



MUANG MAI GUTHRIE PUBLIC COMPANY LIMITED

STANDING INSTRUCTIONS ON BUSINESS ETHICS

This document is for internal use only.

(PITAYA TANTIPIRIYAKIJ)

PRESIDENT

January 2015



STANDING INSTRUCTIONS ON BUSINESS ETHICS

Muang Mai Guthrie Public Co Ltd is committed to maintaining the highest standard of integrity and professionalism in its business dealings. At all times, we comply with the laws of the country where we have operations and we conduct ourselves with the highest level of ethical behavior.

To promote and instill in our Employees the standard of conduct which are expected of them, the Board of Directors has decided to introduce the Company's policies and guidelines in the Standing Instructions on Business Ethics.

Every Employee is expected to be familiar with, understand and comply with the Standing Instructions on Business Ethics, Where the Employee has doubt whether certain conduct or situation is inconsistent with the Company's policies or the Standing Instructions on Business Ethics, it shall be the Employee's responsibility to seek clarification from the Administration Department

1. BASIC PRINCIPLES

The underlying basic principles behind the Standing Instructions on Business Ethics are as follows:

- To be honest
- To avoid situations where the personal interest of the Employee conflict with the interests of the Company and to avoid the appearance of a conflict of interest in the opinion of the Company
- To avoid abuse or misuse of Employee's position in the Company
- To maintain secrecy of confidential information obtained by reason of employment in the Company and not to disclose or use such information for personal advantage
- To avoid placing the reputation of the Company in jeopardy



2. WORLD AND EXPRESSIONS

2.1 Unless the context shall otherwise require, the following expressions shall have the following meanings:

(a) “Cash” means money, cheque, bank draft, credit note, discounts which are not in the normal practice of business and other monetary instrument which is capable of being converted into money

(b) “Company” means Muang Mai Guthrie Public Co Ltd, its subsidiaries and associate Companies

(c) “Employee” means any person including an apprentice, employed by the Company under a contract of employment to work for hire or reward under permanent, contractual or temporary employment

(d) “Entertainment” means:

(i) Acts of dining of reasonable value consistent with local practice;

(ii) Recreational activities and amusement event that is appropriate to the business responsibilities of an Employee and capable of reciprocation as a normal business expense;

(iii) Any other form of entertainment the Company may approve in writing from time to time.

(e) “Extravagant means amongst other:

Entertainment”

(i) Airline tickets for non-official purposes;

(ii) Hotel accommodation for non-official purposes;

(iii) Expensive recreational activities and amusement events;

(iv) Other entertainment that is not in the normal practice of business as many be advised by the Company from time to time.

(f) “Gifts and Significant means amongst other, Cash and goods. All gifts are prohibited except: Value”

(i) Corporate diary, calendar, souvenir, memento or other token or gifts of nominal commercial value or received during official functions approved by the Company from time to time;



(ii) Festival gifts in the form of food products only which are delivered to the Company and distributed among the other Employees. If addressed to a particular person and not distributed amongst the other Employees. The recipient Employee shall disclose the gift to the Managing Director or any other person as may be designated from time to time;

(iii) Gifts because of marriage and child birth which are normal under the local practice and does not exceed Baht 3000.00; or

(iv) Sponsorship/Gifts for approved Company event subject to prior approval from the Company.

The Employee must obtained the approval of the Company for all other Gifts not mentioned herein.

(g) "Immediate Family means Employee's spouse, parents, brothers and sisters, children including Members" adopted and stepchildren and their spouse.

(h) "Insider Trading" means trading either personally or through others by the Employee or his Immediate Family Members in the Securities of the Company in the basis of information gained in the performance of or in connection with any Employee's duties and not generally available to the public.

(i) "Kickback" means a return of a portion of a monetary sum received especially as a result of a secret agreement.

(j) "Public information" means information to which the public has access.

(k) "Securities" means stocks and shares, bonds, debentures, loan stock or such similar instrument of equity or debt traded on any stock exchange.

2.2 Words importing the masculine gender shall include the feminine and vice versa.

2.3 Words importing the singular number shall include the plural number and vice versa.

2.4 Where any approval or consent is required to be obtained under this Standard on Business ethics, such approval or consent must be in writing.



3. BUSINESS PRATICES AND PROFESSIONALISM

The Employee's integrity, honesty, professionalism and sense of fair play are attributes of the highest priority. Every Employee is required throughout his employment to give his attention to the latter as well as the spirit of the following:

- (i) Employee shall not make any explicit commitments regarding the Company's business without prior authorization in accordance with procedures in force from time to time. All commitment s with another party, which can create legal obligations with the Company, should be expressed clearly, documented and confirmed in writing.
- (ii) Employee shall not make any comments or make any negative statements about the Company, other companies or individuals, its business dealings or its polices or behave or engage in any activities which may be misconstrued in any way as would cause injury to the reputation or image of the Company. Employee is strictly prohibited from making any statements concerning the Company to the press or in any publication or any other media without prior written approval of the Company unless the Employee is specifically employed to furnish corporate information on behalf of the Company.
- (iii) Employee should be aware at all times that he represents a Company with sound ethical standards and should not cause the reputation or image of the Company to be damaged or held ridicule by his actions or omissions or take advantage of his employment with the Company to obtain any preferential treatment or personal benefit.

4. CONFLICT OF INTEREST

(a) Conflict of Interest arises when an Employees' ability to perform his duties impartially and to the best interests of the Company is impaired or potentially impaired by an outside appointment, relation ship, activity or personal interests. Employee should also avoid any situation where the Employee's personal interests appear to conflict with the Company's interests or reflects unfavorably on the Employee's integrity.



(b) The following relationships, activities and Employee's conduct are examples of situations where a Conflict of Interest, in violations of Company's policy, would be regarded as having arisen unless full disclosure has been made and/or the prior written approval from the Company has been obtained as the case may be for the holding of such personal interests or outside activities;

(i) Employee or his Immediate Family Member having an interest in any firm or organization which has, or is seeking to have business dealing with the Company, where there is an opportunity for preferential treatment, except where prior written approval from the Company has been obtained or where the interest in public companies is less than 5% of the equity;

(ii) Employee holding an interest which is significant in the opinion of the Company in any competitor of the Company, except where prior written approval from the Company has been obtained or where the interest in public companies is less than 5% of the equity;

(iii) Employee or his Immediate Family Member competing directly or indirectly with the company through outside business activities which in the opinion of the Company may prejudice the Company's business, except where full disclosure has been made to the Company;

(iv) Employee serving as an employee or director of any other company, or in the management capacity for, or as a consultant to any individual, firm or organization doing, or seeking to do business with the Company, except where prior written approval from the Company had been obtained;

(v) Employee's Immediate Family Member is employed by a competitor, or is self-employed, in a common business of the Company where Employee and his immediate Family Member have access to and use highly sensitive and proprietary information of competitive value of the Company except where full disclosure has been made to the Company;



(vi) The acceptance by an Employee of membership on the board of directors of any organization which has, or is seeking to have business with the Company or as a consultant or adviser to any such board of directors or to the management of a firm, person or organization which has, or is seeking to have business with the Company, except where prior written approval from the Company has been obtained;

(vii) The acceptance by the Employee's Immediate Family Member of membership on the board of directors of any organization which has, or is seeking to have business with the Company or as a consultant or adviser to any such board of directors or to the management of firm, person or organization which has, or is seeking to have business with the Company within the knowledge of the Employee, except where full disclosure has been made to the Company;

(viii) Employee approving or administratively controlling contracts or other business arrangements between the Company and his Immediate Family Member or with an individual, firm or organization employing an Immediate Family Member in activities under the Employee's administrative control, except where prior written approval from the Company has been obtained;

(ix) Undertaking employment concurrently with any other firm organization, if such employment encroaches into the actual work and the working hours that should be devoted to the Company, except where prior written approval from the Company has been obtained;

(x) Lending money, guaranteeing debts, borrowing money (except for borrowing from financial institutions or other licensed money lending corporations) or accepting Extravagant Entertainment, gifts of Significant Value or favors so as to place an employee or a member of the Employee's Immediate Family Member under obligation to a competitor, supplier of material or services, or customer of the Company or any other party having business dealings with the Company, except where full disclosure has been made to the Company;



(xi) The use by Employee of Company's personnel, facilities, equipment or supplier for personal benefit or personal gain contrary to the Company's policies and procedures, except where prior written approval from the Company has been obtained. The above list is not exhaustive. An Employee is prohibited from putting himself in a situation where in the opinion of the Company a conflict situation could exist.

(c) An Employee or his Immediate Family Member is prohibited from selling, taking or granting options or otherwise dealing in products, goods or commodities manufactured, bought or sold by the Company.

(d) Directorship Outside the Company

(i) It is the Company's policy to restrict the holding by Employee of directorships outside the Company and to prohibit the acceptance of such a position if it would involve, inter alia, a Conflict of Interest with, or interfere with the complete and faithful discharge of the Employee's duties to the Company.

(ii) Employee wishing to serve as directors outside the Company must apply in writing to the Company providing justifications for the holding of such directorships. All directorship posts held whilst in the employment of the Company must be declared and approved by the Company. Particulars of the directorship must be submitted using the prescribed form. The consent from the Company must be in writing and is subject to review from time to time. The Company, in giving consent, may further impose specific conditions as appropriate on a case by case basis.

(iii) Director's fees, meeting fees and all other remuneration received by the employee relating to his position as a director outside the Company on personal capacity, shall be declared to the Company.

(iv) Director's fees, meeting fees and all other remuneration received by the employee relating to his position as a director outside the Company as a representative of the Company, shall be remitted to the Company.



5. REWARD AND GIFTS

(a) Without the approval of the Company, no Employee in connection with his duties or his Immediate Family Member shall solicit or accept benefits, reward or Kickback of any kind, be it Cash, Gift of Significant Value, Extravagant Entertainment, either directly or indirectly through another person or middleman, from any enterprise or employees or agent of that enterprise or corporation that has business dealing with the Company.

(b) An Employee is prohibited from soliciting or accepting benefit, reward, Kickback, favors of any kind, be it Cash, Gift of Significant Value, Extravagant Entertainment or a loan in the form of Cash either directly or indirectly from any other Employee of the Company which in the opinion of the Company purports to lead to an abuse of position.

(c) An Employee is prohibited from offering, giving or promising any benefit, reward or Kickback of any kind, be it Cash, Gift of Significant Value, Extravagant Entertainment, directly or indirectly, to any employee or agent or middleman of any person or enterprise or corporation thereof that has business dealing with the Company. This prohibition shall extend to inter Company business transactions and any government body unless approval is obtained from the Company.

(d) The onus to report the rewards and gifts rest with the Employee involved.

6. ENTERTAINMENT OF CUSTOMERS

Where it is believed necessary in the interests of securing, maintaining or improving customer relations, Entertainment of clients and prospective clients may be offered and financed from Company funds. In all such cases, such expenditure will be recorded in the regular books of account, supported by receipts and made subject to normal audit. The Managing Director will decide such expenditure.

7. POLITICAL, SOCIAL, PROFESSIONAL BODIES OR EXTERNAL ACTIVITIES

(a) Contributions to political, social parties or movements or professional bodies, where permitted by local law and practice, must be authorized by the Company and should be made a matter of public record.



(b) Employee engaging in politically, socially or professional bodies related activities will do so in his personal capacity as private citizen and not as representative of the Company and shall ensure that his activities do not interfere with the efficient and due discharge of his duties to the Company. Employee shall also ensure that the Company is not perceived as supporting the Employee's activities. If such activities encroach into the actual work and working hours that should be devoted to the Company, prior written approval of the Company must be obtained.

8. INSIDER TRADING

An Employee is not allowed to indulge in the practice of Insider Trading on the manner prohibited under the Stock Exchange of Thailand Listing Requirements and other relevant laws or guidelines as may be imposed by the relevant authorities from time to time.

(a) Insider For the purpose of this section, an insider shall include:

(i) Beneficial trusts Employee and this Immediate Family Members; and

(ii) Other persons acting on behalf of ,or conjunction with , such Employee and his Immediate Family Members

Who:

(i) Possesses information that is not generally available which on becoming generally available a reasonable person would expect it to have a material on the price or the value of Securities of the Company , its Customer or Supplier ,and

(ii) Knows or ought reasonably to know that the information is not generally available.

(b) Dealing in Securities of the Company

No Insider shall in the Securities of the Company:

(i) During the period commencing from one month prior to the targeted date of announcement to the relevant stock exchange of the quarterly results, up to one full market day after the announcement of the Company's results for the financial quarter ; and



(ii) Where the Employee has knowledge of price –sensitive information not generally available to the public, during the period commencing from the time information is obtained, up to one full market day after announcement to the relevant stock exchange of a matter that involves price-sensitive information in relation to the securities concerned

(c) Dealing in Customer or Supplier Securities At any time when the Employee has knowledge of price –sensitive information not generally available to the public, no dealing in the Securities of customers or suppliers, on the basis of information gained as an Employee, should take place.

(d) Dealing in Merger /Acquisition Situations An Employee or his Immediate Family Member shall not in any way deal in the Securities of any target company from the time when there is reason to suppose that an approach or offer is contemplated unless an announcement of termination has been made to the public.

9. CONFIDENTIALITY

(a) Company Data

(i) Employee must always consider all information concerning the Company as private and confidential. Information on Company's business including amongst other, but not limited to, financial or business forecasts, competitive bids, accounts, administrative activities and investments whether electronically or manually kept, should never be discussed internally or in public except when required in the normal course of business or by regulation or law.

(ii) Every Employee is to seek prior approval from his respective Head of Department should a request for information or disclosure be made by third parties before disclosing the same.

(iii) Employee is strongly advised not discuss Company matters among Immediate Family Members, friends ,acquaintances which can cause misinterpretation or create misunderstanding on the Company's operations, business undertakings, image and reputation.



(iv) Employee is prohibited from using information that is not available to the public for personal advantage.

(b) Disclosure

The following areas are not to be disclosed by an Employee unless it has Public information:

- (i) Audit and any report on Company 's business ;
- (ii) Information provided to authority;
- (iii) Company's proprietary information regarding earning financial matters, business plans, marketing strategy, investment strategy and business opportunities;
- (iv) Computer-based data, codes or passwords and source of codes; and
- (v) Any other confidential information and documents.

(c) Price-Sensitive Information

(i) All price-sensitive information is strictly confidential to the Employee concerned alone and should not be used by any Employee in connection with the sale and purchase of Securities of the Company or Company products or discussed with any outsider except, in certain circumstances, the professional adviser appointed by the Company and relevant authorities as required to be disclosed under the law or regulation.

(ii) Price-sensitive information is any information on the Company, which, if known generally to the investing public, would be likely to have an effect on the price of the Company's Securities.

(iii) Included in this is any information on profitability, cash flow, mergers and acquisitions and major capital expenditure.



10. HARASSMENT

(a) It is the Company's policy to provide a working environment that fosters mutual Employee respect and a harassment free working relationship.

(b) The Company strictly prohibits any form of harassment which include, but not limited to, unwelcome verbal or physical advances and sexually, racially or otherwise derogatory or discriminatory materials, statement or remarks during the performance of official duties, where by inappropriate conduct has the purpose or effect of:

- (i) Creating an intimidating, hostile or offensive work environment;
- (ii) Unreasonably interfering with an Employee's work performance; or
- (iii) Affecting an Employee's employment opportunity.

(c) Any Employee who believes that he has been subjected to harassment and any Employee who observes or becomes aware of any harassment should immediately report the incident to his immediate superior or to the Human Resource Management Department. All report will be treated as confidential.

11. DISSEMINATION OF ILLICIT MATERIALS

Employee is prohibited from disseminating any illicit materials, either in the form of text or pictures, via electronic mail, internet or documents during working hours or on the Company's premises.

12. DISSEMINATION OF RUMOURS

Employee is to constrain from listening to rumours and is prohibited from making any statements or remarks which could lead to rumours pertaining to the Company or its business dealings.



13. ALCOHOL AND DRUGS

(a) Employee is prohibited from possessing, using, consuming, distributing or selling of alcohol, illicit or unprescribed controlled drugs, inhalants and all other forms of substance abuse during working hours or on the Company's premises.

(b) Reporting for work under the influence of, or being unfit for work as a result of use of unprescribed drugs or alcohol is a misconduct which may lead to disciplinary action being taken.

14. DRESS CODE

Employee shall be will groomed and shall wear appropriate attire for the work assignment during working hours and be suitably attired for any official or social function which the Employee attends as a representative of the Company.

15. OTHER RESPONSIBILITIES

(a) No Employee shall knowingly aid or abet the evasion of exchange control or tax legislation. (b) No Employee shall conspire to defraud.

16. VIOLATION

(a) Non compliance with the Standing Instructions on Business Ethics is a misconduct, violating the terms and conditions of employment which will result in an investigation/inquiry to establish the facts and if substantiated may lead to disciplinary action being taken.

(b) In the case of suspected corruption or other forms of criminal activity or breach of the law or regulations, the Company has the right to report the case to the appropriate authorities.

(c) An Employee who has any knowledge of any questionable or possible breach of the Standing Instructions on Business Ethics or possible illegal action affecting the Company, is expected to promptly report such actions to his superior or to the Company immediately. Additionally, full disclosure and co-operation of the Employee with the parties involved in the investigation is essential. Any concealment, regardless of reason, will be considered a violation of the Standing Instruction on Business Ethics.