



CODE OF CONDUCT

BUSINESS PRINCIPLES AND ETHICS POLICY

The Company requires of all its employees the observance of the highest ethical standards in the conduct of its business activities. The Business Principles and Ethics Policy (BPEP) are intended to assist Company staff in meeting the standards of professional and personal integrity expected and required of them. Company staff will act with integrity at all times, to protect and safeguard the reputation of the Company. Contravention of the BPEP will be regarded as misconduct.

CONFLICT OF INTEREST

Each staff member has a prime responsibility to the Company and is expected to avoid any activity that could interfere with that responsibility. You should not engage in activities or transactions which may give rise to, or which may be seen to be giving rise to, conflict between his/her personal interests and the interests of the Company. Such conflict could arise in a number of ways and in a number of situations. The following paragraphs outline some specifically forbidden situations. This list is, however, not exhaustive. In case of doubt, the advice of the Management should be sought.

- a. *Company purchases equipment, material and services for various aspects of its operations. Company staff members are forbidden from holding any financial interest, directly or indirectly, in any organization supplying goods or services to the Company;*
- b. *A staff member should not participate in any external activity that competes, directly or indirectly, with the Company;*
- c. *A staff member should not engage in any outside business or activity that might interfere with his/her duties and responsibilities to the Company;*
- d. *No staff member should sell, lease or buy equipment, material or services to or from the Company except as may be necessary in the normal course of his/her duties as an employee;*
- e. *Staff members are not permitted to conduct personal business activities on the Company's premises or to use Company facilities for such purpose;*
- f. *If a staff member has direct, indirect interest or family connections, with an external organization that has business dealings with Company, details of such connections and interests should be fully disclosed to the Management before the commencement of his/her employment or in case such interest or connection is not in his knowledge disclosure shall be made within three business days from the date such interest, connection or relationship comes to the knowledge of the staff member;*
- g. *All executives should disclose to the Management details in respect of any relationship(s) with other executives of staff members and all staff members should disclose to the Management details in respect of any relationship with other staff members and/or the executives;*
- h. *Staff members shall not perform any act or get involved in any situation that potentially could conflict with the principles outlined above; and*
- i. *No staff member shall take up employment with another company, firm or organization of any kind whatsoever, even on part time basis*

OWNERSHIP OF DOCUMENTS

Any document, computer programs, computer files, works, or other material prepared or created by employee, alone or with others; in the course of his/her employment will be the Employer's property. The employee agrees that the copyright, patents, trademarks, designs, plans, reports, and all other intellectual property rights of whatever nature accrues in the course of his/her service shall become and remain the Employer's property. Upon cessation of his/her employment, whether resignation, dismissal, retrenchment, retirement or otherwise, the Employee shall forthwith surrender to the Employer all original and copied documents, computer programs, computer files,

works, samples or other items relating to any matter aforesaid.

The employee acknowledges the Employer's ownership of what the employee develops or creates in the course of his/her employment with the Employer, including all inventions, drawings, reports, feasibilities, investment plans, specifications, bills of quantities, calculations and other documents. The employee must not, without prior written consent, copy or disclose to a third party, or cause to be copied or disclosed to a third party, any intellectual property owned by the Employer.

Upon termination of employment and without any further demand, the employee must deliver to the Employer or its authorized representative:

- a. all documents in his/her possession or control relating in any way to any confidential information, intellectual property rights, trade secrets of, or to the business or affairs of the Employer or any related body corporate; and*
- b. any property of the Employer or any related body corporate or anything to which the Employer or any related body corporate has an entitlement to possession.*

The employee is not entitled to retain a copy of any document referred to above.

CONFIDENTIALITY

The employee shall maintain and consider all information provided to the employee by the Employer as confidential, except where it is expressly provided on the basis that it is to be made public. Employees are required to respect and maintain strict confidentiality of information made available by the Employer and its clients during the course of their employment.

The employee must not, during or after your period of employment with the Employer divulge to any person or use any trade secret or any confidential information concerning:

- a. the Employer's business or financial arrangements or any related body corporate of the Employer; or*
- b. any of the Employer's dealings, transactions or affairs or any related body corporate of the Employer;*
- c. any document, data or material of any kind whatsoever pertaining to the Employer and its business and affairs;*

Except in the proper course of your duties, as permitted by the Employer or as required by law.

- d. The employee must use his/her best endeavors to prevent the publication, use or disclosure of any such trade secret or confidential information.*
- e. Upon the termination of employment with the Employer, the employee will not represent himself/herself as being in any way connected with or interested in the Employer's business.*
- f. The employee must keep the contents of his/her terms of employment confidential.*

RESTRICTIVE COVENANT

The employee will not during his/her employment and thereafter for a period of 12 months from the date his/her employment ends:

- a. Induce, entice or solicit or attempt to induce entice or solicit any employee of the Employer to leave such employment, or*
- b. Induce, entice or solicit or attempt to induce entice or solicit the business (in competition with Employer) of any company which is or at any times has been a client or customer of the*
the

Employer.

RELATIONSHIP AND DEALINGS WITH GOVERNMENT OFFICIALS, MEDIA, SUPPLIER, CONSULTANTS, AGENTS, INTERMEDIARIES AND OTHER PARTIES

Company's relationships and dealings with Government officials, external agencies, parties, and individuals should, at all times, be such that Company's integrity and its reputation would not be damaged if details of the relationship or dealings were to become public knowledge.

It is the responsibility of each Company staff member to exercise good judgment so as to act in a manner that will reflect favorably on the Company and the individual. Staff member should only make statements to the media, speeches in public forums, or publish articles in newspapers etc. with prior authorization. In a personal capacity also, due care should be taken while discussing the Company's performance or plans with outsiders. Staff members having questions on how to comply with this requirement should consult with the Management.

ALCOHOL DRUGS & GAMBLING

The use of alcohol in any form is prohibited on all Company locations/premises. Similarly, the use of drugs, except under medical advice (of which satisfactory proof will be provided to the Management), is prohibited on all Company locations / premises.

Any staff member arriving at a work place under the influence of alcohol or drugs will not be permitted to enter the premises and will be liable to disciplinary action.

All forms of gambling / betting on the Company's premises are forbidden.

Political activities and discussion on political matters at the Company's premises are strictly forbidden.

RECEIVING GIFTS

No staff member shall seek, accept or permit himself / herself or any member of his/her family to accept any gift or favor, the receipt of which will place him/her under any form of official obligation to the donor, which may have direct or indirect bearing on the affairs of the Company or his/her employment. As part of building relationship with customers, suppliers, etc. staff members may receive occasional gifts, provided that the gift is of nominal value (e.g. pens, notepads, calendars, diaries, key chains or such promotional material) and the gift is neither intended nor perceived by others to be intended to improperly influence business decisions.

Occasionally, there may be times when refusing a substantial gift would be impractical or embarrassing. In those rare instances such gift should be handed over to management for suitable disposal.

WORKPLACE HARASSMENT

Company executives will maintain an environment that is free from harassment and in which all employees are equally respected. Workplace harassment is defined as any action that creates an intimidating, hostile or offensive work environment. Such actions include, but are not limited to, sexual harassment, disparaging comments based on gender, religion, race or ethnicity.

I have read and understood the above Terms and Conditions of Employment, as well as Business Principles and Ethics Policy of Topline Securities Limited and hereby convey my acceptance of the same.