



MARCH 2020

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# WELCOME

The Employee Handbook (“Handbook”) has been written to familiarise you with the employment related policies of MarketAxess Singapore Pte. Limited (Hong Kong Branch) applicable in Hong Kong. MarketAxess Singapore Pte. Limited (Hong Kong Branch) is referred to as the “Company” or “we” for the purposes of this Handbook. This Handbook is designed to help you know what is expected of you as an employee and to inform you of what you can expect from the Company as an employer. “Group” means any company or entity which is a member of the MarketAxess Group.

Not all policies are referenced in this Handbook. Please read it in conjunction with any other of the Company’s policies and procedures, including but not limited to, the Whistleblowing Policy, Systems Usage Policy and IT Security Guidelines, Compliance Manual, Market Abuse Policy and Anti-Bribery and Corruption Policy.

This Handbook, along with the Company’s policies and procedures, sets out the main employment related policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. A “continuous contract” means that you must be employed by the Company under an employment contract and have worked at least 18 hours per week for four or more consecutive weeks.

Any questions you may have with regard to the contents of this Handbook, or what you have to do to comply with it, should be referred to HR.

Please take time to read this Handbook and keep it in a safe place for your future reference.

## ABOUT US

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, family status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

## WHAT WE EXPECT FROM OUR EMPLOYEES

As detailed above, you should comply with this Handbook at all times as it sets out what is expected of you as an employee.

Being a part of a reputable global organization with strict compliance requirements, we expect the highest standards from our employees. At all times, you must have regard to the laws and regulations that apply to your work. For more information, as to the laws and regulations that affect you as an individual employee, please contact HR, Compliance or Legal.

## ABOUT THIS HANDBOOK

Nothing in this Handbook is binding on the Company and, in the Company’s absolute discretion, it may be amended from time to time as considered appropriate, including the amendment or withdrawal of any policy or procedure contained within it.

You are expected to comply with the terms of this Handbook and all other Company policies in the course of your employment. In some cases, an individual’s terms and conditions, as contained in their contract of employment, may differ from the provisions of the Handbook or other Company policies. In the event of any conflict, your contract of employment will prevail.

If you have any comments on the content of the Handbook, or wish to find out more about any aspect of the Company, please contact the HR team.



# GENERAL INFORMATION

## 1. PERSONAL INFORMATION

### 1.1 Legal Requirements

In order to manage and administer its employees and as required by law, it is necessary that the Company maintains a record of your employment and employment history. This will be made up of information relating to you and from which you can be identified (your "Personal Data"). You are required to provide the Company with the personal information it reasonably requires to maintain these records. We request that you also inform the Company if there are any changes in the Personal Data provided by you so our records are kept up to date.

### 1.2 Consent

You consent to the collection, use and transfer of your personal data by the Company, and any other company in the Group, both electronically and in written form, for the purposes of the administration and management of its employees and its business and for compliance with applicable procedures, laws and regulations and to the transfer, storage and processing by the Company of such personal data outside of Hong Kong, in particular to the United States and any other country in which the Company has an office, to any company in the Group; insurers and bankers; administrators or managers of our provident fund scheme; and other companies engaged in contractual activities on the Company's behalf for the purposes set out above.

### 1.3 Our approach to Personal Data Protection

The Personal Data (Privacy) Ordinance ("PDPO") sets out a number of principles governing the handling of personal data. The PDPO defines "personal data" as any representation of information (including an expression of opinion) in any document, and includes a personal identifier. This includes any personal information relating to you that is being held by us in written or digital form, and applies to computerised personal information and to structured manual records.

The PDPO gives data subjects including employees and the Company's customer's certain rights, such as access to their Personal Data and the right to correct or delete Personal Data held by the Company. Mishandling Personal Data can have serious repercussions for the Company, our employees and customers.

In the course of your employment, you may receive or have access to Personal Data of other employees and third party contacts of the Company. It is the responsibility of all employees to handle Personal Data appropriately. Privacy breaches can lead to financial penalties, bad press, damaged reputation, loss of trust, and, for employees, disciplinary action. If you have any questions, please see either the Company's HR or Data Protection Officer.

## 2. PRE-EMPLOYMENT SECURITY SCREENING

The honesty and integrity of all employees is naturally of paramount importance to the Company. Consequently, all employees will have been subject to a thorough security screening as part of the recruitment process, during which the information provided by individuals during the recruitment process is checked and verified by the Company.

The information provided by employees during the process of their recruitment by the Company will be retained by the Company, in accordance with its Data Protection Policy and the PDPO.

The subsequent discovery that an employee provided false or misleading information during the recruitment process may lead to disciplinary action or even dismissal.

### 3. DRESS CODE

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- promote a positive and professional image;
- respect the needs of men and women from all cultures and religions;
- make any adjustments that may be needed because of disability;
- take account of health and safety requirements; and
- help employees and managers decide what clothing it is appropriate to wear to work.

This policy applies to all employees of the Company and it is the responsibility of all employees to be aware of its contents. Managers are responsible for ensuring that this dress code is observed and that a common sense approach is taken to any issues that may arise.

The Company has a business dress policy at all times, meaning that employees may wear what is appropriate for the Company's business needs, keeping in mind that this is our workplace and that we want it to reflect an environment of professionalism and respect. Below are the guidelines about what is appropriate or not appropriate. If you are uncertain about what is appropriate, please check with your Manager or HR.

#### Appropriate

- Business shirts with a collar
- Business suit and tie (mandatory for all client meetings)
- Blazers, business skirts and dresses
- Clean, neatly pressed clothing without obvious rips
- Business footwear with socks
- Trousers (e.g. khakis, chinos, cords)

#### Not Appropriate

- Denim clothing (e.g. blue jeans, shirts, jackets, skirts)
- Shorts, T-shirts, sweatshirts, sports gear, leggings or athletic warm up clothing
- Shirts without collars
- Shirts worn outside trousers
- Trainers, athletic shoes or flip flops
- Revealing or provocative clothing e.g. halter neck/strapless dresses or tops, bare midriffs, micro-mini skirts.
- Trousers or shirts with rips

Each Friday is a dress down day, this means that you may wear smart denim clothing, trainers or t-shirts on these days. However, dress down Friday is not appropriate if you have client meetings.

You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy. Where necessary, HR can give further information and guidance on cultural and religious dress in the workplace.

Failure to comply with this Dress Code Policy may result in disciplinary action being taken by the Company.

#### **4. COMPANY PROPERTY**

All valuable property, whether owned by the Company or by you, should be locked away when you are not in the office. Any loss or damage to Company property should be reported immediately to Facilities. You must obtain your manager's consent before removing any Company property from the Company premises, except in cases such as laptops, iPads, mobile phones etc. when the item has been entrusted to you for use outside of the office. You must take all reasonable care of any Company property which is entrusted to you. In any event, all Company property must be returned immediately on termination of your employment or at any time on request.

#### **5. PERSONAL PROPERTY**

The Company does not accept responsibility for loss of, or damage to, personal property on the Company premises. You are strongly advised not to leave clothing, handbags, money or other valuables unattended. Any loss or damage to personal property should be reported immediately to Facilities.

#### **6. OTHER EMPLOYMENT AND OUTSIDE DIRECTORSHIPS**

You are not permitted either to accept or continue any employment other than for the Company, while employed by the Company. In exceptional circumstances, applications made by employees to continue any outside non-executive directorships may be considered favourably providing that line management and Compliance are satisfied that such directorships do not interfere or conflict with their responsibilities to the Company. All non-executive directorships must be disclosed to the Company.

#### **7. ATTENDANCE & TIMEKEEPING**

The Company requires absences to be justifiable and properly recorded and reported in accordance with the policies and procedures set out in this Handbook. Persistent lateness or failure to complete contractual hours, or failure to comply with the provisions of this Handbook, may be treated as a disciplinary matter. The Company may withhold payment of salary for any unauthorised absences.

#### **8. TIME OFF**

Please note that other forms of time off, including compassionate leave, time off for dependants and public duties are dealt with in separate sections of the Handbook.

##### **8.1 Annual Leave**

Our leave year runs from 1 January to 31 December. Unless otherwise stated in your contract of employment, your annual leave entitlement is 25 days in addition to general holidays (pro-rated for part-time employees). If you join the Company partway through a leave year, your annual leave entitlement will be pro-rated accordingly. Your annual leave entitlement is inclusive of your entitlement to statutory annual leave under the Employment Ordinance and for the avoidance of doubt, you will be deemed to have taken your entitlement to statutory leave first in any leave year.

All annual leave must be authorised by your manager in advance and you must give at least two weeks' notice of proposed holiday dates. Annual leave may be refused if your absence during

the requested period is likely to cause disruption to the business or if there is insufficient cover. Any annual leave taken without prior approval by the Company will be treated as unauthorised and may result in disciplinary action and/or deduction from pay.

Save as prescribed under applicable law, you may carry forward a maximum of five (5) days' leave (other than statutory annual leave) from one calendar year to the next, and any annual leave (other than statutory annual leave) carried forward must be taken by 31 March of the subsequent calendar year or it will be forfeited without compensation.

On termination of your employment, you will be paid in respect of any statutory annual leave entitlement accrued but not taken. The Company may require you to take any accrued annual leave (other than statutory annual leave) during any notice period. If you have taken annual leave in excess of your entitlement at the termination date of your employment, the Company may require you to repay to the Company an amount equivalent to the excess leave payment received by you.

To book annual leave you must complete a request through UltiPro (the Company's Time Off tracking system). Your request will then be forwarded to your manager for approval.

## **8.2 Medical & Dental Appointments**

From time to time, you may need to attend medical, hospital, dental, optician and other similar appointments. Whenever it is possible to do so, you should endeavour to arrange such appointments outside your working hours or, if this is not possible, then at times that will cause the minimum amount of absence from work or inconvenience to the Company.

However, because the Company accepts that it is not always possible or practical to arrange medical and other similar appointments outside working hours, it is the Company's policy to permit reasonable time off work for such appointments.

Provided that you give your manager reasonable notice of the date and time of an appointment, time off with pay will normally be granted, although this is subject to the discretion of your manager. We may require you to provide evidence of your appointment.

Where time off for appointments becomes frequent or regular, or starts to cause difficulties for your team, your manager and HR have the discretion either to require you to make up for the time off by working extra time on another occasion, or to grant any further time off without pay if your request for time off is accepted. This does not apply to any period during which you are absent from work due to sickness or injury, and in respect of which you are entitled to paid sickness allowance under the Employment Ordinance.

## **8.3 Accompanying a pregnant woman to antenatal appointments**

You may take unpaid time off during working hours to accompany a pregnant woman to her antenatal appointment if you:

- Are the pregnant woman's spouse or partner;
- Live with the woman in an enduring family relationship and are not a relative of the woman; or
- Are the expected child's father.

The amount of time off you may take off to accompany a pregnant woman to an antenatal appointment is limited to no more than two occasions lasting no more than six and a half hours each.



In order to request unpaid time off, you must write to us confirming:

- You have a qualifying relationship with the pregnant woman or expected child;
- The purpose of taking the time off is to accompany a pregnant woman to an antenatal appointment;
- The appointment has been made on the advice or direction of a registered medical practitioner or has been notified by the hospital where the pregnant woman is due to give birth; and
- The date and time of the appointment.

Where it is reasonable to do so, the Company may refuse a request for time off.

## **9. BUSINESS CARDS**

If your role requires business cards, you are required to seek authorisation from your Manager.

## **10. ACCESS CARD**

You will be given an access card for the office on your first day of employment with the Company.

You must take extreme care of your access card and you must not give or lend your access card to any unauthorised persons. If you damage or lose your access card, you must report it immediately.

Any breach of this rule may lead to disciplinary action being taken against you, up to and including summary dismissal.

# BENEFITS

## 11. EMPLOYEE BENEFITS

### 11.1 Private Medical & Dental Insurance

Subject to the rules and eligibility requirements of any scheme in force from time to time, and any premiums payable being acceptable to the Company, the Company pays for private medical and dental insurance for you and, where applicable, your spouse or civil partner and your dependent children.

Details of the scheme referred to in this section can be obtained from the Company. The Company reserves the right to terminate or substitute another scheme for such scheme or amend the scale of benefits of such scheme including the level of benefits. If any scheme provider (including but not limited to any insurance company) refuses for any reason (whether based on its own interpretation of the terms of the insurance policy or otherwise) to provide any benefits to you, your spouse or civil partner or dependent children, the Company shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

### 11.2 Life Assurance

Subject to the rules and eligibility requirements of the relevant plan and this Handbook in force from time to time, you are eligible to be enrolled in the Company group plan from commencement of your employment or completion of any underwriting. In order for you to be eligible to receive benefits under any Life Assurance Plan arranged by the Company, you will be required to complete an enrolment form upon joining.

This is a discretionary benefit and the Company shall in its sole and absolute discretion reserve the right to discontinue, vary or amend this benefit at any time on reasonable notice to you. If any scheme provider (including but not limited to any insurance company) refuses for any reason (whether based on its own interpretation of the terms of the insurance policy or otherwise) to provide any benefits to you, the Company shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

### 11.3 Mandatory Provident Fund Contributions ("MPF") and deductions

Unless exempt, you will be enrolled in the Mandatory Provident Fund Scheme selected by the Company within 60 days of your commencement of employment, to which both you and the Company are required to make contributions in accordance with the Mandatory Provident Fund Schemes Ordinance. The Company will deduct from your monthly relevant income an amount equivalent to your mandatory employee contribution to be paid into the Scheme.

### 11.4 Augmented Vacation Program (AVP)

The AVP recognises milestones in an employee's service. If you have completed five years of continuous employment with the Company, you are eligible for an additional 10 days of paid annual leave ("AVP Leave"). If eligible, your AVP Leave will be granted on the 5<sup>th</sup> anniversary of the commencement of your employment with the Company, and thereafter on completion of every subsequent 5 years of employment.

AVP Leave must be taken within 15 months from the day on which it is granted, and no payment in lieu will be made for any AVP Leave which expires, or upon termination of your employment for any reason.

The dates of AVP Leave must be authorised via UltiPro by your manager at least ninety days in advance. All efforts will be made to accommodate your request. However, the approval of your manager will depend on business needs and other employees' holiday plans.

#### **11.5 Charitable Gift Matching Programme**

Permanent employees are eligible to participate in the Company's Charitable Gift Matching Programme. Where a qualifying employee makes a qualifying donation to charity, the Company will match 100% of any qualifying donation up to a cap of HK\$15,000 per annum. The minimum amount that will be matched is HK\$350. To qualify for a matching contribution, the employee's gift must meet the following conditions:

- the gift must be an actual cash donation and not a pledge to donate;
- any non-tax deductible portion of the gift will not be matched; and
- the Company will only match gifts made by the qualifying employee. For example, where a qualifying employee raises funds and makes a contribution towards a charity, only contributions to the funds which were made by the employee and other qualifying employees will be matched by the Company. Contributions made by people other than full time employees of the Company, including their family members and friends, will not be matched by the Company.

For more information, please email [HRTeam@marketaxess.com](mailto:HRTeam@marketaxess.com).

#### **11.6 Business Travel Insurance**

Employees are automatically enrolled in the Company's global business travel insurance plan from commencement of employment with the Company. Employees are insured for business purposes only and not in respect of personal travel. If an employee is not travelling for business purposes, it is their responsibility to arrange their own insurance before travelling.

#### **11.7 Fitness Expenses**

The Company will reimburse (via monthly expenses) up to £65 (please convert to HKD at time of claim) of your monthly fitness expenses subject to you providing evidence of the cost, which is satisfactory to the Company. This benefit is subject to tax.

The parameters are as follows to enable employees (Permanent or Fixed Term) to qualify for reimbursement:

- The fitness activity must be for the employee's use (not a family member's use)
- The activity must be recreational, and fitness based, not medically based

Reimbursement for recreational fitness expenses will be considered providing the organization:

- Is an established business as evidenced by brochures or website
- Encourages cardiovascular health
- Can provide a receipt or proof of purchase for all payments made by the employee

Examples of Eligible Expenses:

- Gym membership
- Classes-yoga, karate, spin, dance
- Personal trainer
- Running clubs

- Pool memberships
- Ski lift tickets or Ski Pass

Examples of Ineligible Expenses:

- Purchase of fitness equipment
- Purchase of vitamins and supplements
- Nutritionist
- Acupuncture
- Physical therapy
- Massage therapy

If you are unsure as to whether your activity will qualify for reimbursement under our policy, please check with the HR team before you incur any expense. The Company reserves the absolute right to pay or decline any expense.

### **11.8 Eye Sight Testing**

If you use VDUs (Visual Display Units) for work purposes for a good proportion of each working day, you may have an annual eyesight test. For more information, please contact HR.

### **11.9 Vaccinations and anti-malaria prophylactics**

Employees travelling overseas for business should seek advice about vaccinations required and whether antimalarial prophylactics are necessary for each country visited. This advice may be obtained from your doctor.

The most convenient and cost effective method of receiving vaccinations/medications may be to consult your doctor. If the medical insurance scheme arranged by the Company does not cover the cost of any vaccinations or medications for anti-malarial treatment prior to your overseas travel in the course of your employment with the Company, these may be claimed via expenses in accordance with the Company's expenses policy.

It is your personal responsibility to ensure your vaccinations are up to date, relevant to your place of travel and that you retain your own record of vaccinations received.

### **11.10 Additional Benefits**

Notwithstanding anything in this Handbook or any other document related to your employment, save as required under applicable law, we may, at our discretion, discontinue, vary or amend any scheme/plan or benefit provided (including the level of cover) or change any provider of any benefit at any time and are under no obligation to provide or continue to provide any benefit to you (or, if relevant, for your spouse or any dependent children under the age of 18) (whether detailed in this Handbook or otherwise). We will not be liable to provide you with any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit. We will further not assume any liability for any payments that any provider of any benefit shall decline to make.

# COMPANY POLICIES

## 12. EQUAL OPPORTUNITIES POLICY

### 12.1 Purpose

The Company is committed to ensuring that equal employment opportunities are provided to all employees. This means that all employees will be provided with equal treatment without regard to race, colour, nationality, religion or belief, ethnic or national origin, sex, sexual orientation, pregnancy or maternity, marital status, family status, gender reassignment, age or disability, or any other characteristic not mentioned here but which is made unlawful under applicable law at any time ("Protected Characteristics").

We remind all employees that the responsibility to comply with this Equal Opportunities Policy rests not only with the Company but also with each employee as an individual. You must not discriminate or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors, or knowingly aid others to do so. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform) and on work-related trips or events including social events.

All managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote our aims and objectives with regard to equal opportunities.

The following forms of discrimination are prohibited under this policy:

- Direct discrimination – treating someone less favourably because of a Protected Characteristic.
- Indirect discrimination – a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified.
- Harassment - this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- Victimisation - retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- Disability discrimination - this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

### 12.2 Disabilities

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

### 12.3 Part-time and fixed-term work

As a general principle, part-time and fixed-term employees who are employed under a



continuous contract should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

#### **12.4 Breaches of this policy**

The Company takes a strict approach to breaches of this policy. Serious cases of deliberate discrimination may amount to gross misconduct resulting in summary dismissal. Complaints will be treated in confidence and investigated as appropriate. Note that making a false allegation deliberately and in bad faith may be treated as misconduct.

If you become aware of a breach of the Company's Equal Opportunities Policy, whether in relation to you or someone else, please contact HR. Additionally if you have any comments, complaints or queries in relation to this policy, please contact your manager in the first instance or alternatively contact HR.

### **13. ANTI-HARASSMENT AND BULLYING POLICY**

The Company is committed to providing a working environment free from harassment and bullying and ensuring all employees are treated, and treat others, with dignity and respect. The Company will take any allegation of harassment or bullying seriously. If you are being harassed or bullied, you may speak to your manager or to HR. The Company will retain information about complaints made of harassment or bullying, including records of any inquiries and/or investigations which may be undertaken, along with a record of the outcome and of any notes or other documents compiled during any such process, for the purposes of human resource management. These records will be maintained in confidence and in line with the provisions of the Personal Data (Privacy) Ordinance.

### **14. MATERNITY POLICY**

#### **14.1 Entitlement to Maternity Leave**

Female employees may be entitled to maternity leave in accordance with the Employment Ordinance provided she is employed under a continuous contract immediately prior to the commencement of the maternity leave.

Under the Employment Ordinance, a qualifying employee is entitled to take 10 weeks' maternity leave. If she gives birth later than the expected date of birth, maternity leave is also granted for the period between the expected and actual date of birth. A qualifying employee may also be entitled to a further period of up to 4 weeks' maternity leave if required on grounds of illness or disability arising out of the pregnancy or confinement.

#### **14.2 Maternity Leave Pay**

You are entitled to paid maternity leave in accordance with the Employment Ordinance provided that:

- (i) you are employed under a continuous contract for not less than forty (40) weeks immediately prior to the commencement of the scheduled maternity leave;
- (ii) you give notice to the Company of your pregnancy and that you intend to take maternity leave; and
- (iii) you provide the Company with a medical certificate confirming your pregnancy and

expected date of confinement. The notice and medical certificate should be submitted to Human Resources.

#### **14.3 Rate of Maternity Leave Pay**

The daily rate of maternity leave pay is a sum equivalent to four-fifths of the average daily wages earned by you in the 12-month period immediately preceding the first day of your maternity leave (excluding any period you were not paid your full wages).

#### **14.4 Notification**

Before taking leave, you are required to give notice to the Company of your pregnancy and intention to take maternity leave after your pregnancy has been confirmed by medical certificate.

You are required to provide the Company with a medical certificate confirming your pregnancy and expected date of confinement.

You should speak with your Manager to try to agree the date of commencement of your maternity leave. This must be at least 2 weeks but not more than 4 weeks before the expected date of confinement. You should then inform Human Resources of the agreed date of commencement. If you do not reach agreement on the proposed date of commencement, it shall be 4 weeks immediately before the expected date of confinement.

#### **14.5 During Maternity Leave**

Your terms and conditions of employment remain in force during your maternity leave. Annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave continues into the next leave year, any annual leave entitlement that cannot reasonably be taken before starting your maternity leave can be carried over. Please discuss your annual leave plans with your manager in good time before starting your maternity leave. All annual leave dates are subject to approval by your manager in the normal way.

### **15. HONG KONG PATERNITY POLICY (PL)**

#### **15.1 Entitlement to Paternity Leave**

Qualifying employees may take enhanced paternity leave of up to two weeks if employed under a continuous contract for at least forty (40) weeks.

#### **15.2 Entitlement and Duration of Paternity Leave**

Paternity leave (PL) is a period of eight weeks of consecutive leave or four blocks of two weeks, taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within twelve months of the birth or placement. (If the baby is premature the period ends 12 months after the start of the Expected Week of Childbirth.)

You must give us written notice by the end of the 15th week before the Expected date of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:

- The Expected date of Childbirth;

- Whether you intend to take one block of eight weeks or 4 blocks of two weeks; and
- When you would like your leave to start.

You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can to your manager and HR.

### **15.3 Rate of Paternity Leave Pay**

The daily rate of statutory paternity leave pay is a sum equivalent to four-fifths of the average daily wages earned by you in the 12-month period immediately preceding the day of your paternity leave (excluding any period you are not paid your full wages).

If you qualify for enhanced paternity leave this will be paid at the rate of your normal basic salary.

### **15.4 During Paternity Leave**

All the terms and conditions of your employment remain in force during paternity leave.

Annual leave entitlement will continue to accrue during paternity leave at the rate provided under your contract.

## **16. FLEXIBLE WORKING POLICY**

### **16.1 What is flexible working?**

We are committed to providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. We will deal with flexible working requests in a reasonable manner.

No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

### **16.2 Eligibility**

To be eligible to make a request you must:

- Be an employee of the Company;
- Have worked for us continuously for at least 26 weeks at the date your request is made; and
- Not have made a formal request to work flexibly during the last 12 months (even if you withdrew that request).

The acceptance of your request shall be at the Company's sole and absolute discretion, and shall be subject to the Company's business and operational requirements and practicalities. If the Company decides to accept your request, your flexible working arrangement will take effect only upon your execution of such documents as the Company may require to give effect to such arrangement.

## **17. DEPENDENTS POLICY**

You are entitled to take a reasonable amount of unpaid time off work to deal with certain unexpected or sudden emergencies in respect of your dependents and to make any necessary longer-term arrangements. A dependent for the purposes of this policy is:

- An employee's spouse, civil partner, parent or child;
- A person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
- Anyone else who reasonably relies on the Employee to provide assistance, make arrangements or take action.

This right is intended to cover genuine emergencies because of an immediate or unexpected crisis only. It does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, please speak with HR.

You may be granted short periods of paid dependent leave at the discretion of your manager in liaison with HR.

If you wish to take time off under this policy, you must tell your manager the reason for your absence and how long you expect to be away from work as soon as reasonably practicable. We may ask you to provide evidence for your reasons for taking time off. Suspected abuse of this policy may be dealt with as a disciplinary matter.

No-one who takes time off in accordance with this policy will be subject to any detriment. You are required to record this leave using Ultipro.

## **18. COMPASSIONATE LEAVE**

You may be granted a short period of paid compassionate leave to deal with the immediate impact of events such as death or serious illness of a close family member, domestic partner or close friend. Approval of this leave is at the discretion of your manager in liaison with the HR team and, wherever possible, you should make a request to your manager in advance telling them the reasons for your request and the number of days you would like to take.

If you are unable to return to work following a period of authorised compassionate leave, you should contact your manager. It may be appropriate for you to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you a further period of unpaid leave.

## **19. EMPLOYEE REFERRAL SCHEME**

### **19.1 Introduction**

The Company operates a scheme whereby employees are encouraged to refer suitable candidates from outside the organisation to apply for vacancies. Where a referred applicant is successfully appointed, a one off payment will be made to the employee who made the introduction subject to the conditions detailed below.

### **19.2 The Payment**

HK\$24,000 will be paid to Hong Kong employees for each referred applicant that joins the Company as a permanent employee (as further set forth in section 18.3). A gross payment, which is subject to statutory deductions, is made (via payroll) to the referring employee ("referrer") once the referred applicant has successfully completed their probationary period ("qualifying period"). A referrer must not have resigned and must be in employment with the Company at the end of the qualifying period in order to receive the payment. Rewards cannot be claimed under any circumstances once the referrer has left the Company or if the referrer is under notice of termination of their employment with the Company (whether given by them or the Company).

### **19.3 Vacancies that are covered by the Scheme**

All permanent vacancies are included. No payment will be made for appointments of fixed term employees, fixed term contractors, consultants or temporary (agency) employees that transfer on to a permanent contract of employment at a later date.

### **19.4 Eligibility**

Permanent employees of the Company are eligible to receive benefits under the Employee



Referral Scheme with the exception of senior management (i.e. the London Management Team “LMT”), employees in the HR Team, and the hiring manager of the designated job opening and the employee manager(s). A payment will NOT be made to any employee in these positions. There is no difference in payment between full time or part-time status employees.

### **19.5 The Process for Referring a Candidate**

Employees can refer a candidate by forwarding the CV of the individual they wish to introduce and the relevant vacancy to [HRTeam@marketaxess.com](mailto:HRTeam@marketaxess.com). In addition to submitting an individual’s CV, the referrer should know the individual being referred, and be familiar with his or her work experience and skills. Please note ex-employees of the Company are not eligible to be referred under the Employee Referral Scheme.

### **19.6 Limits to the number of referrals an employee can make**

There are no limits; an employee may refer as many suitable candidates as they wish. Referrers need to exercise discretion around suitability of candidate and the role being referred for.

### **19.7 Rules**

The scheme is non-contractual and a non-guaranteed benefit. It may be withdrawn or varied at any time. The scheme is not a guarantee that referred candidates will be appointed or even interviewed. No discussion whatsoever will be entered into with the referrer concerning the referred applicant, other candidates, the selection process, decision, or associated information, under any circumstances.

## **20. NO SMOKING POLICY**

### **20.1 Policy statement**

We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.

Our workplace is smoke-free and all employees and visitors have a right to a smoke-free environment. We are committed to a programme of action to make this policy effective and to bring it to the attention of all employees.

### **20.2 Who is covered by the Policy?**

This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff (collectively referred to as “staff” in this policy).

Third parties who have access to our premises (such as consultants, contractors, customers and visitors) are also required to comply with this policy.

### **20.3 Responsibility for implementation of the policy**

HR has overall responsibility for the effective operation of this policy. Any questions concerning the operation of this policy should be directed to HR. Responsibility for monitoring and reviewing the operation of the policy and any recommendations for change to minimise risks to our operations also lies with HR.

All managers have a specific responsibility to operate within the boundaries of this policy, ensure that all staff understands the standards of behaviour expected of them and to take action when behaviour falls below its requirements.

#### **20.4 Scope and implementation of the policy**

Smoking is banned at our workplace, the ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

#### **20.5 Breaches of the policy**

Breaches of this policy may lead to summary dismissal. Smoking in smoke-free premises is a criminal offence and may result in a fixed penalty fine and/or prosecution.

### **21. TRAVEL & EXPENSE POLICY**

Please refer to the Company's travel and expenses policy for further information which can be obtained from HR or found on UltiPro.

### **22. CLEAR DESK POLICY**

To improve the security and confidentiality of information the Company has adopted a clear desk policy. A clean work and office space makes us look efficient and presentable to anyone who decides to visit, including regulators, clients, or auditors.

This policy applies to all permanent, temporary or contracted staff, and it applies to those with desk space and those who are in offices.

Consistent with our Confidentiality Statement, confidential or sensitive information should be kept locked away (this includes locking your screen, if away from your desk) Secure disposal bins are available on all floors. Please use these to dispose of confidential information.

At the end of each working day, employees are required to clean up their desk and to put away all office papers. The area under an employee's desk must also remain clean and free of clutter.

### **23. PROFESSIONAL DEVELOPMENT AND TRAINING**

#### **23.1 Will I have performance reviews?**

Your manager will conduct midyear and yearly performance reviews. However, you may have informal performance reviews and planning sessions more often if your manager chooses to do so.

#### **23.2 What happens at performance reviews?**

Performance reviews are designed for you and your manager to discuss your current job tasks, identify performance issues and discuss how they might be addressed, provide feedback, and discuss approaches for meeting work-related goals. Together, you will discuss ways in which you can accomplish goals or learn new skills. The meetings are designed for

you to make and agree new goals, skills, and areas for improvement.

### **23.3 Is there provision for training?**

We are committed to providing opportunities to employees to utilise their full potential and develop their professional expertise. We strongly encourage employees to take a proactive approach to their training and development.

You will have the opportunity to be trained and kept up-to-date with developments through lectures, seminars, in-house and external courses, written material in the form of circulars and books, and through on-the-job training and hands-on experience.

If you want to participate in any training other than that provided by us, please let your manager and HR know.

## **24. STUDY SUPPORT POLICY**

### **24.1 General Statement**

The Company recognises the value of professional qualifications and is committed to providing support to employees whose job progression and contribution to the business would significantly benefit from obtaining job related, formal qualifications.

### **24.2 Eligibility and Criteria**

All permanent employees who have more than 12 months' continuous service may seek support for job related professional studies. The criteria for study leave and financial support is as follows.

Any proposed study must be:

- Relevant to current job/career path or future role;
- Relevant to the business;
- At the manager's discretion and subject to any operational requirements or departmental/business constraints; and
- Agreed by GMT manager and HR in advance.

### **24.3 Fees and Subscriptions**

All course fees and core texts up to HK\$600 per subject, capped at HK\$1,800 per academic year will be paid by the Company.

- **Course Fees**  
Annual course fees to be paid either via an invoice or reimbursed via expenses, provided that HR has approved the amount in advance.
- **Study leave**  
Maximum of 3 days paid leave per annum, inclusive of time off required for the exam.
- **Claw-back**  
Unless otherwise previously agreed in writing, you shall repay the Company on demand the amount of course fees and course texts paid by the Company should you leave the employment of Company (other than where the Company terminates your employment

without cause by giving notice), on a sliding scale as follows:

<b>Repay 100%</b>	If employee leaves before completing the course, or within 1 year of completing the course
<b>Repay 66%</b>	If employee leaves between 1 and up to 2 years of completing the course
<b>Repay 33%</b>	If employee leaves between 2 and up to 3 years of completing the course
<b>Repay 0%</b>	If employee leaves 3 or more years after completing the course, or leaves at any time due to ill health or redundancy or death.

For the purposes of the Study Support Policy, the deemed date of completion of a course shall be the date of the final exam or assessment or date of submission of coursework if applicable, or if the course is not assessed, the final lecture, seminar or other contact.

- **Payment of Professional Subscriptions**

The Company encourages all employees to keep up to date with the latest developments in their field of employment. In recognition of this, the Company may, in its discretion, pay for professional subscriptions providing there is a statutory or regulatory requirement for such subscriptions or there is a job related need. Payment in respect of any professional subscription is subject always to your manager's approval on your expense claim form.

#### **24.4 Procedure**

Support for your course must in the first instance be obtained from your Manager and HR. Costs will be reimbursed on production of receipts/invoices through the normal expense claim procedure, subject to you signing a letter issued by HR confirming your consent to the policy and the caps detailed above. Study leave should be applied for in the same way as annual leave via UltiPro.

Please keep HR informed of your progress and provide results of any examinations for your personal file and training records.

#### **25. SUSPENSION**

We may, at our sole and absolute discretion, suspend you from work for up to 14 days for the purposes of conducting any inquiry and/or investigation into a disciplinary matter. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by your manager. While suspended, you should ensure that your line manager knows where you will be and how you can be contacted, and remain readily contactable. You will continue to receive your full basic salary and benefits during any period of suspension of 14 days or less. The Company may also suspend you from work in accordance with section 11 of the Employment Ordinance.

#### **26. GRIEVANCE POLICY**

The Company encourages feedback, and if you have any grievances, please inform your line manager. If your grievance concerns your line manager, you may submit it to your department manager or HR.

## **27. SICKNESS ABSENCE POLICY**

### **27.1 The Policy**

If you are absent from work due to sickness or injury, you must inform your manager no later than 9am on the first day of absence. If you are away from work due to sickness or injury for four consecutive calendar days or less, you must record your absence in UltiPro upon your return. For absences of more than four consecutive calendar days, you must provide a medical certificate from your doctor. Further medical certificates will be required for the remainder of the period of your absence.

Where you have taken statutory sickness leave in excess of 36 days, you also agree that you will provide, at the Company's request, a copy of a medical certificate issued by a registered medical practitioner, registered Chinese medical practitioner or registered dentist attending you as an outpatient or in patient in a hospital, specifying the number of days on which and the nature of the sickness or injury on account of which you are unfit for work, and a brief record of the investigation carried out and the treatment prescribed by the issuer of the medical certificate.

If your doctor provides a certificate stating that you "may be fit for work", you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

The Company reserves the right, at any time, to require you to undergo a medical examination at the Company's expense with a registered medical practitioner of the Company's choice, where the Company has grounds to believe that there is any risk to others due to infectious or communicable diseases or considers such would assist in assessing your ability to fully and ably perform your duties. You agree the medical practitioner may disclose the results of the examination to the Company and discuss with the Company any matters arising out of the examination which are relevant to your employment or which might prevent or impair your ability to properly perform your duties.

### **27.2 Sickness Pay**

Subject to your compliance with the Company's sickness absence policy (as amended from time to time), you shall continue to receive your full basic salary and contractual benefits during any period of absence due to sickness or injury for up to an aggregate of 26 weeks in any 78-week period. Such payment shall be inclusive of any statutory sick pay due in accordance with the Employment Ordinance.

### **27.3 What happens if I consider myself to be disabled?**

We are aware that sickness absence may be disability related. The Company will consider whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work if you have a disability. If you consider that you are affected by a disability or any medical condition, which affects your ability to undertake your work, you should inform your manager or HR.

### **27.4 Unauthorised absence**

Absence that has not been reported or certified in accordance with the sickness reporting policy will be treated as unauthorised. In addition, if at any time we consider that you have



taken sickness absence when you are not unwell and sickness absence is not genuine, the matter may be dealt with by the Company as a disciplinary matter.

#### **27.5 Will I be contacted during my absence?**

If you are absent on sick leave, you should expect to be contacted from time to time by your manager or HR in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and support and will be kept to a minimum depending on the needs of our business. If you have any concerns during your absence, whether about the reason for your absence or your ability to return to work, you should contact your manager or HR at any time.

#### **27.6 What is return to work interviews?**

The Company may require you to attend a return-to-work interview with your manager or HR if it considers appropriate. A return-to-work interview gives us the opportunity to confirm that we have correctly recorded the reason for and number of days of absence. It also gives you the opportunity to raise any concerns or questions you have on your return to work, and any other matters that you think are relevant. Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

#### **27.7 What happens when I return from long-term sickness absence?**

We are committed to helping anyone on long-term sickness absence return to work. In cases where you are unable to return to work, we will consider whether you are entitled to any benefits under your employment contract and/or this Handbook.

### **28. WHISTLEBLOWING POLICY**

Please refer to the global Whistleblowing Policy for further information, a copy of which can be obtained from HR.

### **29. DATA PROTECTION**

#### **29.1 What is the Policy on Personal Data?**

Throughout the course of your employment with the Company, we may collect personal data from you in relation to your employment for various human resource management purposes. These purposes include, but are not limited to: provision of benefits, compensation and payroll; facilitating performance reviews and appraisals; career development activities; completing visa applications, tax returns and reviewing employment decisions.

The personal data we collect may be transferred to our subsidiary and associate companies; our insurers and bankers; medical practices providing medical cover; administrators or managers of our provident fund scheme; and other companies engaged in contractual activities on our behalf; to be used for the purpose mentioned above.

It is the Company's policy to retain certain personal data of employees when they cease to be employed by us. Such data is required for residual employment-related activities including but not limited to the provision of a job reference; processing applications for re-employment, matters relating to retirement benefits and allowing us to fulfil contractual or statutory obligations.

All personal information will be kept secure and confidential and we will make every effort to ensure that only those persons who are properly authorised to access the information can do so. You should inform us of any change in your personal information, such as your address or other contact details.

#### **29.2 How long will my records be kept?**

We will keep your records for a period of up to seven years following the end of the termination of your employment with us for the purposes of references, compliance with applicable laws and other administrative purposes.

#### **29.3 What rights do I have to access the data about me?**

Under the PDPO, you have the right to request access to, and to request correction of, your personal data in relation to your employment. If you wish to exercise these rights, please provide the Company with a completed Data Access Request Form.

#### **29.4 What obligations do I have in relation to data?**

You should inform us of any change in your personal information, such as your address or other contact details. You should take care of your own, and others' personal information. In particular, you should:

- Ensure that any personal data to which you have access is stored securely, but is accessible to anyone who properly requires access to it when responding to a data access request);
- Not disclose personal data to any person without proper authority;
- Only process personal data for the purpose for which it was originally obtained. If the person giving the personal data to us was told that the personal data would be used for one purpose, do not use it for another purpose without obtaining the consent of that person;
- Dispose of personal data securely, and appropriately. Do not destroy personal data unless you have a proper reason for doing so; and
- Notify your manager or HR immediately if you receive a data access request.

Please refer to our Compliance Manual and Confidentiality Statement for more information. For further information on Data Protection please refer to Compliance.

### **30. SYSTEMS USAGE POLICY AND IT SECURITY GUIDELINES**

Please refer to the policy for further information, a copy of which can be obtained from HR or Compliance.

### **31. HEALTH & SAFETY POLICY**

Please refer to the Health & Safety Policy and Statement of Intent for further information.

### **32. COMPLIANCE POLICIES**

Compliance has the primary and day-to-day responsibility for implementing policies relating to

our legal and regulatory obligations (including but not limited to Anti-Money Laundering, Market Abuse, Data Protection, Conflicts of Interest, Anti-Bribery and Corruption), monitoring their use and effectiveness, and dealing with any queries about them.

Please refer to the relevant policies and manuals for further information, copies of which can be obtained from Compliance.

### **33. ALCOHOL AND DRUG FREE WORKPLACE POLICY**

You shall not, and shall not allow or cause anyone to, use, possess or be under the influence of alcohol or non-prescription drugs at any time on Company premises or during the performance of your duties. Doing so could lead to your dismissal.

If we have good reason to suspect that you are under the influence of alcohol or drugs at work, or at any time as the Company may consider appropriate, you may be required to undertake a blood or urine test to establish whether this is the case. An unreasonable refusal to comply with a request to undergo such a test could lead to your dismissal.

### **34. PERSONAL RELATIONSHIPS AT WORK POLICY**

#### **34.1 Policy Statement**

The Company is committed to ensuring that, where there is a close personal relationship between employees, their integrity and that of the Company is not compromised. In order that Company business is conducted in a professional and proper manner, it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.

In the context of this policy, a personal relationship is defined as:

- A family relationship; or
- An intimate relationship.

#### **34.2 Principles**

The Company values and relies upon the professional integrity of relationships between employees at work. For this reason, employees in a personal relationship should not work together in circumstances where a conflict of interest, breach of confidentiality or unfair advantage may be perceived to be gained from the overlap of personal and professional relationship.

#### **34.3 Declaration of Personal Relationship**

Where a personal relationship develops between an employee and a more senior employee, the more senior employee should inform their manager. In the event that a personal relationship develops between employees working in the same team, they should advise their manager.

Employees who are uncertain about whether they should take action regarding a personal relationship are encouraged to seek guidance, in confidence, from HR. Any case where a personal relationship (as defined in this policy) is not declared, and results in an unfair advantage or disadvantage to either of the parties, will be considered a serious matter and may lead to disciplinary action.

If an employee believes that an individual is receiving unfair or preferential treatment as a result of a personal relationship with another employee, they may raise a complaint under the Company's Grievance Policy.

#### **34.4 Existing Personal Relationship at Work**

Where a personal relationship already exists between employees who are in a line management or managerial relationship at work, they must not be involved in performance management, disciplinary, appraisal, salary enhancement, signing off expenses or any other management activity whereby there may be a conflict of interest or where advantage may be perceived to be gained as a result of the personal relationship.

In circumstances where personal relationships develop between an employee and a more senior employee, the line management chain should be adjusted so that one partner is not reporting to another. Where this is not reasonably practical, employees should seek further advice from HR or senior management.

If employees are working in the same department or section, or are in a managerial relationship, and the Company perceives a conflict of interest cannot be resolved by other means and it is interfering with the effectiveness of work, it may be necessary to move one party to another area of work or work location.

#### **34.5 Recruitment**

The Company supports the introduction of new employees to the business by existing employees as a cost-effective alternative to external advertising agencies. However, if an employee has a close personal relationship with the person being introduced, they should not have any involvement in the appointment process e.g. interviewing or acting as a referee.

Applicants for employment will be asked to declare whether they are related to an employee. Employees will not be eligible to apply for a position where they will be reporting directly into a person with whom they are having a personal relationship. Therefore, employees should be aware that personal relationships at work might limit their opportunities for career development.

### **35. MARKETING & COMMUNICATIONS**

#### **35.1 Public Relations**

You must not make any statements or provide information or documents to the media or other public sources directly or indirectly, which concern the business or clients of or any employees or directors of the Company or your employment unless you are specifically authorised to do so. As it is imperative that the media receives consistent messages about the Company, contact with the relevant sources is handled by the Marketing and Communications department. Any breach of this provision will be treated as a disciplinary matter.

#### **35.2 Investor Relations**

All public communication regarding financial information of the Company is handled solely by the Marketing and Communications department and other designated employees including the CFO. As the Company is listed publicly (NASDAQ: MKTX), it is essential that all financial information is managed by the appropriate employees. Financial information includes: revenues and earnings, dividends, trading volumes, transaction fees and expenses, et al. All public financial information can be found online at [investor.marketaxess.com](http://investor.marketaxess.com).

### **35.3 Social Media**

The Company is actively engaged in social media channels, including Twitter and LinkedIn. Communicating on behalf of the Company through social media is at the sole discretion of the Marketing and Communications department. Employees are not discouraged from participating in social media but should not make statements that conflict with clause 34.1. Exceptions to this policy are at the discretion of the Marketing and Communications department and managed on a case- by-case basis as the business necessitates.

## **36. REFERENCES**

It is the Company's policy that formal references relating to current or former employees shall be issued only by HR. You are strongly advised not to give personal references, as you are potentially liable to both the prospective employer and the employee for your comments. However, if you give a personal character reference in relation to an ex-employee, the reference should be in writing, must not be on Company letterhead or sent by e-mail on Company systems and you must clearly state in the body of the reference that it is being given in a personal capacity and that any opinions or views expressed are yours and should not be construed as those of the Company.

If you have any questions regarding providing references, please contact HR.