

# MEO Group Code of Conduct

Adopted by the Board of Directors on 1 March 2010

(Revised and approved by the Board of Directors on 16 December 2020)



# Content

	<u>Page</u>
<b>Section 1: Purpose and Applicability of the Code of Conduct (the “Code”)</b>	<b>3</b>
<b>Section 2: Reporting Suspected Breach of the Code, Whistleblowing, and Investigation</b>	<b>3</b>
<b>Section 3: Consequences of Breach of the Code</b>	<b>4</b>
<b>Section 4: Who to Speak to if You Have Questions</b>	<b>4</b>
<b>Section 5: Scope of the Code (Your Obligations)</b>	<b>5</b>
<b>1. Compliance with the Laws and Regulations</b>	
<b>2. Conflicts of Interest</b>	<b>5</b>
<b>a. Gift and Donation</b>	
<b>b. Financial Interests in Other Businesses</b>	
<b>c. Corporate Opportunities</b>	
<b>d. Personal Relationship</b>	
<b>e. Outside Membership, Directorship, Employment, and Public Office</b>	
<b>f. Use of Company Name</b>	
<b>3. Competition and Fair Dealing</b>	<b>6</b>
<b>4. Anti-Corruption and Anti-Bribery</b>	<b>7</b>
<b>5. Money Laundering and Financing of Terrorism</b>	<b>7</b>
<b>6. Privacy and Confidentiality</b>	<b>7</b>
<b>7. Safeguard and Proper Use of Company Assets and Email</b>	<b>7</b>
<b>8. Employment Practices</b>	<b>7</b>
<b>a. Zero Tolerance Policy</b>	
<b>b. Diversity Policy</b>	
<b>c. Drug and Alcohol Policy</b>	
<b>d. Health, Safety, Quality and Environment Policy</b>	
<b>9. Record-Keeping</b>	<b>9</b>
<b>10. Public Communication and Disclosures</b>	<b>9</b>

## Section: 1

### Purpose of the Code of Conduct (the “Code”)

Miclyn Express Offshore Limited (“**MEO**”) and its subsidiaries, joint ventures and the associated and affiliated companies (collectively, the “**Group**”) are committed to maintaining the highest level of integrity and ethical standards in all business practices. The Code:

1. Serves as a benchmark for professional behaviour throughout the Group;
2. Builds on the Group’s business reputation and corporate image;
3. Provides a guideline to report suspected breach of the Code to designated persons, and how designated persons are to conduct investigations on the alleged breach of the Code; and
4. Creates awareness and informs employees and company directors of the potential consequences if they were to breach the Code.

### Applicability of the Code

The Code is applicable to all employees and company directors of MEO Group. The “employees” shall include permanent, temporary, and contractor employees.

## Section 2: Reporting Suspected Breach of the Code, Whistleblowing, and Investigation

### 1. Reporting Channel

#### a. What to report:

- i. A description of the suspected breach of the Code;
- ii. Date(s) and time(s) of the suspected breach of the Code;
- iii. Full name of the person(s) involved and the person(s)’ designation; and
- iv. Evidence(s) or other information that can be provided to assist in further investigation.

b. **Internal Channel:** Via your manager, Group Human Resources (HR) Manager, Group General Counsel, or Group Governance, Risk & Control (GRC) Manager.

c. **External Channel:** Via an independent whistleblowing administration service agent (“**RHT Corporate Advisory Pte Ltd**”), which is located in Singapore. MEO Group’s external stakeholders (e.g. customer and suppliers) may use this channel as well.

- i. By phone: +65 8484 6288 (Monday to Friday, 9 a.m. to 6 p.m. Singapore time; GMT +8)
- ii. By email: [wb-meo@rhtcorporate.com](mailto:wb-meo@rhtcorporate.com)
- iii. By post:

**MEO WB**  
**c/o RHT Corporate Advisory Pte Ltd**  
Six Battery Road, # 10-01  
Singapore 049909

For the whistleblower, when you are reporting the suspected breach of Code, you must provide your full name, designation (if applicable), and contact details to RHT. This is to avoid a hoax. Do note, however, that when **RHT Corporate Advisory Pte Ltd** compiles

the information and presents the report to the Group GRC Manager and Audit Committee (AC) Chairman, the whistleblower's personal details will be omitted.

#### **Confidentiality and Retaliation**

MEO Group will make every effort to protect the whistleblower's identity and confidentiality of the report. The whistleblower's identity may be disclosed in the course of investigation if it is deemed necessary, after giving due consideration to the severity of the allegation(s) reported, and the ability of investigators in confirming the allegation(s) from other sources.

**NO PERSON SHALL BE SUBJECT TO ANY RETALIATION FOR MAKING A GOOD FAITH REPORT OF ANY BREACH OF THE CODE.** The protection from retaliation also extends to a person who may be called as a witness, or asked to participate in the investigation arising from such report. Any person who believes he/she is subject to any retaliation should make a report of the same in accordance with the procedures in this Code of Conduct.

## **2. Investigation**

When an allegation is made through the above-mentioned reporting channel(s),

- a. A preliminary verification will be conducted by Group GRC Manager, in consultation with Group HR Manager and Group General Counsel. The allegation will be disregarded if it is found that the fact is not true or incomplete;
- b. Group GRC, in consultation with Group HR Manager and Group General Counsel, will propose to the AC Chairman and/or Group C-Suites if the circumstance warrants an investigation; and
- c. The AC Chairman and/or Group' C-suites shall retain the right to:
  - i. Engage Group GRC Manager or other party to perform an investigation, in consultation with Group HR and Group General Counsel; and
  - ii. Impose any disciplinary or remedial action.

In the course of the investigation, all employees are expected to co-operate fully with the directions of the Group GRC Manager or other authorised person investigating the report. If necessary, the manager of the suspected employee will be kept informed of the investigation.

## **Section 3: Consequences of Breach of the Code**

If an individual is found to have breached the Code, depending on the nature and seriousness of the breach, appropriate disciplinary actions may be taken against the individual, ranging from counselling to dismissal, or termination of the contract or engagement (in extreme circumstances). The Group will act objectively and in accordance with any applicable provisions or requirements in an employment contract.

The Group reserves the right to inform the appropriate authorities if it deems that there was or has been criminal activity, or an apparent breach of the laws and/or regulations.

## **Section 4: Who to Speak to If You Have Questions**

If you have any questions regarding the Code, you should contact Group GRC Manager, Group HR Manager or Group General Counsel via email.

## Section 5: Scope of the Code (Your Obligations)

### 1. Compliance with the Laws and Regulations

You should comply with all applicable local and foreign laws and regulations of your country and the countries where the Group operates and conducts its business. You should promptly alert your manager, Group HR Manager, Group General Counsel or Group GRC Manager if you become aware of any deviation(s) from the applicable laws and regulations that affects the Group's operation and/or business.

You are encouraged to seek guidance from your managers or other appropriate local or Group personnel if you have any questions as to whether any particular laws and regulations apply or how such laws and regulations may be interpreted. **ALWAYS ASK FIRST AND ACT LATER.**

### 2. Conflicts of Interest (COI)

COI arises if in the course of your employment or engagement with the Group:

- Any of your decisions lead to improper gain or benefit to you or your associate; or
- Your personal interests, the interests of an associate or relative or obligation to some other person or entity, conflict with your obligations to the Group.

COI could arise in dealings among MEO Group employees, and also between you and MEO Group or others (e.g. customers, suppliers etc.). You should recognise and avoid situations which may result in a COI.

The following are some common COI situations you must avoid:

#### a. Gifts, donations, or any other benefits-in-kind

You and members of your family should not solicit or receive/give **unreasonable** gifts, donations or any other benefits-in-kind from/to MEO Group's suppliers, potential suppliers, customers, potential customers, potential employees, or any other individual or organisation **at any time, on or off the work premises**. The gifts, donations or any other benefits-in-kind, include but not limited to gifts, donations, food and beverages, meals, entertainment, product discounts (which are not extended to all employees), flight tickets, hotel stays, etc.

**Any gifts, donations, or any other benefits-in-kind that is/are more than US\$50 per occurrence shall be deemed as unreasonable.** Should you receive gifts, donations or any other benefits-in-kind below this US\$50 threshold limit, you may retain it but you must declare it to your immediate manager and Group GRC Manager.

#### b. Financial interest in other businesses

You should avoid having significant ownership interest or personal financial interest in any other organisation(s) if that interest compromises or appears to compromise your loyalty to MEO Group.

You must disclose all personal financial interests that you or members of your family have in the organisation(s) that are having or will be having a business relationship with MEO Group as part of your onboarding process and during the semi-annually COI Declaration exercise.

Personal financial interests include, among other thing, interests resulting from the following relationship:

- Officer, director, employees or independent contractor;

- Ownership of shares or other equity interest;
- Debtor or creditor (other than in respect of personal financial arrangements with a recognised financial institution, such as mortgages); or
- Lessee or lessor.

**c. Corporate opportunities**

You are prohibited from taking opportunities that are discovered through the use of corporate property, information or your position with the Group for personal gain. For example, if you learn of a business or investment opportunity through the use of corporate property, information or your position with the Group, you are prohibited from participating in the business or making investment in the opportunity.

**d. Personal relationship**

You should perform your duties to the Group free from any COI arising from a personal relationship. For example, a COI will arise from a personal relationship if you have a family, business or personal relationship (including a personal financial interest, sharing living quarters or a romantic relationship) with any other employees within the Group and that relationship causes, or might reasonably be anticipated to cause, an inability on your part or their part to perform duties objectively and impartially as far as the other party to the relationship is concerned.

You must disclose all COI arising from a personal relationship as part of your onboarding process and during the semi-annually COI Declaration exercise.

**e. Outside membership, directorship, employment and public office**

Outside employment or activity must not conflict with your ability to properly work for the Group nor create a conflict or appear to cause, a COI.

Before accepting outside employment or activity roles, you must carefully evaluate whether such situation could cause or appear to cause, a COI. If you are in doubt, please consult with Group GRC Manager, Group HR Manager or Group General Counsel. Any exceptions will require prior written consent from Group Chief Executive Officer.

**f. Use of MEO Group name**

It is MEO Group's policy to pass on any corporate discount(s) that it may obtain from suppliers, or other businesses to all employees. However, you may not use MEO Group's name or purchasing power to obtain personal discounts or rebates unless such discounts or rebates are made available to all employees.

**3. Competition and Fair Dealing**

MEO Group seeks to compete fairly and honestly in its businesses. Stealing proprietary information, possessing trade secret information that is obtained without the rightful owner's written consent or inducing such disclosures by past or present employees of other companies is prohibited.

When dealing with customers, suppliers, competitors, employees, shareholders, government and the community, you should act with the highest standard of ethical behaviour, integrity, and objectivity. You should not take unfair advantage of anyone through manipulation, concealment, misrepresentation of material facts, abuse of privileged information or any unfair dealing practices.

#### **4. Anti-Corruption and Anti-Bribery**

You are prohibited from paying or receiving, actively or passively, any bribes (including private-to-private bribery), commissions, facilitation payment or inducement (including any items or forms, monetary or non-monetary, intended to improperly obtain favourable treatment or avoid unfavourable circumstances) or unreasonable gifts (per Section 5.2a above) to or from any party, including public officials. Please remember that agreeing not to act may have the same ramifications as acting in an unethical way.

#### **5. Money Laundering and Financing of Terrorism**

You are prohibited from involving in any money laundering and financing of terrorism activity at work or in your individual private capacity. Any violation may result in dismissal or termination of the contract or engagement, or even prosecution under the relevant laws and regulations.

#### **6. Privacy and Confidentiality**

MEO Group respects your privacy and the privacy of others. You should familiarise yourself with the relevant personal data protection laws when handling the personal data for business purposes only.

You should not disclose confidential information outside of MEO Group, unless the disclosure is authorised or legally mandated. You are to read this in conjunction with Section 5.9: Public Communication and Disclosures. The confidential information shall include, amongst others:

- All non-public information that might be of use to competitors or harmful to MEO Group or its external stakeholders, if disclosed; and
- Information that suppliers or customers have entrusted to us.

**Your obligation to preserve the confidential information continues even after you cease your employment or service with MEO Group.**

#### **7. Safeguard and Proper Use of MEO Group Assets and Email**

The assets includes property, intellectual property (software, trade secrets, trademarks, copyright etc.), office and information technology equipment and supplies, cash, company's confidential information, and third party information. You should:

- Safeguard the assets from loss and theft (including cybersecurity breaches); and
- Use the assets and email for legitimate business purpose, although incidental personal use may, in some circumstances, be permitted.

Any suspected incident of fraud or theft should be reported immediately to Group GRC Manager, Group HR Manager or Group General Counsel.

#### **8. Employment Practices**

##### **a. Zero Tolerance Policy**

This policy helps to promote safe, healthy and ethical workplace for all, and support acceptable and professional behaviour throughout MEO Group. MEO Group is having zero tolerance towards fraud, major health and safety accidents, major non-compliance with corporate policies and procedures, and unacceptable working behaviour.

Below are some examples of:-

**Fraud:** Bribery and corruption, assets misappropriation, and fraudulent financial statement.

**Major health and safety accidents:** Negligence in complying stop work policy, occupational health and safety policies and procedures.

**Major non-compliance with corporate policies and procedures:** Unauthorised transactions (including side-commitment to customer or supplier); fail to comply with the Code of Conduct, Drug and Alcohol Policy, data privacy rules; fail to declare conflict of interest to the Group, internet misuse, etc.

**Unacceptable working behaviour:** Sexual harassment; discrimination against religion, race, ethnicity, language, gender or age; physical assault; verbal abuse (including offensive and vulgar language); intimidating/threatening/behaving impolitely to others; sending hostile email; damaging company properties and assets; misuse of drug and alcohol etc.

The above list is not exhaustive and certain wordings may be subject to different interpretation by different stakeholders. So, if you have any question(s) about this policy, please consult Group GRC Manager, Group HR Manager or Group General Counsel.

#### **b. Diversity Policy**

MEO Group values diversity and recognises that a diverse and inclusive workforce within an organisation that respects and leverages such diversity is a major contributing factor towards MEO Group achieving its corporate objectives.

MEO Group is committed to adopting fair employment practices. In particular, MEO Group does not use religion, race, ethnicity, language, gender, age, national origin or any other characteristic protected by laws as a factor in all decisions of recruitment, talent development, promotion, and remuneration. Instead, such decisions are based on the individual capabilities, potential and performance.

This Code should be read in conjunction with the other Group policies:

#### **c. Drug and Alcohol Policy**

You are prohibited from:

- Misusing of alcohol or prescribed or over the counter medication and the use of illegal or other drugs that jeopardise job safety and performance, well-being of employees and the public, the environment and/or company/MEO Group's reputation; and
- Possessing, distributing or offering the sale of alcohol or drugs or medications on the MEO Group's premises (including vessels).

#### **d. Health, Safety, Quality and Environment Policy**

MEO Group is committed to:

- Ensuring we fulfil the relevant international health and safety standards and regulations;
- Providing safe practices for ship and shore operations with a safe working environment at all times, preventing injury or ill health to personnel;
- Providing quality services to our customers at all times by ensuring our Quality Management System fulfils the relevant international quality standards; and
- Ensuring we fulfil the relevant international environmental standards and regulations; and taking appropriate measures to eliminate or minimise environment impact or harm as a result of our operations.

## **9. Record-Keeping**

- You should maintain all the relevant business and accounting records (with sufficient and appropriate supporting documentation) completely, fairly, accurately, in a timely manner, and in accordance with the Group policies and procedures; and
- You should not falsify the original business and accounting records, regardless for the sake of the Group or for your personal gain.

## **10. Public Communication and Disclosures**

This should be read in conjunction with the Group Media and Publication Policy & Procedure:

- You should not provide any official statements or comments about MEO Group to external publications, the press, or as a conference guest speaker, unless the upfront approval has been granted as per the approval matrix (this approval matrix is aligned with MEO Groups' Delegation of Authority);
- You should not post any content that is discriminating against religion, race, ethnicity, language, gender, age; or other inappropriate or contentious content that could result in public conflict in your own personal social media account;
- You should not publish sensitive, non-public or confidential information, unless it is authorised or legally mandated (you are to read this in conjunction with Section 5.6: Privacy and Confidentiality above); and
- You should not be the first person to post about MEO on Social Media platforms (this includes photographs of vessel, sea trials, repairs and maintenance; job vacancies, corporate news and charters etc), except for the authorised personnel. However, you can re-share the content posted from MEO Group's official channels (LinkedIn and YouTube), without amending any original content.