



2016 EMPLOYEE HANDBOOK

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INTRODUCTION

This handbook is for the use of the employees of iClick Interactive Asia Limited, Hong Kong ("the Company").

To help you achieve a high standard of conduct and performance in your employment, this employee handbook sets out the Company's requirements of you as well as explaining the Company's policies and procedures. The objective is to provide you with a safe and healthy working environment, within which we believe you can continue to develop professionally and gain the respect of colleagues as you apply your job expertise. The Company's goal is to ensure you are fully equipped to respond to the needs of our customers and stakeholders.

If you are in doubt about any aspects of your terms and conditions of employment, please raise your questions with the human resources department. In the event of any inconsistency between the provisions of this employee handbook and your contract of employment, the latter will apply.

This handbook, its contents and any amendments or additions are and remain the property of the Company. We are an equal opportunities employer and acknowledge that any reference made in this documentation to one gender includes the other.

HR MISSION

Human Resources acts as a strategic business partner to support the leaders to attract, recruit, develop, motivate and retain a diverse workforce in a working environment where employees are inspired to achieve their full potential whilst supporting the Company to deliver excellence to our customers.



1. REMUNERATION POLICY

1.1 Statement of Policy

The Company is committed to a fair and consistent remuneration policy that rewards performance and contributions and retains quality staff within the Company. Positions are paid according to a range which reflect the responsibilities and skills requirements of the positions. Within this range, individuals' salaries will be based on their qualifications, experience and performance.

1.2 Job Grades

For the purpose of setting the responsibilities and skill requirements and for performance development purpose, staff are categorized into the following grades:

IC6 - IC7; M3 - E2	Strategic / Managerial
IC4 - IC5; M1 - M2	Subject Matter Expert
IC2 - IC3	Professional / Senior Professional
S1 - IC1	Operational / Entry Level Professional

1.3 Salary and Allowances

Gross monthly salary comprises of basic salary and any applicable allowances. One example of an applicable allowance is phone allowance that may be applicable for sales staff.

1.4 Discretionary Bonus

A discretionary bonus may be paid and the timing and amount of such payment (if any) is entirely at the absolute discretion of the Company taking into account all relevant factors which include but not limited to the financial results of the Company and the performance of individual employees. The purpose of the discretionary bonus is to reward the contributions and efforts made by individual employees during the preceding year and to encourage high efficiency in future years. Only those employees in current employment with the Company on the bonus payment are eligible for such bonus. Employees leaving the service of the Company or resigning from the Company will not be entitled to bonus.

1.5 Sales Incentive Scheme

As a requirement of employment of each sales employees and employees driving business with sales revenue impact will be automatically enrolled into the Company's Sales Incentive Scheme. Such employees will be given a separate sales incentive scheme document detailing the terms and conditions. Employees must return back a signed copy of the incentive scheme document, an original of which will be kept on file by finance department and human resources department.

Sales incentive compensation will be paid within 45 days following the close of each quarter. Other incentive awards (if any) will be paid on the first regular pay date after results are reported and can be confirmed and approved. The Company may withhold payments or parts of payments that are under further consideration or dispute.



In the event of termination of employment with the Company for any reason, all incentive compensation earned, as defined by the sales incentive document, will be paid. Employee who terminates employment for any reason will receive incentive compensation earned, if any, through the month till their date of termination. Incentive compensation will be paid during the normal incentive compensation payment cycle which is the following month of each quarter end. No additional incentive compensation will be paid, or considered to have been earned, by any employees after the date of termination of employment.

The Company reserves the right to make adjustments to the sales incentive scheme, quotas, objectives, or payouts based on restructuring, administrative changes or errors, significant market shifts or other business reasons. Disputes concerning the interpretation of the sales incentive scheme shall be directed to the Finance Department. In the event that the Finance Department is unable to resolve any disputes, the CEO shall have the complete authority and discretion to interpret this scheme and resolve any disputes regarding interpretation of this scheme. Any such decisions shall be final and binding upon all parties involved.



2. CAPABILITY POLICY

2.1 Statement of Policy

The overall aim of the capability policy is to assist employees who are having difficulty achieving the Company's required standards of job performance. The key objective is to encourage and support improvement where the poor performance is due to lack of skills or knowledge and / or understanding of the role.

The purpose of the capability procedure is to provide a fair and consistent process to enable you to achieve an acceptable standard of performance. The process involves progressive levels of review and target setting to establish the required standard of performance and to identify any training and support which can be given. The expectation is that the procedure is collaborative and you work with your manager to achieve the standard required.

Continued failure to achieve the required standards of work performance may lead to disciplinary action which may include but is not limited to termination of employment although the Company may consider any suitable alternative positions that may be available if applicable.

In cases where the actual or potential consequences of sub-standard performance are very serious the Company may choose to invoke the disciplinary procedure. Summary dismissal action may be taken in the event of gross negligence or gross misconduct.

2.2 Informal Process

If your performance is causing concern, your manager will normally have an initial informal meeting with you. The aim of which is to ensure that you are aware your manager's concerns regarding performance and to discuss ways of trying to resolve the problem without the necessity for the formal procedure.

The aim of the informal meeting is to explain the shortfall in performance, to make sure that you understand what is required and to identify any training and development needs or personal circumstances which could be contributing to your poor performance. Appropriate solutions will be discussed with you and you will be given targets and timescales for improvement; these will be noted and mutually agreed actions and notes will be kept on your employee file.

If after the informal meeting you fail to make a reasonable improvement to your performance the decision may be taken to progress the matter using the formal capability procedure.

Note that your manager will commence informal / formal process depending upon the seriousness of low job performance.

2.3 Formal Capability Procedure

The formal capability procedure will apply when:

- Targets set at an informal meeting have not been met;



- Targets set at an informal meeting have been met but the level of improvement and performance has not been sustained;
- There has been a significant failure in performance which warrants entry into the formal procedure without any previous informal warning.

The Performance Improvement Plan (PIP) may be used in the formal process and is used as a tool to support the employee through performance shortfalls. The PIP will normally consists of:

- The exact nature of the reasons for the shortfall in your performance;
- The improvements required in performance and any support (including training and/or mentoring) which has been agreed;
- The anticipated timeframe which will be allowed for required improvements to be achieved ('improvement period');
- That progress will be formally reviewed at regular intervals during the improvement period to ensure you are aware of your progress against the set targets;
- That if you are unable to reach the standards required by the end of the set period, disciplinary action could be taken or, if sufficiently serious dismissed with due notice.

The time frames for improvement may vary considerably, if appropriate, after discussion with the employee depending on the underlying cause of the issues or the impact on the business and / or other employees. The PIP will remain "active" for 12 months from the end of the improvement period, after which it will be disregarded. However, a permanent record of it will be placed on your personnel file.

2.4 Verbal and Written Warning

If you are unable to sustain an acceptable level of performance you may be issued with a formal verbal warning. You will be advised that a verbal warning constitutes the first step in the disciplinary procedure.

If it is considered that formal action is appropriate, you will be notified in writing of the nature of the complaint against you. You will be provided with details of any supporting evidence which may be available and will be invited to attend a capability meeting. At the meeting your performance will be reviewed against the required standards and you will have the opportunity to discuss any improvement measures or personal circumstances which could be contributing to your poor performance. You will be advised that disciplinary action may be taken as a result of this meeting. This meeting will be conducted by your line manager and your local HR team member will also attend.

Having reviewed your response, you will be issued with a WRITTEN WARNING and will be informed of the period for which the warning will remain in place. The warning will confirm the improvement that is expected and the timescales for improvement.



A copy of the warning will be kept on your employee file. If your job performance has reached an acceptable level after the specified period, the warning will be disregarded for disciplinary purposes after 12 months but will remain on your personnel file.

2.5 Final Written Warning

If the breach of the Company's expected performance standards is more serious, or there is still no acceptable improvement in your performance you will be notified in writing of the nature of the complaint against you. You will be provided with details of any supporting evidence which may be available and will be invited to attend a capability meeting. You will be advised that disciplinary action may be taken as a result of this meeting. This meeting will be conducted by your line manager and your local HR will also attend.

At the meeting your performance will be reviewed against the required standards and you will have the opportunity to discuss any improvement measures or personal circumstances which could be contributing to your poor performance. You will be issued with a FINAL WRITTEN WARNING which will include the reason of warning, details of how you should improve and remind you that if there is no improvement within the specified period, you may be dismissed.

A copy of the warning will be kept on your employee file. If your job performance has reached an acceptable level after the specified period, the warning will be disregarded for disciplinary purposes after 12 months but will remain on your personnel file.

2.6 Dismissal

If the breach of company performance standards is very serious or there is still no improvement in your job performance you will be invited to a capability meeting and will be informed in writing of the grounds for the meeting and advised that this may result in DISMISSAL.

If after careful consideration of all the facts, it is decided that you are unable or unlikely to meet a satisfactory standard of performance or that the consequences of your poor performance warrants termination, dismissal notice will normally be applied.

The Company may consider, where possible, alternatives to dismissal, for example transfer to another position which may be more suitable to your level of skill and ability. Redeployment will be dependent on the circumstances, current business needs and the opportunities available; your current level of pay and benefits could be affected. Note that the option for redeployment is based on business need therefore the Company reserves the right to make the decision for whether it is appropriate to apply redeployment, it is not an employee right as part of the process.

If you are dismissed under this policy, you will be informed in writing of the decision, the termination date and the appropriate period of notice. All records relating to disciplinary action will be kept on your personnel file.



3. DISCIPLINARY POLICY

3.1 Statement of Policy

This policy is to establish fair methods of dealing with disciplinary and other related matters. The Company may alter this Policy at any time and will notify employees accordingly. It is important that you read this procedure carefully and comply with its terms.

Minor faults will be dealt with promptly by management through discussion with you, with the positive aim of providing guidance to correct any problems and so avoid the need for formal steps. Such informal warnings or counselling are not part of the formal Disciplinary Policy.

The Company's aim is to deal with disciplinary matters sensitively and with due respect for the privacy of employee's involved. All employees must treat as confidential any information communicated to them in connection with the investigation of a disciplinary matter. Any disciplinary proceedings against you and records of such proceedings will be kept confidential by the Company unless their disclosure is required in order to conduct any disciplinary hearings or sanction under this Policy, or is required by law or an appropriate regulatory authority or they are already in the public domain.

This disciplinary policy and procedure is designed to help and encourage all employees to achieve and maintain acceptable standards of conduct. The aim is to ensure consistent and fair treatment for everyone, rather than a means of imposing penalties.

3.2 Conduct Liable to Disciplinary Action

General Misconduct

You are required to be aware of the standards of conduct and appropriate behavior in the Company. However, it is not possible to list all potential misconduct or unacceptable behavior that will be liable to disciplinary action. Therefore the following list is intended as a guide and is not exhaustive:

- Unsatisfactory record of attendance or reliability;
- Failure to comply with the Company's rules and procedures including this handbook;
- Failure to comply with health and safety procedures;
- Failure to comply with a reasonable management instructions;
- Being offensive, insulting or abusive behavior;
- Negligence of duties, including refusal to carry out reasonable instructions with regard to your employment; and
- Smoking inside the Company's premises including toilets.

Repeated misconduct could lead to dismissal.



Gross Misconduct

Gross misconduct is misconduct serious enough to prejudice the business or reputation of the Company and to damage the working relationship and trust between you and the Company. The penalty for gross misconduct will be summary dismissal without notice or payment in lieu of notice. The following list is examples of offences which are regarded as gross misconduct. This list is intended as a guide and is not exhaustive:

- Theft, fraud, dishonesty, deliberate falsification of records;
- Indecent and disorderly conduct, assault, attempted assault, aggressive behavior or bullying in the workplace and possession of offensive weapons;
- Acts of discrimination or harassment on the grounds of age, disability, national or ethnic origin, race, religion or philosophical belief, sex, sexual orientation or marital status;
- Vandalism or willful damage to or misuse of Company's property or that of its employees or clients;
- Legal conviction for an offence which is detrimental to the Company's reputation or that of its clients or has an impact on your suitability to do the job and your relationship with the Company, work colleagues and customers;
- Serious breach of Company procedures and regulations or those of any relevant regulatory body;
- Incapacity through alcohol or non-prescribed drugs or other substances;
- Unauthorized use or willful disclosure of confidential information relating to the Company or its employees or its clients which is prejudicial to the Company's business, relationships or reputation;
- Serious negligence of your duties or deliberate breach of your terms of employment or any Company policy that may be published from time to time;
- Misuse of Company computers, including misuse of email and the internet;
- Conduct of any kind including physical assault, extreme rudeness or harassment which offends or otherwise jeopardizes the Company's relationship with client, business partner, employee or visitor;
- Conduct which the Company considers is likely to bring its reputation into disrepute or of any kind which endangers the health and safety of others;
- Working in competition with the Company;
- Solicitation and acceptance of money, gifts, services or other inducements for personal gain or the gain of family or friends.

3.3 Procedure

It is intended that informal discussion be used to resolve disciplinary issues before Disciplinary Policy is invoked. However, where the alleged disciplinary offence is serious or where informal discussion has failed to have the desired effect, the following procedure will be invoked.



3.4 Investigations

Should a matter arise which may require disciplinary action, the Company will fully investigate any allegations of misconduct to establish the facts without unreasonable delay. You must fully cooperate with any investigation and you may be invited to an investigatory meeting. You will not have the right to bring a companion with you to an investigatory meeting. The purpose of the meeting will be to advise you of the matter, to investigate the allegations and to determine whether there is a case to answer at a disciplinary hearing. It will not always be necessary or appropriate to have an investigatory meeting.

3.5 Criminal Offences and Suspension

Where your conduct is the subject of a criminal investigation, charge or conviction the Company will investigate the facts before deciding whether to take formal disciplinary action. The Company will not usually wait for the outcomes of any prosecution before deciding what action, if any, to take. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if the Company considers that it is relevant to your employment. The Company will consider your suitability to do your job and your relationship with the Company, your colleagues and our customers.

Sometimes it will be appropriate for you to be required to remain away from work whilst an investigation is undertaken or a matter may require a longer investigation to ensure that all the facts are disclosed, during which time you may be suspended on full pay. The suspension does not imply guilt or blame, should not be considered as disciplinary action, will be kept under review and will be for as short a period as possible. If the Company considers you are unreasonably delaying any investigation or in any other way prolonging the period of suspension, it may exercise its discretion to cease payment to you.



4. DATA PRIVACY POLICY

4.1 Statement of Policy

This policy governs the collection and use of personal information belonging to persons employed by the Company.

4.2 Confidentiality and Security

The Company respects your privacy and only collects personal information (such as name, address, financial or medical data) that is necessary for the performance of the obligations as a Company.

4.3 Purpose of Collection

The Company needs to collect and use your personal data for a variety of administration, work planning and management purposes. You will be asked to provide the required medical information following or during a period of absence from work on sick leave. The Company will only use this information for purposes required by law such as the provision of statutory sick pay.

4.4 Disclosures

The Company will only disclose personal information relating to you to third parties for purposes associated with normal administration. Third parties to whom the Company may disclose such personal information include payroll administrators, insurance and pension companies. The Company will endeavor to ensure that the terms of this Data Protection Policy will be respected by any third parties.



5. LEAVE POLICY

5.1 Statement of Policy

The Company is committed to ensuring that employees take sufficient rest and relaxation time throughout the year and encourage all employees to make sure they take their full entitlement within the leave year. The leave year runs from 1 January to 31 December each year.

Leave requests are granted at the discretion of management and employees should give reasonable notice in order for cover to be arranged within the team. All annual leave requests must be submitted through the Company's tracking system and must be approved prior to taking it. Failure to do so may result in disciplinary action.

5.2 Annual Leave

Annual leave entitlement is based on your job level and your completed years of service, as dictated in the following table.

Job Grade	Annual Leave Entitlement (Working Days)					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 >
IC6 - IC7; M3 - E2	17	18	19	20	21	22
IC4 - IC5; M1 - M2	14	15	16	17	18	19
IC2 - IC3	12	13	14	15	16	17
S1 - IC1	12	13	14	15	16	17

Accrued annual leave can be taken after you have completed 3 months with the Company. All employees are not entitled to take annual leave during the first 3 months with the Company. Any unused leave can be carried over into the next calendar year but no later than 31 March in the next calendar year. Any carried over holiday not taken by this date will be forfeited.

An employee leaving the Company, at the discretion of the Company may require you to take all or part of any leave accrued due to you during your notice period. If, due to business reasons, you are unable to take your final accrued leave entitlement during your notice period, a payment in lieu of leave will be processed with your final salary. If you have exceeded your accrued holiday entitlement, payment for any excess days will be deducted from your final salary payment.

5.3 Sick Leave

In circumstances where you are not able to report for duty due to illness, you must notify your manager on the first day of absence before 10:00am. Sick leave must be certified by a registered doctor when you intend to take more than 2 days of sick leave. For absences of 4 consecutive calendar days or more, the paid sick leave will be calculated at the rate of 4/5ths of your average salary over the preceding 12 month period. You must submit your sick leave certificate to the Human Resources Department as soon as possible after your return from leave. In addition, you



will also be required to submit the absence via the Company's tracking system, failure to do so may result in disciplinary action.

Entitlement to sickness leave may be accumulated at the rate of 2 paid sickness days for each completed month of employment during the first twelve months of employment and at a rate of four paid sickness days for each month thereafter, up to a maximum of 120 paid sickness days.

There is no entitlement to take sick leave for reasons other than your own poor health or injury. For example, an employee cannot claim sickness leave in respect of a day absent from work to care for sick child or situation where employee is too tired to go to work due to previous late night social outing with clients or colleagues.

Managers are responsible for ensuring all absence are recorded accurately, monitoring the attendance of employees and taking any necessary action. HR will hold all sick leave certificates on employee's personal file. HR will advise, as required, on the policy and legal issues at any stage of this procedure.

5.4 Maternity Leave

Maternity leave is granted to pregnant employees who are employed under continuous contracts for four or more weeks before the expected date of commencement of maternity leave in accordance with the Employment Ordinance.

You must notify the Company of your intention to take maternity leave once your pregnancy has been confirmed by a medical certificate. Presentation of a medical certificate confirming pregnancy is sufficient notice and if required by the Company, you must produce a medical certificate specifying the expected date of birth. Where confinement takes place before notice is given, or after notice is given but before the agreed date of commencement of maternity leave, you must within seven days of your confinement, give notice to the Company of the date of confinement and of your intention to take any period of maternity leave.

Under the Employment Ordinance, you will be entitled to take a continuous period of ten weeks as maternity leave from the date of commencement of maternity leave or the actual date of confinement if earlier. With the agreement of the Company, you may decide on the date of commencement of your maternity leave provided that such date is not more than four weeks before the expected date of confinement. If agreement cannot be reached, the maternity leave period will commence four weeks before the expected date of confinement. In addition, you are entitled to maternity leave in respect of the period between the expected and the actual date of birth to a maximum of four weeks maternity leave on the account of pregnancy related illness to be taken wholly or in part either before or after the birth.

When you are absent from work to attend medical examination in relation to your pregnancy, post confinement medical treatment or miscarriage, any of these days will be counted as a sickness day.



You are eligible for maternity leave pay if you:

- have been employed under a continuous contract for not less than 40 weeks immediately before the commencement of your maternity leave;
- have given notice of pregnancy and your intention to take maternity leave after the pregnancy has been confirmed with the presentation of a medical certificate;
- have produced a medical certificate that specifies the expected date of confinement if so required by the Company.

Maternity leave pay is equivalent to 4/5ths of your daily average salary. Rest days and statutory holidays occurring during paid maternity leave are counted as part of the maternity leave entitlement. It is not permissible to make any payment in lieu of the grant of maternity leave.

5.5 Paternity Leave

Paternity leave is granted to all employees, irrespective of gender whose wife or partner is giving birth, who are employed under continuous contracts for four or more weeks before the expected date of commencement of paternity leave in accordance with the Employment Ordinance. The eligible employee is entitled to 3 days paternity leave for each confinement of spouse/partner.

You must notify the Company of your intention to take paternity leave 3 months before the expected date of delivery of your child or at least 5 days before the day on which paternity leave is to be taken, exact date of leave not required at this stage. If required by the Company, you must produce a written statement signed by you stating the name of your spouse/partner, the expected date of delivery of your child and acknowledging that you are the father of the child.

With the agreement of the Company, you may decide to take paternity leave at any time during the period from 4 weeks before the expected date of delivery of your child to 10 weeks beginning on the actual date of delivery of your child. You are allowed to take all 3 days of paternity leave in one go or on separate days.

Paternity leave pay is equivalent to 4/5ths of your daily average salary earned in the 12 month period preceding the first day of paternity leave. If you are employed for less than 12 months, the calculation shall be based on the shorter period.

5.6 Special Leave

All employees are entitled to other special leave as follows:

Special Leave	Paid Leave Entitlement
Compassionate Leave - death of immediate family members (e.g. spouse, parents, children, brothers & sisters - member of the family connected by birth, adoption, marriage, civil partnership or cohabitation)	3 days
Compassionate Leave - death of extended family members (e.g. grandparents, aunts, uncles, cousins & in-laws - relatives outside of the immediate circle of spouse or children)	2 days
Examination Leave - with the condition of job relevancy and have been in the Company's employment for one year or more subject to the approval of BU head	3 days
Marriage Leave	5 days
Jury Duty Leave	as required by the court



6. HARASSMENT POLICY

6.1 Statement of Policy

The purpose of this Policy is to ensure that all employees are treated with dignity and respect and are free from harassment or other forms of bullying at work. Breach of this policy will be dealt with under the Disciplinary Policy and in serious case, may be treated as gross misconduct leading to summary dismissal.

This policy covers every individual working for the Company irrespective of their status, level or grade. All managers have a specific responsibility to operate within the boundaries of this policy and to facilitate its operation by ensuring that you understand the standards of behavior expected of you and by identifying and acting upon behavior that falls below these standards.

Employees are responsible for treating colleagues with dignity and respect and should ensure that they take time to read and understand this policy. You should consider whether your words or conduct could be offensive to others. Harassment and bullying behavior may not always be intentional but it is never acceptable.

You should disclose any instances of harassment or bullying of which you become aware to your manager. Questions about this Policy should be directed to Human Resources.

6.2 Harassment and Bullying

Harassment

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of affecting the dignity of another person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Physical conduct ranges from touching, pinching, pushing or brushing past someone to grabbing, shoving, punching and other forms of physical assault. In addition to the manner in which employees speak to and about one another, written material and pictures (including that disseminated by interactive and digital technologies) can be used to harass. This includes emails, text messages, film clips and photographs taken using cameras in mobile phones as well as content uploaded onto websites.

Harassment commonly, but not exclusively, targets the sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive status or age of the victim. It may also constitute harassment where a person is targeted because he or she is perceived to have any of these characteristics.

A single incident of unwanted or offensive behavior to one individual can amount to harassment.



Harassment can also occur when an employee suffers unwanted conduct or verbal abuse which relates to another person connected to them, such as a relative or a colleague. Some examples of harassment, non-exhaustive list below:

- Unnecessary or unwanted physical contact which the offender might perceive to be “horseplay” and which can include the invasion of personal space, touching or brushing against another employee’s body as well as assault or coercing sexual relations;
- Unwelcome sexual behavior which might be perceived by the offender to be harmless flirting and which may involve suggestions, advances, propositions or pressure for sexual activity;
- Suggestions that sexual favours may further an employee’s career or that refusal of sexual favours may hinder it;
- Continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;
- Inappropriate behavior whether in the form of offensive or intimidating comments or gestures or insensitive jokes or pranks;
- The display or circulation of offensive pictures, objects or written materials which for example may be considered pornographic or offensive to particular ethnic or religious groups;
- Unwanted conduct or conduct that has the purpose or effect of violating an individuals’ dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment on the grounds of sex, race, sexual orientation, disability, religion or age including abuse or insults about cultures, customs, appearance or dress;
- Ignoring or shunning an employee, for example by deliberately excluding them from a conversation or a workplace social activity;

Bullying

Bullying is offensive, intimidating, malicious or insulting behavior which, through the abuse or misuse of power makes the recipient feel vulnerable, upset, humiliated and threatened. Power includes both personal strength and the power to coerce others through fear or intimidation. Bullying is often a form of harassment and can undermine an individual’s self-confidence, competence and self-esteem. As with harassment, bullying can take the form of physical, verbal and non-verbal conduct. Physical conduct includes perceived horseplay, touching, pinching, pushing as well as grabbing, shoving, punching and other forms of physical assault. In addition to the manner in which employees and other employees speak to and about one another, written material and pictures (including that disseminated by interactive and digital technologies) can be used to bully. These include emails, text messages, film clips and photographs taken using cameras in mobile phones as well as content uploaded onto websites.

Bullying does not include legitimate and constructive criticism of an employee’s performance or behavior or reasonable requests made to the employee. Some examples of bullying, non-exhaustive list below:

- Shouting at, being sarcastic towards, ridiculing or demeaning others;
- Making physical or psychological threats;



- Making inappropriate or derogatory remarks about an employee's performance;
- Abuse of authority or power by those in positions of seniority;
- Unjustifiably excluding colleagues from meetings / communications.

This policy covers harassment or bullying which occurs both in the workplace itself and in settings outside the workplace, such as business trips, events or social functions organized for or on behalf of the Company on or off its premises.

If you believe you are being subjected to harassment or that you are being bullied, you should initially attempt to resolve the problem informally, explaining clearly to the person responsible that their behavior is not welcome and that it offends you or makes you uncomfortable. If this is not practicable, you should discuss your problem with your manager or a member of your Human Resources team. The manager and HR will provide confidential advice and assistance to you and will offer to assist in the resolution of any problems whether through informal or formal means.

If you are in any doubt as to whether an incident or series of incidents which have occurred constitute bullying or harassment, then in the first instance you should approach your manager confidentially on an informal basis.



7. HEALTH & SAFETY

7.1 Statement of Policy

It is the policy of the Company to provide you a healthy and safe environment to work in and expects all employees to strictly observe the Company's health and safety policies. Failure to do so may result in disciplinary action.

7.2 Smoking in the Workplace

For a healthy working environment, smoking is prohibited in all indoor places including lift lobby and toilets. Employees should ensure that their guests or visitors also adhere to the same rules while they are in the office.

7.3 Alcohol and Drugs

The Company will protect you from the dangers posed by drug and alcohol abuse in the workplace for good business practice. The prevention of inappropriate drinking and drug abuse severely impacts health and safety and welfare is the Company's priority. Employee's must not come to work under the influence of alcohol and if employee's are deemed to be unfit for duty due to the consumption of alcohol, this will be a disciplinary offence and will be dealt with using the Disciplinary Policy.

You may work while using legally prescribed medication or lawful un-prescribed medication provided the use does not negatively affect your job performance or your sound judgement and does not pose a safety threat to you, colleagues, or the public. You should seek advice from your GP about the possible effect on your ability to carry out your job and whether your duties should be modified. If this is the case you should inform your manager without delay.

7.4 Accidents at Work

This policy aims to ensure adequate protection for employees against accidents at work. Safety is part of every employees' job and it is as much part of your duty to be a safe employee. The following is a guide to the action being taken when an accident occurs resulting in injury to a person. These instructions are in no way rigid and employees should use common sense depending on the individual circumstances of any accident.

Minor Accidents

In the event of an employee suffering minor injury, report must be made to your manager at the earliest opportunity. First aid boxes are available at the office pantry and is accessible to all employees.



Serious Accidents

In the event of an accident resulting in serious injury, the following action should be taken by all employees who witnesses the occurrence:

- Dial 999 and request an ambulance.
- If trained in first aid, render assistance to injured person.
- If untrained in first aid, no attempt should be made to render first aid but should obtain assistance from doctors or qualified person.
- No attempt should be made to move an injured person unless such action is absolutely necessary due to hazards such as fire, presence of noxious fumes, etc.
- Should report the details of accident to the HR as soon as possible.

Employees who suffer from injury arising out of and in the course of employment are entitled to compensation in accordance with the Employee Compensation Ordinance.

7.5 Fire

The following guide is intended to assist employees to take sensible immediate action when discovering a fire. Circumstances will vary and common sense must be exercised when deciding on the exact course of action to be taken.

- Raise the alarm by activating the nearest fire alarm and by shouting 'Fire' continuously.
- Dial 999 and report the location of the fire.
- If the fire is within the capability of portable extinguishers and these are readily available, an attempt should be made to control or extinguish the fire until the arrival of assistance.
- Employees should leave the premises in an orderly manner by walking and not running.
- Lifts must not be used.



8. EMPLOYEE CODE OF CONDUCT

8.1 Statement of Policy

You are required to observe the Company's rules and regulations as well as the Code of Conduct in order to maintain the integrity and effectiveness of the Company. If you have doubt on any course of action, you should consult your manager or the Human Resources Department.

8.2 General Conduct & Behaviour

Employees are expected to behave in a responsible and professional manner at all times, and to treat their colleagues, customers and third party they come in contact with courtesy and respect.

8.3 Corruption, Theft, Fraud and Embezzlement

Employees should not offer, solicit or accept anything of material value to or from their colleagues, customers, suppliers or other business partner of the Company unless the Company has given its consent. Gifts or favours of a token nature or generally available to others are however acceptable.

Employees are required to report to management through their manager or the Human Resources Department of incidents or suspected cases of corruption, theft, fraud and embezzlement. Management will make an investigation and report to the police or ICAC if appropriate.

8.4 Conflicts of Interest

On engagement of employment, each employee is required to read and sign the Company's statement of policy governing conflicts of interest.

The policy of the Company with respect to conflicts of interest requires all its employees to avoid any conflict between their personal interest and the interest of the Company in dealing with suppliers, clients and all other organizations doing or seeking to do business with the Company or any associates.

8.5 Confidentiality

Employees are not allowed to disclose, exploit or use directly or indirectly confidential information regarding the Company to which they have access as a result of their employment. In the event that you have been unintentionally made accessible to confidential information of which you have no right to own access to, you must inform the owner of the information as soon as possible and return the ownership immediately. Failure to observe this rule may lead to summary dismissal without compensation by the Company.



8.6 Outside Employment or Business

Employees are not permitted to undertake outside paid employment or conduct their own business unless prior approval has been obtained from management. Failure to comply with this requirement will lead to summary dismissal by the Company.

8.7 Use of Computer and Computer Software Control

The Company will provide licensed software for use by its employees in performing their duties. Employees are strictly forbidden from installing and using illegal software on the Company's personal computers nor are they permitted to use the Company personal computers for playing games.