Date:

Dear <Name of Independent Director>,

Sub: Appointment as Independent Director

We thank you for your confirmation to Jhajjar Power Limited (the “Company”) that you meet the “independence” criteria as envisaged in Section 149(6) of the Companies Act, 2013 (“2013 Act”) and also for your consenting to hold office as a director of the Company.

Pursuant to your confirmation, we are pleased to confirm that, the Board and the shareholders have approved your appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including 2013 Act and (ii) Articles of Association of the Company (“AOA”).

1. Appointment

1.1 Your appointment will be for an initial term up to ___ years and shall take effect from ____________ unless terminated earlier or extended, as per the provisions of this letter or applicable laws (“Term”).

1.2 As an Independent Director you will not be liable to retire by rotation.

1.3 Your reappointment at the end of the Term shall be based on the recommendation of the Nominations and Remuneration Committee and subject to the approval of the Board and the shareholders of the Company. Your reappointment would also be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

2. Committees

The Board of Directors (the “Board”) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committees will be subject to the applicable laws and regulations.
3. **Role, duties and responsibilities**

3.1 As a member of the Board, you shall perform your role, duties and responsibilities as is required of an Independent Director as per the provisions of the 2013 Act and the SEBI Listing Agreement.

3.2 In addition to the role, duties and responsibilities set out in the 2013 Act, you shall:

   (i) Act in accordance with the AOA
   (ii) Act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company, its employees, the shareholders, the community and for the protection of the environment
   (iii) Exercise your duty with due and reasonable care, skill and diligence
   (iv) Not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company
   (v) Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates
   (vi) Not assign your office as Director and any assignments so made shall be void

3.3 You shall abide by the ‘Code for Independent Directors’ as outlined in Schedule IV to section 149(8) of the 2013 Act. For your ready reference, Schedule IV to 2013 Act is extracted and attached to this letter as Annexure A.

4. **Time Commitment**

Considering the nature of the role of an independent director, it is difficult for a Company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board. This will include attendance at board meetings and review proposals by circulation

5. **Remuneration**

5.1 You will be paid remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and / or approved by the Shareholders from time to time. The sitting fees presently paid to the Non-Executive Independent Director is Rs. ________ per meeting of the Board or a Committee.
5.2 **Reimbursement of Expenses:**

In addition to the remuneration described, hereinabove, the Company will, during the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role, duties and responsibilities as an Independent Director of the Company.

6. **Insurance**

The Company has Directors’ and Officers’ liability insurance and it is intended that it will assume and maintain such cover for the full term of your appointment. A copy of the policy document will be supplied on request.

7. **Company’s Code of Conduct**

You shall sign and abide by the Company’s Code of Conduct and statement of policy governing conflicts of interest that is provided in Annexure B.

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

We would also like to draw your attention to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company’s Code of Conduct on Prevention of Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

All Directors are required to sign a confirmation of acceptance of the Company’s Code of Conduct on an annual basis.

8. **Confidentiality**

You agree that you shall not at any time during your appointment or after the termination of your appointment as an Independent Director with the Company use or disclose any Confidential Information or information that the CLP Group considers confidential and sensitive, except in the proper course of your appointment, or as authorized by the Company or a court of competent jurisdiction, or that has entered the public domain through proper means.
“Confidential Information” shall include but is not limited to client information, pricing structures, marketing and sales information, business plans, financial information, designs, formulae, product plans and any other information used for or in connection with the business affairs, customers, suppliers, agents or distributors of CLP Group, any document marked “Confidential” (or with a similar expression), or any information which you might reasonably expect the CLP Group would regard as confidential.

9. Induction and Development

The Company shall, if required, conduct formal induction program for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company’s vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

10. Evaluation

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee. The manner in which the annual evaluation is done shall be disclosed in the Company’s Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee. An indicative list of factors that may be evaluated as part of this exercise is:

- Participation and contribution by a director,
- Commitment (including guidance provided to senior management outside of Board / Committee meetings),
- Effective deployment of knowledge and expertise,
- Effective management of relationship with stakeholders,
- Integrity and maintenance of confidentiality,
- Independence of behavior and judgment, and
- Impact and influence.
11. **Disclosures, other directorships and business interests**

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your Term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect your status as an Independent Director.

12. **Changes of personal details**

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

13. **Termination**

Your appointment as an independent director on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the 2013 Act, your directorship may be terminated for violation of any provision of the Company’s Code of Conduct as applicable to Non-Executive Directors.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act, you agree to promptly submit your resignation to the Company with effect from the date of such change.

14. **Co-operation**

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.
15. **Miscellaneous**

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- As per Schedule IV of the Companies Act, 2013, this letter shall be disclosed on the website of the Company.

16. **Governing Law**

This letter of appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

This letter constitutes neither a contract for services nor a service contract.

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of the Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours sincerely,
For Jhajjar Power Limited

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Name: Mr. Rajiv Mishra  
Designation: Managing Director

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**AGREE AND ACCEPT**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

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Name: <Name of Independent Director>

Place: _______  
Date: ________
ANNEXURE - A

SCHEDULE IV
(of the Companies Act, 2013)

CODE FOR INDEPENDENT DIRECTORS

The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

I. Guidelines of professional conduct:

An independent director shall:

1. Uphold ethical standards of integrity and probity;
2. Act objectively and constructively while exercising his duties;
3. Exercise his responsibilities in a bona fide manner in the interest of the company;
4. Devote sufficient time and attention to his professional obligations for informed and balanced decision making;
5. Not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
6. Not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
7. Refrain from any action that would lead to loss of his independence;
8. Where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
9. Assist the company in implementing the best corporate governance practices.

II. Role and functions:

The independent directors shall:

1. Help in bringing an independent judgment to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. Bring an objective view in the evaluation of the performance of board and management;
3. Scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
4. Satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. Safeguard the interests of all stakeholders, particularly the minority shareholders;
6. Balance the conflicting interest of the stakeholders;
7. Determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
8. Moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder’s interest.

III. Duties:

The independent directors shall—

1. Undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
2. Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
3. Strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
4. Participate constructively and actively in the committees of the Board in which they are chairpersons or members;
5. Strive to attend the general meetings of the company;
6. Where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
7. Keep themselves well informed about the company and the external environment in which it operates;
8. Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
10. Ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. Report concerns about unethical behavior, actual or suspected fraud or violation of the company’s code of conduct or ethics policy;
12. Act within their authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
13. Not disclose confidential information, including commercial secrets, technologies advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.
IV. Manner of appointment:

1. Appointment process of independent directors shall be independent of the company management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.

2. The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.

3. The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.

4. The appointment of independent directors shall be formalized through a letter of appointment, which shall set out:

   (a) the term of appointment;

   (b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;

   (c) the fiduciary duties that come with such an appointment along with accompanying liabilities;

   (d) provision for Directors and Officers (D and O) insurance, if any;

   (e) the Code of Business Ethics that the company expects its directors and employees to follow;

   (f) the list of actions that a director should not do while functioning as such in the company; and

   (g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.

5. The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.

6. The terms and conditions of appointment of independent directors shall also be posted on the company’s website.

V. Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

VI. Resignation or removal:

1. The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act.
2. An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and eighty days from the date of such resignation or removal, as the case may be.
3. Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

VII. Separate meetings:

1. The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;
2. All the independent directors of the company shall strive to be present at such meeting;
3. The meeting shall:
   (a) review the performance of non-independent directors and the Board as a whole;
   (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
   (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

VIII. Evaluation mechanism:

1. The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
2. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.

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Code of Conduct

1. Introduction

The Company’s Code of Conduct ("Code") is the document that translates our commitments to all our stakeholders into a set of formal written requirements. It puts all employees under specific obligations, adding certain more stringent obligations for certain individuals.

It reminds us that the Company is committed to acting with integrity in all its activities. In other words, we care how results are obtained, not just that they are obtained. This is right in itself and is also a vital company asset that helps our business prosper. This helps build the trust that has ensured our continued expansion for more than a century.

This Code applies across the entire CLP Group of Companies (the “Company”) including CLP Holdings, its wholly owned subsidiaries, and joint ventures or companies in which CLP holds a controlling interest. All employees of the Company, irrespective of their positions and functions, are expected to fully adhere to the principles contained in the Code. In the case of joint ventures or companies in which the Company does not hold a controlling interest, the Company’s representatives concerned are expected to act in accordance with the Code themselves and to make a concerted effort to influence those with whom they are working to act to similar standards of integrity and ethical behaviour. Likewise, contractors working for the Company are urged to follow our Code of Conduct for the duration of their contract with the Company. The Company will fully support those who pass up unethical opportunities or in good faith report potential or actual breaches of the Code.

2. Respect for People

The Company values its employees and is committed to providing a fair and equitable workplace environment for all employees. The Company is also committed to maintaining an environment of respect for people in all business dealings. We have a responsibility to deal with any discriminatory act and/or harassment in the workplace. All employees are expected to adhere to the same standards in their interactions with contractors, suppliers, customers, and others. The Code requires each of us to behave with courtesy and respect towards everyone we encounter in the course of our business. We must respect the privacy of personnel data and employee records, as well as personal and business information we may have concerning others.

We must also maintain open channels of communication throughout the Company, encouraging all employees to participate in discussions and raise issues with their colleagues at any level within the organization.

3. Ethics and Business Integrity

The Company is committed to conducting all our business with integrity, in accordance with strong business ethics.
Ethics go beyond the narrow letter of the law. Whatever the law may permit, all our business must be conducted honestly and fairly, with no conflict of interest or undue influence.

We must be accurate and truthful in our dealings with third parties, and not misrepresent ourselves or the quality, features, price or availability of our products and services.

We must also be honest and forthcoming with our colleagues, prepare and offer honest business assessments, evaluations and proposals, and record accurately all transactions. If we make a business commitment, we must take reasonable care to ensure that we meet it. Adherence to our standard business practices is also required under our Code. We are all required to exercise reasonable care to ensure that the Company meets the terms of its contractual obligations with our customers, business partners and associates.

Each of us is under an obligation to promptly report ethical concerns and suspected or actual violations of the Code to management.

The Company expects full compliance to its standard of ethics and business integrity throughout the organization and will not tolerate employees who achieve results at the cost of sacrificing ethical standards. In addition, the Code places a special obligation on management to support members of staff whenever they pass up opportunities or advantages in order to comply with the Code.

4. Avoiding Conflicts of Interest

The Company is committed to conducting its business without conflicts of interest. The Code requires each of us to disclose in writing, and obtain prior authorisation, before engaging in any business, investment or activity that might pose or appear to pose a conflict between our individual interests and those of the Company. We are expected to avoid participating in any external activities and transactions that could interfere with the performance of our duties and responsibilities, affect our independent and objective judgment, or discredit or divert business opportunities away from the Company without the prior consent of management.

The circumstances in which a conflict of interest might arise are too numerous to list. But certain activities clearly fall into this category: concurrent employment with any organizations other than the Company; being director of any non-affiliated commercial, financial or industrial organization; and negotiation or transactions by one’s self, immediate family members, other relatives or close personal friends, for business of any kind with the Company (other than with respect to one’s employment contract or the retail purchase of company products or other retail services at either prevailing or employee group rates).

The Code strictly prohibits each of us from providing or making available confidential or insider information to anyone outside the Company without proper authorisation from the Chief Executive Officer, Group Director & Chief Financial Officer, Company Secretary (CLP Holdings) or their designates. It likewise prevents us from using confidential or insider information to obtain benefit or to harm others.

All employees must abide by the requirements of the securities codes and regulations of the relevant jurisdiction. Directors and other specified individuals of the Company are further required
to refrain from trading the Company’s shares at certain times and under certain conditions, and abide by the Company’s code, policy and procedures on securities transactions. General queries on these requirements may be directed to the Director – Group Legal Affairs or the Company Secretary (CLP Holdings).

The Code places a special obligation on those employees who are involved in evaluation of business proposals and the selection of our suppliers and contractors to avoid situations that could interfere, or appear to interfere, with their ability to make fair decisions. The purchase of supplies, equipment and services should be conducted according to sound business practices. Suppliers should be treated fairly and ethically and the confidentiality of their proprietary information be maintained.

Each employee or his/her immediate family should not grant or guarantee a loan to, or accept a loan from or through the assistance of, any individual or organization having business dealings with the Company. Business dealings refer to activities other than the purchase of products or services from the Company. There is no restriction on normal loans from banks or financial institutions made on commercial terms at prevailing interest rates. We may not seek or accept loans or guarantees of obligations from the Company for ourselves or our family members, except as pre-approved by the Board of Directors of the Company and which are not prohibited by any applicable laws or regulations.

We must not knowingly seek to avoid the Code requirements relating to conflicts of interest (including securities trading requirements) through the use of agents, partners, contractors, family members or parties acting on his/her behalf.

Each employee is required to report potential conflicts of interest involving themselves or family members to the relevant Human Resources Manager and then to Group Internal Audit (GIA). GIA refers to the Director – Group Internal Audit or GIA designates throughout the Code.

5. Making Political Contributions

It is the Company’s general policy to remain politically neutral and avoid making political contributions (donations). However, the Company’s policy in no way restricts an employee, as an individual, from making political contributions or participating in local or national politics.

6. No Bribery

The Company is committed to abiding by all laws and regulations or if necessary to exceeding them, to prevent bribery wherever we do business.

We interpret the term ‘bribe’ broadly to include any illicit advantage offered or accepted as an inducement to or reward for performing or abstaining from performing any Company duties. Items considered bribes include cash, cash equivalents, loans, commissions, benefits in kind or other advantages. Bribery does not include traditional gifts of nominal value given during festive seasons.

The Code forbids paying, offering, asking for, proposing terms for, or accepting, bribes directly or with the assistance of any organization or individual. We are strictly prohibited from discussing terms with people who ask for or offer bribes.
Avoiding the no bribery provisions of this Code through the use of agents, partners, contractors, family members or any others acting on someone’s behalf is also prohibited.

Anyone who receives an offer of bribery must immediately report it to their manager and GIA.

7. **Moderation in Gift and Entertainment**

In the course of conducting our business, the Company recognises that there will be occasions when it is appropriate, out of courtesy and relationship building, to give or receive small gifts of nominal value or business entertainment to or from our business associates.

However, the Company is committed to conducting all business without undue influence. The Code requires us to exercise good judgment and practise moderation in giving and receiving business gifts and entertainment.

We must decline entertainment, gifts or other benefits (e.g., personal favours, or preferential treatment) that could in any way influence, or appear to influence, business decisions in favour of any person or organization with whom the Group may have business dealings.

We must also decline to accept advantages offered in connection with business transactions unless they are of nominal and non-cash value, such as promotional or advertising souvenirs. Anyone who receives or is offered a gift or other benefits valued at more than HK$500 (or similar limits defined in the policy of the operating locality) must report it to the Chief Executive Officer and GIA or their designates.

When providing gifts, we must emphasise they are for the benefit of the recipient company rather than for specific individuals. Gifts bearing the Company logo are also preferred. Gifts must not be in the form of cash. When entertaining, company functions are preferred over entertaining individuals. In both cases, they must be offered only in connection with our legitimate business interests and purposes. We must decline to accept and refrain from issuing invitations to meals or entertainment that are excessive or too frequent. Proper use of budget, approval, record-keeping and documentation procedures must be made when expensing business gifts and entertainment.

We are also under an obligation to ensure agents or others providing gifts or entertainment on the Company’s behalf follow our guidelines. When dealing with organizations or government/public sector corporations that have more restrictive limits or prohibitions against accepting business gifts and entertainment, we must abide by their standards.

8. **Compliance with Laws and Regulations**

The Company’s activities are subject to the laws of different jurisdictions, statutory requirements and statutory codes. Each of us is required to adhere strictly to both the letter and spirit of all applicable laws, regulations and statutory codes. The laws that apply to particular international transactions and activities include those of the countries where the transaction occurs. The applicable laws also include certain laws of the jurisdiction, where we operate, governing international operations of the Company.
Each of us is expected to co-operate fully in the investigation of any alleged violation of the law or Company policy. Concealing a violation or altering or destroying evidence may be illegal and will be treated as a serious breach of the Code.

9. Abiding by our Company Policies and Procedures

The Company expects each of us to comply with its policies and procedures (including codes of practices, and management/system controls). We must also use the required equipment, systems, controls and materials. If the occasion arises, we must cooperate with emergency response personnel and with internal or external investigations of accidents, environmental mishaps, drug or alcohol-related incidents, and other irregularities.

Some of the key policies and procedures are highlighted in the Addendum. It is recognised that there are numerous policies and procedures and there may be stricter requirements in jurisdictions in the various regions in which we operate. The principles laid out in the Code shall govern where there are conflicting requirements in the policies and procedures of the region of operation.

In the case of joint ventures or companies in which the Company does not hold a controlling interest, we encourage similar policies, procedures and other measures to be adopted by those entities to help ensure the ethical and responsible conduct of the business.

Any questions or issues relating to the Company policies and procedures should be referred to the responsible functional heads that own the relevant policies or procedures.

10. Compliance with Financial Controls and Reporting Requirements

Company books, invoices, records, accounts, funds and assets must be created and maintained to reflect fairly and accurately and in reasonable detail the underlying transactions and the disposition of Company business.

This Code explicitly prohibits each of us from making any false/misleading statements or other entries in the books, accounts, records, financial statements, or any other documents including disclosure documents of our Company and any other company for which our Company has responsibility or oversight. This Code also prohibits each of us from creating, maintaining or using any off-the-record accounts with banks or any other third parties. No reporting may be made that intentionally conceals or disguises the true nature of any Company transaction.

The Code requires everyone to cooperate fully with our internal and external auditors. We have an obligation to provide complete, honest and accurate information to our auditors and to anyone conducting a duly authorized investigation. Each of us is explicitly prohibited from destroying, altering or falsifying any records that may be connected to an investigation, litigation or bankruptcy proceeding.

11. Protecting our Information, Records and Assets

Each of us has a duty to safeguard Company assets and resources entrusted to our care – from loss, theft or misuse. Company assets and resources may include but are not limited to physical property,
facilities (including internet and emails), equipment, materials or stock items, Company records, customer information, and Company services. Use of Company assets or resources, other than for company business purposes, requires prior authorization and proper justification. Also, use of Company records, customer and shareholder information should follow Company procedures/practices and local regulations in relation to personal data privacy.

We must safeguard at all times the confidentiality of business or other sensitive information and the integrity of our business and operational records. We must also protect from misuse business information or assets held by us on behalf of customers, partners and shareholders. In general, matters not publicised or released to the public domain by the Company may be sensitive and we should treat this information with reasonable care and security. This would include business dealings, financial arrangements, transactions or accounts relating to the Company, its suppliers, customers or shareholders and any computer system and building security passwords issued by the Company.

We must protect the Company’s intellectual property rights in accordance with the relevant Company requirements as well as the applicable laws and regulations. Any intellectual property and technology developed by an employee in the course of their employment is the property of the Company. This includes patents, copyrights, inventions, programs and other documentation.

The internet and email are provided to employees as tools to carry out their employment duties. All messages created, sent or retrieved using Company internet and email facilities remain the property of the Company and cannot be considered private. As users, we each have a responsibility to ensure these facilities are used in an ethical and lawful manner in accordance with the relevant laws and Company policies and procedures in each respective jurisdiction. Failure to abide by such laws or policies and procedures can result in disciplinary action, including termination of employment.

12. Representation on Behalf of the Company

Only authorised Executives are permitted to make representations on behalf of the Company unless otherwise stipulated in the Company policies and procedures. When we need to publish or disseminate information in public forums or websites, we should do so in a manner that safeguards the Company’s public image and reputation. In addition, none of us should publicly endorse or comment on the products, services or equipment of suppliers, customers or competitors unless specifically authorised by the relevant Company Executive. ‘Endorsing’ includes any form of promotion or otherwise giving testimony in support of a product, service or piece of equipment.

13. No Alcohol and Drug Abuse

The Company is committed to a safe, healthy and productive workplace for its employees. The Company recognises that alcohol or drug abuse can impair and affect health and job performance. It is also hazardous to our workplace safety, employees’ well-being and productivity. Therefore, we must ensure that our workplace is free of any alcohol and drug or related problems. No company employees or contractors will be allowed to work under the influence of alcohol or drugs. Use or possession of illegal substances or drugs on our premises is strictly prohibited.
Consumption of alcoholic beverages on our premises may only be permitted with prior Management approval (which cannot be given at premises where alcohol is expressly prohibited). Where applicable, the relevant statutory requirements must also be complied with at all times. This restriction does not apply to Company-owned or leased residential premises.

Any employee experiencing the adverse effects of illness, medication or emotional distress should report to their manager or Human Resources representatives to avoid any risk to themselves and others.

14. Meeting our Responsibilities

The Company is committed to conducting its business responsibly and professionally. The Code requires all of us to maintain our fitness for work and perform the duties attached to our jobs. Each one of us is under an obligation to take reasonable care to ensure the Company meets its entire range of commitments to all stakeholders. The CLP Code on Corporate Governance sets out a framework to identify key stakeholders and to ensure the application of good governance practices and policies within the Company and in its relationships with these stakeholders.

15. Prompt Response to Incidents and Obligation to Notify

The Company is committed to responding promptly to business and work-related situations that could be damaging to the Company or cause harm to others such as emergencies, accidents, irregularities or other unexpected events. The Code requires each of us to promptly notify our supervisor or higher management of these situations and take reasonable action to prevent damage or harm. Situations covered are those that may result in: injury, illness or loss of life; damage to property or the environment; violation of the law or other applicable regulations; interruptions of service; and failure to meet the Company’s obligations.

16. Compliance with the Code and Obligation to Report

The Company is committed to maintaining full compliance with this Code. Each of us has an obligation to fully comply with its provisions and promptly report ethical concerns and potential or actual violations of the Code, whether or not it is known who may be responsible for the violation or how it may have occurred.

We could be in breach of the Code if we assist or authorise others in activities that breach the Code, or conceal or fail to report any known or suspected breaches by others.

Any violation of the Code relating to alcohol and drug use, harassment and discrimination must be reported to the local Human Resources. Following local investigation, any confirmed violation of harassment must be reported to Group Human Resources.

Any other types of potential actual violations of the Code must be reported to the GIA. Alternatively, one may prefer to initially report to his/her manager or local Human Resources representatives who must in turn report to GIA. Business partners, suppliers and other third parties are encouraged to
report any violations directly to GIA. Any issues regarding the enforcement of the Code must be reported to GIA.

As the Company takes this reporting seriously and wants to fully investigate both potential and actual violations, it is preferred that these reports not be made anonymously. All reports and inquiries will be handled confidentially to the extent possible under the circumstances to preserve anonymity.

It is recognized that for any number of reasons an employee may not feel comfortable reporting potential violations directly. In these cases, anonymous reports may be submitted to the GIA.

Senior management will fully support those who in good faith report potential or actual breaches of the Code. In addition, Managers have a responsibility to ensure day-to-day compliance with the Code on the part of the people they supervise.

Anyone found violating the Code will be subject to disciplinary action which may include dismissal. Anyone initiating or threatening to initiate retaliation against a complainant or informant, will be subject to disciplinary action which may include immediate dismissal.

17. Interpretation of the Code and Other Queries

Advice regarding interpretation of the Code may be obtained from GIA. In addition, the Company values the input of every employee on matters relating to the Code. We also value input from our business partners, suppliers and other external parties. If you have any queries concerning any aspect of the Code, please do not hesitate to contact GIA directly or through management local Human Resources representatives.