AET

CODE OF CONDUCT

AND

BUSINESS ETHICS

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FOREWORD BY THE PRESIDENT & CEO

Dear team,

This Code of Conduct and Business Ethics ("CoBE") will help you to understand your role in the company, both on a day to day basis as you go about your job, and in safeguarding the cultural beliefs, values, reputation, integrity and sustainability of AET globally. This is critical to the success of reaching our vision to consistently provide better energy-related maritime solutions and services, as well as safeguarding the well-being of the AET group and you as an employee.

The CoBE also reflects the increasing need for effective corporate governance in the conduct of the Group's business as we continue to grow internationally and set out your role in that duty. Our success depends on earning the trust of each other and our partners, including our customers, suppliers, Governments, investors, and the people and companies with which we work.

As you go about your internal and external facing responsibilities for AET, and as you strive to reach your targets, your compliance with and support for the letter and spirit of the CoBE will be vital to AET's continued success. Your failure to comply could have severe consequences for the Group and for you. The Code is supported by AET's policies and procedures which you are required to read and follow.

I know that you want to do the right thing and this CoBE provides you with advice on how to escalate concerns and raise issues with your line manager and through other channels when you are faced with difficult situations, as well as providing guidance on making sure your decisions and actions are ethical.

It is my expectation that we all adhere strictly to this CoBE whatever your position is and wherever in the world you are located.

Doing the right thing should always be the focus of your actions and behaviours and we will support you when you do.

Thank you for your support and commitment to the AET Group and the CoBE.



Nick Potter
President & CEO
AET
26 June 2026

GENERAL BUSINESS PRINCIPLES

We at AET are committed to making our company a leading energy based maritime logistics and solutions company of choice. We will base our progress upon the lessons and experiences that transformed AET into a versatile business entity, meeting the evolving challenges of global business, and maintaining the unique characteristics of an energy based maritime logistics and solutions company.

While we will maintain flexibility to adapt to changing conditions, the nature of our business requires a focused, long-term approach and the need to balance risks and rewards. We will consistently strive to improve through learning, sharing and implementing best practices. We will be disciplined and selective in evaluating the range of our capital investment opportunities. We will apply and extend technology through business-driven research and assume leadership in selected areas. We will implement appropriate measures to protect our personnel, physical assets, intellectual property and reputation.

In our globalization quest, we will seek opportunities in regions of the world where we can create value. We will work with existing and new partners who share our values, philosophy and business approach.

To this end, we aspire to achieve superior financial and operating results while adhering to the highest standards of business conduct. These objectives provide the foundation for our commitment to those with whom we interact. AET recognizes five core areas of responsibility:

Shareholders
We are committed to creating and enhancing long-term shareholder value using the principles of value-based management.

Employees
The high calibre of our workforce is a valuable competitive advantage. To build on this human capital we will strive to hire and retain the most qualified people available, offer them good and competitive terms and conditions of service, and maximize their opportunities for success through training and development. We are committed to maintaining a safe work environment enriched by diversity and characterized by open communication, trust, fair treatment, and respect.

Customers
Success depends upon our ability to consistently satisfy changing customer preferences. We pledge to continuously provide products and services that conform to requirements of both our internal and external customers.

Business Partners
We will seek mutually beneficial relationships with our counterparts, contractors, suppliers, financial institutions, and other entities with whom we do business.

Communities
We pledge that AET will be a responsible corporate citizen wherever it operates and will take into consideration the needs and aspiration of local communities.

Our measures of success are the extent to which we meet these commitments, the long-term value we create for our shareholders, the pride of our employees in their accomplishments, the satisfaction of our customers and all those with whom we do business, and the extent to which communities, both local and international, judge our activities as beneficial.

INTRODUCTION

At AET, integrity is the foundation of how we do business. Our success is measured not only by performance and results but also by the trust we earn from our stakeholders.

The Code of Conduct and Business Ethics ("CoBE" or "Code") defines the standards of behaviour and ethical conduct expected of everyone to whom it applies. The CoBE is the cornerstone of ethical decision-making and the trust we have built over the years.

Adopting a principles-based approach, each section of the CoBE outlines key principles, practical guidance, decision-making prompts, and references to related policies, standards, guidelines, and procedures that provide further guidance on specific subject matters. The Code translates our values into action, helping us make the right choices, especially in complex or uncertain situations.

Your compliance with and support for the letter and spirit of this Code is vital to AET's continued success. Your failure to comply may have severe consequences for the group and may result in disciplinary action against you.

In the event of any doubts or questions concerning the application or interpretation of this Code, please seek advice from your Head of Department, Corporate HR Department ("CHR") or Legal & Integrity Department. You may also refer to the "AET CoBE Guide," which provides guidance concerning the application of the Code.

PART I

Core Values and Culture

1. Application

1.1.

This Code of Conduct and Business Ethics (the “Code” or “CoBE”) is intended to apply to every employee of every AET group company worldwide. It is also intended to apply to every director (executive and non-executive) for those companies, except as otherwise stated in this Code. Joint venture companies in which AET is a non-controlling co-venturer and associated companies are encouraged to adopt these or similar principles and standards.

1.2.

Although this Code is written for AET group employees and directors, AET expects that Third Parties performing work or services for or on behalf of AET group companies will comply with it in relevant part when performing such work or services. The Code also applies to the contingent workforce, such as interns, apprentices, trainees, gig workers and volunteers. Failure by a Third Party to comply with the principles and standards set out in this Code may result in the termination of the non-complying party’s relationship with AET and other adverse consequences.

1.3.

Where this Code calls for a report to an AET unit or official, contractors, sub-contractors, consultants, agents, representatives or other service providers may, in lieu of contacting such unit or official, instead contact CHR, the contact details for which are set out at the back of this Code. Where this Code calls for a report to a Head of Department to be made by a director of an AET company, the report may instead be made to the company secretary for the relevant company.

1.4.

This Code will be implemented on a worldwide basis. In that regard, it replaces the existing AET Code of Business Ethics. Any misconduct committed before the effective date of this Code for your company will be dealt with under the Code of Business Ethics (or other applicable policies and terms and conditions of service) in effect for your company at the time of the misconduct.

1.5.

If a law conflicts with a rule or policy set out in this Code, you should comply with the law. If you perceive that a provision of this Code (as supplemented or modified for your jurisdiction by a Country Supplement, as described below) conflicts with the law in your jurisdiction, you should consult with your Head of Department, CHR or Legal and Integrity, rather than disregard the Code without consultation. However, if a local custom or policy conflicts with this Code, you are called upon to comply with this Code. If you have any questions about any of these conflicts, please consult your Head of Department, CHR or Legal and Integrity.

1.6.

The provisions of this Code may be amended or waived by AET from time-to-time in AET’s sole discretion. AET expects that waivers would only be granted in exceptional circumstances and then only in keeping with applicable law and AET’s policies and procedures. The provisions of this Code may be supplemented or modified for your jurisdiction through local guidelines that have been approved through CHR in consultation with Legal and Integrity. In particular, provisions concerning disciplinary procedures and actions for your jurisdiction may be set out in a Country Supplement for your jurisdiction. If no such provisions are set out in a Country Supplement for your jurisdiction, the standard disciplinary rules and practices for dealing with violations of company policy in your jurisdiction will apply, in every instance subject to the requirements of applicable law. In some jurisdictions, the Code may be implemented through a Staff Handbook or similar manual or document, which may address additional matters beyond the scope of the Code. Please contact your Head of Department, CHR or Legal and Integrity for information about the Country Supplement in effect for your jurisdiction (if any). Any such Country Supplement will be considered part of this Code for your jurisdiction.

1.7.

This Code does not identify or set out every law, policy or procedure that may apply to you in the performance of your role. You are responsible for informing yourself concerning laws and other AET policies and procedures that apply to you as a result of your role with AET. This Code does not constitute legal advice.

1.8.

To help you understand and interpret this Code, a user-friendly guide to the Code titled “The AET CoBE Guide” will be made available. You may obtain a copy of that guide from your Head of Department or CHR.

2. Corporate Values and Culture

2.1.

AET is committed to the highest standards of integrity, openness and accountability in the conduct of the group’s business and operations. AET seeks to conduct its affairs in an ethical, responsible and transparent manner.

2.2.

As an employee in the AET group, you have a duty to serve AET with good faith, fidelity, diligence and integrity. You are required to act in the best interests of AET and to refrain from engaging in conduct or activities which may adversely affect the best interests of AET. You are at all times required to:

- conscientiously maintain the highest degree of **integrity**,
- always exercise **proper care and judgment**,
- **avoid conflicts of interest**, and
- **refrain** from taking advantage of your position or exercising your authority to further your own **personal interest** at the expense of AET.

You must not conduct yourself in a way that undermines or damages AET’s confidence and trust in you. These duties are without limitation on duties imposed on you by law.

2.3.

AET expects that, throughout your time of service as an AET employee, you will: -

a) strive towards a high standard of professionalism;

b) give your undivided loyalty and devotion to AET at all times and on all occasions;

c) serve with honesty and integrity, goodwill and courtesy;

d) display group cohesiveness based on oneness of purpose together with a caring attitude for the individual;

e) uphold the duty of care for the interests and reputation of AET;

f) display a high sense of discipline, cooperativeness and diligence in carrying out your duties;

g) act consistently to maintain AET’s confidence and trust in you;

h) promote creativity and new approaches in the course of carrying out your work; and

i) comply with applicable laws, regulations and AET policies and procedures.

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 “you” in this Code refer to any person to whom this Code applies. Where more specific references are used (such as “employee”), the more specific reference is intended.

3.3.

“Third Party” means any individual or corporate entity that conducts business with or provides goods or services to, for, or on behalf of AET. This includes without limitation directors, officers, employees, vendors, agents, consultants, nominees, representatives, licensees, advisors, contractors, sub-contractors, joint venture partners, or any service provider.

3.4.

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

3.5.

For purposes of this Code, the term “employee” means any person who is in the employment of AET including but not limited to executives, non-executives, secretaries, secondees and individuals on direct hire.

3.6.

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

Please see the following Reference Documents:

- AET Anti-Bribery and Corruption Policy
- AET Anti-Money Laundering Policy
- AET CoBE Guide
- AET Competition Law Policy
- AET Diversity and Inclusion Statement
- AET Financial Policy
- AET Gift and Corporate Hospitality Policy
- AET Health, Safety and Environment Policy
- AET Human Rights Policy
- AET Intellectual Property (IP) Policy Statement for Technology
- AET Non-Retaliation Policy
- AET Privacy Policy
- AET Sanctions and Export Control Policy
- AET Security Policy
- AET Substance Misuse Policy
- AET Tax Policy
- AET Whistleblowing Policy

PART II

Duties Of Good Faith, Fidelity, Diligence and Integrity

Part II A:
Conflict of Interest

1. Duty Regarding Avoidance of Conflict of Interest

1.1.

A conflict of interest arises in any situation in which an individual is in a position to take advantage of his or her role at AET for his or her personal benefit, including the benefit of his or her family and friends. A conflict of interest can make it difficult for an individual to fulfil his or her duties impartially and correctly. A conflict of interest can exist even if it results in no unethical or improper acts. Even the appearance of improper influence in your decision-making may be an issue. A conflict of interest will undermine the values of good faith, fidelity, diligence and integrity in the performance of your duties and obligations as expected by AET. You must therefore avoid conflicts of interest between your personal dealings and your duties and responsibilities in the conduct of AET's business. In particular, the use of AET office position, confidential information, assets and other AET resources for personal gain, or for the advantage of others with whom you are associated, is prohibited.

1.2.

The situations under which conflicts of interest may arise include, but are not limited to:

a) when you, in the exercise of your authority, give preference to your interests or the interests of your family/household members, associates or friends rather than to the interests of AET;

b) when you are in a position to influence decisions that are to be made by AET with respect to dealings with a business, enterprise or entity owned or partially owned by you, your family/household members, associates or friends; and

c) when you compete with or against AET.

1.3.

In certain instances, a conflict of interest that has been fully disclosed to AET may be tolerated by AET (for example, because measures are taken to ensure that it poses no risks to AET). Any conflict situations should be cleared with CHR (or, in case of directors, with the relevant company secretary). A failure to disclose fully the nature and scope of the conflict of interest may result in disciplinary action against you.

1.4

Prior to engagement with AET, Third Parties are required to declare to their AET contact person any conflict of interest situation of which they are aware.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy

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

2.1.

You, the members of your family/household and your or their nominees and trustees, and any account or entity over which you or they have influence or control**, must not promote the formation** of any business, firm, corporation or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as "Equity") in:

a) privately held entities which derive any income or receive any payment from contractual or other business arrangements with AET;

b) privately held entities listed in AET's lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with AET; or

c) publicly held entities in which you or a member of your family/household holds a greater than 1% ownership interest and with respect to which you have the authority to make decisions in the course of your work at AET.

2.2.

Should a situation arise (for example as a result of inheritance or marriage) whereby you (or a member of your family/household) become, directly or indirectly, the owner of Equity in any entities identified above, you will be considered to be in a potential conflict of interest situation and you will be under a duty, as soon as you become aware of the situation, to inform your Head of Department or Corporate HR Department , Legal and Integrity (or, in the case of directors, the relevant company secretary) in writing of the circumstances. You must then consult with AET concerning the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, AET may give such instructions to you as it deems appropriate, which may include requiring you or other persons to dispose of the Equity in such entities.

Your failure to inform AET when a conflict of interest (or potential conflict of interest situation as described above) becomes known to you and/or failure to comply with the requirements of AET will be deemed to be a conflict of interest for which appropriate disciplinary action may be taken against you.

Conflicts of interest and potential conflicts of interest which have been fully disclosed and which are formally permitted by AET will not constitute violations of this Code.

2.3.

Separately from the prohibition in Section 2.1 and the mandatory disclosure obligation in Section 2.2, you are encouraged to declare any interest you, your family/household members, nominees or trustees, or any entity under your influence or control hold in the following, even where such interest is not otherwise prohibited by this Code:

a) Privately held entities;

b) Publicly held entities; and/or

c) Trusts, foundations, charitable organisations, not-for profit entities.

Please refer to the Reference Documents:

- AET CoBE Guide

3. Illustrative Examples of Where Conflict of Interest Arises and You Are a Party to Decision-Making

3.1.

You will be in a conflict of interest situation when you, a member of your family/household and/or your associates has an interest (whether in the form of directorships, partnerships, shareholdings or through agencies) in entities which are on AET's lists of registered contractors or which have contractual or supply arrangements with AET, and you are involved in any decision-making by AET relating to, or have dealings (whether directly or indirectly) with, such entities in the course of your duties with AET.

3.2.

You will also be in a conflict of interest situation when you are involved or expect to be involved in the hiring, supervision, management or career planning in respect of any of your relatives at AET.

3.3.

When such a conflict of interest situation becomes known to you, unless otherwise instructed by AET, you will abstain from participating in any AET decision-making or deliberations involving the entity or person and also avoid doing anything which could influence the decisions on such dealings, and will report such conflict of interest to CHR (or, in the case of directors, the relevant company secretary) promptly. Following such report, AET will give such instructions to you as it deems appropriate, which you must then heed.

3.4.

Appointment of an employee as a board of directors in an external company is strictly limited to nominations made by the Company. However, involvement as a board member in a family-owned company is limited to one entity and is subject to prior written approval from his or her HoD and Human Resources Department.

Please refer to the Reference Documents:

- AET CoBE Guide

4. Disclosures Giving Undue Advantage to Third Parties

You must not be involved with the commission or omission of any act which gives an undue advantage to an outside party in its dealings with AET, whether or not such act or omission results in you obtaining a personal gain, benefit or advantage in business transactions or dealings involving AET. Giving an outside party confidential AET information without appropriate authorisation in order to assist that party in securing AET business or for any other reason will be considered a violation of this restriction.

Please refer to the Reference Documents:

- AET Anti-Bribery and Corruption Policy
- AET CoBE Guide

5. Personal Transactions with AET Clients, Suppliers, Contractors and Vendors

5.1.

You may not, directly or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immoveable property or for the supply or purchase of any service from any of AET's clients, suppliers, contractors or vendors (or with their agents or representatives) with whom you have or are likely to have official dealings on behalf of AET, other than transactions or dealings on such terms as are freely available to the general public.

5.2.

If you, despite efforts to avoid transactions or dealings as aforesaid, are constrained nevertheless to act contrary to this prohibition, you must seek through your Head of Department express written permission of AET management for the conduct of such transactions or dealings, and must not proceed with them until such permission is obtained.

5.3.

The granting of the aforesaid permission will be subject to you satisfying AET that such transactions or dealings are not inconsistent with the due and proper performance of your duties or the fulfilment of your obligation to AET.

Please refer to the Reference Documents:

- AET CoBE Guide

Part II B :

Fighting Corruption and Unethical Practices

AET is committed to combating bribery and all forms of corruption and aims to uphold transparency and integrity throughout our business dealings, whether with governmental agencies, public sector stakeholders or private enterprises. AET requires its employees, directors and relevant third parties to do the same, as detailed in the following sections.

6. Solicitation, Bribery and Corruption

6.1.

An act of corruption by you has the effect of compromising the due and proper performance of your duties and the exercise of your authority, thereby undermining the integrity of the decision-making process and the decisions of AET concerning its business and affairs.

6.2.

You are prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for yourself 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 AET's affairs or business, or for showing favour or forbearing to show disfavour to any party in relation to AET's affairs or business.

6.3.

You shall not directly or indirectly offer, promise or give any bribe 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 AET's affairs or business, or for showing favour or forbearing to show disfavour to AET in relation to AET's affairs or business, whether in the form of a facilitation payment, kickback, donation, fee or any other form.

6.4.

You should satisfy yourself concerning the status and probity of any contractor, subcontractor, agent, consultant, representative or other person who you engage to act for or on behalf or AET or in relation to AET' affairs or business, and confirm that the relevant party understands and accepts AET's policies prohibiting improper solicitation, bribery and corruption.

Contractors, sub-contractors, consultants, agents, representatives and others must comply with such policies when performing work or services for or on behalf of companies in the AET group.

6.5.

You shall perform due diligence to assess the ethics and integrity of any third party, such as a contractor, sub-contractor, vendor, agent, consultant, representative, service provider or any other person whom you engage to act for or on behalf of AET, or in relation to AET's affairs or business.

If you receive a request for a bribe or if you are offered a bribe, you shall reject the offer and immediately report it to the AET Whistleblowing channel, your HoD, Legal and Integrity or your AET contact person, as the case may be.

6.6.

Even the appearance of conduct prohibited by this Section 6, or any other measure that is unethical or that will tarnish AET's reputation for honesty and integrity, must be avoided. If you are unsure whether an action is permitted, seek guidance from Legal and Integrity before acting.

6.7.

You shall not provide documents such as receipts/invoices that are false or contain false details involving a third party with the intention to deceive AET.

6.8.

If you receive a request for a bribe or if you are offered a bribe, you must report it to your Head of Department.

6.9.

If AET determines that a third party, such as a contractor, sub-contractor, vendor, agent, consultant, representative, service provider or any other person engaged to act for or on behalf of AET or in relation to AET's affairs or business, has been involved in any unethical or illegal activity, or has failed to adhere to applicable laws, AET may terminate the

relationship or take other disciplinary or remedial measures in respect of such third party, in accordance with applicable laws and the terms and conditions that govern the relationship of the parties.

6.10.

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. A bribe need not involve cash or another financial asset—it can be any kind of advantage, including the unpaid use of corporate services or property, loan guarantees or the provision of employment to the family or friends of people with whom AET deals.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy
- AET Whistleblowing Policy
- AET Non-Retaliation Policy

7. Receiving Facilitation Payments

7.1.

You are prohibited from, directly or indirectly, accepting or obtaining or attempting to accept or obtain facilitation payments from any person for yourself or for any other person subject to this Code.

7.2.

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.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy
- AET Whistleblowing Policy

8. Prohibition on Commissions, Discounts and Secret Profits

You must not, directly or indirectly, receive or obtain, in respect of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of AET, any discount, rebate, commission, service, interest, consideration of value or other benefit or payments of any kind (whether in cash or in kind) which is not authorised by AET’s rules, policies or guidelines.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy

9. Disclosure of Secret Profits or Gains

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 AET, must immediately disclose such receipt and he/she will be liable to render an account of the same and surrender any benefits and/or payments received to AET, subject to the requirements of applicable laws.

Please refer to the Reference Documents:

- AET CoBE Guide

10. Receiving Gifts and Entertainment

10.1.

AET has adopted a “No Gift” Policy whereby, subject to certain exceptions as provided in the AET’s Anti-Bribery and Corruption Policy. AET employees and directors, their family/household members or agents acting for or on behalf of AET are prohibited from, directly or indirectly, receiving or providing gifts.

10.2.

You shall abide by the “No Gift” Policy to avoid conflicts of interest or the appearance of a conflict of interest. Gifts and entertainment provided during on-going or potential business dealings between AET, and external parties can be perceived as creating a conflict of interest, or even potentially a bribe. This may tarnish AET’s reputation or be in violation of anti-bribery and corruption laws.

10.3.

You are responsible to inform external parties involved in any business dealings with AET of the “No Gift” Policy.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy

11. Providing Gifts and Entertainment

11.1.

You are required to comply with AET’’s policies and procedures relating to the giving of gifts and entertainment.

11.2.

AET prohibits the giving of entertainment or gifts using AET resources that are illegal or unduly dangerous, or indecent, sexually oriented or inconsistent with AET’s commitment to mutual respect, or for the purpose of improperly influencing someone to take action in favour of AET or to refrain from taking action adverse to AET. No gift of cash may be given. You should not pay for entertainment or a gift personally in order to avoid having to seek pre-approval or to otherwise circumvent AET policies.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Gift and Corporate Hospitality Policy
- AET Anti-Bribery and Corruption Policy

12. Public Officials

12.1.

You are prohibited from offering gifts or entertainment other than in accordance with AET’s policies and procedures relating to the giving of gifts and entertainment.

12.2.

You are prohibited from offering gifts and entertainment, including travel-related expenses, to government officials or their family/household members without permission from Head of Department.

12.3.

You are prohibited from paying for non-business travel and hospitality for any government official or his/her family/household members without permission from your Head of Department.

12.4.

You must comply with local laws concerning lobbying in any jurisdiction in which AET engages in lobbying activity. Prior to engaging in lobbying activities, you should obtain guidance from your Head of Department.

12.5.

You may not offer or provide gifts or anything else of value to any person, such as an agent, consultant or contractor, if you know or suspect that a government official or his/her family member will be the indirect beneficiary or recipient, other than as approved by your Head of Department.

12.6.

Any agent, contractor, or other representative dealing with government officials on AET's behalf must be evaluated and must be informed of the provisions of this Code relating to restrictions on bribery and gifts to public officials.

12.7.

You may not take action to circumvent the prohibitions in this Section 12. You must in every instance comply with the rules concerning solicitation, bribery and corruption set out in other sections of this Part II, as well as with applicable laws concerning bribery and corruption.

12.8.

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 AET.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy

13. Sponsorship and Donations

13.1

You must ensure that all sponsorships and donations are genuine and are not used as a disguise for bribery or as a means of circumventing this Code.

13.2

AET needs to be certain that all sponsorships and donations to any organisation, charity, or beneficiary are not disguised illegal payments to Public Officials, and must ensure that the organisation, charity or beneficiary does not act as a conduit to fund illegal activities in violation of anti-money laundering, anti-terrorism and other applicable laws.

13.3

You are required to use good judgment and common sense in assessing the requests. When in doubt, you should seek further advice from your Legal and Integrity Department or escalate the matter through your AET contact person to Corporate Communications to verify the authenticity of such requests.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Anti-Bribery and Corruption Policy

14. Anti-Money Laundering and Counterparty Due Diligence

14.1.

You must conduct appropriate counterparty due diligence to understand the business and background of AET's prospective business counterparties and to determine the origin and destination of money, property, and services. You must report to your Head of Department (or, if that is not practicable, Corporate HR or Legal and Integrity Department) suspicious transactions or suspected incidents of money laundering or bribery. You should not try to investigate a case of money laundering or bribery yourself. Your Head of Department, in consultation with other groups within AET, generally will be responsible for decisions in this regard.

14.2.

In this part, "money laundering" is generally defined as occurring when the criminal origin or nature of money or assets is hidden in legitimate business dealings or when legitimate funds are used to support criminal activities, including the financing of terrorism or development of weapons of mass destruction. Offences covered by anti-money laundering legislation include prejudicing or obstructing an investigation and failing to report suspicious activity.

14.3.

You must not knowingly deal with criminals or the proceeds of a crime.

14.4.

The amount, nature, purpose, and provider or recipient of any payment or transfer to or from AET group companies must be accurately reflected in the books and records of the group.

14.5.

You shall not establish bank, securities trading or similar accounts in the name of AET companies or for the benefit of AET without proper authorisation from the Finance Department.

Please refer to the Reference Documents:

- AET Anti-Money Laundering Policy
- AET CoBE Guide

Part II C : National and International Trade

15. Competition Law

15.1.

AET is committed to conducting its business activities in full compliance with applicable global competition laws.

15.2.

As a general rule, a country's competition law applies to all companies operating within its jurisdiction, irrespective of whether the companies are domestically established or based abroad.

Competition laws generally prohibit anti-competitive behaviour, in particular cartel-like agreements or coordination between competitors. Not only formal but also informal agreements fall within such prohibition.

Competition laws also prohibit abusive conduct by dominant companies. A company is generally considered to have a dominant position if it is able to exercise a significant degree of market power over its customers or suppliers.

Prior merger control notification and clearance of the competent competition law authorities may also be required for mergers and acquisitions transactions.

15.3.

You must ensure that your actions towards business partners (e.g., customers and suppliers), competitors 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. In this regard, you must fully comply with the competition laws of every country in which AET operates. In furtherance of this requirement, you are obligated to comply with the AET Competition Guidelines as in effect for your jurisdiction from time-to time, a copy of which is available from Legal & Integrity department.

15.4.

You shall avoid any anticompetitive behaviour. In particular, in dealing with competitors, you shall avoid any cartel-like agreements or coordination such as price-fixing, market sharing, bid-rigging etc. You should also be cautious when dealing with market-sensitive information, when participating in trade associations, when collaborating with competitors, and when entering into agreements with distributors. You should also ensure that all merger control requirements, including the necessary notification requirements, are considered when you undertake any merger and acquisition transactions.

15.5.

It is AET's policy that an employee participating in the violation of competition rules will be subject to disciplinary action. Any behaviour even suggestive of illegal anti-competitive activity is against AET's policy and any employee engaging in such conduct should expect to face disciplinary action by AET. In case of doubt concerning the compliance of your activities with competition rules, you must contact Legal and Integrity or your AET Contact Person.

15.6

Breaching competition laws can result in significant financial exposure for the company, including large fines and penalties, and other serious consequences including among other things the imprisonment and disqualification of directors, impact on business continuity and contractual implications (including nullity of contracts or provisions that infringe competition laws), and adverse publicity and reputational damage.

You have a duty to seek advice from Legal and Integrity or your AET contact person as soon as you identify a situation which you believe may put AET at risk of non-compliance with competition laws.

15.7.

Any mergers and acquisitions undertaken by AET may also be subject to foreign direct investment and foreign subsidies screening regulations in applicable jurisdictions, particularly where such investments involve certain sensitive sectors or strategic assets which relate to national security. In this regard, you should ensure that assessments be conducted to confirm compliance with these regulations.

Please refer to the Reference Documents:

- AET Competition Law Policy
- AET CoBE Guide

16. Sanctions and Export Control

16.1.

Being a global player, AET is committed to conducting its business activities in compliance with the relevant laws relating to sanctions and export control.

16.2.

In this context, you are required to observe and comply with applicable sanctions and export control laws in countries where AET has operations in and/or business dealings with. This is imperative as any breach to these laws could have severe consequences to AET.

16.3.

Sanctions laws are constantly changing and evolving, with different jurisdictions having different restrictions. Employees must keep themselves informed of the sanctions regime, the restrictions and the nature of transactions that are applicable to their entity.

16.4.

AET needs to be able to consider the potential impact of export control laws and economic sanctions programmes before transferring goods, technology, software or services across national borders by whatever means. In this regard, if you are involved with imports or exports, you must have proper authorisation from your Head of Department before exporting or importing goods, technology, software, or services across national borders for or on behalf of AET.

16.5.

You must not bring restricted goods into a country without declaring them and you must not import prohibited goods. You must meet import requirements when bringing goods or services into a country, ensuring duties, levies and taxes are paid and proper documentation is presented.

16.6.

If you are involved in international business for or on behalf of AET, you must inform yourself concerning the countries, organisations and persons sanctioned under laws applicable to you or your AET group employer. The sanctions area is complex, so you should consult with your Head of Department or Legal and Integrity concerning any questions or uncertainties.

16.7.

You must comply with AET policies and procedures in effect from time-to-time regarding export and import controls, boycotts and economic sanctions programmes.

Please refer to the Reference Documents:

- AET Sanctions and Export Control Policy
- AET CoBE Guide

Part II D :
Assets of AET

17. Responsibility for Assets, Facilities, Resources and Records

17.1.

Insofar as you have possession of or are given access to assets, facilities, resources or records belonging to AET, that possession or access is provided on the basis of trust and confidence that they are to be used for the furtherance of the interest of the businesses of AET. 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.

17.2.

You are responsible for the safekeeping of all assets, facilities, resources and records belonging to AET that are provided to you for the performance of your duties. You must diligently give heed to and strictly comply with the AET policies and procedures as amended and updated from time-to-time on the use of all assets, facilities, resources and records.

17.3.

You must further take all necessary steps to prevent theft, loss, damage to, or misuse of assets, facilities, resources and records belonging to AET, the occurrence of which should be reported immediately to AET. Regardless of condition or value, assets, facilities, resources and records belonging to AET 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 AET.

17.4.

Subject to applicable laws, you may be liable for any loss of or damage to assets, facilities, resources and records arising from your wilful misconduct or negligence or careless action or as a result of action taken without AET's approval, and any financial loss suffered by AET may be recovered from you by way of deduction from your salary or other means. Within the limits of applicable law, AET may at its discretion take any other action against you considered appropriate by AET, including reporting you to the public authorities.

17.5.

You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of AET's books and records.

Please refer to the Reference Documents:

- AET CoBE Guide

Part II E:
Financial Integrity

18. Internal Controls and Procedures

18.1.

You must comply with all policies and procedures established from time-to-time to safeguard and support the integrity and accuracy of AET's books and records and financial reporting. In this regard, you must not, for example: -

a) conceal, alter, destroy or otherwise modify AET records or documents other than in accordance with established, ordinary course procedures (and in no case impede or frustrate an investigation or audit or conceal or misstate information);

b) intentionally make a false or misleading entry in a record, report, file or claim (including travel and entertainment expense reports);

c) establish accounts, companies or arrangements to circumvent or frustrate AET's controls, policies or procedures;

d) fail to cooperate fully and truthfully with internal and external audits authorized by AET; or

e) engage in any scheme to defraud anyone of money, property or honest services.

18.2.

You must also comply with all policies and procedures established from time-to-time concerning the preparation, maintenance and disposal of AET financial books and records.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Financial Policy

19. Tax

19.1.

AET is a responsible taxpayer that complies with all applicable tax laws and regulations.

19.2.

AET and its employees are also guided by relevant framework, guidelines and code of ethics issued by relevant tax authorities, local and international bodies that advocate tax compliance, tax transparency, model legislation, tax risk management, tax best practices as well as upholding professional conduct and ethics when dealing with tax related matters.

19.3.

You shall always uphold a high standard of honesty, transparency and ethical behaviour in ensuring compliance with tax requirements according to but not limited to the following principles:

a) Ensure the confidentiality, correctness and integrity of tax-relevant information and data gathered, sourced and applied when performing tax processes which include tax compliance and tax advisory.

b) Disclosure of tax information and data to third parties shall be authorised by the relevant approving authority.

c) Tax-related information shall be presented fairly and complying with tax laws and regulations. Any recommendations must be based on sound interpretation of the law and factual evidence.

d) Maintain cooperative working relationship with tax authorities and provide full and accurate disclosures as required by them.

e) Refrain from undertaking tax positions that are speculative or unsanctioned by the management that could expose the organisation to unidentified or unassessed tax risks.

f) Avoid making decisions and engaging in activities that could directly or indirectly facilitate tax evasion or avoidance of taxation obligations, and report improper conduct related to tax that may lead to non-compliance.

g) Maintain sufficient skills and knowledge to carry out duties efficiently and stay updated with changes in tax legislation.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Tax Policy

Part II F:
Confidentiality Obligations / Intellectual Property / Public Communications

20. Confidentiality Obligations

20.1.

The business affairs and records of AET comprising business, technical, financial, legal, personnel and contractual records and documents comprising telegrams, e-mails, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements or other documents or computer software or files of whatever nature and information as to formulae, processes and manufacturing methods are all confidential information belonging to AET. Such confidential information is strictly private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside AET, except by persons authorised to do so. All necessary precautions are to be taken by you with respect to the confidentiality of such confidential information.

20.2.

You may not, either during or after your employment or engagement, disclose, divulge or utilise without appropriate authorisation any such confidential information which may have come to your knowledge during your employment or engagement under any previous contract of service with AET and you must, both during and after your employment or engagement, take all reasonable precautions to keep all such confidential information secret.

20.3.

Except so far as may be necessary for the purpose of performing your duties you may not, without the consent of AET, retain or make originals or copies of such confidential information or notices thereof, nor retain samples of specimens in which AET may be or may have been interested and which have come into your possession by reason of your employment or engagement. If on termination of your employment or engagement you are in possession of any confidential information or any such samples or specimens as aforesaid, you will deliver forthwith the same on or before the date of cessation of your employment/engagement to AET without being asked, except insofar as consent to retain them has been given to you by AET.

20.4.

In the course of your relationship with AET, you may have established contacts and relationships with AET's vendors, suppliers, contractors, principals and other business partners. You will not at any time during your relationship with AET, or for a period of two years after the cessation of your relationship with AET (or for whatever other period of time as may be specified in the terms of your engagement or Country Supplement to this Code applicable to you), whether by resignation or otherwise, make use of business opportunities arising from your relationship with AET or cause or attempt to cause the diversion of such business opportunity from being exploited by AET or cause or attempt to cause the termination of contracts, agencies or other business relationships of AET without first obtaining the prior consent of AET.

20.5.

You will not at any time, after the cessation of your tenure with AET, whether by resignation or otherwise, use AET's confidential information in breach of your post-tenure obligations to maintain the confidence of such confidential information.

20.6.

While AET may hire persons who have knowledge and experience in various technical areas, you must not on behalf or for the benefit of AET employ people as a means of gaining access to the trade secrets and other sensitive proprietary information of others.

Please refer to the Reference Documents:

- AET Privacy Policy
- AET CoBE Guide

21. Personal Data Protection

21.1.

AET is committed to complying with applicable privacy and personal data protection laws, and to ensuring that our collection, use, processing and storage of personal data relating to our employees, contractors and directors, and the third parties with whom we work, is consistent with our high standards.

21.2.

To the extent your position and role result in your dealing with personal data, you shall also comply with applicable laws and regulations governing personal data protection of the relevant jurisdictions.

21.3.

You shall also ensure that your handling of personal data of any party from whom you collect personal data, including customers, employees, shareholders, business partners, vendors, suppliers, service providers and governmental authorities, is at all times in compliance with AET Privacy Policy and other applicable internal policies, standards, guidelines and procedures governing personal data protection.

21.4.

Breaches of personal data protection laws may result in severe consequences including financial penalties, regulatory action and reputational damage.

21.5.

If you are uncertain about whether your personal data processing activities comply with applicable laws and regulations or relevant internal policies, or if you become aware of a situation that may place AET at risk of non-compliance, you should contact your Head of Department or the Legal and Integrity Department.

Please refer to the Reference Documents:

- AET Privacy Policy
- AET CoBE Guide

22. Insider Dealing

22.1.

You must protect the confidential business information of MISC, AET and its counterparties, and never use it for your own benefit or the benefit of other persons—especially not to trade in shares or other securities or to recommend or cause a third-party to do so.

22.2.

You are required to abide by all applicable laws on insider dealing, which generally is when you trade in shares or other securities while in possession of material non-public information or when you share such information with someone else who then trades in those shares or other securities. In particular, you must not deal in the securities of MISC group companies (or in other speculative dealings with regard to those securities) while in the possession of material non-public information. We expect all directors, employees, their respective families/households and others whose relationships with AET give them access to such information to comply with these principles, along with other laws, regulations and policies concerning the handling of confidential information. “Material non-public information” is generally non-public information which on becoming generally available, a reasonable person would expect it to have a material effect on the price of the value of securities, such that a reasonable investor would consider it important in making a decision whether to buy or sell those securities. The restrictions described here also apply to “price sensitive information” or other similar types of information in jurisdictions where the applicable insider trading laws make reference to those types of information.[23]

22.3.

You are also required to abide by all applicable laws on securities market abuse, which involves spreading false information or engaging in activities designed to manipulate the market for publicly traded securities.

23. Inventions and Computer Programmes

23.1.

In this Section,

a) “data sets” refers to collections of data or information owned, controlled or provided by AET, its affiliates or any third party designated by AET.

b) “intellectual property” means any patent, know-how, copyright, industrial design, lay-out designs of integrated circuit, trade name, trade secret, invention, trademark, service mark, confidential information, data set, right of confidence, whether registered or unregistered, including any application for registration of the foregoing, in relation to any materials (including inventions, computer programmes or results of technological research), and any other intellectual property or industrial property right of any nature whatsoever subsisting under the law at any time, in any part of the world.

c) “invention” includes any new or improved substance, material, plant machinery or apparatus produced or capable of being produced by manufacture, any new or improved method or process of manufacturing or of testing or of sampling, and any discovery in a field of science or applied technology.

d) “computer programme” includes any computer programme, software, script or other computer instruction relating to AET’s business or operations.

23.2.

AET encourages you to be inventive and innovative. Such inventiveness and innovation are part of the normal duties owed by you to AET.

23.3.

Subject to the requirements of applicable law, the ownership of inventions, computer programmes or results of technological research made by you or to which you have contributed whilst working for AET or in the course of discharging your duties or employing AET resources, data and/or time, will be vested with AET. Nevertheless, subject to the requirements of applicable law, AET may reward you as it may deem appropriate, in its discretion.

23.4.

Further to Section 23.3 above, you may not file for any trademarks, patents or registered designs or claim copyright in your own name for or in such inventions, computer programmes or results of technological research.

23.5.

You may not, without the written consent of AET, disclose such inventions, computer programmes or results of technological research or any information relating thereto to any person whomsoever except to AET and its duly authorised agents.

23.6.

Without prejudice to its rights under this Section, AET is prepared, in special cases, to consider requests from you for permission to publish original papers, in an appropriate form, whenever in the opinion of AET the subject matter thereof is considered to be of benefit to the community and its disclosure will not be disadvantageous to AET.

Please refer to the Reference Documents:

- AET CoBE Guide

24. Third Party Intellectual Property

24.1.

You 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. You must not infringe on the protected intellectual property rights of other parties. You must take reasonable steps to ascertain that information, data, materials or technology (including digital software or solutions) that you use or reproduce in the course of your work, employment or engagement does not infringe any intellectual property rights of any third parties.

25. Publication of Materials

25.1.

Except with the written permission of AET, you will not publish or write any books or other works which are based on AET’s confidential information as described in Section 18.1.

25.2.

If permission is granted, it will be subject to the following conditions:

a) the proposed publication will not be published in such a way as to state or imply that it has received official support or backing or sponsorship from AET; and

b) the proposed publication will not, under any circumstances, bear the words “AET approved publication” or words to that effect, however phrased, that could be construed to suggest that the publication has been agreed to or approved by AET.

25.3.

Certain categories of employees (e.g., certain engineers and technologists) in the AET specialist programme (if such programme is available) are not subject to the conditions described in Section 22.2, but permission for the publication of books, articles, journals, presentation material or other works based on AET’s confidential information is still required to be obtained from their relevant Head of Department or Vice President. Questions in this regard may be directed to your Head of Department.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Intellectual Property (IP) Policy Statement for Technology

26. Making of Public Statements

26.1.

Irrespective of whether in your personal or official capacity, you will not either orally or in writing or in any form on any platform (including on social media websites) make or circulate any public statement on the policies or decisions of AET or discuss publicly any measure taken by AET or any official matter taken or carried out by you, unless you are duly appointed or authorized to make such statement on behalf of AET.

26.2.

You will not, either orally or in writing or in any other form (unless you are appointed or authorised as aforesaid), make any public statement or comment on any matter relating to the work of the department or organisation in which you are or were employed, or relating to any organization with which AET has dealings: -

a) where such statement or comment may reasonably be regarded as indicative of the policy of AET;

b) where such statement or comment may embarrass or is likely to embarrass AET;

c) where such statement or comment may compromise the interests and reputation of AET; and/or

d) where such statement or comment may impact operational, financial, or cause legal harm to AET.

26.3.

In this Section, “public statement” or “discuss publicly” includes the making of any statement or comment to the press, magazines, periodicals or the public or in the course of any lecture or speech or the broadcasting thereof by sound, vision or electronic means. It also applies to every kind of correspondence including mail, electronic documents, instant messages, websites, social media tools, blogs, paper documents, facsimile, podcast, voice and voicemail recordings.

Please refer to the Reference Documents:

- AET CoBE Guide

27. Giving of Reference

Save insofar as required in the course of normal business or expressly authorised by the Company to support applications under Company-sponsored or endorsed programmes, you may only give reference in a non-AET capacity, and no use will be made of AET’s name or stationery with AET’s logo or any corporate identifier. Where a reference is provided on a non-AET basis, you are duty bound to inform the party who seeks your reference that your reference is given strictly in that non-AET capacity.

28. Information Technology and Systems

28.1.

You must not upload, download, send or otherwise access or store pornography or other indecent or offensive material using AET premises, equipment or systems. Sending or forwarding obscene, libelous, defamatory, offensive, racist remarks or any material which amounts to workplace bullying and harassment is strictly prohibited. If you receive materials of this nature, you must promptly notify AET management.

28.2.

You must not upload, download, send or otherwise access material that is likely to cause annoyance, inconvenience, or offense to your colleagues, including inappropriate jokes.

28.3.

The AET IT and communications systems are to be used for AET work and business purposes only.

28.4.

You must not send personal e-mails using AET e-stationery or displaying AET headers or footers, or otherwise suggesting that such communications are authorised by AET.

28.5.

You must not use personal e-mail addresses and services to send or receive AET confidential information. Similarly, you must not allow automatic forwarding of electronic mail to external mail addresses.

28.6.

You must not disable or circumvent AET IT security measures.

28.7.

When using AET IT and communications systems, conducting AET's business or acting for AET's benefit, you must not deliberately conceal or misrepresent your identity. You should not send e-mail messages using another person's e-mail account unless you have proper authorisation from the owner of the e-mail account.

28.8.

You may not forge or attempt to forge e-mail messages.

28.9.

You should not send or forward unsolicited e-mail messages.

28.10.

You must avoid sending confidential information via electronic messaging (e.g., SMS) or other unsecure messaging channels, and, if this is unavoidable, the information must be secured (e.g., with encryption, password).

28.11.

The installation of third party software in or connection of hardware to AET IT systems or equipment without the prior approval of your Head of Department is prohibited.

28.12.

You must not employ AET IT and communications systems to:

a) conduct fraud;

b) run your own business;

c) view, download, copy, illegally share, process or post information in a way that infringes the relevant content provider's intellectual property rights;

d) send chain letters, make solicitations for money or gifts, or make personal offers to sell products, for charitable fundraising campaigns, political advocacy efforts, religious efforts, or private non-AET commercial purposes;

e) commit "cybercrimes," such as spam attacks, hacking, IT sabotage, spying, and creating or sending viruses;

f) send malicious rumours or transmit derogatory or indecent materials; or

g) otherwise engage in activities that could damage AET's business or reputation.

28.13.

If you discover or suspect any actual or potential incident that could compromise the security, integrity, confidentiality, operation or availability of AET hardware, systems or data, or any disclosure of confidential information, you must immediately contact the ICT Service Desk or other relevant authority. System users are not allowed to attempt to prove a security weakness by engaging in unauthorised activity.

28.14.

You must use AET IT and communications systems in a responsible and professional manner consistent with this Code and other AET IT policies and procedures in effect from time-to-time, including the AET Information Security Policy, which sets out more detailed and comprehensive guidelines for the preservation of information security and the use of the systems, and any relevant social media policies.

28.15.

AET may search and monitor your e-mails and Internet usage conducted through AET IT or communications systems and equipment, subject to the requirements of local laws and regulations. You should not assume that any use of AET's communications devices or systems is private.

28.16.

You must safeguard passwords and other means of shielding AET's information systems from unauthorised access, including by following the password protection protocols established by AET from time-to-time.

28.17.

You must comply with AET policies and procedures regarding records retention, whether with regard to electronic or hard copy records, in effect from time-to-time.

28.18.

Contractors and other parties authorised by AET to use AET computer systems must comply with AET's IT policies and ICT security baseline procedures in effect from time-to-time.

Please refer to the Reference Documents:

- AET CoBE Guide

29. Social Media

29.1.

You must comply with all applicable AET policies, standards, guidelines and procedures governing the use of social media and public messaging systems.

29.2.

You are required to exercise good judgment and act responsibly when engaging on social media platforms and public messaging systems, whether in an official or personal capacity while respecting the rights and dignity of others.

29.3.

Misuse of social media platforms and public messaging systems may expose AET to reputational, operational, legal, and regulatory risks and may also result in serious cybersecurity breaches. Such misuse may also infringe upon the rights or wellbeing of others, including through acts such as online harassment, discrimination, or unauthorised disclosure of personal information.

29.4.

Only employees, directors and third parties authorised under the relevant Limits of Authority may act on behalf of AET on AET owned social media accounts, and solely within the areas of expertise for which such approval has been granted.

29.5.

Authorised individuals posting on AET owned social media accounts on behalf of AET, you shall comply with the following requirements:

a) Observe principles of integrity and professionalism by ensuring that information is accurate and conforms to relevant policies.

b) Any unauthorised sharing, posting, or distribution of AET information, images or content that could threaten security, compromise operations, or disclose proprietary or personal information, is strictly prohibited.

c) Behave in a respectful, ethical, culturally and situationally sensitive manner. This includes avoiding content that may be discriminatory or disrespectful toward individuals or communities based on race, gender, religion, nationality, or other protected characteristics.

d) Respect and protect AET's employees, business partners and stakeholders.

e) Respect the copyright, trademark and intellectual property rights of AET and third parties.

f) Refrain from using personal accounts to conduct AET business or share AET information.

g) Use only AET-approved or contracted/licensed systems and platforms to communicate, transmit, or store AET information.

h) Always treat AET information in accordance with its appropriate data classification level.

29.6.

When posting on or communication via social media in your personal capacity, you shall comply with the following requirements:

a) Ensure, any content, comments, or activities that reference AET in any way must comply with Section 29.5.

b) Clearly distinguish your personal opinions from AET's corporate position, using disclaimers where appropriate.

c) Refrain from posting or sharing any content that is or may be perceived as threatening abusive or insulting, including hate speech, misinformation, cyberbullying, identity information of any person (doxing), or any other harmful or offensive material, regardless of whether harm was intended to be caused by any means whatsoever.

29.7.

The term "social media" includes all forms of social networking platforms and public messaging systems, including instant messaging apps, blogs, forums, and unauthorised email services.

29.8.

AET reserves the right to monitor all activities conducted on its computing systems, including use of social media and public messaging platforms, as well as any communications transmitted through company networks.

29.9.

Your failure to comply may have severe consequences on AET. Should any of your social media activities be found or deemed to breach this Section 29 or have any negative impact to AET's image and reputation, AET has the right to take the necessary disciplinary action against you, subject to the requirements of applicable law.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Privacy Policy

30. Responsible Artificial Intelligence (AI)

30.1

You shall ensure the development, implementation and use of AI systems are ethical, responsible, transparent and is in compliance with applicable laws and AET's internal policies, standards, guidelines, and procedures.

30.2

You shall ensure that any development, implementation and use of AI systems is aligned with business objectives, and societal impact considerations. Any misuse or unethical application of AI should be reported immediately in accordance with this Code.

30.3

You must not, under any circumstances, use AI for unethical purposes that compromise, including but not limited to, AET's reputation, human rights, safety, fairness, and societal well-being.

Please refer to the Reference Documents:

- AET Privacy Policy
- AET Human Rights Policy
- AET CoBE Guide

Part II G :
Conduct Contrary to Duty to Serve Diligently

31. Outside Employment or Gainful Activities

31.1.

As an AET employee, you are expected to demonstrate a high level of commitment and focus on your work responsibilities and ensure that your employment obligations to AET are met, including avoiding any activities which may conflict with AET's interest.

31.2.

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

Dual employment is where an employee holds a full-time position and payroll with one employer and takes on an additional employment with another employer either full-time or part-time.

31.3.

The granting of permission under Section 31.2 will be subject to you satisfying AET that such dual employment will not interfere with or compromise the proper performance of your duties or the fulfilment of your obligations to AET.

31.4.

Any permission granted may be withdrawn at any time at the sole discretion of AET without the need for assigning any reason thereof.

31.5.

AET employees may not take up other gainful activity or be involved in any outside business activities. If you are already engaged in any other activity or involved, either directly or indirectly, in the management or business activities of any other company or companies, firms, corporations or other business activities, you should disclose your activity to AET through your Head of Department or CHR.

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

31.6.

If your gainful activity impacts your ability to serve AET with good faith, fidelity, diligence and integrity, AET reserves the right in its absolute discretion to take action or give appropriate instructions to you in relation to your gainful activity, which you will comply with.

Please refer to the Reference Documents:

- AET CoBE Guide

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

32.1.

Generally, AET wishes to encourage you to participate in unpaid voluntary public service, recreational activities, sports and other community activities outside working hours. Whilst such activities outside working hours are encouraged, such activities must not be permitted to interfere with your duties and responsibilities during normal working hours.

32.2.

The general rule is that if a AET employee is invited to serve on local bodies, or as an appointed or elected club official, the employee is required to disclose his or her activity to Head of Department immediately upon being so appointed or elected and must be able to balance the outside activities with his or her full-time AET employment. The employee must be able to discharge his or her dual responsibilities satisfactorily, both in respect of the time taken up by the outside activity and the nature of his or her full-time duties. At all relevant times, the employee must ensure that his or her duties and obligations to AET, as well as the interests of AET, are not compromised.

32.3.

AET recognises the role of employees who are elected officials of a labour union which has been duly accorded recognition by AET and their participation in union activities which are in compliance with the relevant labour legislation.

32.4.

Charitable donations of (or employing) AET resources must be preapproved by your Head of Department and may not be used to circumvent or avoid any of the provisions of this Code (particularly the prohibitions on bribery).

32.5

You shall not make use of AET assets and resources for any activities related to your appointment.

Please refer to the Reference Documents: • AET CoBE Guide

33. Political Activities

33.1.

AET does not support political parties or individual politicians and does not take part in political activities or party politics. AET recognises that employees, in their capacity as citizens, may wish to involve themselves in legitimate political activities. While AET does not wish to discourage employees from doing so, in order that AET 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, for such matters. Employees must not make any representation that their involvement is on behalf of or with the support of AET.

33.2.

In order not to compromise the interests of AET, employees who wish to stand for State, Federal and/or material elections are required to resign from AET, subject to the requirements of applicable law.

33.3.

You must not use your position with AET to try to influence any other person (whether or not employed by AET) to make political contributions or to support politicians or their parties in any country without approval from your Head of Department.

33.4.

You shall not make any contribution or incur any expenditure using AET assets and resources to benefit any political campaign, party or politician in any country.

33.5.

AET facilities, equipment, assets and resources may not be used for any political campaigns or party functions. Charitable donations may not be used as a substitute for prohibited political payments.

Please refer to the Reference Documents: • AET CoBE Guide

34. Prohibition of Action as Editor of Newspapers or Any Form of Publication

An employee will not act as the editor, or take part directly or indirectly in the management of any publication, including newspapers, magazines or journals, or blogs except for the following: -

a) department or staff publications;

b) professional publications; and

c) publications of non-political or voluntary organisations.

Approval shall be obtained from HoD in consultation with HR Department.

Please refer to the Reference Documents: • AET CoBE Guide

35. Participation in the Media

35.1.

An employee may not participate in any form of advertisement or broadcasting whether in the newspapers, magazines, radio or television or any other media, without prior written consent from AET.

35.2.

An employee may be allowed to contribute literary or academic articles to any publications (for example newspapers, magazines or journals), provided that prior written permission from AET is obtained.

35.3.

Employees shall be mindful and adhere to the following at all times:

a) not to disclose AET's confidential information on personal social media accounts or on any other accounts, including by way of comments;

b) to be mindful of the copyright, trademark and intellectual property rights of AET and other organisations or individuals;

c) to protect AET's brand and reputation, and to observe principles of integrity and professionalism when publishing content; and

d) not to make any statement on behalf of AET unless you are the designated or authorised spokesperson.

Please refer to the Reference Documents:

- AET CoBE Guide

Part II H :
Disclosure Duties

36. Your Duty to Report Breaches and Violations

36.1.

If you find or suspect that another person subject to this Code may have committed or may be about to commit any breach of any of his/her terms and conditions of service, of his/her engagement, or of this Code, or to violate other AET policies or procedures or applicable law, whether deliberately or through inadvertence, you must forthwith report the same, in writing, to your Head of Department, CHR or Legal and Integrity department or other accessible channels for raising concerns and grievances as provided by AET.

36.2.

You may also disclose any alleged or suspected improper conduct using the procedures provided for in the AET Whistleblowing Policy as adopted for your jurisdiction, a copy of which is available from CHR.

36.3.

If you make a report or disclosure as stated above in reasonable belief that a breach or violation as aforesaid may have occurred or may be about to occur, you will not be penalised or subject to any form of victimisation or retaliatory action notwithstanding that, after investigation, it is shown that you were mistaken. Any form of reprisal by a person subject to this Code against another person who in reasonable belief has made a report or disclosure as stated above is forbidden and will itself be regarded as serious misconduct rendering the person engaged in the reprisal liable for disciplinary action. This includes blatant actions, such as firing, transferring, demoting or publicly attacking someone, and more subtle retaliation, such as avoiding someone, leaving him or her out of professional or social activities, and so on.

36.4.

The provisions of this Section 36 are not intended to invalidate grievance procedures and/or disciplinary action processes and procedures at your group company, and are subject to the procedures and restrictions in force for your jurisdiction.

Please refer to the Reference Documents:

- AET CoBE Guide

37. Disclosure of Overpayments

37.1.

AET shall recover any overpayment of salary, allowances, expenses, claims, or other compensation or benefits in excess of your entitlements to the extent permissible by law. You will be notified in advance of any such recovery and provided with the opportunity to clarify or address any concerns relating to the recovery of overpayment.

37.2.

If you find that you have received overpayments of salary, allowances, expenses, claims or other compensation, or benefits in excess of your entitlements, you must immediately inform your immediate superior and the department responsible for such payments or benefits and then forthwith refund any such overpayments to AET. Failure to disclose such overpayment may constitute misconduct and may result in disciplinary action against you.

37.3.

Recovery of such overpayments may be made by deducting from your salary, subject to applicable laws and, where required by such applicable laws, your consent. AET may also pursue recovery through civil proceedings, which may include initiating legal action to reclaim any outstanding amounts.

Please refer to the Reference Documents:

- AET CoBE Guide

PART III

Workplace Culture and Environment

1. Significance of Safe, Secure and Conducive Workplace Environment

1.1.

AET is committed to providing, in collaboration with you, 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.

1.2.

AET is also committed to promoting the physical, emotional, and psychological well-being of all employees by providing a safe, healthy, and respectful working environment.

Please refer to the Reference Documents:

- AET Human Rights Policy
- AET CoBE Guide

2. Unlawful Discrimination and Equal Opportunity

2.1.

AET will not tolerate unlawful discrimination in the workplace or on the job.

2.2.

In making employment decisions, including hiring, evaluation, training, promotion, development and compensation, you shall apply objective criteria, including qualifications, merit, performance and business considerations, with a view to providing equal opportunity for everyone.

2.3.

You must comply with laws in your local jurisdiction that prohibit workplace discrimination.

2.4.

You should understand the value of diversity and inclusion, and must not discriminate against any individual, including in employment or hiring practices, in accordance with the applicable AET policies.

2.5.

You should report any actual or suspected discrimination that you observe or become aware of, whether the behaviour is directed towards an employee or a third party performing work or services for or on behalf of AET, to your Head of Department, CHR, the relevant AET contact person or other accessible avenues for raising concerns and grievances provided by AET.

Please refer to the Reference Documents:

- AET Diversity and Inclusion Statement
- AET Human Rights Policy
- AET Whistleblowing Policy
- AET CoBE Guide

3. Fostering a Just Transition

3.1.

AET is committed to advancing a just transition that respects human rights and ensures that stakeholders - especially our employees, suppliers, and communities - have access to equitable opportunities for socio-economic growth.

3.2.

You should aim to create lasting social benefits; safeguard the health and safety of employees, contractors and communities, and minimise disruptions to the community and the environment.

4. Dress Code

4.1.

Dress code requirements may vary in different countries where AET operates in recognition of the cultural and religious diversity within AET.

4.2.

Wherever you are based, you should always be dressed in a neat, professional, appropriate and decent manner during office working hours and while performing your duties, in a way that reflects the standards of the business and your role.

4.3.

All employees should comply with more specific rules concerning attire that may be set out in any Country Supplement to this Code applicable to them or otherwise established by AET for the workplace. You must also comply with any dress code requirements imposed by AET for legitimate purposes, including health and safety and other considerations relevant to your role or the business environment. This includes mandatory use of personal protective equipment, where applicable.

Please refer to the Reference Documents:

- AET CoBE Guide

5. Sexual Harassment

5.1.

AET upholds your right to protection from all forms of sexual harassment, including unsolicited or unwarranted sexual overtures and advances, and is dedicated to ensuring a conducive and inclusive workplace for all.

5.2.

The act of sexual harassment, unsolicited and unwarranted sexual overtures and advances will be treated as misconduct.

5.3.

For the purpose of this Section, “sexual harassment” means:-

Any unwelcomed conduct of a sexual nature in the form of verbal, non-verbal, visual, psychological or physical harassment:-

a) that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his/her employment; or

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 any employment related 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; and
- through electronic media.

Please refer to the Reference Documents:

- AET CoBE Guide

6. Non-Business Workplace Relationships

6.1.

When employees have relationships which go beyond professional relationships and social friendships, such relationships may create conflicts of interest as well as opportunities for exploitation, favouritism or bias. Such relationships can also undermine core values, such as respect and trust amongst staff, and impact upon the reputation and integrity of AET. These relationships create a real likelihood of disaffection, disharmony and significant difficulties for the parties concerned as well as for other co-employees of AET.

6.2.

While AET respects employees' right to privacy and personal relationships, such non-business workplace relationships are discouraged as they may result in real or perceived conflict of interest, favouritism or undue influence which may be construed as misconduct. Your terms of employment may impose additional requirements with respect to workplace relationships.

6.3.

There is a basic conflict of interest when you manage someone with whom you have a family, romantic or intimate relationship. Even if you act properly, your relationship may be seen as influencing your judgment and creating bias. Accordingly, you must disclose such relationship and, for the benefit of other employees and maintaining a safe and unbiased atmosphere in the workplace, you may not supervise, directly or indirectly, any employee with whom you have such a relationship. Any information you provide to AET in connection with the disclosure of your non-business workplace relationship will be treated as confidential and will not be disclosed to other employees or members of AET, unless required or necessary to address the situation and strictly on a need-to-know basis.

Please refer to the Reference Documents:

- AET CoBE Guide

7. Workplace Bullying and Harassment

7.1.

AET will not tolerate workplace bullying and harassment in the workplace or on the job. The workplace is not limited to a physical office or working hours. It also includes digital communication tools that can be accessed outside of working hours.

7.2.

Workplace bullying is defined as offensive, abusive, intimidating, hostile or insulting behaviour, which makes the recipient feel upset, threatened, humiliated, intimidated, offended, degraded, denigrated, alienated or vulnerable. Workplace bullying and harassment can be in any form such as verbal, physical, social or psychological abuse by another person or group of people.

7.3.

Workplace harassment is any systematic and/or continued unwanted physical, social, psychological, verbal or non-verbal conduct-based targeting protected characteristics, 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. Behaviour that constitutes bullying and is connected to a protected characteristic is likely to be considered harassment.

7.4.

Workplace bullying and harassment can take many forms such as:

a) Verbal: 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: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

c) Gestural: Non-verbal threatening gestures, glances or expressions that can convey threatening messages or hostility.

d) Cyber: Use of digital communication tools (e.g., social media, messaging apps, emails) to harass, threaten, embarrass, or target another person repeatedly and intentionally.

e) Exclusion: Socially or physically excluding, isolating or disregarding a person in work-related activities.

f) Ill-treating others: Using one's position to ill-treat or abuse others.

g) Defaming, humiliating or discrediting others.

7.5.

You should report any actual or suspected workplace bullying and harassment in the workplace or on the job that you observe or become aware of, whether the behaviour is towards an employee or a third party performing work or services for or on behalf of AET, to your Head of Department, the relevant AET contact person, or other accessible avenues for raising concerns and grievances as provided by AET.

Please refer to the Reference Documents:

- AET CoBE Guide

8. Borrowing Money

8.1.

You will not, under any circumstances, borrow money from your subordinate or from AET contractors, subcontractors, consultants or suppliers. You may, however, stand surety for your subordinates or other persons subject to this Code for loans taken from AET based on AET's prevailing policy.

8.2.

Subject to the foregoing and to any other restrictions that are applicable to you, you may borrow money from any person or stand as surety or guarantor for any borrower provided that you do not in any manner place yourself under any serious obligation to any person:

a) who is, directly or indirectly, subject to your official authority; or

b) with whom you have or are likely to have official dealings.

Please refer to the Reference Documents:

- AET CoBE Guide

9. Occupational Health, Safety and Environment

9.1.

AET is committed to providing a safe and healthy workplace for all employees, contractors and others involved in its operations, in accordance with applicable legal requirements and company standards, working at its facilities and minimising the impact of its operations on the environment.

9.2.

Everyone on AET's premises must conscientiously and diligently comply with all HSE requirements, measures, work rules and standard operating procedures set out in manuals, handbooks and documents issued by AET as amended and updated from time-to-time and all applicable laws and regulations.

9.3.

Everyone on AET's premises must strive to reduce, reuse, recycle and recover waste by adopting industry good practice.

9.4.

You must report any HSE incidents, near misses or unsafe conditions that you observe or become aware of to your Head of Department, the relevant AET contact person or other accessible avenues for raising concerns and grievances as provided by AET.

Please refer to the Reference Documents:

- AET Health, Safety and Environment Policy
- AET Security Policy
- AET Whistleblowing Policy

- AET CoBE Guide

10. Substance Misuse (Drug and Alcohol Abuse)

10.1.

The Company prohibits the use or possession of drugs or substances that may impair performance or judgement during working hours, on its premises, while operating machinery or performing work duties. This applies even if the substances are legal in certain jurisdictions, and employees must report to work free from the substances.

10.2.

Substance misuse (as defined in Section 10.4) can impair performance at work and can be a threat to health, safety and the environment. Hence, it is AET'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 AET as amended and updated from time-to-time, copies of which are available from Corporate Health, Safety, Security & Environment (CHSSE). The consumption of legally prescribed psychoactive drugs is permitted for the treatment of identified illnesses, subject to prior approval by AET management with authority over the relevant premises or activity.

10.3.

To ensure adherence to this policy, AET may conduct unannounced testing and searches for substances of misuse in accordance with its policies and subject to the requirements of applicable laws. Any persons covered by this Code who are found to have unauthorised possession of any substance of misuse or who test positive for any substance of misuse are

considered to have committed an act of misconduct which may render them liable for disciplinary action, including termination. Subject to local laws in the jurisdiction of operation, employees are required to consent to testing and searches conducted by any persons or laboratory authorised by AET by signing relevant documents issued by AET. Further, employees who undergo such testing must give consent to the release of the results to AET.

10.4.

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.

10.5.

AET contractors and subcontractors and other third parties performing work for or on behalf of AET and any other persons on AET'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 AET standards.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Substance Misuse Policy

11. Human Rights

11.1.

You shall understand and comply with AET's policies, standards, guidelines and procedures with respect to human rights. In compliance with AET Human Rights Policy, AET seeks to work with those who share our values of integrity, are committed to fighting bribery and corruption, and contribute to sustainable development. AET requires Third Parties that perform work or services for or on behalf of AET to respect internationally recognised human rights and comply fully with applicable laws, and the provisions set out below.

11.2.

AET prohibits the use of child labour in its operations and business activities. AET commits to employ persons who meet the applicable minimum legal age requirements to work, complying with relevant ILO standards on minimum age for performing hazardous works in the countries in which it operates, subject to applicable law. AET shall refuse to work with Third Parties that may be non-compliant with these principles.

11.3.

AET shall not engage in or support human trafficking or modern slavery, including forced, bonded, or involuntary labour, and shall refuse to work with any contractors or other Third Parties that may be non-compliant with these principles.

11.4.

All contractors must sign an attestation confirming that their workforce is entirely free from forced or child labour and human trafficking and must stay compliant with this policy.

11.5.

Participation in all human rights related training and briefing is necessary as and when required by AET.

11.6.

In addition, AET requires Third Parties that perform work or services for or on behalf of AET to:

a) 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 AET. 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.

b) Sign an attestation confirming compliance with these Principles.

c) 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”).

d) 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 AET attend the training.

e) Establish a grievance mechanism for its employees, workers, contract personnel and any party involved in providing works or services to AET. 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.

f) Systematically close actual and potential adverse human rights impacts through time-bound corrective action plans.

g) Provide access to remedy and cooperate in the resolution process of impacted stakeholders where contractors have caused or contributed to adverse human rights impact.

h) 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.

i) Provide timely feedback to AET regarding human rights performance as gathered through personnel engagements, questionnaires and other appropriate means as required.

11.7

In line with the above, Third Parties that perform work or services for or on behalf of AET shall ensure adherence to the following material risks:

a) **Forced Labour**, by not engaging or employing people, under any circumstances, against their own free will or engaging in bonded labour/debt slavery.

b) **Child Labour**, by not employing children below the legal minimum working age requirement of any country.

c) **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.

d) **Non-Discrimination**, by not engaging in any form of unlawful discrimination based on race, ethnicity, colour, age, 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.

e) **Freedom of Association**, by respecting the legal rights of employees, workers, and contract personnel to become members of a labour union or otherwise.

f) **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.

11.8

AET may 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 AET, including terminating the non-complying party's relationship with AET and other measures.

11.9

These Principles shall apply to any Third Parties performing work or services for or on behalf of AET. It is the Third Party's obligation to ensure that any parties performing work and/or business to AET for or on its behalf adhere to these Principles as well.

Please refer to the Reference Documents:

- AET Human Rights Policy
- AET CoBE Guide

PART IV

Discipline, Disciplinary Process and Sanctions

1. Importance of Good Conduct and Discipline

1.1.

The maintenance of discipline, good conduct and decorum amongst the employees of AET is critical to the smooth running of its business or enterprise and is for the common good of AET and its employees.

1.2.

The term “misconduct” means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to AET and includes a breach of discipline or violation of this Code, the terms and conditions of the employment, express and implied, or the rules and regulations as set out in any handbooks, policies or procedure statements or in any documentation of AET.

1.3.

The following acts may be treated as misconduct for which a person covered by this Code may be liable for disciplinary action, subject to the requirements of applicable law: -

i. insubordination;

ii. tardiness;

iii. absenteeism;

iv. smoking or vaping in non-designated areas;

v. violation of ZeTO rules or any AET safety rules;

vi. carrying of any dangerous weapons into AET’s premises or assets or having in possession any dangerous weapon;

vii. tailgating;

viii. violent behaviour or threats of violent behaviour (includes assaults and fighting, whether with employees, clients, contractors, or visitors to AET’s premises);

ix. committing theft, fraud, misappropriation or assisting others in the theft, fraud or misappropriation of AET’s property;

x. being dishonest or conducting oneself in such a manner as to lay oneself open to suspicion of dishonesty;

xi. negligence, neglect or dereliction of duty;

xii. sleeping while on duty;

xiii. deliberate damage to AET’s property;

xii. leaving the workplace during working hours without approval;

xiii. sexual impropriety at the workplace;

xiv. Unauthorised consumption, possession, distribution, purchase or sale of any substance of misuse or being under the influence of any such substance within the Company premises or while conducting business or while working;

xv. signing in or signing out attendance for other employees;

xvi. sexual harassment;

xvii. workplace bullying and harassment;

xviii. obstructing other employees from performing their duties;

xix. gambling within the premises of AET or during working hours;

xx. non-observance of safety precautions or rules, or interfering or tampering with any safety devices installed in or about the premises of AET;

xxi. engaging in any illegal or unethical practices such as taking or giving bribes or receiving any illegal gratification whether in monetary terms or otherwise;

xxii. engaging in other employment/business whilst in the service of AET, without the permission of AET;

xxiii. any act which could adversely affect the image or reputation of AET;

xxiv. misuse of AET's computer and telecommunications systems (e.g., excessive accessing of non-work-related internet sites (such as social networking websites), accessing of pornographic sites and deliberate tampering with or unauthorised use of computer hardware or software);

xxv. taking retaliatory actions against persons in situations where they are protected by the AET Non-Retaliation Policy;

xxvi. conducting themselves in a manner that can be reasonably construed as lacking in efficiency;

xxvii. breaching any policies or prohibitions set out within this Code; and

xxviii. taking measures in circumvention of the policies and prohibitions set out in this Code.

xxix. failing to observe all statutory laws and regulations applicable to AET's business and operations;

xxx. failing to comply with applicable AET established rules and procedures, including but not limited to limits of authority (LOAs) and AET Technical Standards;

xxxi. criminal conviction due to personal conduct or any act associated with AET;

xxxii. condonation or failure to take action against any disciplinary issues or misconduct;

xxxiii. falsifying, tampering with or altering any document in the course of employment or submission thereof;

xxxiv. providing false or misleading information or declaration, including but not limited to qualification, work experience, certification or credentials, during the hiring process or at any point during employment; and

xxxv. wilful withholding of information, including intentionally failing to disclose important information during an investigation by AET.

1.4.

The above list of types of misconduct is not to be taken as exhaustive and, for the avoidance of doubt, the said list does not detract from the meaning of misconduct as set out in Section 1.2 of Part IV above.

1.5.

Without limitation upon the foregoing, a person covered by this Code will strictly:-

a) observe all statutory laws and regulations applicable to AET's business and operations; and

b) comply with AET's established rules and procedures, including but not limited to LOAs.

1.6.

Subject to the requirements of applicable law, disciplinary action may be taken against any person covered by this Code for misconduct or for non-compliance with such laws, regulations, rules and procedures.

2. Disciplinary Process and Sanctions

Provisions relating to disciplinary procedures and actions in your jurisdiction are set out in AET's Disciplinary Policy. Standard disciplinary rules and practices for addressing violations of company policy will apply, subject to applicable law. Further information in this regard may be obtained from CHR.

Please refer to the Reference Documents:

- AET CoBE Guide
- AET Health, Safety and Environment Policy
- AET Non-Retaliation Policy
- AET Substance Misuse Policy
- AET Whistleblowing Policy

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