC” means MISC BERHAD (MISC) and its subsidiaries and controlled companies. The expression “MISC” is used for convenience where references are made to MISC companies in general. The companies in which MISC BERHAD (MISC) has direct or indirect shareholding are distinct legal entities.

Whenever the term “MISC” is used throughout this Country Supplement, it shall be interpreted to mean the relevant MISC subsidiary, affiliate or associate or group or subsidiaries, affiliates, or associates with which you have a contract of employment, letter of appointment, contract for services, or equivalent document (as such documents may be amended or supplemented during periods of secondment or otherwise). Nothing in this Country Supplement is intended to, or shall be deemed to, establish any direct relationship of employment, appointment, engagement or service between you and any other MISC subsidiary, affiliate or associate for which a contract of employment, offer letter, letter of appointment, contract for services or equivalent document has not been issued.”

PART II

**DUTIES OF GOOD FAITH,
FIDELITY, DILIGENCE &
INTEGRITY**

Part II : Duties Of Good Faith, Fidelity, Diligence & Integrity

Part II B: Fighting Corruption and Unethical Practices

1. Prohibition on Commissions, Discounts and Secret Profits

- 1.1. Part II B Section 9 of the CoBE shall in the United States 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 or authority with or on behalf of MISC, will immediately disclose such receipt and he/she will be liable to render an account of the same to his/her Head of Department in consultation with his/her Human Resource Department. Following such disclosure, MISC may give such instructions to the employee as it deems appropriate. A failure to disclose fully the nature of the secret profits or gains may result in disciplinary action against said employee.”

Part II D: Assets of MISC

1. Responsibility for Assets, Facilities, Resources and Records

- 1.1. Part II Paragraph 16.4 of the Code regarding recovery of financial loss caused by an employee, by way of wage payments or deductions, is only applicable in the United States insofar as the terms are within the limits of local HR policy and applicable law.

Please refer to your Human Resource Department for the policies and procedures applicable to your company.

Part II F: Confidentiality Obligations/Intellectual Property/

Public Communications

1. Inventions and Computer Programmes

- 1.1. For the purposes of Part II F Section 21 of the Code, the terms governing the ownership of intellectual property rights created by you in the course of your employment, appointment or engagement (as the case may be) will be set out in your contract of employment, letter of appointment, statement of work or other similar document.

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

Part II G: Conduct Contrary to Duty to Serve Diligently

1. Outside Employment or Business Activities

- 1.1. For the purposes of Part II G paragraph 27.3 of the Code, MISC may in its discretion as a condition to the granting of permission to take up dual employment during the continuance of employment with MISC, require that MISC employees in the United States indemnify MISC in writing for any loss that may be suffered by said employee as a result of MISC subsequently withdrawing that permission.

2. Political Activities

- 2.1. Part II G paragraph 29.1 and 29.2 of the CoBE shall in the United States be deleted and replaced with the following:

“MISC does not support political parties or individual politicians and does not take part in political activities or party politics. However, MISC recognises that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While MISC does not wish to discourage employees from doing so, in order that MISC 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 MISC. An employee shall not accept any appointment as an office holder at the Branch, Division, State or National level of a political party, and the employee is to reject such appointment, unless such prohibition is in contravention of applicable laws”.

- 2.2. In addition to the requirements as set out in Part II G paragraph 29.3, 29.4, 29.5 and 29.6 of the CoBE, employees must ensure compliance with applicable federal and state laws regulating lobbying and political activities.



PART III
**WORKPLACE CULTURE
& ENVIRONMENT**

Part III : Workplace Culture & Environment

1. Unlawful Discrimination

As well as complying with Part III Section 2 of the CoBE, you are also required to comply with any local anti-discrimination policies established by MISC for the workplace.

2. Sexual Harassment

2.1. The definition of “sexual harassment” contained in Part III paragraph 5.3 shall in the United States be deleted and replaced with the following:

“For the purpose of this section, sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment”.

3. Occupational Health, Safety and Environment

3.1. In addition to the requirements as set out in Part III Section 7 of the CoBE, MISC and the Covered Persons are responsible for using good judgment to help ensure a safe and healthy workplace for all Covered Persons.

3.2. Covered Persons must read, be familiar with and comply with MISC’s Occupational Health and Safety Policy and applicable local policies and programs.

4. Workplace Bullying and Other Forms of Harassment

As well as complying with Part III Section 10 of the CoBE, you are also required to comply with any local workplace bullying and anti-harassment policies established by MISC for the workplace.

PART IV

**DISCIPLINE, DISCIPLINARY
PROCESS & SANCTIONS**

Part IV : Discipline, Disciplinary Process & Sanctions

1. Disciplinary Process and Sanctions

- 1.1. Part IV of the CoBE shall in the United States be deleted in its entirety and replaced with the following:

“MISC may discipline employees at its discretion for any violation of the Code, the United States Country Supplement, and/ or any other local policies applicable to United States employees. In addition, nothing in this policy or any other policy shall be interpreted to be in conflict with or in any way eliminate or modify the at-will employee status of employees in the United States.”

- 1.2. Please refer to your Human Resource Department for the disciplinary policy, disciplinary and sanctions procedures applicable to your company as amended from time-to-time.





B

Workplace Culture & Environment

B. Workplace Culture & Environment

1. Absence Without Leave or Without Reasonable Cause

- 1.1. An employee who is absent will, at the earliest opportunity, inform the officer of MISC to whom he/she reports of his/her absence and the cause for his/her absence.
- 1.2. Where the absence without leave and without reasonable excuse is for more than three (3) working days in a period of thirty (30) days, the employee will be deemed to have breached his/her contract of service with MISC.
- 1.3. Where an employee is absent for more than three (3) working days without reasonable excuse in a period of thirty (30) days, said employee is deemed to have broken his/her contract of service and in such circumstances MISC will have the right to terminate his/her employment. In addition, MISC will be entitled to recover from the former employee concerned all sums due from the employee to MISC up to applicable legal limits.





Conflicts

C. Conflicts

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





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