

EMPLOYEE HANDBOOK

(Understanding employment issues at SDSD)

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SECTION 1

Welcome to SDSD.

Here at SDSD we believe that every employee contributes directly to the success and growth of the Company; I hope you will take pride in being a member of our team.

The employee handbook describes some of the expectations of our employees and outlines the policies, procedures and benefits available to eligible employees. You should become familiar with the contents of the handbook as soon as possible, since it will answer many questions about your employment with SDSD.

We believe that professional relationships are made easier when all employees are aware of the culture and values of the Company. This handbook will help you to understand more fully our vision for the future and the challenges that lie ahead.

I hope that your experience here will be enjoyable, challenging and rewarding.

Tony Odegbaro
CEO

INTRODUCTION

SDSD is an international software company SD Software Developers Ltd (SDSD), SDSD specializes in software tools consultancy, advisory, development and delivery of automated messaging solutions, shipping databases, industry solutions, community portals and related applications.

Headquartered in London, England, SDSD acquired Strategic Software Ltd and Dataworks Ltd in 2008. The company has global presence through a network of overseas offices, selected resellers and agents.

OFFICE LOCATION

Head Office: 83 Baker Street, London, UK.

The Company also has offices in Greece, Singapore, Bulgaria, Malaysia, Nigeria, Vietnam, India and a comprehensive network of resellers and agents across the globe.

Refer to the www.sdsd.com for list of offices and addresses worldwide

PRODUCTS AND SERVICES

You can find out more about our products and services by reading the product datasheets produced by the Sales department. These documents are located in the SALES area of the network shared drive and are also on the Company Intranet.

SECTION 2n

YOUR ROLE AS AN EMPLOYEE

All roles within the Company contribute to the successful operation and realization of the Company's mission of business growth and of developing the maximum potential of every employee. SDSD will strive to attain the highest standards possible, both in our dealings with clients and colleagues alike.

SHARED VALUES

The following shared values are key to our ongoing success:-

- Respect for Others: Staff must respect other staff member's contribution to the company, irrespective of differences of opinion, or common agreement on an issue, idea or approach. Abusive, upsetting or offensive behavior or language towards other members of staff and customers is unacceptable.

- **Customer Dedication:** All staff members must commit to and apply the highest form of dedication to all customer issues and interactions.
- **Highest Standards of Integrity:** All staff members must adopt the highest possible standard of integrity in all dealings with fellow staff members and customers.
- **Commitment to Excellence:** All staff members must commit to the pursuance of excellence in their jobs and responsibilities to the company and our customers.
- **Accountability for Success:** All staff must be accountable and accept accountability for their jobs and responsibilities to fellow staff, the company and our customers.

CLIENT RELATIONS

Clients are among the Company's most valuable assets and every employee represents SDSD to our customer base and the public at large.

Clients judge the Company by how they are treated during each individual employee contact, therefore one of our primary business priorities is to assist any client, existing or potential.

Every employee must recognize and appreciate that our personal contact with the public, telephone manner and written communications that we send to clients are a reflection not only of ourselves, but also of the professionalism of the Company.

Positive client relations enhance the global perception and image of SD Software Developers Ltd respectively SDSD, and also result in greater customer loyalty and increased sales and profitability.

Nothing is more important than being courteous, friendly, helpful and prompt in the attention and service you extend to our customers.

CONDUCT AND BUSINESS ETHICS

SDSD believes in conducting business ethically and as such all staff are expected to conduct their client liaisons based upon the highest ethical standards. All customer dealings must seek to secure a long lasting relationship based on the utmost professional standards.

Employees are expected to conduct themselves in a professional manner when involved with Company business, and should not engage in any activity that is prejudicial to the Company's interests.

INDUCTION

The purpose of the induction program is to ensure that you are integrated into your work in a

satisfactory, supportive and competent manner. It also provides a vehicle for welcoming you and making you feel at ease.

The induction program will be conducted by a member from HR and the program is designed to enable you to gain a clear understanding of the work, the parameters in which you will operate and the relevant policies & procedures.

It should enable you to gain knowledge of how the Company operates its aims & objectives, the client group and relevant stakeholders. Inductions should be conducted within two weeks of joining the Company.

PROBATIONARY PERIOD

On joining SDSD you will undergo a probationary review period. Your work shall be constantly reviewed during the probation period and if there are any concerns the Company addresses this.

A meeting shall be held with you a week before the end of that probation period in order to be presented the Company decision:

- That you are now a permanent employee of SDSD.
- That you did not satisfactorily complete the probationary period and will be asked to leave SDSD.

On a successful completion of your probationary period your manager will schedule a performance review and make any necessary adjustments to job tasks and goals.

During your probationary period all benefits will be paid as normal and you have all the agreed employment rights.

YOUR MANAGER

No work relationship is as vital as the one between you and your manager. It is therefore very important that you build a solid work relationship with your manager.

Your manager's vital responsibilities are to see that you are well informed, trained, succeed in your role, and are working in an atmosphere that promotes and provides job satisfaction.

Do not hesitate to approach your manager if you have any questions, or problems. Your manager is there to assist you in the best way possible.

CHANGES IN PERSONAL CIRCUMSTANCES

Any change in personal status must be reported to HR through your manager. These include the following:

- change of address or telephone number
- change of marital status
- change of name
- change of nationality
- change of next of kin details
- change of relationship to an existing employee

HOURS OF WORK

SDSD operates a standard 40 hour week, Monday to Friday inclusive. This is exclusive of an (unpaid) lunch break of 60 minutes per day.

Professional Service, Support and Development staff will be required to work variable, and sometimes unscheduled, hours depending on the level of customer requests and requirements; this is in addition to meeting the requests of overseas regional support offices.

Professional Services staff will be required to travel overseas, often at short notice, to conduct training, technical support or installation exercises.

Staff may be allowed to vary their working hours at the discretion of the Company; likewise the Company may vary the working hours of its staff.

Staff is required to be at usual place of employment during the standard working hours. Lunch breaks should be taken between 12.30 and 14.30 o'clock, Monday to Friday.

SECTION 3

SDSD GROUP STRUCTURE

Please refer to staff Intranet for up to date structure details.

SECTION 4

COMPANY POLICIES AND PROCEDURES

CONFIDENTIALITY

All members of staff shall treat with the strictest confidence any information related to the Company or the Company's clients. Information acquired on a client's premises shall not, under any circumstances, be divulged to a third party.

All notes, memoranda, records and writings made by an employee, and relating to the Company or its Associated Companies, shall remain the property of the Company to whose

business they relate. Upon request, they shall be delivered by the employee to the Company to which they belong forthwith.

COPYRIGHT

If at any time during your appointment with the Company, whether alone or with any person or persons, and in the course of the duties of this appointment, or other duties specifically assigned to you, originates any design or other work in which copyright may subsist, you shall promptly disclose it to the Company, and shall hold it in trust for the Company.

PERSONAL RECORDS

The Company maintains a personnel file for each employee. This includes information such as the employee's C.V. or resume, training records, performance appraisals and salary increases, plus other employment related information.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally only management personnel, with a legitimate reason to review information in an employee's file, will be allowed to do so.

Employees wishing to review their own file should contact the HR manager. With reasonable advance notice, employees may review their own personnel file in SDSD office in the presence of an individual appointed by the Company to maintain the files.

CONFLICTS OF INTEREST

Members of staff shall not, during the continuance of their employment without the prior written consent of the Company, undertake work for any other company, organisation or individual engaged in direct or associated interests of the Company.

Staff undertaking freelance work must observe the Company's copyright, and they have no right in the use of the Company's published material.

NON DISCLOSURE

The protection of confidential business information and trade secrets is vital to the interests and the success of the Company. Such confidential information includes, but is not limited to, the following examples:

- | | |
|-------------------------------|---------------------------------------|
| * Computer processes | * Pending projects and proposals |
| * Computer programs and codes | * Proprietary production processes |
| * Customer lists | * Research and development strategies |
| * Customer preferences | * Scientific data and formulae |
| * Financial information | * Scientific prototypes |
| * Marketing strategies | * Technological data |

* New materials research

* Technological prototypes

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

ALCOHOL AND DRUGS POLICY

The Company operates a very strict alcohol and drugs policy. In the interest of health and safety, the Company will not tolerate in any circumstances the taking of illegal drugs and will not tolerate any employee partaking in this.

All employees, regardless of status, are expected to adhere to, and observe, current and future legislation, and both this Company and client policies and rules regarding the consumption of alcohol and/or drugs whilst on, or reporting for, duty or whilst on Company or client premises.

The consumption of alcohol on the Company's premises is not allowed except at authorized company functions or with the prior consent of senior management. Any employees, regardless of status, found consuming either drugs or unauthorized alcohol on company premises, or thought unfit to carry out their normal duties through the unauthorized consumption of such, may be subject to disciplinary action.

This policy applies to all full-time, part-time, contract, and temporary employees. Violation of this policy is subject to corrective action up to and including dismissal.

PRESCRIPTION DRUG USE

Employees covered by this policy may use prescription drugs and "over the counter" medications provided that:

- The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized medical practitioner;
- The employee does not consume prescribed drugs more often than as prescribed by the employee's physician;
- Any employee who has been informed that the medication could cause adverse side effects while working shall inform his/her manager prior to using these substances.

USE OF EQUIPMENT AND SOFTWARE POLICY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need have repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

COMPUTER AND EMAIL USAGE

Computers, computer files, the email system, and software furnished to employees are SDSD property intended for business use.

Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

SDSD strives to maintain a workplace free from harassment and sensitive to the diversity of its employees. Therefore, the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale is strictly prohibited. For example, the display or transmission of sexually explicit images, messages, and cartoons is not permitted. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, or anything that may be construed as harassment or showing disrespect for others. Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

INTERNET USAGE

Internet access to global electronic information resources on the World Wide Web is provided by SDSD to assist employees in obtaining work related data and technology.

The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of SDSD and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.



The equipment, services, and technology provided to access the Internet remain at all times the property of SDSD. As such the Company reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by SDSD in violation of law or the Company's stated policies, will result in disciplinary action up to and including termination of employment

Employees may also be held personally liable for any violations of this policy. The following behavior details examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:-

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the Company's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the Company
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the Company or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the Company's image

reputation

- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the Company's electronic communications systems
- Sending or posting messages that disparage another organizations products or services
- Passing off personal views as representing those of the Company
- Sending anonymous email messages
- Engaging in any other illegal activities

EQUAL OPPORTUNITY POLICY

The Company adopts a policy of non-discrimination and will treat everyone equally irrespective of sex, sexual orientation, marital status, age, disability, race, color, ethnic or national origin, religion, political beliefs or membership or non-membership of a Trade Union and places an obligation upon all staff to respect and act in accordance with the policy.

GENERAL DISCRIMINATION PROHIBITION

There is a general prohibition for any kind of direct or indirect discrimination based on sex, race, nationality, ethnicity, human genome, nationality, origin, religion or belief, education, beliefs, political affiliation, personal or social status, disability, age, sexual orientation, marital status, property status or any other signs established in law or international treaty

DIRECT DISCRIMINATION

Under the Protection from Discrimination Act (promulgated State Gazette 86/2003, last amended SG 103/2009) _ (Applicable for UK staff only) direct discrimination occurs where any more favorable treatment of a person based on sex, race, nationality, ethnicity, human genome,

nationality, origin, religion or belief, education, beliefs, political affiliation, personal or social status, disability, age, sexual orientation, marital status, property status or any other signs, rather than be treated, has been treated or would be treated in a comparable circumstances.

INDIRECT DISCRIMINATION

Indirect discrimination is putting a person on the basis of signs pointed above at a disadvantage compared to others through an apparently neutral provision, criterion or practice, unless that provision, criterion or practice is objectively justified / the light of a legitimate aim and the means to achieve the aim are appropriate and necessary.

A claim of indirect discrimination arises when an employer applies a requirement or condition generally, but which is such a proportion of persons from one racial group who can comply with it is considerably smaller than the proportion of persons not of that racial group who can comply with it.

Indirect discrimination would also occur if the Company accepted and acted upon an indirectly discriminatory instruction from a client or supplier.

The Company will not discriminate unlawfully when selecting candidates or temporary workers for submission or a vacancy or assignment or in any terms of employment or terms of engagement for temporary workers.

DISABILITY DISCRIMINATION

Under the Integration of Persons with Disabilities Act (promulgated SG 81/2004, last amended SG 24/2010), **(UK staff only)** disability discrimination occurs if for a reason which relates to the disabled person's disability an individual:

- a. Treats him/her less favorably than he/she treats, or would treat others to whom that reason does not or would not apply, and,
- b. The employer cannot show that the treatment in question is justified.
- c. The Company will not discriminate against a disabled job applicant or employee on the grounds of disability -
- d. In the arrangements i.e. application form, interview and arrangements for selection for determining to whom a job should be offered; or
- e. In the terms on which employment or engagement of temporary workers is offered; or
- f. By refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- g. In the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or

- h. By subjecting him or her to any other detriment (detriment will include refusal of training, transfer, demotion, reduction of wage; or harassment).

The Company will accordingly make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

Wherever possible the Company will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and workers. However, this may not always be feasible.

AGE DISCRIMINATION

The Company will not include any age criteria or other subjective criteria in job specifications and every attempt will be made to recruit on the basis of competence and skill and not age.

The Company is committed to recruiting and retaining employees whose skills, experience, and attitude are appropriate to the requirements of the various positions regardless of age.

As far as is reasonably possible and in the most exceptional circumstances no age requirements will be stated in any job advertisements.

The Company will request age as part of its recruitment process but information will not be used in any detrimental way and is for compilation of personal data, which the company holds on all employees and workers.

COMPLAINTS AND MONITORING PROCEDURES

The Company has in place procedures for dealing with complaints of discrimination. These are available from the HR Department and will be made available immediately upon request.

PART-TIME AND TEMPORARY EMPLOYEES

This Equal Opportunities Policy also covers the treatment of those employees and workers who work on a part-time and temporary basis.

The Company recognizes that it is an essential part of this policy that part time and temporary employees are treated on the same terms as full time employees (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to the Company's pension scheme.

The Company also recognizes that part time employees must be treated the same as full time employees in relation to training and redundancy situations.

PERSONAL DIGNITY POLICY

The diversity of our workforce is one of our greatest strengths, and we are committed to providing a working environment which is responsive to the varied needs of our workforce.

All employees should be able to work together in a safe environment founded on mutual respect without feeling threatened or demeaned by managers, colleagues or anyone else. To ensure that this aim is fulfilled we have devised the Personal Dignity Policy.

It is the duty of all employees to adhere to the principles with the aim of eliminating all forms of discrimination and promoting fairness, dignity and respect to all employees and clients. This policy has been produced to eliminate any form of behavior or abuse that could affect the dignity of the individual.

DRESS CODE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image presented to clients and prospects by the Company. During business hours or when representing SDSD, employees are expected to dress in a neat and tidy manner in keeping with the duties they are required to perform.

The following personal appearance guidelines should be observed:-

- Tee shirts bearing slogans or shorts do not present appropriate professional attire.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair and closely shaved heads, do not present an appropriate professional appearance.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Facial jewelry, such as eyebrow rings, nose or lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Visible excessive tattoos and similar body art must be covered during business hours.

From time to time management may nominate a “dress down” day where informal dress is permitted. However, these days are at the discretion of the CEO and may be withdrawn at any time if employees attend their place of work in inappropriate attire.

RETURN OF PROPERTY

Employees are responsible for all SDSD property, materials, or written information issued to them or in their possession or control. Employees must return all aforementioned property immediately upon request or upon termination of employment. Where permitted by applicable laws, the Company may withhold from the employee's final pay packet the cost of any items that are not returned when required. The Company may also take all action deemed appropriate to recover or protect its property.

SMOKING POLICY

This Policy aims to promote a safe and healthy working environment for SDSD staff, and visitors.

National Tobacco Control Bill

2009 places a prohibition of smoking in all public premises including indoor workplaces.

Smoking is not permitted immediately outside the entrances or open windows of the office building.

Staff who wishes to smoke during the working day may be permitted reasonable breaks, in agreement with their line manager, provided these do not prevent them from satisfactorily carrying out their responsibilities and work duties. Work time lost to breaks unrelated to work activity should be made up as necessary; this applies equally to smokers and non-smokers.

It is SDSD policy to make sure that no-smoking signs, complying with the requirements of the regulations under the Health Act, are displayed on the Company's premises and vehicles.

This policy is intended to benefit all staff, and visitors and all members of staff are responsible for its continued implementation. Smoking on work premises or in the Company's vehicles will be an offence under the Health Act. In the unlikely event that a member of staff does not comply with the policy, disciplinary action will be taken. Line Managers are responsible for monitoring the implementation of the policy.

MANAGING SICKNESS ABSENCE POLICY

It is accepted that employees may, from time to time, be absent from work due to sickness. The aim of this policy is to detail both the support that will be available to employees and the steps that the Company will take to monitor and manage absence. The guiding principles detailed below show the context within which this policy will be applied.

The management of sickness absence is vital to the Company for a number of reasons:

The objectives of the Sickness Management Procedures are:

- To ensure a fair and consistent approach to the management of sickness absence in the Company.
- to enable the identification of causes of absence and to be able to recommend, where practical, changes necessary in working practices or environment;
- to ensure that the Company can manage its resources effectively, particularly the deployment of its staff;
- To ensure that the Company complies with Disability Discrimination legislation and any other relevant statutory requirements.
- to promote a culture where individuals feel that their contribution at work is valued;
- to eliminate any factors within the Company that may lead to sickness absence, such as inappropriate management, lack of training and support, inappropriate patterns of work, adverse environmental factors;

There are a number of key benefits to managing absence from work due to ill health. These include:

- the reduction of unnecessary absences;
- cost saving through not having to replace absent staff on a short term basis, or having to employ or train additional staff to provide cover to an anticipated absence level;
- the ability for the Company to provide a consistent and reliable service;
- the opportunity to identify genuine problems quickly and to intervene to resolve them earlier, where possible;
- all staff will see problems being managed quickly and fairly;

There will be a consistent and transparent approach to the management of absence in all departments

SICKNESS ABSENCE - REPORTING PROCEDURES

If an employee is unable to attend work because of ill health, they are required to notify their line manager or, if s/he is unavailable, the Office Manager, before the time the employee is due to start work, or within the first hour of their normal start time. In all circumstances the

Company should be notified of any sickness absence by 10.30 o'clock.

Except in the case of serious illness or hospitalization, contact should be made personally. Notification must include details pertaining to the reason for absence, the anticipated duration of absence and when the employee expects to return to work.

It is the employee's responsibility to maintain contact with their line manager whilst on sick leave.

In instances of short-term sickness, contact should be maintained on a daily basis. In instances of longer-term sickness, the employee must keep their manager up-to-date with their progress on a regular basis or as often as the manager reasonably requires.

CERTIFICATION

In event of absence for 1 Calendar Days or more the employee must present a certificate from the doctor upon returning to work (this document should be presented no later than 30th of the current month).

Sick day's payment by SDSD varies from country to country, please consult your manager for applicable policy in your country of employment.

LONG-TERM ILLNESS

The Company reserves the right to require employees to undergo a medical examination by the Company's doctor or, an independent medical practitioner and employees agree that the doctor or independent medical practitioner may disclose to the Company the results of the examination and discuss with the Company and its professional advisers any matters arising from the examination as might impair them from properly discharging their duties.

Employees also authorize their own doctor to provide the Company's doctor and/or independent medical practitioner with any relevant extracts from the employee's medical notes. This clause is without prejudice to the employee's statutory rights.

This policy and its associated procedures incorporate the following principles:

- Good faith; by which it is understood that this policy and its procedures will be applied to all members of staff in a consistent manner and without discrimination.
- Fairness; by which it is understood that action will be promoted which is reasonable, necessary, known and understood. Members of staff involved are entitled to be heard with courtesy and respect.

- Confidentiality; by which it is understood that information relating to sickness absence should not be divulged to a third party not involved in the process without the permission of the employee, which will not be unreasonably withheld.

UNAUTHORISED ABSENCE

Unauthorized absence or leave without authority is not acceptable and may be the subject of disciplinary action.

Employees should not leave their place of work during working hours without authority from their Manager. In the Manager's absence, where the need of urgent leave is required, they should see another Manager.

The unauthorized absence/s could lead to disciplinary action being taken in line with the Company's Disciplinary Policy.

COMPASSIONATE LEAVE POLICY

The compassionate leave policy is in place to help employees when they suffer a loss. This could be the death, serious illness, or acute need of a family member, dependent, close friend or colleague. The Company will endeavor to support employees as such times.

This policy is open to all employees within the Company regardless of length of services or hours worked.

Employees should discuss their request with their line manager and the line manager in consultation with the HR Manager may grant short periods of paid leave for family emergencies, close family bereavement or for other serious reasons.

The Company will also consider and discuss requests for longer periods of compassionate leave. If practicable, employees should always contact their line manager to obtain prior approval for any absence.

If this is not possible, contact should be made as soon as possible after the start of the absence. Paid compassionate leave is at the sole discretion of the Director/Head of Department who will discuss the matter confidentially with the HR Manager.

SECTION 5

MATERNITY, PATERNITY AND ADOPTION LEAVE POLICY

MATERNITY LEAVE

This policy is intended as a guide to the main provisions of the statutory maternity requirement

pertaining to your country of employment. The policy is not intended to form part of employees' terms of employment and if there is anything in the summary which conflicts with the statutory requirement, then the latter takes precedence.

As regards the notices employees are required to give under any statutory requirement, SDSD assumes that the general practice is that the law currently permits employers to insist on written notice in certain cases. In those cases it is the Company's policy to so insist and this is clearly indicated below. Whenever employees are required under this policy to give notice to the "Company", notice should be given to the HR Manager.

PURPOSE AND SCOPE OF THE POLICY

The aim of this policy is to set out clearly the Company's policies in respect of maternity, adoption, and paternity leave and pay in order to ensure consistency of approach in line with employment legislation and the commitment of SDSD commitment to family-friendly policies and good employment practice.

MATERNITY RIGHTS

The HR Department will be happy to discuss any issues relating to Maternity Leave and Pay in more detail.

A female employee who is pregnant should notify her line manager and the HR Manager as soon as is practicable, but no later than by the 15th week before the Expected Week of Childbirth (EWC), so that her maternity rights may be established and a workplace risk assessment can be performed.

All pregnant employees irrespective of length of service have a statutory right to reasonable paid time off work to keep appointments for antenatal care prescribed by a doctor, midwife or health visitor. Also, all employees regardless of length of service are protected from dismissal or any other less favorable treatment on the grounds of pregnancy, childbirth or maternity leave.

In order to exercise her right to maternity leave, a female employee must notify her employer as soon as is reasonably practicable. For the purposes of the Company, this should be in writing to the HR Manager. The letter should indicate the EWC and the date that the employee wishes the leave to commence.

Maternity Leave: The employees are entitled to use maternity leave and receive statutory maternity pay which varies depending on your country of employment.

Return to work: Employees who wish to return to work before the end of the maternity leave to which they are entitled or later than originally intended, must give 8 weeks' notice in writing of

the date on which they wish to return.

Irrespective of an employee's length of service or hours of work she has the right not to be unreasonably refused paid time off during working hours to receive antenatal care. These are appointments made on the advice of a registered doctor, midwife or health visitor.

The Company may insist on employees producing a certificate from one of the above professionals confirming the employees' pregnancy, and an appointment card or some other document indicating that the appointment for which the employee is seeking time off has been made.

Pregnant employees are advised to request their current annual leave entitlement before starting their Maternity Leave.

THE START OF MATERNITY LEAVE

The notified date: The employee's maternity leave period will normally begin on the date that she notifies the Company she intends her leave to begin. This cannot however be earlier than the first day of 45 days period before the expected week of childbirth.

Triggered early by premature birth: there are circumstances in which maternity leave starts earlier than expected. It will start automatically upon the premature birth of the baby regardless of when that occurs. Leave would start automatically on the day following childbirth. To preserve rights to maternity leave and SMP in those circumstances, employees must notify the Company as soon as reasonably practicable (in writing if the Company so requests).

Triggered by premature absence: Maternity leave can also start early if the employee is absent from work wholly or partly because of pregnancy. In those circumstances the employee is legally obliged to notify the Company as soon as reasonably practical of her absence due to pregnancy and the date on which this absence began. Illness for non-pregnancy related reasons does not trigger the early start of maternity leave.

STATUTORY MATERNITY PAY (SMP) (UK staff only)

The main purpose of SMP is to provide a measure of income replacement for female employees who take maternity leave or leave employment because of pregnancy. The amount of SMP is regulated by law and will not necessarily replicate the amount of sick pay an employee might be paid if they were on ordinary sick leave.

SMP payment is as follows: please check with your manager or your local HR representative of the employee's average daily earnings for last 12 months before the date when temporary disability based on maternity occurs. In addition to the periods of maternity leave detailed above, employees are also entitled to take Additional paid Maternity Leave following on from

Ordinary Maternity Leave up to(please check with your HR) years of the infant.

The employee could appoint other person (spouse, mother, father, mother-in-law or father-in-law) who could use her maternity leave instead of her if that other person complies with legal requirements.

The employee could also decide to return to work earlier than the expiry of regular maternity leave. In such event if the leave is not transferred to another legally entitled person as pointed above, the employee may be entitled to receive half of the SMP until the end of maternity leave period.

SICKNESS DURING MATERNITY LEAVE

Rights to statutory sick pay or company sick pay cease during ordinary maternity leave. If an employee falls ill during maternity leave she would simply receive SMP under the rules of the SMP scheme.

RIGHTS DURING MATERNITY LEAVE

During the maternity leave period, the contract of employment continues and the employee will continue to enjoy all her terms and conditions of employment. The one key exception is her entitlement to remuneration i.e. the payment of wages or salary, including any payment related to an employee's performance. Further unless the employee and the Company otherwise agree, the only terms and conditions of employment which apply are those set out below:

- The Company's implied obligation to treat the employee with trust and confidence;
- the employee's implied obligation of good faith, including terms dealing with the acceptance of gifts or other benefits and participation in other businesses;
- The contractual notice period if either party terminates the employment; and
- The terms in the contract of employment relating to confidential information and non-participation in other businesses. The Company regards the protection of its confidential information, and that of its clients, as a matter of utmost importance. Employees are urged to re-read the confidentiality provision in their contracts. If an employee is subject to restrictive covenants in her contract of employment, those covenants also apply during the maternity leave period.

Employees will however be entitled to benefit from any changes in the general terms and conditions of employment, which occur during their maternity leave period when they return to work. Therefore, if the employee would have received a pay rise had she been at work, she will qualify for the rise when she returns. If a pay rise is awarded at any time from the start of the period used to work out the employee's SMP to the end of the maternity leave then SMP will need to be adjusted to the new total and the balance paid to the employee.

THE RIGHT TO RETURN FROM MATERNITY LEAVE

An employee returning to work on the expiry of her maternity leave is not required to give notice in order to return. However if she wishes to return to work before the end of the leave period, she must give the Company 8 weeks written notice of the date on which she intends to return to work. The Company may postpone an employee's return to a date, which will secure that full notice is given, but cannot postpone an employee's return beyond the expiry of the leave period itself.

Employees returning from maternity leave will be entitled to return to the same job on the same terms and conditions (including seniority and any pension or similar rights) that they had previously, unless a redundancy situation had arisen. Employees returning from additional maternity leave have the right to return to the same job, or if this was not reasonably practicable, the employee would be entitled to be offered suitable and appropriate alternative employment, i.e. a similar job on the same or better terms.

If a woman is unable, because she is medically unfit to work, to return to work at the end of her entitlement to maternity leave, she should submit medical certification in the usual way and she will then transfer from maternity leave to sick leave. Subsequently the normal sickness procedures will be followed.

IF AN EMPLOYEE DOES NOT WISH TO RETURN TO WORK AFTER MATERNITY LEAVE

If employees do not wish to return to work after maternity leave they are still required to give the Company proper notice to terminate their employment as set out in their contract of employment.

PROTECTION FROM DETRIMENT

It is the Company's clear policy that no employee will be subjected to a detriment through any act or deliberate failure to act by the Company on the grounds that she:

- is pregnant
- has given birth to a child (where the act or failure to act takes place during maternity leave) is suspended on maternity grounds
- took, sought to take or availed herself of the benefits of maternity leave
- Failure to return from maternity leave where the Company did not notify her of the date leave would end and she reasonably believed her leave had not ended.

The rights set out above do not apply where the detriment amounts to dismissal. In circumstances of dismissal an employee's rights are regulated by law.

PATERNITY LEAVE POLICY

The rights to paternity leave and Statutory Paternity Pay (SPP) allow an eligible employee to

take paid leave to care for his baby or to support the mother following birth.

To be eligible, the employee must be either the baby's biological father or the partner of the mother, and take responsibility for the child's upbringing; to have 12 months continuous service (generally) and to be secured for social security risk "temporary disability and maternity". He can take two consecutive weeks' paternity leave as from the date when mother and the child get back to home after birth and during this time are entitled to SPP at the amount of 90 per cent of his Average daily earnings (ADE)

NOTIFICATION REQUIREMENTS

A member of staff must notify his/her line manager and the HR Department as soon as is practicable before the Expected Week of Childbirth (EWC), so that paternity rights may be established.

They will need to inform their line manager/HR:

- the week the baby is due
- when they wish their leave to start

SELF CERTIFICATE

Employees will have to provide the Company with a completed self-certificate as evidence of their entitlement to SPP. The self-certificate must include a declaration that the employee meets certain eligibility conditions and provide the information specified above as part of the notice requirements. Contact HR for a copy of the form.

ADOPTION LEAVE AND PAY

The Company recognizes that employees who adopt a child require sufficient time for bonding, building trust and developing a family unit. The needs of parents adopting a baby are different from those of parents adopting an older child or children. While it may be thought that a baby requires considerably more time, older children may have behavioral or other difficulties which require time for adjustment to enable settlement into the family.

The policy of the Company is to provide adoption benefits which comply with both the letter and spirit of the law on adoption rights. .

Only one period of adoption leave will be available as part of the same arrangement irrespective of whether more than one child is placed for adoption during that period.

The Company recognizes the importance of supporting all staff in their obligations to their families. If you have any queries regarding the information in this document or would like further advice please contact Human Resources.

SECTION 6

RECRUITMENT AND SELECTION

Recruitment & Selection procedure is designed to ensure that a fair and equitable process is used in the appointment of both internal and external candidates, and that recruitment & selection complies with the Company's Equal Opportunities Policy and related legislation.

The Company is committed to promoting positive opportunities for internal staff, in addition to recruiting externally where appropriate, and will endeavor to ensure that all staff are made fully aware of appropriate vacancies as they arise.

POLICY FOR INTERNAL SELECTION

It is the policy of the Company to fill positions by drawing from internal candidates possessing the desired qualifications, and to promote from within whenever possible. This policy and procedure applies to all departments and employees of the Company.

All managers are accountable for identifying the staffing needs of their department and the qualifications for each position within their department. When a position becomes available, the line manager will decide whether to fill the position from within or from outside the Company, based on the position's requirements.

The line manager will complete an Employee Requisition Form. Once approved and signed by the head of department to whom he/she reports, the form must then be submitted to Human Resources, along with a request for job posting and/or external candidates.

The Human Resources department will be responsible for obtaining qualified candidates for all open positions and providing all necessary forms to implement this policy and procedure.

JOB DESCRIPTION

In applying for internal posts, all candidates will be provided with a job description and, details of the appropriate conditions of the role. The job description will include a list of the main duties and responsibilities of the post, together with an outline of the qualifications and experience which candidates are expected to possess.

In drawing up the job description and conditions and person specification the Company will ensure, so far as is reasonably practical, that no job applicant receives less favorable treatment than another on the grounds of disability, gender, race, religion or belief, age, sexual orientation, marital status, parental status, caring responsibilities or hours of work, and that no applicant is placed at a disadvantage unjustifiably by requirements or conditions which have a disproportionately adverse effect on a particular group.

PROCEDURE

Any eligible and qualified employee may apply for a posted position by sending in a copy of an up to date CV to Human Resources. However, applications will only be considered for the position if the employees:

- Provide evidence that they possess the required qualifications.
- Have been in their current position at least six months.
- An employee who has worked in his/her current position for less than six (6) months may apply for open positions only with the written approval of his/her Line Manager
- Respond to the job posting by providing the appropriate documentation on time
- Maintain performance level of satisfactory or better;
- Notify current line manager of interest in applying for the role

To provide a reasonable spread of suitably qualified candidates the posts will be advertised externally in parallel with the internal advertisement. All internal candidates will be selected for interview on the same criteria as external candidates.

Human Resources will notify an employee within one week of receiving an application if the employee does not meet the above requirements. Such notice will state which requirement(s) was not met, and that the employee will not be considered for the position unless the employee can provide information to support her/his qualifications within one week.

INTERVIEWS

Interviews will be held by a panel comprising of ideally three persons, but a minimum of two persons. The Company's policy is to encourage candidates, where possible, to be at ease during the interview, in order that they can give a fair and accurate impression of themselves.

A representative from Human Resources will be present on all interviews for all posts. The Human Resources department will advise the panel of the interview process.

To eliminate any form of bias an external interviewer neutral to the Company will be on the interview panel.

A set of questions will be agreed by the interview panel in advance and will be developed from the current job description for the post.

All candidates will be asked the same questions in the same order, and their responses rated between 1-10.

The panel will each have a copy of the questions and will score independently of each other during the interview. Time is allocated between interviews for the panel to discuss each

candidate and to award a total point score. Additional notes may be made by the panel during the interview, however it should be noted that candidates will have access to all information should they request it.

In addition to interviews, a range of other selection techniques may be used. In such circumstances reasonable notice and relevant information will be given to ensure that candidates have sufficient time and information to prepare.

All interviewed candidates will be notified of the outcome of the selection process as soon as possible, either by telephone or letter. All candidates will be given the option of feedback from the HR panel member.

When the selection has been made, Human Resources will notify the selected candidate and any non-selected but considered candidates.

Human Resources will then coordinate the date of the employee transfer/promotion. Human Resources will inform the payroll department of any changes in salary and the effective date.

PRECONDITIONS OF EMPLOYMENT

Any offers of employment will be subject to the following conditions, which may be waived at the Company's sole discretion.

- (a) Receipt of references, satisfactory to the company
- (b) Production of documentary evidence as to qualifications, previous experience, etc.
- (c) Production of documentary evidence, in accordance with the actual legislation in force of a potential employee's right to work in the country of employment.

In the event that an applicant fails to produce to the Company the required documentation, then any offer of employment by the Company may be withdrawn and if already accepted, the Company may terminate their employment without notice or a payment in lieu of notice, or with the minimum period of notice required by law.

All offers of new positions will be subject to at least six months probationary period.

TRANSFER POLICY

The aim of our mobility policy is to help develop our pool of talented and experienced employees by making it easier for employees to move within the Company, where this does not conflict with an under representation in other department.

The aim of this policy is to ensure that:

- Opportunities to move location or to work in more than one location are made available to

employees wherever possible;

- An agreed process is in place
- All employees are treated consistently and fairly within that process.

The policy should apply in circumstances where employees request a voluntary transfer to the same or a similar post in another region or team.

Where employees are required to move their working location due to Organizational Change, the Relocation Policy will apply.

When a transfer request has been agreed, the HR Manager should inform the current line manager and agree a suitable transfer date, in consultation with the employee. A minimum notice period of one month should be the general guideline, subject to the operational requirements of both teams.

When a request for transfer is agreed, the work location should be that which applies to the new post. Any existing terms and conditions of employment will cease, and new terms and conditions negotiated as part of the transfer.

RELOCATION POLICY

It is the Company's policy to provide financial assistance to selected posts at the discretion of the CEO to employees who, as a direct result of accepting a new appointment, necessarily incurs expenses in moving home nearer to their new place of work.

The objectives of this Policy are to enable employees to;

- i. Start their new job with the minimum cost and disruption to home life and,
- ii. Assist towards reimbursement of expenses, attributable to the move.

Employees will be eligible for reimbursement of relocation expenses either in full or in part, up to the overall maximum for each section of expenditure; provided that

Relocation assistance will not normally be offered unless specifically stated in the job offer letter.

The type of expenditure under which reimbursement will be made will be agreed with the employee in principle either at interview or at the time the offer of employment. All essential costs of moving are eligible, including:

- Cost of transportation of furniture and effects,

- Storage of furniture and effects for a maximum of three months
- Legal expenses in connection with the sale and purchase of property, for example, solicitors' fees, stamp duty, land registration fees, etc.
- Travel expenses

The application of this policy and the decision to reimburse under one or more of the sections is entirely at the discretion of the CEO as advised by the Human Resources.

Where employees are in doubt about eligibility under the policy, reference should be made to Human Resources in the first instance, before incurring expenditure for which reimbursement is to be claimed.

QUALIFYING CONDITIONS *(UK Staff Only)*

To receive financial assistance employees transferred into new roles must live more than 30 km. from their new work base or one and a half hours travel to work time by public transport. Therefore, they will be expected to move to a new home that is less than 30 km. from their new work base or less than one hour travel to work time by public transport.

The relocation must take place within 12 months of the date of commencement and claims submitted within 3 months following the date of the actual move. Consideration will be given by the Company for late claims as long as an extension is applied for and agreed in writing before the end of the initial 12 months. Original and valid receipted VAT invoices must support all claims submitted. Employees should be aware that if their contract of employment ends for any reason, there is a requirement for a full or partial repayment.

Employees must undertake in writing to confirm that no other member of his/her household is claiming or will claim relocation expenses in connection with the move, either from the Company or any other source.

The maximum relocation contribution the Company will make will be determined on a case by case basis if all the conditions have been met. In exceptional cases additional assistance might be available but will be at the sole discretion of the CEO.

SECTION 7

PERFORMANCE ASSESSMENT AND CAREER DEVELOPMENT

The key to moving ahead at SDSD is performance. If you want to progress, you first need to know how your performance measures up against the company's requirements and what your strengths and development needs are. You will receive an appraisal at a regular interval.

THE APPRAISAL PROCESS

Your manager will set your tasks and objectives at the beginning of the Company year which starts in March.

Your manager will review the objectives which have been set for you quarterly. He or she will make notes and observations of your performance and then arrange a time for an appraisal with you. During your appraisal meeting your manager will rate your performance against your objectives and other key performance indicators. After your appraisal your manager will proceed to set objectives for the next three months and also arrange to hold a mid-quarter review to assess the objectives and determine whether any changes need to be made. Once agreed, you and your manager should sign the appraisal form and send it to HR.

Your performance appraisal is a vital document. It is a good way to highlight your strengths and to determine areas that you may need to work on, and to receive input on achieving career objectives. Your appraisal can also cover your personal development plans and activities – like courses you may consider to take after work.

YOUR RESPONSIBILITY DURING APPRAISALS:

- To think about strengths and weaknesses in your performance
- To rate yourself against your objectives and job requirements
- To have a clear understanding of what is expected of you in your role
- To manage your performance to achieve identified goals and bring to your manager's attention any circumstances that may affect the achievement of your goals;
- To seek and give feedback from your manager on how you perceive your performance and working relationships
- To take action to improve aspects of performance identified as not meeting expectations.
- To prepare carefully, prior to the appraisal meeting to ensure you have specific evidence of where you have met or not met your objectives.
- To consider any training you require to help you perform your job better or for personal and career development
- To consider your career plans and discuss options with your manager

YOUR MANAGER'S RESPONSIBILITY DURING APPRAISALS:

- To set objectives for you on a business, departmental and personal basis
- To monitor your performance during the appraisal period and communicate on an on-going basis, as appropriate, with you about your performance
- To provide you with feedback and conduct formal progress reviews with you during the appraisal period
- To assist you in improving aspects of your performance and working more closely with you if your performance is identified as not meeting expectations

- To document this process through the appraisal form
- To discuss and agree your training and career development requirements and support you to achieve them
- To carry out the appraisal process in a fair, objective and constructive manner, adding corrective coaching to ensure standards are met
- To ensure that you get maximum satisfaction and challenge from your role.

THE VALUE OF YOUR PERFORMANCE APPRAISAL

Performance appraisals are an opportunity to make sure everyone's expectations are in aligned, to reinforce lines of communication, and to set goals for future achievement. It is a good way to highlight your strengths and to determine areas that you may need to work on, and to receive input on achieving career objectives. Staff members are encouraged to discuss day-to-day queries directly with their line manager on an ad hoc basis. Communication of what is expected and praise for good work is a priority for SDSD.

CAREER DEVELOPMENT

SDSD considers you and your career development of high Importance. You are encouraged to discuss your aspirations with your manager. Together with your manager you will be able to complete a Personal Development Plan which will include feedback from your appraisal but also different methods for increasing your knowledge or skill in a certain area. The Personal Development Plan form is available from HR.

SECTION 8

ATTENDANCE AND LEAVE

HOLIDAY

All employees are entitled to paid holiday (specified in offer letter) plus any other official holidays in each calendar year to be taken at mutually agreed times in accordance with the booking procedure outlined below.

The Company's holiday year runs from 1st January to 31st December and any holiday entitlement is pro-rata for part-timers and to the number of completed calendar months employed during this period when an employee starts or leaves employment.

No more than two working weeks may normally be taken at any one time. In exceptional circumstances, extended leave may be agreed with the line manager and HR.

Employees must agree their leave with their line manager reasonably well in advance. Requests will be granted subject to consideration of the workload and acceptability of cover

arrangements. The line manager will maintain a record of each employee's leave details.

ANNUAL LEAVE AND OFFICIAL HOLIDAYS FOR PART-TIME EMPLOYEES

Part-time employees will receive annual leave in proportion to the number of hours they work. The official holidays shall be used in the standard duration as non-working days.

UNPAID LEAVE

Employees may be granted unpaid leave upon their explicit request. Requests should be made to their line manager who will grant leave at his/her discretion in conjunction with the department head. Each unpaid leave request will be considered individually.

ILLNESS WHILE ON LEAVE

Where illness coincides with annual leave, the Company will not normally count this as sickness absence. However, in exceptional circumstances (in line with the sickness policy) where a doctor's certificate has been obtained, there may be grounds for reinstatement of the leave entitlement in whole or part. The decision will be made by the relevant Director, advised by HR.

Leave may not be taken as part of the notice period when leaving the employment of the Company. Any unused holiday time accrued will be paid in the final salary settlement made by the Company an employee.

GRANTING OF LEAVE

The Company will endeavor to grant leave when requested however employees are expected to consider the concrete volume of work when they decide to take leave. The Company can propose the employee to take leave, and can also refuse the employee taking leave at particular times of the year. The Company maintains the right to refuse leave during January – February and will only approve leave in exceptional circumstances.

The Company will give employees the same period of notice required when requesting employees to take their annual leave.

FLEXIBLE WORKING POLICY

Under this policy, mothers and fathers may submit a request to the Company to work flexibly. It will not provide an automatic right to work flexibly as there will always be circumstances when the Company is unable to accommodate the employee's desired work pattern.

The aim is to try and meet the needs of both parents and the Company by facilitating discussion and encouraging both the employee and the employer to consider flexible working patterns and to find a solution that suits them both.

The employee has a responsibility to think carefully about their desired working pattern when making an application and the employer is required to follow a specific procedure to ensure requests are considered seriously.

ELIGIBILITY

In order to make a request an individual will:

- be an employee
- have a child under 18 or disabled child pursuant Medical decision on ascertaining of disability
- be a carer who cares, or expects to be caring, for an adult who is a spouse, partner, civil partner or relative; or who although not related to you, lives at the same address as you
- be the parent/guardian/special guardian/foster parent/private foster carer or as the holder of a residence order or the spouse, partner or civil partner of one of these and are applying to care for the child
- Not have made another application to work flexibly under the right during the past 12 months.

SCOPE OF A REQUEST

Eligible employees will be able to request:

- a change to the hours they work (reduce of total working hours)
- a change to the times when they are required to work
- To work from home.

This covers working patterns such as flextime, home working, job-sharing, self-roistering, shift working, staggered hours and term-time working

THE PROCEDURE

In summary, the procedure will be as follows:

The initial onus will be on the employee to make a considered application in writing. An accepted application will mean a permanent change to the employee's own terms and conditions of employment. It will be important therefore that, before making an application, the employee gives careful consideration to which working pattern will help them best care for their child; any financial implications it might have on them in cases where the desired working pattern will involve a drop in salary; and any effects it will have on their employer's business and how these might be accommodated.

The application should be addressed to the Company's HR department. The application shall be discussed with the serving legal and accountancy department.

Within 28 days the Company will arrange to meet with the employee. The meeting will normally be held by the employee's line manager and/or a representative of the HR department. This

will provide the Company and the employee with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the employee's application. The employee may, if they so wish be accompanied by a work colleague at the meeting.

Within 14 days after the date of the meeting the Company will write to the employee to either agree to a new work pattern and a start date; or to provide a clear business ground(s) as to why the application cannot be accepted and the reasons why the ground(s) applies in the circumstances. An employee has the right to appeal the Company's decision within 14 days of it being notified to them and may choose a work colleague to accompany them at the appeal hearing if they so wish. The appeal should be made in writing and submitted to the CEO.

Finally agreed working pattern shall be dressed up properly in written form as Additional agreement to the Employment contract.

PARENTAL LEAVE

In addition to the maternity leave described above you as a mother have an opportunity to use regular leave for growing of infant up to 2 years in case the child does not use Kindergarten services.

It could be used by the spouse or their parents upon explicit written confirmation of mother and in case that other person complies with legal requirements set.

SECTION 9

BENEFITS AND REMUNERATION

Please refer to local office.

PAYDAY

All employees are paid monthly at the end of each month or not later than 10th of each following month for the previous. Each salary bank transfer will include earnings for all work performed through the end of the previous payroll period after all the legally required deductions are made.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company.

SECTION 10

EMPLOYEE RELATIONS

Good employee relations are a vital part of the Company's everyday activities. In all dealings with SDSD colleagues, whether in your local office or overseas locations, you should treat staff with respect and conduct yourself in a courteous and helpful manner. Requests for information and assistance should be handled promptly and with due consideration to international time variations.

MAKING A DIFFERENCE

People do make the difference at SDSD and as result we welcome your ideas and suggestions to improve the Company. In addition we have a responsibility to manage and identify and any particular performance issues and enable you to correct these.

EMPLOYEE RECOGNITION

The aim of this award is to reinforce the importance of people in SDSD and to recognize individual contributions. Any employee can nominate any other employee for the employee recognition award (senior management exempted). Successful nominees will receive a gift from the Company to thank them.

STANDARDS OF CONDUCT

SDSD will strive to create an environment of mutual respect and understanding in our working relationship. To enable this to happen and to guide you and your manager through performance issues we have two key policies and procedures to help, the Disciplinary Process and the Grievance Procedure.

DISCIPLINARY PROCEDURE

This disciplinary procedure provides for a range of disciplinary sanctions to be given for failure to meet the Company's standards of job performance, conduct (whether during working hours or not) and attendance, or for breach of any of the terms and conditions of employment in strict accordance to the legislation in force. It nonetheless applies to all employees and all employees should therefore familiarize themselves with its provisions.

(a) INVESTIGATION

In the first instance the employee's line manager will establish the facts surrounding the complaint, if necessary, taking into account the evidence of any available witnesses. He/she will endeavor to do this promptly before recollections fade.

(b) INFORMAL PROCEDURE

If the employee's line manager considers that it is not necessary to resort to the formal warning procedure, he/she will discuss the matter with the employee suggesting areas for improvement.

The discussion will, in so far as is possible, be in private, and the employee will be informed that no formal disciplinary action is being taken.

(c) **FORMAL PROCEDURE**

If the employee's line manager considers that it is necessary to invoke the formal disciplinary procedure he/she will inform the employee. The following three-step procedure will then apply:

- **STEP ONE:** In all cases before any disciplinary action (including warnings) is taken, the employee will be informed in writing or verbally of the allegations made against him/her together with relevant supporting evidence. The employee will be invited to attend a meeting to discuss the matter with a manager and present his/her written explanations of the situation. The letter will contain enough information to allow the employee to understand what they are supposed to have done wrong and why this is not acceptable (however, in rare cases it may be necessary to take steps to protect the identity of witnesses). The employee will be given a reasonable opportunity to consider the evidence before the disciplinary hearing. At the meeting the employee may be accompanied by a fellow employee of his/her choice
- **STEP TWO:** The Company will hold a disciplinary meeting and where reasonably practicable, the hearing will be before a manager other than the one who has carried out the investigation. At the disciplinary hearing, the allegations and any evidence gathered will be put to the employee and the employee will be given the opportunity to explain his case, give reasons for his actions and to raise any relevant matter by way of mitigation. Although the employee is encouraged to present his case, it will not usually be appropriate for him to question witnesses in person. If he disputes the account of any witness, the manager considering the complaint against him may adjourn the meeting and put the employee's account of events to that witness. At that hearing the employee may be accompanied by a fellow employee of his/her choice. The employee must make all reasonable efforts to attend that meeting. If the complaint is upheld, the employee will be informed in writing of the disciplinary action to be taken (which will depend upon the seriousness of the offence and any other relevant circumstances) and of the right to appeal.
- **STEP THREE:** Based on the formal investigation held and all the information and evidences collected the Employer shall decide if there will be taken specific disciplinary action or not and in execution of that decision to issue the respective order.

The Company may take the action specified below:

- a. In the case of minor offences the employee will be given a formal oral warning. The employee will be advised that the warning constitutes the first formal stage of the disciplinary procedure

and that a note will be placed on his/her personnel file. The nature of the offence and the likely consequences of further offences or a failure to improve will be explained to the employee.

- b. In the case of more serious offences or a repetition of earlier minor offences the employee may be given a formal written warning for dismissal, setting out the precise nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period.
- c. If after the formal written warning for dismissal, the employee still fails to improve or commits any further offence, falling short of gross misconduct then there could be started a procedure for dismissal.

In the case of gross misconduct or a fundamental breach of contract, or if all of the appropriate stages of the warning procedure have already been exhausted, or if in the view of the manager conducting the disciplinary hearing, the misconduct, whilst not gross, is too serious to be punished by a warning of whatever nature, the employee will normally be dismissed.

GROSS MISCONDUCT

The following is a non-exhaustive list of the type of offences, which will amount to gross misconduct and, if committed, will normally lead to summary dismissal. We stress that the list does not represent a complete list of offences for which an employee may be summarily dismissed:

- violent or threatening behavior including assault or attempted assault or fighting at work;
- theft or dishonesty, including acts of theft or attempted theft or falsification of company records or the submission of false expenses claims;
- failing to report to a member of the senior management dishonest or unlawful or suspected dishonest or unlawful actions by other employees of the Company;
- soliciting or attempting to solicit clients or suppliers of the Company away from the Company for the purposes of a competitor;
- a criminal offence committed outside working hours or outside work, which adversely affects the Company's business reputation and renders the employee unsuitable for the type of work he/she is employed to perform;
- deliberate damage to Company property;
- willful disregard of duties or of instructions relating to the employment/serious insubordination;
- being drunk or consuming alcohol at work without the Company's permission, or taking or being in possession of illegal or controlled drugs at work (unless prescribed by his/her doctor for medical reasons) or supplying or attempting to supply illegal drugs at work;
- the unauthorized use or disclosure of the Company's confidential information or other intellectual property or that of any clients' of the Company or parties with which the Company conducts business;

- disregard of the Company's health and safety rules or health and safety legislation generally and/or acts or omissions which endanger the health and safety of fellow employees or members of the public;
- bullying or harassing a fellow employee, whether on grounds of sex (or sexual orientation), race or religion/belief or otherwise and whether the bullying or harassment is carried out verbally, using e-mail or in any other way;
- misuse of the Company's e-mail and internet facilities by for example downloading and/or circulating and/or viewing on Company facilities or equipment pornographic or offensive material; or
- Gross negligence resulting in serious potential or actual damage to the Company's interests or unacceptable loss, damage or injury.

RECORDS

Records will be kept by the Company detailing the nature of any breach of the disciplinary rules, the aspect of poor performance or breach of conduct committed; the employee's defense or mitigation, the action taken and reasons for it, whether an appeal was lodged and its outcome and any subsequent relevant developments.

These records will be kept confidential although they may be used for the purposes of any ensuing legal proceedings or further internal proceedings. Employees consent to the Company's storage and processing of this data. Notes about oral warnings and written warnings placed in personnel files are to be reviewed after 3 months and periodically thereafter and may be removed if behavior or performance is satisfactory.

THE RIGHT TO BE ACCOMPANIED AT DISCIPLINARY AND GRIEVANCE HEARINGS

All workers have the right to be accompanied by a fellow worker employed by the Company where they are required to attend a disciplinary or grievance hearing or any appeal. This right extends to employees, (both part-timers and casuals), agency workers, home workers etc., but not those who are genuinely self-employed.

The worker must make a reasonable request to be accompanied. The Company reserves the right to refuse to allow an accompanying person whose presence might prejudice the hearing or who might have a conflict of interest or who is so geographically remote that his/her attendance would unreasonably delay the disciplinary or grievance hearing. In such circumstances workers will be invited to choose another fellow worker as their companion.

The chosen companion may address the grievance or disciplinary hearing, may ask questions and may confer privately with the worker. However the companion may not answer questions on the worker's behalf.

The Company encourages its employees to accept requests from colleagues to act as companions at disciplinary and grievance meetings and the Company will not subject any employee who acts as a companion to any detrimental treatment. However, employees do not have to accept a request to accompany a colleague as a companion to a disciplinary meeting.

Employees who choose to accompany a colleague will have reasonable access to the Company's facilities and a reasonable amount of time during working hours to familiarize themselves with the matter.

GRIEVANCE PROCEDURE

This procedure is designed to ensure that any problem or grievance employees have about their job is properly and fairly examined.

In the first instance, any problem relating to employment should be raised with the employee's line manager or if the problem relates to the employee's line manager, to a more senior manager. This does not constitute a formal part of the Grievance Procedure.

If the matter is not resolved the employee may invoke the formal procedure, which is as follows :

- **STEP ONE:** The employee must set out his grievance and the basis for it in writing and provide a copy of it to the Human Resources Department. This written statement should provide sufficient detail to allow the Company to respond to it and make it clear that it is a formal grievance.
- **STEP TWO:** The Company will investigate the employee's complaint, consider the appropriate response to it and will invite the employee to a meeting to discuss the grievance. The employee will be reminded of their right to be accompanied by a colleague. The meeting with either be held by the employee's line manager, or if the complaint concerns the employee's line manager, by another manager more senior than the employee's line manager. Depending upon the nature of the grievance, it may be necessary for the manager to adjourn the meeting to investigate the matter further.

Where the manager dealing with the grievance obtains written statements from relevant witnesses, it is the Company's normal practice to provide copies of these statements to both the complainant and the person about whom the grievance is made, however, in particularly sensitive cases this may not always be possible. Further these statements may be used in any future legal proceedings.

The manager dealing with the grievance will, where reasonably practicable, respond within 5 working days of the grievance hearing. He or she will advise the employee in writing of his determination and of the employee's right to appeal.

- **STEP THREE:** If the matter is not settled to the employee's satisfaction, the employee may appeal within 5 working days to the Managing Director who will then examine the grievance and endeavor to resolve it at an appeal meeting. The person hearing the appeal will notify the employee of the outcome in writing. The decision of the Managing Director (which were reasonably practicable shall be given within 7 working days of the hearing) shall, however, be final.

At each stage in the formal procedure, a fellow worker employed by the Company may accompany the employee. The rules in relation to the role and choice of the employee's companion are as set out in the Company's Disciplinary Procedure.

The employee must take all reasonable steps to attend hearings and meetings fixed as part of the formal procedure.

The procedure is not contractual and the procedure is subject to change from time to time.

There may be circumstances in which it is not appropriate for the Company to follow the procedure or where it appropriate for the Company to follow a shortened procedure.

HARASSMENT POLICY

INTRODUCTION

The purpose of this policy is to provide guidance and an effective complaints procedure to all employees in the unfortunate, and we hope extremely unlikely, event that they encounter harassment on the grounds of their sex, Tran sexuality, sexual orientation, race, religion or belief at work. For the purposes of this policy, the word "employee" includes those working for the Company on a self-employed basis.

The Company is committed to and supports the rights of all employees to work and function in an environment free of all forms of discrimination, such as sexual or racial harassment, bullying and intimidation, or harassment on the grounds of sexual orientation, Tran sexuality, religion or belief (together "Harassment").

Harassment in any form is unacceptable, quite apart from the fact that it may constitute a breach of special legal requirements as general restriction of discrimination in any form. It is also improper and inappropriate behavior, which is disruptive, lowers morale and interferes with work effectiveness. The Company will not tolerate such conduct. All employees will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Disciplinary action, which may include dismissal for proven serious offences, will be taken against any employee who contravenes this policy.

DEFINITION - WHAT IS "SEXUAL HARASSMENT"

Sexual harassment in essence means:

- A. unwelcome conduct of a sexual nature or other conduct based on sex affecting the dignity of women and men at work, including unwelcome physical, verbal and non-verbal conduct - examples of such conduct are given below.
- b. the essential characteristics are that the conduct is unwanted by the recipient, is of a sexual nature and has the purpose or effect of violating the victim's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for him or her.

Any conduct that is sexual or sexually based which results in a working atmosphere that is offensive and/or intimidating to an employee is contrary to this policy. This may include conduct not directly involving the employee concerned, such as sexual jokes or gestures made in the employee's presence although not specifically directed at him/her.

Examples of sexual harassment include the following:

Physical conduct - Unwanted and unwelcome physical contact, such as deliberately touching, patting, pinching or brushing against another employee, or behaving in a physically intimidating fashion towards another employee (such as standing or sitting too close to another employee, particularly for unnecessarily long periods).

Verbal conduct - Unwelcome verbal sexual advances; propositions or pressure for sexual activity; sexually suggestive remarks, innuendo or banter; lewd or licentious comments; sexually-based comments about another employee's physical appearance and dress; repeated and unwanted invitations for activities outside work, for instance, to dinner, the cinema, a lift home etc.; talking about one employee in a sexual context to another; offensive flirtation.

Non-verbal conduct - Sexual or sexually suggestive gestures or postures, whistling, leering, notes, letters or e-mails; unwanted presents such as flowers, chocolates etc.; the display of pornographic or sexually suggestive pictures or images, including the display of such images on computer screens.

Although it is not encouraged, the Company accepts that sexual banter and behavior can occur at work and that such conduct can be inoffensive and non-threatening. However, the issue is whether the recipient of the conduct, whatever that conduct may be, finds it offensive or intimidating. All employees should be aware of the way in which the recipient feels or may feel about the conduct in question and, if in any doubt as to whether or not the conduct is unwanted or unwelcome, should refrain from that conduct (or similar conduct) immediately.

As a general guide sexual harassment is behavior that is sexually oriented, unwanted, unsolicited, offensive or intimidating to the recipient or someone who observes it and which fails to respect the rights and dignity of others.

RACIAL HARASSMENT

Racial harassment and/or discrimination is likewise totally unacceptable within the Company. Many of the principles outlined above in relation to sexual harassment will apply equally to racial harassment. In particular employees should be very sensitive to the way the recipient feels about the conduct. He or she is the best judge of whether it is offensive or threatening and if there is any doubt, will, such conduct should cease immediately. Racial harassment includes harassment on grounds of race, color, and nationality, ethnic or racial origins.

Further it is direct discrimination to treat a person on racial grounds less favorably than others would be treated in similar circumstances and the Company will not tolerate such behavior. For example segregating a person from others on racial grounds or telling racist jokes are obvious examples of unacceptable behavior. Likewise failing to promote someone or disciplining him or her on account of his or her race.

HARASSMENT ON THE GROUNDS OF RELIGION OR BELIEF

Harassment and discrimination on the grounds of an employee's religion or belief are also unacceptable, and again, many of the principles outlined in relation to sexual and racial discrimination are also relevant. For example, telling jokes, giving nicknames, making inappropriate comments or other banter based on religion or belief is totally unacceptable in our workplace: even if such conduct is not specifically aimed any particular individual.

Equally, employees with a strong faith or belief must respect the rights of other employees to their own beliefs or non-beliefs. The Company will not accept the refusal by any employee, to work with a colleague on the grounds of that colleague's sexual orientation, religion, belief, sex or race, even if this refusal is on the grounds of the employee's own religion or belief.

HARASSMENT ON THE GROUNDS OF SEXUAL ORIENTATION

Harassment and discrimination on the grounds of an employee's sexual orientation are also unacceptable, and again, many of the principles outlined in relation to sexual and racial discrimination are also relevant. This includes conduct against homosexuals, lesbians, bisexuals or heterosexuals. For example, telling jokes, giving nicknames, making homophobic comments, "outing" of a colleague or other banter based on sexual orientation is totally unacceptable in our workplace: even if such conduct is not specifically aimed at any particular individual.

- **HARASSMENT ON THE GROUNDS OF AGE**

Age discrimination is based on attitudes which are prejudicial to people based on their chronological age. This is most often associated with discrimination against older people but can also be used against younger people. In the context of the Company setting 'youth' may be associated with inexperience, while age may be associated with inflexibility, slowness and an inability to learn. Ageism becomes institutionalized when these attitudes become part of the Company's structures and systems.

EXAMPLES OF AGEISM HARASSMENT AND BULLYING INCLUDE:

The use of derogatory remarks, such as 'senile' and 'over the hill' or referring to older women as 'menopausal', which is also sexist; ageist jokes and derogatory remarks about personal appearance; exclusion from training and promotion based on age; persistent dismissal of a person's views on the basis of their age.

COMPLAINTS PROCEDURE**INFORMAL PROCEDURE**

The first step in the making of a complaint will ideally be for the employee who is suffering the harassment (the "Complainant") to tell the person carrying out the act(s) of harassment to stop. If this is unsuccessful and the behavior continues or if the Complainant feels that a direct request to stop would be difficult and/or sensitive, the Complainant can approach the Company's anti-harassment officer the Vice President of Human Resources (the "Officer"), who has agreed to make himself/herself available and who can be approached on a completely confidential basis by any employee who is experiencing problems relating to Harassment.

The meeting with the Officer will be completely confidential. Once the Officer has heard the Complainant, the Complainant and the Officer should discuss whether any further action should be taken. The final decision is the Complainant's - the Officer cannot force the employee to bring a formal complaint, even if the conduct is of a very serious nature.

If it is decided not to take matters any further, then the Officer will make a brief note of the meeting and confirm to the Complainant that he/she can see the Officer again if the behavior continues.

If it is decided to take the matter further, the formal complaints procedure set out below will then be utilized.

FORMAL PROCEDURE

The Complainant should raise a formal grievance in writing, which will be dealt with in accordance the Company's Grievance Procedure. However, the Company recognizes that complains about harassment can raise some particularly sensitive issues and so the certain modifications will apply to the Company's usual procedure:

- a. The employees involved (both the Complainant and the alleged harasser(s)) will be interviewed, along with any witnesses named by either party. The supervisor may seek written statements from those involved and from any relevant witnesses. All interviews and statements will be conducted in private and all matters will be dealt with in the strictest confidence, subject to any need to refer to them in any internal Company procedures or any legal proceedings should matters progress that far.

- b. During the course of the investigation, the Company reserves the right to suspend the alleged harasser, without financial penalty or loss, pending resolution of the complaint. However, the rights of both the alleged harasser and the Complainant will be protected until the matter has been fully investigated and proper conclusions drawn.
- c. The Company will permit (as far as reasonably practicable) the Complainant to cease or reduce contact with the alleged harasser, without incurring any penalty, pending the completion of the investigation and the resolution of the complaint. Both the Complainant and the alleged harasser will be given a fair and impartial hearing and will be given the opportunity to state their case in full, to call any witnesses and/or other evidence if necessary and will have the right to be accompanied.
- d. Once the initial investigation has been completed, another manager of equivalent or senior status will review the results of the investigation. All evidence and other matters will be considered in full and will form the basis of any decisions made.
- e. If the complaint is substantiated, immediate disciplinary action will be taken against the harasser, including dismissal if the conduct is sufficiently serious. Disciplinary actions will be in accordance with the Company's Disciplinary Procedure.
- f. If either the Complainant or the harasser is dissatisfied with the decision arrived at, both have the right to appeal within five days of the decision being communicated to them. Any appeal should be in writing and a senior employee appointed by the Company will conduct the appeal. The appeal will be along the lines of an appeal under the Grievance procedure.

Any employee who makes a complaint of Harassment has the right to complain without fear of intimidation, victimization, discrimination or any other adverse behavior from other employees in relation to the complaint that person has made. Any conduct by other employees towards the Complainant that in the Company's view constitutes intimidation, victimization, discrimination etc. constitutes a disciplinary offence and disciplinary action will be taken.

The Company recognizes that the recipients of Harassment may be reluctant to make a complaint for many reasons, including the following:

- A. the recipient hopes that if the behavior is ignored it will stop;
- B. the recipient is embarrassed by the conduct and is unwilling to talk about the incident(s) because it is embarrassing to do so and the individual has fears in relation to confidentiality;
- C. the recipient may feel (perhaps wrongly) that the conduct is within acceptable boundaries;
- D. the recipient is frightened of victimization, particularly if the alleged harasser is his or her manager/superior (as stated above such victimization would not be tolerated by the Company);
- e. the recipient does not want to be thought of as a troublemaker and feels (however mistakenly)

- that making a complaint of Harassment will affect his or her career;
- F. the recipient fears that he or she will be told that the conduct was provoked by his or her manner, conduct or clothing;
- G. the recipient (however mistakenly) does not think that the complaint will be taken seriously;
- H. the recipient does not want the alleged harasser to get into trouble;
- I. the recipient thinks that he or she will not be believed; or
- J. the recipient has no confidence that any action will be taken.

It is for these reasons that the informal first step referred to a section [22.6.1] above has been introduced so that the Complainant can discuss matters in complete confidence with the Officer, before any formal steps are taken. However all employees should understand that genuine complaints of Harassment are taken most seriously; the Complainant will not be prejudiced or victimized for having brought a genuine complaint and appropriate action will be taken where the complaint is found to be made out.

Although the Company appreciates that it will be extremely rare for this to occur, it is a disciplinary offence to bring false allegations of Harassment against another employee and the Company will take a very serious view if this occurs.

(I) **CONFLICT OF INTEREST**

If at any stage of the above policy, the person designated to act as the Officer, or to investigate or determine the outcome of an investigation is the alleged harasser, that person shall step aside in favor of another person in an equal or more senior management position, designated by one of the directors.

(j) **DUTIES OF MANAGERS**

It is the general duty of all employees to ensure as best they can that incidents of Harassment do not occur within the Company and, where such incidents come to an employee's attention, they should be reported.

All employees in a management or supervisory position (including the directors) who receive or deal with complaints of Harassment shall take all such complaints seriously and act immediately if the situation requires it. The only circumstance in which the manager/supervisor/director should not act immediately is if the Complainant makes an informal approach under the "first step" procedure section [22.6.1] above and requests that no further action be taken.

Failure to take appropriate action upon receiving a complaint of Harassment will be regarded as a disciplinary offence, as will any unauthorized disclosure or breach of confidentiality regarding the details of any complaint received or the identity of the person making the complaint.

(I) **DUTIES OF ALL EMPLOYEES**

It is the responsibility of all employees not to harass any other employee in contravention of this policy or in any way whatsoever. Disciplinary measures, including dismissal in appropriate cases, will be taken against any employee found guilty of such harassment.

Employees should bear in mind that acts of Harassment can lead to legal proceedings being brought against the Company and in addition, the individual responsible may be personally liable for acts of harassment and may have to pay compensation to the victim of harassment.

It is the duty and responsibility of every employee to ensure, so far as possible, compliance with this policy and to take appropriate steps if it comes to his/her attention that acts of Harassment are taking place.

(ii) **CRIMINAL LIABILITY**

The Company emphasizes to all employees that it may be a criminal offence to harass another employee. Harassing a person includes causing them alarm or distress.

SECTION 11

HEALTH AND SAFETY POLICY

It is the Company's policy to ensure that as far as is reasonably practicable, all employees are provided with a safe and healthy working environment where as many potential sources of illness or danger as possible are eliminated. It is a function of this policy that the Company operates and maintains systems and methods of work which do not involve risk to the health of its employees, and that any plant, machinery or equipment provided for the use of employees in general is safe in its operation.

In order to fulfill this policy, the Company requires the co-operation of every employee to whom the necessary information, training and/or supervision will be given to help safeguard the health of employees during the course of their employment.

Employees carry an important responsibility for the health and safety of themselves and others whilst working on the Company's premises i.e. they must take reasonable care of themselves and others; they must co-operate fully with the Company's arrangements for fulfilling its Health & Safety policy; they must ensure that any plant, machinery or equipment provided continues to be safe in its operation and properly maintained; and generally do everything they can to prevent injury being caused either to themselves, their fellow employees, clients or any other individuals on the Company premises.

In fulfilling its Health & Safety policy, the Company's principal objectives are, in inter alia, to ensure that:-

- The building is heated to at least the minimum temperature stipulated under applicable legislation in force.
- The premises are decorated regularly to ensure bright and pleasant surroundings and a satisfactory working environment generally.
- The premises are thoroughly cleaned on a daily basis.
- Sufficient natural and/or artificial light is available in all areas of the Company and that all glazed windows and skylights are regularly cleaned.
- Adequate sanitary facilities are provided on all floors, which are maintained illuminated, ventilated and cleaned.

- Washing facilities are available and running hot water and cold water, soap and clean toweling are provided.
- Refrigeration facilities are available for employees.
- Employees who work for significant periods of time at display screen equipment (VDU's) are eligible to receive free eyesight tests. Users may be prescribed a pair of spectacles for display screen work.
- The Company's liability is restricted to meeting the cost of a basic pair of spectacles, i.e. for the use with display screen equipment, and if the user wishes to choose a more expensive pair (e.g. designer frames or lenses with optical treatment not necessary for the work) the Company is not obliged to pay for this. In this circumstance the Company will contribute a portion of the total cost up to the cost of a basic pair of spectacles.

SECTION 12

LEAVING SDSD

RESIGNATION

Should you feel you want to leave SDSD for whatever reason, before you make the final decision, please feel free to talk the matter over with your line manager or HR Manager on a confidential basis.

They may be able to resolve any difficulties, which have caused you to consider this option. If after having this discussion, you still wish to resign from SDSD, this must be done in writing to your line manager respectively, giving the appropriate amount of notice as detailed in your Contract of Employment.

If you leave without following of the legal procedure required or fail to work out your notice period the Company may undertake all legally envisaged steps in order to be compensated for losses suffered.

The Company reserves the right (at its absolute discretion) to propose termination of employment relation against compensation to each of its employees. In that case no notice period shall be observed as the termination shall be result of mutual consent of the parties under the Employment contract.

COMPANY PROPERTY AND INFORMATION

Prior to leaving the Company you must return any company property or documentation which is your possession.

EXIT INTERVIEWS

The purpose of the interview is to gain valuable feedback about the Company and the information gained used to form the basis for making improvements that will help to attract and retain talent. A copy of the Exit Interview form can be obtained from Human Resources.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the SDSD Employee Handbook ("Handbook") issued, which contains important information on the Company's policies, procedures and benefits, including the policies against Harassment and Discrimination and Confidentiality.

I understand that I am responsible for familiarizing myself with the policies in this Handbook, as well as those referenced therein and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment.

I specifically understand and agree that the Company has the right to modify or alter my position at any time, to the extent permissible by law and it shall be presented to me for familiarizing and signing.

This is the entire agreement between SDSD and me regarding the subject matter therein. All prior or contemporaneous inconsistent agreements are superseded.

I understand that SDSD reserves the right to make changes to its policies, procedures or benefits at any time at its discretion after which these shall be brought to the attention and knowledge of the employees.

I further understand that SDSD reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have read (or will read) and agree to abide by the policies and procedures contained in the handbook.

Dated:

Employee's Name:

Employee's signature: