



CODE OF CONDUCT

TRANSFORM EXPLORATION PTY LIMITED AND ITS SUBSIDIARIES

OCTOBER 2012

Table of Contents

1 INTRODUCTION	2
1.1 WHO THE CODE APPLIES TO	3
1.2 APPLICATION TO ALL ACTIVITIES	3
1.3 APPLICATION TO CONTRACTORS.....	3
1.4 UNDERLYING VALUES	3
1.5 MANDATORY ATTENDANCE AT TRAINING SESSION	3
1.6 REPORTING NON-COMPLIANCE.....	3
1.7 DETECTION BY AUDITORS	3
1.8 COMMITMENT FROM TRANSFORM BOARD.....	3
2 CODE RULES.....	4
2.1 COMPLIANCE WITH LAWS	4
2.2 ETHICS	4
2.3 SUSTAINABILITY.....	4
2.4 HEALTH, SAFETY, ENVIRONMENT AND SECURITY	4
2.5 CONFLICT OF INTEREST	4
2.6 DIRECTORSHIPS.....	5
2.7 OUTSIDE EMPLOYMENT	5
2.8 DEALING WITH AUDITORS.....	5
2.9 IMPROPER GATHERING OR DISCLOSURE OF COMPETITIVE INFORMATION.....	5
2.10 EXTERNAL COMMUNICATIONS.....	5
2.11 SHARE TRADING.....	6
2.12 GIFTS, MEALS, ENTERTAINMENT, AND OTHER PERSONAL	6
2.13 COMPLIANCE WITH ANTICORRUPTION LAWS	6
2.14 ACCOUNTING FOR TRANSFORM RESOURCES.....	10
2.15 COMPETITION LAW	10
2.16 U.S. SANCTIONS AND ANTI-BOYCOTT REGULATIONS.....	10
2.17 MONEY LAUNDERING.....	10
2.18 PROTECTING COMPANY PROPERTY	10
2.19 POLITICAL CONTRIBUTIONS, SPONSORSHIPS AND ACTIVITIES	10
2.20 DRUGS AND ALCOHOL.....	11
2.21 CONFIDENTIALITY AND PRIVACY	11
2.22 TREATMENT OF COLLEAGUES AND EMPLOYMENT	11
2.23 COMPUTER USAGE	11
2.24 FRAUD	11
2.25 TRAVEL AND EXPENSES	11
2.26 CONSEQUENCES OF NON-COMPLIANCE.....	12

1 INTRODUCTION

1.1 WHO THE CODE APPLIES TO

This Code applies to all directors, employees, contractors, consultants, agents, advisors, and other third parties engaged by Transform Exploration and its related companies (collectively "Transform" or Company"). You must conduct the business of Transform in accordance with this Code.

1.2 APPLICATION TO ALL ACTIVITIES

This Code applies to all operations of Transform.

1.3 APPLICATION TO CONTRACTORS

Transform expects all contractors, consultants, agents, advisors, or other third parties engaged by Transform (collectively, "Contractors") to conduct their business in accordance with the Code. Prior to engaging any Contractor, the Company will provide the Contractor with a copy of the Code and make the Contractor aware that Transform expects them to conduct their business in accordance with this Code.

1.4 UNDERLYING VALUES

You must perform your duties:

- ethically, honestly, responsibly and diligently;
- in full compliance with the letter and spirit of the law and this Code; and
- in the best interest of Transform.

1.5 MANDATORY ATTENDANCE AT TRAINING SESSION

You are expected to understand and be familiar with this Code.

All new employees, directors and in-house contractors of Transform must be formally inducted into the Company and are required to know their obligations under the Code. Ongoing awareness and training sessions on the Code will be conducted for you, but it is your responsibility to know your obligations.

1.6 REPORTING NON-COMPLIANCE

You should report immediately any breach of the Code that you become aware of or any circumstances that you believe may involve deviation from the Code. You can make a report in confidence by sending an e-mail to the Transform Chairman john.akehurst@transformex.com.au. If you report a violation in good faith, you will be protected from retaliation.

Employees are expected to provide accurate information and to fully cooperate with investigations. You may not interfere with or obstruct an investigation by providing false information, concealing or destroying information, or disclosing information about an investigation unless permission is granted by the investigator.

If an employee is dismissed for violating this Code, that employee will not be eligible for re-employment or service as a contract or temporary worker with any Transform company or affiliate. In the event such a former employee is re-hired or becomes an employee again by virtue of a future merger or acquisition, Company reserves the right to dismiss the individual. Company also reserves the right to advise any of its contractors that it does not wish such former employee to perform work on Company's behalf.

1.7 DETECTION BY AUDITORS

Transform's auditors are responsible for reviewing Transform's internal control environment and the financial accounts. Part of these reviews will be to report to the Board of Directors any breaches of the Code which they detect.

1.8 COMMITMENT FROM TRANSFORM BOARD

The Board is committed to ensuring Transform complies with all applicable laws and standards. The Board will promote a culture of fair and ethical behaviour and requires the reporting of corrupt practices, breaches of the law and matters potentially detrimental to Transform or its reputation.

2 CODE RULES

2.1 COMPLIANCE WITH LAWS

You must comply, at all times, with all laws governing Transform and its business. Transform is subject to the laws of multiple countries including Australia, Indonesia, and other countries where it has operations or business ties. Additionally, where described in this Code, Transform chooses to comply with particular laws of countries such as the United States and United Kingdom regardless of whether the Company is subject to them. Compliance with the law means observing the letter and spirit of the law.

In some cases, there may be uncertainty about which laws and regulations are applicable at a given time. Where local laws adopt different standards to those applicable under the laws of Australia, the laws of Indonesia, or the provisions of this Code, Transform will adopt the higher standard. If local laws are ambiguous, you should ask a supervisor for guidance.

2.2 ETHICS

You are expected to conduct Transform's operations in keeping with the highest legal and ethical standards.

You should manage the Company's business at all times so that Transform is recognised as a "good corporate citizen."

You must not directly or indirectly engage in any activity which could by association cause Transform public embarrassment.

2.3 SUSTAINABILITY

Transform will be a leader in delivering sustainability, driven by integrity, innovation and partnership with governments and the communities with which we work. You must play your part in contributing to this effort.

All Company activities must be planned and managed so that they are carried out in a manner which is sensitive to the culture and requirements of the people they may affect.

2.4 HEALTH, SAFETY, ENVIRONMENT AND SECURITY

The Company is committed to the wellbeing of all those who are involved in or impacted by its operations. Transform intends to achieve incident free operations through the provision of effective HSES management systems across all of its operations and work sites under its *Health, Safety, Environment & Security Policy* and by placing HSES at the top of its management agenda.

You must comply with the Policy. You should promote a culture under which your actions and those of your colleagues are consistent with the Company's commitments under the HSES Policy. In particular you must be conscious at all times of the need to report incidents and minimise any risks to your own safety.

All Company activities must be planned and managed to ensure minimum environmental impact.

2.5 CONFLICT OF INTEREST

You must not use your position for personal gain or to benefit any business or person other than Transform.

A Transform employee may not, directly or indirectly, have an equity interest in or a significant beneficial connection with, or be employed by any business or individual which competes with or is a supplier to Transform without the prior written consent of the Managing Director. In addition,

you should disclose to the Managing Director in writing any circumstance where a member of your family, or companion over whom you have influence, is employed in a role with a competitor or supplier which raises a potential conflict of interest with Transform.

Employees must not engage directly or indirectly in any outside business activity for Transform's customers, suppliers or competitors, without the prior written consent of the Managing Director. (Any existing business activity which is in breach of this clause must be reported to the Group Secretary).

Ownership of shares by an employee in a public company which deals with or competes with Transform is not a violation of this Code if you—or a member of your family or companion over whom you have influence—do not own, directly or indirectly, more than 1% of the shares in the public company.

2.6 DIRECTORSHIPS

You must not consent to be a director of a company which is a customer of or supplier to Transform or which is or may become a competitor of Transform, without the prior written consent of the Managing Director.

Directors must notify the Chairman of the Board and the Group Secretary if they believe that they are presently or might in the foreseeable future be affected by a conflict of interest in their duties to Transform. A director who is affected by a conflict of interest must excuse himself or herself from that part of any meeting which discusses the matter in relation to which there is or may be a conflict of interest (Issue) and must not read or access that part of any Board paper or other Board or management communications that deal with the Issue. The Group Secretary will implement procedures to prevent a director who has given notice of an existing or potential conflict of interest from receiving or accessing Board papers and other Board or management communications concerning the Issue.

Generally, directors must comply with the detailed requirements of the *Board Charter*.

2.7 OUTSIDE EMPLOYMENT

Employees must not pursue any forms of employment or outside interest where a conflict of interest with your obligations to Transform may arise. Managers must approve any such arrangements irrespective of whether any form of financial benefit or gratuity is provided.

2.8 DEALING WITH AUDITORS

You must fully co-operate with Transform's auditors.

You must not make a false or misleading statement to the auditors and must not conceal any relevant information from them.

2.9 IMPROPER GATHERING OR DISCLOSURE OF COMPETITIVE INFORMATION

Competitive information should never be obtained—directly or indirectly—by illegal or unethical means such as misappropriating proprietary information, bribery, impersonating an employee, supplier or customer of a competitor, or hiring Contractors to do so.

You must not disclose confidential Transform information to any third party without the prior consent of the Managing Director and without the third party agreeing in writing to suitable confidentiality restrictions in respect of the information.

Employees must not use Transform information, directly or indirectly, for the purpose of personal gain.

2.10 EXTERNAL COMMUNICATIONS

You must not, without authority, directly or indirectly state that you are representing Transform or its public position in respect of any matter.

You must not comment on or describe the Company's activities or plans or make any public comment on behalf of Transform without authority.

2.11 SHARE TRADING

You must not deal in the securities of any companies when you have inside information about those companies through your role with Transform.

The restrictions on share trading extend to 'connected persons', as explained in the Share Trading Policy.

2.12 GIFTS, MEALS, ENTERTAINMENT, AND OTHER PERSONAL FAVOURS

You must not give, seek or accept in connection with Transform activities any gift, meal, entertainment or other personal favour or assistance which goes beyond common courtesies associated with general commercial practice. Exceptions to this general rule may be made if approved by the Managing Director.

The purpose of this policy is to ensure that the offer or acceptance of a gift or entertainment cannot create an obligation or be construed or used by others to allege favouritism, discrimination, collusion or similarly unacceptable practices by Transform.

You must not provide any gifts, meals, entertainment, or other personal incentive to anyone to obtain or retain business or a competitive advantage. You may offer meals or other modest or routine forms of entertainment to non-government customers or suppliers as a courtesy during the course of conducting normal business. If you are considering entertainment for non-government customers or suppliers that is more than modest or routine, you should obtain the prior consent of your supervisor in advance.

Special care must be taken when dealing with government customers. Business activities that might be appropriate when working with private sector customers may be improper and even unlawful when dealing with government customers. The restrictions of Applicable Anti-Corruption Laws (as defined in Section 2.13) can extend to gifts, meals, entertainment and other personal favours such as travel. Accordingly, you may not provide Government Officials with gifts, entertainment, or other things of value, no matter how nominal, without prior approval of [Head of Compliance]. Approval will not be given unless the proposed gift, meal, entertainment, or other favour:

- Is not cash;
- Is of nominal value and is not lavish or excessive;
- Is provided as a courtesy, token of regard or esteem, expression of gratitude, or in return for hospitality in accordance with the customs of the country where given;
- Is permitted under Applicable Anti-Corruption Laws and under the local law and regulations of the Government Official's governmental entity;
- Is of the type and value that are unequivocally customary and appropriate for the occasion;
- Is infrequent; and

Is accurately recorded in the Company's books and records.

2.13 COMPLIANCE WITH ANTICORRUPTION LAWS

It is the policy of Company to comply with the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended; the UK Bribery Act 2010 ("UKBA"); and all other similar or equivalent anti-corruption and/or anti-bribery laws of any jurisdiction applicable to Company and its subsidiaries (collectively, "Applicable Anti-Corruption Laws"). All directors, officers, employees, business partners, and Contractors, must comply with all Applicable Anti-Corruption Laws.

A. Applicable Anti-Corruption Laws

1. United States Foreign Corrupt Practices Act

The FCPA has two basic components:

- (a) The Anti-Bribery Provisions prohibit:

- (i) the making of a payment or a gift (or an offer or promise of a payment or gift) of money or anything of value;
- (ii) directly to any **foreign official**, foreign political party or party official, or any candidate for foreign political office;
- (iii) or indirectly to such persons, through any person or entity, "while knowing" that the payment, gift, etc., will be passed on to such a person;
- (iv) if the purpose of the payment or gift is: (a) to influence any act or decision of such person in his official capacity; (b) to induce such person to do or omit to do any act in violation of his lawful duty; (c) to induce such person to use his influence with the foreign government; or (d) to secure any improper advantage;
- (v) in order to help the payer/giver/offeror/promisor obtain or retain business or direct business to any person or entity;
- (vi) provided that some action in furtherance of the transaction took place in the United States, or the payment was made by a U.S. person, entity, or issuer of securities publicly traded on U.S. exchanges acting in another country.

Because the FCPA is a U.S. law, the term "foreign" means "non-U.S.". The term "foreign official" means any officer or employee of a foreign government (including Australia or Indonesia) or any department, agency, or instrumentality thereof, or of a public international organization (e.g., the United Nations, IMF, or World Bank), candidates for political office, political parties, party officials, or any other person acting for or on behalf of a government or government agency. The term not only includes officials that work at government agencies, but it also includes employees that work at government instrumentalities and government-controlled or government-operated businesses which may include some of Company's customers.

As described above, the FCPA prohibits paying or promising to pay or giving anything of value to any other person (e.g., business partners or Contractors) "while knowing" that such other person will pass some or all of the payment on to a foreign official. Such knowledge includes not only actual knowledge, but also willful blindness or a conscious disregard of a risk that such other person may do so.

The FCPA broadly prohibits any improper payment made with a business-related purpose. It not only extends to payments made directly for obtaining business, but it also extends to payments made in connection with procurements, zoning, licensing, customs, imports, exports, police protection, and other government-to-business interactions.

- (b) The Record-Keeping and Accounting Provisions require entities whose securities are publicly traded on U.S. exchanges, including foreign companies with American Depositary Receipts (ADR) traded on U.S. exchanges, to make and keep accurate books and records in reasonable detail and to devise and maintain a reasonable system of internal controls. The record-keeping and accounting provisions apply to all payments, regardless of the size or type of payment. Although Transform is not a U.S. listed company, the Company as a matter of policy aims to conduct its operations consistent with these provisions.

2. *U.K. Bribery Act 2010*

The UKBA makes it a criminal offense:

- (a) to directly or indirectly through third parties offer, promise, or give a financial or other advantage to any person in order to induce any person to improperly perform a public or private function or to reward the improper performance of a public or private function, or where the offeror, promisor, or giver knows or believes that acceptance of the bribe would constitute improper performance of a public or private function; to directly or indirectly request or receive a bribe from any person;
- (b) to directly or indirectly request, agree to receive, or accept a financial or other advantage in the context of public or private functions;
- (c) to directly or indirectly offer, promise or give a financial or other advantage to a "foreign public official" in order to influence the official in his official capacity and to obtain or retain business or an advantage in the conduct of business; and
- (d) for a commercial organization (which may be a company incorporated in the U.K. or a company incorporated elsewhere that carries on business, or part of a business, anywhere in the U.K.) if it fails to prevent a person or entity that performs services for or on behalf of the company from committing bribery (i.e., any of offense (a)-(c) above) with the intention of obtaining or retaining business, or an advantage in the conduct of business for the company.

Because the UKBA is a U.K. law, the term "foreign" means "non-U.K." A "foreign public official" means anyone who holds a legislative, administrative, or judicial position, whether elected or appointed, an official or agent of a public international organization, and anyone who exercises a public function for a foreign country or its public agency, including government-owned or government-controlled companies.

The UKBA, unlike the FCPA, does not contain an exception for "facilitating payments," also known as "grease payments," which are small payments made to Government Officials to expedite the performance of routine, non-discretionary governmental action. Accordingly, Company prohibits "facilitating payments"

B. Government Officials

The FCPA and UKBA broadly define the category of persons to whom improper payments may not be made. Although the definitions vary somewhat, this Code prohibits improper payments to all persons covered by the FCPA and UKBA. Accordingly, as used in this Code, "Government Official" means any officer or employee of a government, a public international organization or any department or agency thereof or any person acting in an official capacity for such government or organization. This includes:

- (1) a *foreign official* as defined in the FCPA;
- (2) a *foreign public official* as defined in the UKBA;
- (3) an officer or employee of a Government-owned, -controlled, or -operated enterprise, such as a national oil company; and
- (4) any non-U.S. political party or party official or any candidate for foreign political office.

C. Due Diligence

Before entering into an agreement with any business partner or Contractor that may act, or may appear to act, on behalf of Company with regard to a Government Official (together "Representatives"), the Company must perform proper and appropriate anti-corruption-related due diligence and obtain from the Representative certain assurances of compliance. To ensure that these and other appropriate safeguards are in place, Company directors, officers, and employees are required to obtain prior written approval of the [Head of Compliance] before entering into a joint venture with or hiring any Representative. Approval is required, for example, for any party who will help procure a government contract or a government permit or license. Requests for

approval must be made in writing to the Board, which will conduct due diligence and respond expeditiously.

One of the key aspects of anti-corruption-related due diligence investigations is the identification of “red flags” which may indicate the potential existence of a corruption problem. Examples of potential “red flags” include, but are not limited to, the following:

- (1) The contracting party has a history of improper payment practices.
- (2) The contracting party is in a country where there is widespread corruption or has a history of bribes and kickbacks. (Transparency International maintains a corruption index that is a useful resource:
http://www.transparency.org/policy_research/surveys_indices/cpi/2011/results.)
- (3) The contracting party is involved in or with an industry that has a history of Applicable Anti-Corruption Law violations and/or corruption.
- (4) The contracting party refuses to agree to comply with Applicable Anti-Corruption Laws.
- (5) The contracting party has a family or business relationship with a Government Official.
- (6) The contracting party has a poor business reputation.
- (7) The contracting party insists that its identity remain confidential or refuses to divulge the identity of its owners, directors, or officers.
- (8) A government customer recommends or insists on use of a particular intermediary or consultant.
- (9) The contracting party does not have offices or a staff.
- (10) The contracting party does not have significant experience.
- (11) The contracting party insists on unusual or suspicious contracting procedures.
- (12) The fee or commission to be paid to the contracting party is unusually high.
- (13) The payment mechanism to be utilized is secretive or unusual.
- (14) The contracting party submits inflated or inaccurate invoices.
- (15) The contracting party requests cash or bearer instrument payments.
- (16) The contracting party requests payment in a jurisdiction outside its home country that has no relationship to the transaction or the entities involved in the transaction.
- (17) The contracting party asks that a new customer be granted an excessive credit line.
- (18) The contracting party requests unusual bonus or special payments.
- (19) The contracting party requests an unusual advance payment.

All due diligence investigations conducted by the Company will include an analysis of potential “red flag” issues. Investigations of potential “red flag” issues should be carefully documented and relevant documents, such as due diligence reports and compliance certificates, should be maintained by [Head of Compliance].

The Company’s agreements with Representatives must emphasize the importance of compliance with all applicable laws, including but not limited to Applicable Anti-Corruption Laws, and with Company policies and procedures. The Representative should be advised that it will forfeit, without recourse, any amounts due if it makes an improper payment or if it acts in violation of any Applicable Anti-Corruption Law, the Company’s policies or procedures, or the Representative’s contractual agreement with the Company.

Any agreement with a Representative should (1) require the Representative to certify compliance with Applicable Anti-Corruption Laws, (2) confirm that no officer, director, or owner of the Representative is a Government Official, (3) include safeguards allowing the Company to terminate or suspend the agreement for potential violations of Applicable Anti-Corruption Laws, (4) allow the Company to audit or review the Representative’s books and records for potential violations of Applicable Anti-Corruption Laws (5) provide that if the Representative is awarded a commission, that the commission be calculated based on an agreed-upon percentage of the total contract value consistent with the fair market value for the Representative’s services, (6) clearly define the services or benefit to be provided to the Company, and (7) require the Representative to provide periodic reports in writing setting out the services provided in the previous quarter.

D. Training and Auditing

The Company will provide training on Applicable Anti-Corruption Laws in addition to or in conjunction with the training on this Code and will also perform regular audits of the Company’s records, books, and accounts to ensure compliance with Applicable Anti-Corruption Laws and with Company policies and procedures.

2.14 ACCOUNTING FOR TRANSFORM RESOURCES

Employees must ensure that all Transform accounting records accurately and fairly reflect, in reasonable detail, the underlying transactions and all Transform's assets and liabilities. Accounting records must be maintained in accordance with generally accepted accounting principles and the financial and accounting policies issued by Transform.

2.15 COMPETITION LAW

You must comply with all applicable competition laws. Depending on the situation, the *Competition and Consumer Act 2010* (Australia), or the laws of other jurisdictions could apply, depending on which market is affected by the action or agreement in question. Competition law is mainly applicable when Transform is selling oil and gas or acquiring goods and services. In particular, arrangements with competitor companies need legal review.

To avoid even the appearance of activities prohibited by applicable competition laws, you should not exchange or discuss pricing or other competitive information with competitors or provide or discuss such information to a trade association without prior consultation with the Board. You should also consult with the Board on the timing and manner in which the Company plans to announce price increases or decreases to customers.

Similarly, the Company should not make agreements or reach understandings with competitors not to deal with any customer, supplier, or competitor, or any group of customers, suppliers, or competitors.

2.16 U.S. SANCTIONS AND ANTI-BOYCOTT REGULATIONS

The U.S. Government restricts dealings with designated countries, their governments, and their nationals (including companies and other entities). It is the Company's policy to comply with these U.S. restrictions and therefore the Company may not have any business dealings with such designated countries or entities.

In addition, the U.S. restricts dealings with certain individuals and entities. The U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") maintains a list of Specially Designated Nationals and Blocked Persons (the "SDN List"), which includes the names of all such sanctioned persons. The SDN List is frequently updated. The list is available at <http://www.treas.gov/offices/enforcement/ofac/sdn/index.shtml>. The Company may not have any business dealings with any person on the SDN List.

In addition, U.S. law prohibits participation in or cooperation with restrictive trade practices or economic boycotts imposed by other nations when those boycotts are not sanctioned by the U.S. It is the Company's policy to comply with this prohibition.

2.17 MONEY LAUNDERING

It is the Company's policy to comply with U.S. laws prohibiting participation in transactions that facilitate criminals in giving the financial proceeds of criminal activities the appearance of legitimacy. In order to comply with these laws—and to assist shareholders' compliance with these laws—you may not accept any payment in cash equal to or exceeding U.S. \$5,000 for any service or products sold by Company. Payments tendered to Company in that amount shall be refused and the incident reported to [Head of Compliance].

2.18 PROTECTING COMPANY PROPERTY

You should take all prudent steps to ensure the protection of Transform property. You should minimize the possibility of theft of Transform property including laptop computers and mobile phones and use reasonable measures to protect the Company information on laptops and other mobile devices.

2.19 POLITICAL CONTRIBUTIONS, SPONSORSHIPS AND ACTIVITIES

It is Transform's policy not to make political contributions to any government official, political party, political party official, election committee or political candidate.

All sponsorships of a non-political nature (for example, sponsorship of sporting teams) and related activities involving Transform must be approved in advance in accordance with internal guidelines.

2.20 DRUGS AND ALCOHOL

The use or possession of illicit drugs, the unauthorised use of alcohol and misuse of medication is prohibited at Transform premises, work sites and while driving a Company vehicle. Details are provided in the Company's *Drug and Alcohol Policy*, which you must comply with.

Disciplinary action up to and including termination will be taken for breach of Drug and Alcohol Policy.

2.21 CONFIDENTIALITY AND PRIVACY

As an employee of Transform, you may on occasion have access to private, confidential or sensitive information of individuals (including private communications, medical records, financial information and payroll and personnel information) or of Transform or other businesses (including business affairs, transactions, accounts, operations, work, investigations, discoveries, reserves, products, designs, processes, financing, management, ideas, inventions, trade secrets, technical system design or research data).

Accessing, using or disclosing that information for any reason other than the legitimate pursuit of Transform duties constitutes misuse of the information. Any misuse or unauthorised release of information, either during your time with Transform or subsequently, may be grounds for discipline and the initiation of legal action against you.

You must use personal information in a legal and ethical way that protects the privacy of individuals.

2.22 TREATMENT OF COLLEAGUES AND EMPLOYMENT

Transform expects you to be courteous, fair and honest in your dealings with all other employees, Contractors, and other third parties. Transform will not tolerate you harassing, discriminating, bullying or disparaging another employee or behaving unfairly toward another employee. All individuals are responsible for knowing and following all Transform policies that prohibit discrimination and/or harassment.

Transform recruits, hires, trains, transfers and promotes without regard to race, colour, national origin, citizenship, religion, sex, marital status, age, or any other category to the extent protected by applicable law. Additionally, the equal opportunity/non-discrimination commitment governs all terms, conditions and actions related to employment.

Any employee found to be responsible for harassment, or for retaliating against any individual who reports a claim or harassment or cooperates in any investigation, will be subject to disciplinary action, including termination.

2.23 COMPUTER USAGE

The use of the Transform network to access or store pornographic or other offensive material is prohibited. Use of the network to access gambling sites is also prohibited.

2.24 FRAUD

Transform will not tolerate any fraud or misappropriation. Transform will take disciplinary action against you for that behaviour and is most likely to report the matter to the Police.

2.25 TRAVEL AND EXPENSES

When travelling on Transform business you must only claim legitimate travel expenses in accordance with the policy.

If Transform provides you with a mobile phone or device, you should keep personal calls and data charges to a reasonable level, especially when overseas.

2.26 CONSEQUENCES OF NON-COMPLIANCE

Any breach of this Code must be reported and may result in disciplinary action. Depending on the severity of the breach, the disciplinary action may include a reprimand, formal warning, demotion or termination of employment (or termination of contract, in the case of breach by a contractor). Breach of applicable laws may also result in prosecution by the appropriate authorities.

Disciplinary action will also be taken against any supervisor or manager who approves of an action which is in breach of this Code or who knows about the action and does not immediately take appropriate remedial action.