

# CODE OF CONDUCT & BUSINESS ETHICS FOR THIRD PARTIES

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# General Business Principles

MISC Berhad (MISC), was incorporated in 1968 and is a global leader in delivering international energy-related maritime solutions and services. We are among the world's leading shipping conglomerates with strong credit ratings in the maritime transport sector.

Our principal businesses comprise energy shipping and its related activities, owning and operating offshore floating solutions, marine repair and conversion, engineering and construction works, integrated marine services, port management and maritime services as well as maritime education and training.



We are a proud constituent of the DJSI Emerging Markets Index and FTSE4Good Bursa Malaysia Index, a testament to our sustainability performance and strong Environmental, Social and Governance (ESG) practices. MISC Berhad is listed on the Main Board of Bursa Malaysia.

Operating a modern and diversified fleet of more than 100 owned and in-chartered vessels, powered by a multi-national workforce, MISC is firmly committed to creating value for our stakeholders and contributing to the sustainable development of the maritime industry.

## **Our long track record as a global energy-related maritime solutions and services provider**

Since 1968, our sterling track record spans over 50 years in delivering energy-related maritime solutions and services with a long-term value creation across global maritime value chain.

## **Extensive global reach**

MISC and its Group of Companies namely, AET Tankers, Marine Services, Malaysia Marine and Heavy Engineering Holdings (MHB), Malaysian Maritime Academy (ALAM), have established a strong international presence across the five continents and move energy across the seven seas.

## **Powered by passionate and dedicated people**

Our people are the foundation of everything we do, with over 9,355 employees from 44 nationalities, and are committed to meeting the maritime needs of the world in energy transition and decarbonisation agenda now and into the future. So we remain focused on improving our employee value proposition, while maintaining equitability among our diverse talent population across our global portfolio.



# General Business Principles



## Responsible governance, good business ethics and conduct

Throughout the Group, we strive to achieve the highest standards of integrity in the conduct of our business and operations. We have robust policies, systems and protocols in place to ensure good governance and ethical business practices.



## Beyond sustainability – Driving a sustainable future

Through MISC 2030 we are addressing climate-related risks and opportunities which are shaping the journey towards a net-zero future by the year 2050. Implementing this strategy alongside our short-term business plan is enabling the Group to future proof our business by venturing into areas of opportunity and income stream that exist in the maritime decarbonisation and energy transition space to become a thriving business in a net-zero and circular economy.



# Introduction

MISC is committed to uphold the highest standard of integrity, ethical behaviour, professionalism and adhere to all applicable laws in all its operations.

MISC shall continuously:

**keep itself abreast with the development of applicable ethics and integrity laws**

**have in place a robust governance framework and mechanism that embodies internal controls and risk management**

**foster a culture of integrity, ethical behaviour and professionalism through embedment and implementation of the compliance programme**

**have in place an effective Whistleblowing channel**

MISC Code of Conduct and Business Ethics for Third Parties (the “Code” or “CoBE”) applies to every third parties that perform work or services for or on behalf of MISC. Joint venture companies in which MISC is not a controlling stakeholder and associate companies of MISC are encouraged to adopt this Code or similar principles and standards.

MISC maintains the right to terminate business relationships with third parties who are found to be involved in such wrongdoings.

MISC requires its third parties that perform work or services for or on behalf of MISC to strictly adhere to this Code at all times.

# PART I

# **CORE VALUES & CULTURE**

# Part I : Core Values & Culture

## 1. Application

- 1.1. This Code applies to you in your capacity as a third-party conducting business with MISC and MISC requires the same level of integrity and business conduct from you, whether you are engaged as an agent, an intermediary, engaged to provide goods and/or services for, jointly with or on behalf of MISC or a counterparty in a business transaction with MISC. “Third Parties” refer to both individuals and corporate entities including but not limited to all contractors, sub-contractors, consultants, vendors, agents, representatives and other service providers performing/ providing works, supplies or services for or on behalf of MISC Berhad and its group of companies, joint venture (“JV”) partners, clients, banking and financial institutions/ lenders or otherwise. Your failure to comply may have severe consequences for both MISC and yourself, and may result in MISC requesting you to take remedial steps to remedy a breach, or even suspending or terminating business relationship with you, and seeking to enforce any other contractual right we may have against you for breaching this Code.
- 1.2. If you wish to direct your concerns on MISC unit or official, contractors, sub-contractors, consultants, agents, representatives, or other service providers, in lieu of contacting your MISC contact person, you may also contact the following whistleblowing channel platforms:
  - Email to [whistleblow@miscbhd.com](mailto:whistleblow@miscbhd.com)
  - Online submission via <https://whistleblow.misc.net.my/Whistleblowing/>
  - Call hotline +603-2264 0807 (Monday- Friday 9am to 5pm)

Please also refer to our Whistleblowing Policy available on MISC website for further information.
- 1.3. If there is any conflict between the law and the rule or policy set out in this Code, you should comply with the law. However, if there is any conflict between the local custom or policy with this Code, you are called upon to comply with this Code. If you perceive that a provision of this Code conflicts with the law in your jurisdiction, you should consult with your MISC contact person (as the case may be) rather than disregard this Code without consultation.



# Part I : Core Values & Culture

- 1.4. The provisions of this Code may be amended or waived by MISC from time-to-time at MISC's sole discretion.
- 1.5. This Code does not identify or set out every law, policy or procedure that may apply to Third Party in the course of business dealings with MISC. Third Parties are responsible to inform itself on concerning laws and other MISC policies and procedures that may be applicable, as a result of its engagement with MISC. This Code does not constitute legal advice.

## 2. Corporate Values and Culture

- 2.1. MISC is committed to the highest standards of integrity, openness and accountability in the conduct of the Group's business and operations. MISC seeks to conduct its affairs in an ethical, responsible and transparent manner.

## 3. Definitions

- 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 "Third Party(ies)" in this Code refer to both individuals and corporate entities including but not limited to all contractors, sub-contractors, consultants, vendors, agents, representatives and other service providers performing/ providing work, supplies or services for or on behalf of MISC Berhad and its group of companies, joint venture ("JV") partners, clients, banking and financial institutions/ lenders or otherwise.
- 3.3. For purposes of this Code, the term "family/household" includes spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of the household.

# Part I : Core Values & Culture

- 3.4. For purposes of this Code, the term “employee” means any person who is in the employment of MISC including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.
- 3.5. 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.
- 3.6. For purposes of this Code, the term “MISC contact person” means MISC’s focal that can be contacted by any third-party having business dealing with MISC.



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## PART II

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



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

## Part II A: Conflict of Interest

### **1. Duty Regarding Avoidance of Conflict of Interest**

- 1.1. A conflict of interest can exist when a Third Party is in a family relationship, associates or friends with an employee of MISC and takes advantage of the employee's role at MISC for the Third Party's benefit. The situation under which conflict of interest may arise includes, but is not limited to:
  - a) When the employee exercises its authority and give preference to the Third Party rather than to the interests of MISC.
  - b) When an employee has a financial interest in a Third Party and is involved in MISC's decision-making process relating to, or of relevance, to the Third Party.
  - c) When a Third Party provides fees, commissions or other benefits to an employee of MISC.
- 1.2. Prior to engagement with MISC, Third Party shall be required to declare to your MISC contact person on any situation of conflict of interest.

## Part II B: Fighting Corruption and Unethical Practices

### **2. Solicitation, Bribery and Corruption**

- 2.1. A Third Party is prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for itself 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 any of its business dealings, including MISC's affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to any of its business dealings, including MISC's affairs or business.
- 2.2. A Third Party may not directly or indirectly offer, promise or give 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 any of its business dealings, including MISC's affairs or business, or for showing favour or forbearing to show disfavour in relation to any of its business dealings, including MISC's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.

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

- 2.3. A Third Party should satisfy itself concerning the ethics and integrity status of any contractor, subcontractor, vendor, agent, consultant, representative, service provider or other person engaged to act for or on behalf of MISC or in relation to any of its business dealings, including MISC's affairs or business and confirm that the relevant party understands and accepts MISC's policies prohibiting improper solicitation, bribery and corruption. Contractors, sub-contractor, agent, consultant, representative, service provider and others must comply with such policies when performing work or services for or on behalf of MISC.
- 2.4. Even the appearance of conduct prohibited by this Section 2, or any other measure that is unethical or that may tarnish MISC's reputation for honesty and integrity, must be avoided.
- 2.5. If a Third Party receives a request for a bribe or if offered a bribe by MISC and/or any other third party in the conduct of its business dealings for MISC, a Third Party must reject the offer and such circumstances shall immediately be reported to MISC via MISC contact person or MISC's Whistleblowing Channels. Please go to <https://whistleblow.misc.net.my/Whistleblowing/>
- 2.6. 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.



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

### 3. Facilitation Payments

- 3.1. A Third Party is prohibited from, directly or indirectly, giving, accepting or obtaining or attempting to give, accept or obtain facilitation payments from any person for itself or for any other person subject to this Code.
- 3.2. 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.

### 4. Gifts and Entertainment

- 4.1. MISC has adopted a “No Gift” Policy whereby, subject only to certain narrow exceptions as provided in the MISC Anti-Bribery and Corruption Manual, a Third Party acting for or on behalf of MISC is prohibited from, directly or indirectly, receiving or providing gifts or entertainment.
- 4.2. In accordance with MISC No Gift Policy, MISC prohibits any Third Party from giving gifts or entertainment to any employees of MISC in the course of business dealings with MISC. Gifts and entertainment provided during on-going or potential business dealings between MISC and external parties can be perceived as creating a conflict of interest, or potentially a bribe. This may tarnish MISC’s reputation or be in violation of anti-bribery and corruption laws.

### 5. Public Officials

- 5.1. In the course of business dealings with MISC, a Third Party is prohibited from offering gifts and entertainment, including travel-related expenses, to public officials and/or their family/household members in connection with any transactions directly or indirectly relating to MISC for the purpose of improperly influencing the public officials to take action in favour of the Third Party or to refrain from taking action adverse to the Third Party.
- 5.2. In the course of business dealings with MISC, a Third Party is prohibited from paying for non-business travel and hospitality for any public official or his/her family/household for the purpose of improperly influencing the public official to take action in favour of the Third Party or to refrain from taking action adverse to the Third Party.
- 5.3. A Third Party must comply with local laws concerning lobbying in any jurisdiction where lobbying activities are performed by the Third Party on behalf of MISC.



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

- 5.4. In the course of business dealings with MISC, a Third Party may not offer or provide gifts or anything else of value to any person, such as an agent, consultant or contractor, if the Third Party knows or suspects that a public official or his/her family member will be the indirect beneficiary or recipient.
- 5.5. A Third Party must ensure that any contractors, sub-contractors, consultants, vendor, agents, representatives, or other service providers dealing with public officials as appointed on MISC's behalf are evaluated and informed of the provisions of this Code relating to restrictions on gifts and entertainment to public officials.
- 5.6. A Third Party shall not circumvent the prohibitions in this Section 5. A Third Party shall in every instance comply with the rules concerning solicitation, bribery and corruption set out in other sections of the Part II, as well as with applicable laws concerning bribery and corruption.
- 5.7. For 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 MISC.



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

### 6. Money Laundering and Counterparty Due Diligence

- 6.1. A Third Party must conduct appropriate counterparty due diligence against its third parties who have entered or will enter into any dealings or transactions with the Third Party in the course of its business dealings with MISC and to determine the origin and destination of money, property, and services arising from the business transactions. A Third Party must report to MISC of any suspicious transactions or suspected incidents of money laundering or bribery in relation to its business with MISC.
- 6.2. 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.

## Part II C: National and International Trade

### 7. Antitrust/Competition Law

- 7.1. In the course of business dealings with MISC, a Third Party must observe and comply with competition laws of all countries in which the Third Party operates and/or has business dealings with. A Third Party must ensure that its dealings with business partners (e.g., customers and suppliers), contractors, sub-contractors, competitors, vendors, agents, representatives and governmental authorities at all times reflect fair and proper business practices and are in compliance with the laws and regulations governing free and fair competition and monopolies.
- 7.2. It is MISC’s policy that if any Third Party acting on behalf of MISC engage in, participate in or suggest any conduct in violation of competition laws, the Third Party is deemed to be in breach of this Code.
- 7.3. Basic Principles
  - 7.3.1. As a general rule, a country’s competition law applies to all companies doing business in that country, regardless of whether these companies are established in that country or not.

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

### 7.3.2. Competition laws generally:

- a) Prohibit all agreements which have as their object or effect the prevention, restriction or distortion of competition to a material extent within the territory in which any such laws apply. Not only formal but also informal agreements fall within such prohibition.
- b) Prohibit companies holding a dominant position from exploiting their strong market power in an abusive way that may affect trade. A company is generally considered to have a dominant position if it is the principal supplier or purchaser of a given set of products/services in a geographic area and it is able to exercise a significant degree of market power over its customers or suppliers.
- c) Require prior merger control notification/filing to and clearance of the competent competition law authorities for mergers, acquisition and certain other transactions, which can be blocked if they significantly reduce competition on any relevant market.

### 7.4. Consequences of Competition Law Violations

Breaching competition laws can result in any or all of the following consequences:

- a) Extremely serious financial penalty (for instance, in Malaysia and the EU, up to 10% of the annual worldwide turnover of the entire group);
- b) Imprisonment for the involved employees and disqualification of directors in some jurisdictions;
- c) Damages claims brought by customers, competitors, and/or consumers who were harmed by the anticompetitive conduct;
- d) Adverse publicity (reputation), waste of internal resources, and additional costs (e.g., legal fees);
- e) Contractual implications (e.g., nullity of the contracts or the provisions that infringe competition laws); and
- f) Competition law related dispute resolution.

Please remember that a Third Party has a duty to inform MISC contact person as soon as identifying a situation which may put MISC in a breach of competition law rules.

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

### 8. Export and Import Controls, and Economic Sanctions Programmes

- 8.1. In the course of business dealings with MISC, a Third Party must ensure that relevant governmental approvals are obtained before exporting or importing goods, technology, software, or services across national borders for or on behalf of MISC.
- 8.2. Third Party must not bring restricted goods into a country without declaring them and must not import prohibited goods. A Third Party must meet import requirements when bringing goods or services into a country, ensuring duties, levies and taxes are paid and proper documentation is presented.
- 8.3. If a Third Party is involved in business concerning any countries, activities, organisations and persons sanctioned under relevant laws, the Third Party shall be required to make a declaration of its involvement with the sanctioned country and/or entity to MISC.

### Part II D: Assets of MISC

### 9. Responsibility for Assets, Facilities, Resources and Records

- 9.1. Access and possession of assets, facilities, resources or records belonging to MISC are provided to a Third Party on the basis of trust and confidence that they are to be used for MISC's business purposes. These assets may be tangible—for example, equipment, including computer hardware, or cash—or they may be intangible, such as intellectual property and computer software.
- 9.2. A Third Party is responsible for the safekeeping of all assets, facilities, resources and records belonging to MISC that are provided to the Third Party for the performance of its obligations with MISC. The Third Party must adhere to and comply with all MISC policies and procedures as amended and updated from time-to-time on the use of all assets, facilities, resources and records.
- 9.3. A Third Party must take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to MISC, the occurrence of which should be reported immediately to MISC. Regardless of condition or value, assets, facilities, resources and records belonging to MISC may not be misused, taken, sold, lent, given away or otherwise disposed of, or used for personal purposes, except with the appropriate specific authorisation of MISC.



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

- 9.4. Subject to applicable laws, a Third Party may be liable for any loss of or damage to assets, facilities, resources and records arising from its willful misconduct or negligence or careless action or as a result of action taken without MISC's approval, and any financial loss suffered by MISC may be recovered from the Third Party by any legal means. Within the limits of applicable law, MISC may at its discretion take any other action against the Third Party as considered appropriate by MISC, including reporting to the public authorities.

### Part II E: Confidentiality Obligations/Intellectual Property/Public Communications

#### **10. Confidentiality Obligations**

- 10.1. The business affairs, information and records of MISC comprising business, technical, financial, legal, personnel and contractual records, data and documents comprising e-mails, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements and/or other documents or computer/digital software/technology or files of whatever nature and information as to formulae, processes and manufacturing methods are all confidential information belonging to MISC. Such confidential information is strictly private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside MISC, except by persons authorised to do so. Third Party shall take all necessary precautions with respect to maintaining confidentiality of such confidential information.
- 10.2. A Third Party may not, either during or after its engagement with MISC, disclose, divulge or utilise without appropriate authorisation any such confidential information which may have come to its knowledge during its engagement with MISC under any previous contract of service with MISC and the Third Party must, both during and after its engagement with MISC, take all reasonable precautions to keep all such confidential information secret.

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

- 10.3. Except so far as may be necessary for the purpose of performing its duties a Third Party may not, without the consent of MISC, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which MISC may be or may have been interested and which have come into its possession by reason of its engagement with MISC. If upon termination of its engagement with MISC the Third Party is in possession of any confidential information or any such samples or specimens as aforesaid, the Third Party will deliver forthwith the same on or before the date of cessation of its engagement with MISC to MISC.

### 11. Personal Data Protection

- 11.1. Third Parties must comply with MISC Corporate Privacy Policy and with the personal data protection laws of every country in which the Third Party operates (where applicable).
- 11.2. A Third Party must ensure that, in the course of business dealings with MISC, the handling of personal data of any party from whom the Third Party collects or the Third Party collects on behalf of MISC e.g. personal data of customers, employees, shareholders, business partners, vendors, suppliers, service providers, governmental authorities, are at all times in compliance with MISC Corporate Privacy Policy and the laws and regulations governing personal data protection and privacy.
- 11.3. Any breach or violation of the MISC Corporate Privacy Policy or applicable personal data protection laws or regulations may be deemed as a violation of this Code.

### 12. Third Party Intellectual Property

- 12.1. A Third Party must comply with all laws, regulations and contractual obligations regarding the valid intellectual property rights of other parties, including patents, copyrights, trade secrets and other proprietary information.

### 13. Publication of Materials

- 13.1. Except with written permission of MISC, Third Party shall not publish or write any books or other works which are based on MISC's confidential information as described in Section 10.

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

## Part II F: Disclosure Duties

### 14. Duty to Report Breaches and Violations

- 14.1. If a Third Party becomes aware of a breach or potential breach of this Code or violation of other MISC policies or other legal requirements, the Third Party may report in writing to the MISC contact person. A Third Party may also disclose any alleged or suspected improper conduct using the Whistleblowing Channels provided for in the MISC Whistleblowing Policy. Go to <https://whistleblow.misc.net.my/Whistleblowing/>



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# PART III

## **WORKPLACE CULTURE & ENVIRONMENT**

# Part III : Workplace Culture & Environment

## 1. Significance of Safe, Secure and Conducive Workplace Environment

- 1.1. MISC is committed to providing, in collaboration with Third Party, 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.

## 2. Unlawful Discrimination

- 2.1. MISC will not tolerate unlawful discrimination in the workplace or on the job.
- 2.2. A Third Party must comply with laws in its local jurisdiction that prohibit workplace discrimination.

## 3. Sustainable Development

- 3.1. MISC is committed to sustainable development in order to help meet the world's growing energy needs through economical, environmental and socially responsible efforts.
- 3.2. A Third Party should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and neighbours; minimise disruptions to the community; lower emissions; minimise impact on ecosystems and biodiversity; and use energy, water and other resources more efficiently.





# Part III : Workplace Culture & Environment

## 4. Sexual Harassment

- 4.1. The promotion of the physical, emotional and psychological well-being of employees is an important objective of MISC. In this regard, MISC is committed to providing a conducive working environment where its employees' and Third Parties' rights to protection from all forms of sexual harassment and unsolicited or unwarranted sexual overtures and advances is assured.
- 4.2. Any act of sexual harassment, unsolicited and unwarranted sexual overtures and advances by a Third Party's employee against any of MISC's employees will be treated as a misconduct by the Third Party and may be reported to the relevant public authorities.
- 4.3. For the purpose of this Section 4, "sexual harassment" means:-  
Any unwanted or unwelcomed or unsolicited or unreciprocated conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological, or physical harassment to the recipient: -
  - a) That might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; and/or



## Part III : Workplace Culture & Environment

- b) That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his/her wellbeing.

Sexual harassment in workplace includes 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: -

- At work related social functions.
- In the course of work assignments outside the workplace.
- At work related conferences or training sessions.
- During work related travel.
- Over the phone.
- Through electronic media.





# Part III : Workplace Culture & Environment

## 5. Occupational Health, Safety and Environment

- 5.1. MISC is committed to providing a safe and healthy workplace for all employees and Third Party working at its facilities and minimising the impact of its operations on the environment.
- 5.2. Third Parties must conscientiously and diligently comply with all HSE requirements, measures, work rules and standard operating procedures set out in contracts, manuals, handbooks and documents issued by MISC as amended and updated from time-to-time and all applicable laws and regulations.

Third Parties must strive to reduce, reuse, recycle and recover waste by adopting industry good practice.



## Part III : Workplace Culture & Environment

### 6. Substance Misuse (Drug and Alcohol Abuse)

- 6.1. Substance misuse (as defined in item 6.3) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is MISC's 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 observe and comply with the policies and procedures on substance misuse issued by MISC as amended and updated from time-to-time, copies of which are available from MISC.
- 6.2. To ensure adherence to this policy, MISC may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws. Any Third Party who is found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse shall be barred from access to and working in MISC's premises at MISC's discretion. Subject to local laws in the jurisdiction of operation, Third Parties are required to consent to testing and searches conducted by any persons or laboratory authorised by MISC by signing relevant documents issued by MISC. Further, any Third Parties who undergo such testing must give consent to the release of the results to MISC.
- 6.3. Under this Code, "substance 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.
- 6.4. All Third Parties performing work for or on behalf of MISC and any other persons on MISC's premises 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 MISC standards.

# Part III : Workplace Culture & Environment

## 7. Workplace Bullying and Harassment

- 7.1. MISC will not tolerate workplace bullying and harassment in the workplace or on the job by a Third Party in the course of business dealings with MISC.
- 7.2. Workplace bullying is defined as persistent, offensive, abusive, intimidating, or insulting behaviour, which, makes the recipient feel upset, threatened, humiliated or vulnerable.
- 7.3. Workplace bullying can be in the form of verbal, physical, social or psychological abuse by another person or group of people at work.
- 7.4. Harassment is any systematic and/or continued unwanted physical, verbal or non-verbal conduct-based targeting, including but not limited to a recipient's marital status, gender, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.





## Part III : Workplace Culture & Environment

### 7.5. Example of Workplace Bullying and Harassment

- a) Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling or using that person as a joke that is hurtful, demeaning, insulting or humiliating, abusive and offensive remarks.
- b) Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- c) Gesture bullying: Non-verbal threatening gestures, glances or expressions that can convey threatening messages or hostility.
- d) Exclusion: Socially or physically excluding, isolating or disregarding a person in work-related activities.
- e) Cyber bullying.
- f) Ill-treating others: Using one's position to ill-treat or abuse others.
- g) Defaming, humiliating or discrediting others.



# PART IV

# **HUMAN RIGHTS**

# Part IV : Human Rights

## 1. Human Rights

- 1.1. MISC is committed to respecting human rights in all areas of its operations and our human rights commitment is applicable to all employees and Third Parties performing work for or on behalf of MISC and any other persons on MISC premises.
- 1.2. A Third Party shall not use child labour and shall employ persons who meet the applicable minimum legal age requirement to work in the country or countries in which the Third Party operates.
- 1.3. A Third Party shall not engage in or support human trafficking or modern slavery, including forced, bonded, or involuntary labour.
- 1.4. In compliance with MISC Human Rights Policy, we seek to work with Third Parties who share our values of integrity, committed to fighting bribery and corruption, and contribute to sustainable development.
- 1.5. MISC requires its Third Parties to:
  - 1.5.1. Respect internationally recognised human rights, complying with MISC's Code of Conduct and Business Ethics (CoBE) for Third Parties and all relevant legal requirements.
  - 1.5.2. Take reasonable steps to ensure policies and guidelines with respect to human rights are in place and adhered to by any party performing work and/or business for or on behalf of MISC. These policies and guidelines shall include labour rights, workplace health and safety, security, and conditions of employment. These policies and guidelines shall be made known to employees, workers, and contract personnel in languages they understand.
  - 1.5.3. Sign an attestation confirming compliance with these Principles.
  - 1.5.4. Identify, mitigate, and address human rights risks, at a minimum on risks relating to forced labour, child labour, labour rights, non-discrimination, freedom of association, and humane treatment ("material risks").
  - 1.5.5. Provide human rights awareness training to employees, workers, and contract personnel and ensure that all employees, workers, and contract personnel providing works or services to MISC attend the training.

## Part IV : Human Rights

- 1.5.6. Establish a grievance mechanism for its employees, workers, contract personnel and any party involved in providing works or services to MISC. This grievance mechanism shall be made known to them and in languages they understand. The grievance mechanism shall have appropriate follow-up measures while ensuring that the identity of the complainant is protected.
- 1.5.7. Systematically close actual and potential adverse human rights impacts through time-bound corrective action plans.
- 1.5.8. Provide access to remedy and cooperate in the resolution process of impacted stakeholders where the contractors have caused or contributed to adverse human rights impact.
- 1.5.9. Take reasonable steps to embed safeguards for human rights in supply chain processes; ensure appropriate governance frameworks are applied to non-compliant high-risk contractors and subcontractors.
- 1.5.10. Provide timely feedback to MISC regarding human rights performance as gathered through personnel engagements, questionnaires and other appropriate means as required.
- 1.6. In line with the above, Third Parties shall ensure adherence to the following material risks:
  - 1.6.1. **Forced Labour**, by not engaging or employing people, under any circumstances, against their own free will or engaging in bonded labour/debt slavery.
  - 1.6.2. **Child Labour**, by not employing children below the legal minimum working age requirement of any country.
  - 1.6.3. **Labour Rights**, by upholding the rights and welfare of their employees, workers, and contract personnel (both local and foreign) through compliance with all applicable laws and agreements related to compensation and working conditions. This includes adherence to minimum wage, overtime pay, legally mandated benefits, and the maximum number of working hours. Third Parties must also respect local laws or collective agreements that govern overtime work and holiday work, ensuring that their operations do not exploit employees, workers, and contract personnel and provide them with fair compensation for their labour.



## Part IV : Human Rights

- 1.6.4. **Non-Discrimination**, by not engaging in any form of unlawful discrimination based on race, ethnicity, colour, age, gender, gender identity or expression, sexual orientation, political beliefs, citizenship, national origin, religion, disability, parental status, economic/class status, or unrelated characteristic in hiring and employment practices.
- 1.6.5. **Freedom of Association**, by respecting the legal rights of employees, workers, and contract personnel to become members of a labour union or otherwise.
- 1.6.6. **Humane Treatment**, by respecting rights of employees, workers, and contract personnel and ensuring no harsh and inhumane treatment, including any form of mental or physical coercion, or verbal abuse of employees, workers, and contract personnel.
- 1.7. MISC will assess Third Parties' compliance from time to time. Failure by Third Parties to comply with the requirements set out in these Principles may result in actions taken by MISC, including terminating the non-complying party's relationship with MISC and other measures.
- 1.8. These Principles shall apply to any Third Parties performing work or services for or on behalf of MISC. It is the Third Party's obligation to ensure that any parties performing work and/or business to MISC for or on its behalf adhere to these Principles as well.



### Reference Document

[MISC CoBE Guide](#)

[MISC Anti-Bribery and Corruption Policy and Guidelines \(ABC Manual\)](#)

[MISC Human Rights Policy](#)



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