

7 May 2015 .

**Private & Confidential**

Mr Kan Pak Ho .  
Hong Kong Identity Card No. Y260127(1) .  
**Present**

Dear Mr Kan, .

**Contract of Employment**

We are pleased to offer you an employment with Chong Hing Bank Limited ("the Bank"), subject to the receipts of satisfactory references, in the sole opinion of the Bank and under the terms and conditions set forth in this Contract of Employment ("Contract"), the Employee Benefits and Regulations Information Kit (collectively called "Employee's Code") as the Bank may prescribe, issue, vary and supplement from time to time.

**1. Commencement of Employment**

Your employment shall commence on 1 June 2015. .

**2. Position and Department**

Subject and without prejudice to clauses 8 and 12 below, your position shall be Programmer Trainee (Internal Grade: Clerk) of the IT Development Department. .

**3. Probation Period**

Your employment is subject to a probation period of six calendar months, starting from the commencement date of your employment with the Bank. The Bank has the absolute discretion to extend the Probation Period. During the probation period, your performance shall be evaluated and written confirmation of your employment shall be given subject to the Bank's satisfactory appraisal of your performance during the probation period. You shall be entitled to the Bank's fringe benefits upon satisfactory completion of probation period.

**4. Remuneration**

Your base salary shall be HK\$14,000 (base salary) per calendar month, payable in arrears and normally be paid on the last day of each calendar month.

You shall be entitled to an annual bonus in a sum equivalent to **ONE** month of your base salary at the end of each calendar year, (or proportionately, if service is less than twelve months), provided that you are still in the employment of the Bank as of the annual bonus payment date (normally 31 December). For those staff who are still on probation upon payment of annual bonus, the entitled amount shall be payable after successful completion of the probation period.

Mr Kan Pak Ho

Notwithstanding the aforesaid, no annual bonus (or any part thereof) shall be payable to you where your employment with the Bank is:

- 4.1 less than 3 months (regardless of whether it is terminated by the Bank or you); or
- 4.2 terminated by you and your employment with the Bank terminates on or before the annual bonus payment date (except such a termination which is in accordance with section 10 of the Employment Ordinance of Hong Kong); or
- 4.3 terminated summarily without notice by the Bank in accordance with section 9 of the Employment Ordinance of Hong Kong.

## **5. Termination of Employment**

- 5.1 Either the Bank or you may terminate this Contract and employment relationship by prior written notice or payment in lieu of notice. During the first month of the Probation Period, either party may terminate the employment at any time with immediate effect without prior notice or payment. During the second and third month of the Probation Period, either party may terminate the employment by giving seven (7) days written notice or payment of base salary in lieu of notice. During the remaining part of the Probation Period, either party may terminate the employment by giving twenty-one (21) days written notice or payment of base salary in lieu of notice. After the expiry of the Probation Period, one (1) month's written notice or payment of base salary in lieu of notice is required from either party.
- 5.2 The Bank may exclude you from the premises of the Bank and require you not to attend at work and/or not to undertake all or any of the duties of you at any time during the employment ("Duties Suspension Period") provided that the Duties Suspension Period shall be of a reasonable duration. During the Duties Suspension Period for the investigation, you shall still be entitled to receive your usual pay and contractual benefits in accordance with the terms of this Contract.

## **6. Salary Review**

Your base salary shall normally be reviewed and, where appropriate, revised annually, at the sole discretion of the Bank, after taking into account your performance, achievements, experience and education, the Bank's policy and business as well as the local economic environment.

## **7. Hours of Work**

You shall perform your duties during the Bank's normal working hours as stated below on a 5-day work week basis.

Mondays to Fridays	9:00 am to 6:00 pm (one hour lunch break inclusive)
Saturdays	9:00 am to 1:00 pm

Mr Kan Pak Ho

Depending on the Bank's operational needs or policy, working hours of certain departments and branches may vary from the above as the Bank shall solely decide.

If you are required to work beyond the normal working hours, you shall be compensated in accordance with the provisions stated in the "Overtime and Compensation Policy" which is stipulated in the Employee's Code issued by the Bank from time to time.

## **8. Place of Work**

You shall be required to work at such locations as determined by the Bank according to the business or operational needs from time to time. You shall be notified of, and shall comply with, such requirement in advance.

## **9. Other Interests**

Your Contract with the Bank shall be a whole time employment. You shall devote exclusively to the business and interests of the Bank and shall not take up any further new employment, or assignment or any office for any consideration, in cash or in kind or otherwise, without the prior permission by the Bank.

## **10. Benefits in Kind**

### **10.1 Holidays**

You are entitled to those public holidays as published by Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter is referred to as "HKSAR").

### **10.2 Annual Leave**

The common leave year for reckoning annual leave shall start from 1 October of each year and end on 30 September of the following year. You are entitled to 14 working days annual leave with pay. For service less than one year, the annual leave entitlement shall be calculated on a pro-rata basis. You must take a minimum period of 7 working days annual leave consecutively each year at such time as may be mutually agreed by the Bank and you.

Any causal leave other than the types of leaves stipulated under clauses 10.3 and 10.4 below may be regarded as annual leave.

Mr Kan Pak Ho

In the case of termination of employment, you are not permitted to use any accrued annual leave to set off any or all of the requisite notice period of employment termination. Likewise, you are not expected to use any accrued annual leave to shorten the employment duration period. You shall be entitled to receive payment in lieu of any accrued annual leave which shall be calculated on pro-rata basis, provided you have been employed for at least three consecutive months by the Bank.

All other provisions relating to annual leave are laid down in the Employees' Code currently in force and as may be varied and amended by the Bank from time to time.

#### 10.3 Sick Leave

You shall be entitled to the number of paid sickness day(s) laid down under the Employment Ordinance of Hong Kong. A medical certificate issued by a registered medical practitioner is required if you have taken two consecutive sickness days or more.

#### 10.4 Other Leaves

You shall be entitled to marriage leave, compassionate leave and jury duty leave in accordance with the Employee's Code issued by the Bank from time to time.

#### 10.5 Medical Benefits

You shall be entitled to enjoy the Bank's Group Medical Insurance benefits upon completion of the first three months' service with the Bank. Details of the benefits are contained in the Employees' Code as currently in force and as may be varied and amended by the Bank from time to time.

#### 10.6 Mandatory Provident Fund Scheme

You shall be eligible to join the Bank's Mandatory Provident Fund Scheme after 60 calendar days' service. Detailed information relating to the Mandatory Provident Fund Scheme is and shall be provided in the Employees' Code currently in force and as may be varied and amended by the Bank from time to time and subject to the provisions of the Mandatory Provident Fund Scheme Ordinance and other applicable laws of the HKSAR.

#### 10.7 Other Benefits

You shall be entitled to any rights, benefits or protection conferred on you by the Employment Ordinance, the Employees' Compensation Ordinance, and any other relevant Ordinances relevant to the Employee's employment as well as all other benefits stated in the Employees' Code for all employees of the Bank.

Mr Kan Pak Ho

### **11. Absenteeism**

You shall be punctual in reporting duties to the Bank and should immediately notify your supervisor with full explanation if you shall be absent from work. The Bank may suspend your employment immediately if you are absent from work without prior approval from your supervisor. Persistent and excessive lateness or absenteeism may lead to disciplinary action or immediate dismissal against you.

### **12. Internal Transfer**

The Bank reserves the rights, and is entitled, to transfer you to other positions at other departments/branches of the Bank, after taking into account your abilities and experience as well as the Bank's business and operational needs. You may also apply for internal transfer through the Bank's internal recruitment system, subject to the approval of the Bank.

### **13. Summary Dismissal**

The Bank may terminate this Contract of employment without notice or payment in lieu, if you in relation to your employment:-

- 13.1 are guilty of any breach or non-observance of any of the provisions of this Contract or duties on your part to be performed or observed; or
- 13.2 are guilty of serious misconduct of any other conduct calculated or likely to affect prejudicially or adversely the interest or reputation of the Bank; or
- 13.3 become a debtor against whom a bankruptcy petition has been presented to the court under the Bankruptcy Ordinance or take advantage of any statute for the time being in force offering relief for insolvent debtors; or
- 13.4 commit any breach of any codes of conduct issued by any relevant regulating or appropriate authorities (e.g. the HKMA) applicable to your employment with the Bank; or
- 13.5 are investigated in any ways or be named as a party to any dispute, litigation or action or proceedings of whatever nature; or
- 13.6 are prosecuted for any offences other than minor traffic offences

then the Bank may in any such case terminate your Contract of employment immediately without notice or payment in lieu of notice, but any such termination shall be without prejudice to any other rights of the Bank.

Mr Kan Pak Ho

#### **14. Return of the Bank's Properties Upon Termination**

Upon termination of employment or contract expiry, you are required to return to the Human Resources Department all the Bank's properties and materials produced by or given to you of whatsoever nature during your employment with the Bank. These include but are not limited to the followings: staff identity card, keys, codes, passwords, documents, diskettes, tapes, copies of the Employee's Code, Provident Fund Scheme materials, guidelines and internal circulars of the Bank. Titles of all these properties shall vest with the Bank at all times.

#### **15. Guidelines for Employees**

- 15.1 You shall observe such employment terms and conditions as well as the guidelines, codes, rules and regulations, and be entitled to such benefits more particularly provided under the Employee's Code.
- 15.2 The Bank is entitled and reserves the right to make such supplements, revisions and updates to the Employee's Code from time to time at the Bank's full discretion, provided that notices of any supplement, revision and update made are issued by using the Bank's internal announcement system or individually addressed to each employee concerned.

#### **16. Confidentiality**

You are subject to strict duty of confidentiality, due diligence and care to the Bank and under no circumstances, during your employment (except in the proper performance of your duties) or at any time after its termination should you directly or indirectly use, divulge or disclose to any person, firm or other organization whatsoever any information concerning the customers, dealings, transactions or internal operations of the Bank or its group members which may come to your knowledge in the course of your employment, except as required by law or to carry out your employment duties.

This clause shall remain in effect after the termination of your employment. The Bank reserves the right to take legal proceedings in the event of the breach of any of this clause.

#### **17. Governing Law & Jurisdiction**

This Contract and your employment with the Bank shall be governed by and construed in accordance with the laws of the HKSAR. Both parties hereby submit to the non-exclusive jurisdiction of the courts of the HKSAR.

Mr Kan Pak Ho

**18. Acceptance of Employment**

This Contract supersedes all arrangement other than the documents referred to in this Contract whether written or oral between the parties hereto in relation to your employment with the Bank.

You acknowledge and agree that you have not entered into this Contract in reliance on any representation, warranty or undertaking not expressly set out herein.

To confirm your acceptance of the above terms and conditions of employment, please sign and return to the Bank the duplicate of this Contract.

Yours sincerely  
For and on behalf of  
CHONG HING BANK LIMITED



Sally Tin  
Senior Manager  
Head of Human Resources Department

I, Kan Pak Ho, holder of Hong Kong Identity Card No. Y260127(1) understand and accept the said offer and agree to be bound by this Contract of Employment subject to the terms and conditions specified above.

Accepted By:



Mr Kan Pak Ho

11 / 5 / 2015

Date

ST/SC/YT