



PRIVATE & CONFIDENTIAL

23 August 2019

CHNG ZHI MING

Blk 10 Tao Ching Road #03-22
Singapore 618725

Dear Zhi Ming

COMPANY TRAINING AGREEMENT

We refer to your participation in the Technology in Finance Immersion Programme (the "Programme") managed by the Institute of Banking and Financing ("IBF") on behalf of Workforce Singapore Agency ("WSG"),

On behalf of HSBC Bank (Singapore) Limited ("HBSP"), I am pleased to confirm your secondment from IBF under the terms of the Programme to the **CRM, ANALYTICS & DATA Team** on the following terms and conditions:

Duration of Secondment

Your secondment to the CRM, ANALYTICS & DATA Team will commence with effect from **7 October 2019 to 5 March 2021 ("OJT")**.

Allowance

Under the Programme's Attach-and Train placement mode, you will receive a monthly training allowance of S\$5,500 per month from IBF based on a minimum of 40 hours each week exclusive of a one-hour lunch break. HBSP's working hours are Mondays to Fridays from 8.30am to 5.30pm. HBSP may vary working hours in accordance with its requirements and reserves the right to stagger hours during the week to meet business needs.

Annual Leave

In addition to gazetted public holidays in Singapore, you are entitled to 21 days of paid annual leave and 30 days of paid medical leave in each full calendar year to be taken at such times as HBSP may approve in accordance with HBSP's leave guidelines, rules and/or policies within the year of entitlement. For avoidance of doubt, unutilized annual and/or medical leave cannot be cashed or used as part of the notice period.

Other Leaves

You shall inform HBSP in writing at least one (1) month in advance if you need to take (a) leave of absence to perform mandatory reservist training or (b) unpaid leave. For mandatory reservist training, you shall provide documentary proof to HBSP.

RESTRICTED - HSBC Bank (Singapore) Limited
Robinson Road P O Box 896, Singapore 901746

Company Registration No: 201420624K



Approval may be granted by HBSP on a case-by-case basis and on such terms as we may prescribe, including a pro-ration of the training allowance and/or deferment of the end date of the Programme for you.

Notice Period

Either the Company or the Trainee may terminate the Company Training Agreement by giving one (1) month's written notice to the other party and IBF, **PROVIDED THAT** valid and sufficient reason has been provided in writing to and accepted by IBF.

HBSP may terminate this Company Training Agreement with immediate effect by written notice to IBF and yourself on any of the following grounds:

- (1) you fail any background checks conducted by HBSP at any time during the Programme;
- (2) you falsely declare that you possess the necessary certification(s) and/or education qualification or that you satisfy the eligibility requirement of the Programme;
- (3) you are blacklisted by the Monetary Authority of Singapore or any other relevant regulatory authorities and therefore no longer in a position to carry out the duties and responsibilities of the role offered;
- (4) you absent yourself from work without prior approval from HBSP for a period of three (3) consecutive days;
- (5) you are unable to complete the OJT satisfactorily as objectively assessed by HBSP;
- (6) you fail or are unable to achieve at least 95% attendance for the OJT (excluding annual and medical leave benefits, as well as any other additional time off granted by HBSP); or
- (7) you committed serious misconduct in the course of the OJT. In the event of any dispute, IBF's decision as to whether you have committed serious misconduct shall be final and binding on HBSP and yourself. For the purposes of this paragraph (7), "serious misconduct" includes, without limitation, the following:
 - where you are guilty of any dishonesty or misconduct, or have committed any act or omission, or are guilty of such neglect, or have contravened any laws or regulations, as would, or could potentially, cause HBSP loss or damage or bring HBSP into disrepute, regardless of whether or not any of the foregoing is directly related to the affairs of the Company;
 - where you become bankrupt or have an application for bankruptcy filed against you which is not withdrawn or discharged within 60 days;
 - where you create a hostile environment at the work place;



- where you refuse without just cause to perform your duties and responsibilities assigned by HBSP in the course of the OJT;
- where you commit a material breach of any of your obligations under this Company Training Agreement;
- where you are found to have made illegal monetary profit or received any gratuities or other rewards (whether in case or in kind) in the course of the OJT in connection with or in relation to any of the affairs of HBSP;
- where you are convicted of any offence; or
- where you have breached HSBC's Code of Conduct or any relevant employment policies.

Upon the termination of this Company Training Agreement for any reason whatsoever (other than due to conversion to the Programme's Place-and-Train placement mode), HBSP and you acknowledge and accept that:

- (1) IBF may immediately withhold or pro-rate any disbursement of the monthly training allowance; and
- (2) WSG, SkillsFuture Singapore Agency ("SSG"), and/or Info-communications Media Development Agency ("IMDA") may immediately withhold any and all funding support and services from HBSP and/or yourself in any programme and service funded by WSG, SSG and IMDA respectively, whether related to the Programme, this Company Training Agreement or otherwise. For the avoidance of doubt, if this Company Training Agreement (i) was terminated by you not due to any act or omission of HBSP or (ii) was terminated by HSBC with valid and sufficient reason that is accepted by IBF, this paragraph (2) shall not apply to HBSP.

Rights of Third Parties

Notwithstanding anything (including exclusion of third parties' rights) in this Agreement, WSG, SSG, Employment and IMDA and IBF are each entitled to rely on and enforce this Company Training Agreement against you or HBSP.

Banking Secrecy and Confidential Information

You will continue to owe legal and fiduciary responsibilities to HBSP even after the expiry or the termination of this Company Training Agreement. In particular, all information or knowledge acquired by you about the business and any client of HBSP must be treated with the strictest confidence. You must not give, divulge or cause the disclosure of any trade secrets or confidential information relating to HBSP, its business, affairs or clients, to any person unless with the prior written consent of HBSP. Where this duty of confidentiality is overridden by a duty to comply with any applicable law and regulations, disclosure of information should be made in consultation with the local compliance officer at HBSP as appropriate.

**No Partnership or Employment Relationship**

For the avoidance of doubt, nothing in this agreement shall create or give rise to a partnership or employment relationship between you and HBSP.

Governing Law and Jurisdiction

This Company Training Agreement will be governed by and construed in accordance with the laws of Singapore. Any claim or dispute arising out of or in connection with this Company Training Agreement shall be subject to the non-exclusive jurisdiction of the Singapore courts.

We shall be grateful if you would endorse and return the duplicate of this letter as your acceptance of its terms. I take pleasure in welcoming you to HBSP and look forward to having you as a member of our team.

Yours sincerely

Anurag Mathur
Head, Retail Banking & Wealth Management
Enc.

I acknowledge that I have read carefully, understand and accept the contents of this letter and its enclosures and agree to be bound by and will comply with those terms.

Name: CHNG ZHI MING

Signature:

Date of Commencement: 7 Oct 2019