

EMPLOYEE HANDBOOK



Welcome!

Welcome to the AXA MANSARD family. This is our Human Resources Policy handbook, which provides you with information about the company's policies, benefits and what AXA MANSARD expects from you while you are employed.

The company is proud to have you on board and we hope that you will endeavor to enhance the AXA MANSARD name.

The policies and benefits in this handbook are those in effect at this time. Amendments may be made to the policies to reflect the changing environment and the needs of staff.

To uphold the reputable and prominent position held by AXA MANSARD amongst its competitors in the industry, members of staff are expected to conduct themselves with the highest level of professionalism, responsibility and discretion.

Please make yourself familiar with these policies. If you have a problem with the meaning or implication of a policy, please ask your immediate supervisor or contact the Human Resources Unit. Misinterpretation will not be an excuse for violation.

I hope this handbook will help you understand your organization better and I wish you a very successful career ahead.

Yours sincerely,

HUMAN RESOURCES



Introduction

This document contains information on current company policies and guidelines. It has been prepared to introduce you to AXA MANSARD and to provide you with valuable information which applies to your employment.

Being new to the company means that there is a lot for you to learn. To make things easier for you we have provided key facts across a range of policies and practices, the handbook has been divided into three parts.

Part 1 "Terms and Conditions" represents further terms and conditions of your employment with AXA MANSARD and form an integral part of your contract of employment. The employee handbook should be read together with your contract of employment.

In the event that there are any inconsistencies between the handbook and your contract of employment, then your contract of employment will prevail.

Part 2 entitled "Policies and Procedures" and **Part 3** entitled "General Information" are provided by way of guidance and information only.

We reserve the right to make amendments and changes to the handbook including the terms and conditions contained in Part 1 to meet developments in business needs, to reflect changes in working practices or new legal requirements or to provide additional information.

If you have any questions, concerns or ideas, contact your Unit Head or Group Head who will be more than happy to help you.

Signed,

Management.



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PART ONE – TERMS AND CONDITIONS



1. Conditions of Employment

It is mandatory for all entry level staff to have undergone test and interviews as well as attend the induction training programme (training school). It is only after successfully completing the training school that employment will be offered.

2. Place of Work

The company conducts its business throughout the Federal Republic of Nigeria and abroad. An employee maybe required to serve anywhere the company operates its business, or in a department or role within the company.

It is a condition of employment for employees to accept relocation to any part of the country where AXA MANSARD operates if there is a need for such deployment.

3. Job Title and Duties

Your job title is detailed in your contract of employment, and a job description detailing your duties will be given to you on resumption of duties. You may also be required to undertake other duties outside your normal work duties from time to time.

4. Hours of Work

The standard working week for all staff is 40 hours. However some employees are expected to work outside these hours. You are required to be flexible regarding the hours that you are requested to work. You are entitled to a one-hour lunch break.

Monday – Friday

All Staff 8.00a.m - 5.00p.mTelephone Operators 7.30a.m - 6.30p.mDrivers 7.00a.m - 7.00p.m

5. Compensation

Remuneration

The total remuneration for each staff is strictly confidential and should be kept as such.

Salary Administration



Salaries will be paid on the last working day of every month for all permanent staff, while temporary/contract staff will be paid on the 27th of every month.

When these dates fall on a Saturday/Sunday/Public Holiday, the company shall pay salaries on the working day before. Salaries will be credited every month via bank transfer into a GTBank, Stanbic IBTC Bank or Standard Chartered Bank salary account (or any other approved bank account) which will be opened for you when you join the company. Where there is a delay in opening the account, you will be paid by cheque or bank draft.

Salaries are normally reviewed annually. Reviews do not automatically result in salary increases and we reserve the right to change the salary review date and the date in which any change in salary comes into effect.

6. Deductions from Payroll

PAYE tax, NHF, pension contributions and other statutory deductions will be made from your pay on a regular basis in accordance with the obligations placed on the Company. During the course of your employment other deductions may be made from your salary, with your consent, to cover amounts that you may owe to the Company.

You hereby authorize the Company to deduct from your salary or require payment from you for any of the following:

- Outstanding loans
- Pay as you earn (PAYE) tax
- Pension fund contribution at 8% of total emoluments (sum of basic, housing and transport allowances), or as may be amended from time to time by law
- National housing fund (NHF) contributions at 2.5% of basic salary, or as may be amended from time to time by law
- Any other statutory salary deduction
- Any monies due from you to the Company
- Excess of leave taken over entitlement at the time of leaving
- Excess of overpaid sick pay
- Excess of any other payment made to you by the Company
- Any amount requested in writing to be deducted by you
- Any overpayment of salary
- Any cost of Company property not returned on leaving the Company



7. STIC

All staff are eligible to be paid a variable compensation which will be determined on the basis of the annual target amount, which represents a percentage of the gross fix salary. This variable will be subject to the degree of achievement of the company annual targets and your individual targets, defined under the active STIC policy of the company.

8. Documents

The following original documents must be forwarded to HR for sighting on the first day of resumption of duty.

- Birth Certificate
- Secondary School Certificate
- University Degree Certificate
- NYSC discharge certificate (or exemption letter)

9. References

Permanent employment is subject to the receipt of satisfactory character references from two independent individuals. If AXA MANSARD is not your first employer, one reference will be from your immediate past employer, otherwise one reference will be from the Head of Department of your school of graduation.

10. Medical Examination

All new employees must undertake a medical examination by a medical doctor assigned by the company and obtain satisfactory health report upon acceptance of permanent employment.

11. Probationary / Confirmation Period

Probationary period will be 6 months before confirmation of full employment. Confirmation of appointment will be given in writing after probationary period, but this is conditional upon a satisfactory appraisal. However, if a new employee is not performing up to standard, this may affect continued employment with the company.



Alternatively, subject to management discretion, the probationary period may be extended for a maximum of two (2) sets of three (3) months or once for six (6) months after which the performance of appointment will be subject to a satisfactory appraisal.

The Contract of employment may be terminated during the probationary period by either party with one (1) weeks' notice or payment in lieu of notice.

12. Staff Pension Scheme

All staff would be required to choose a Pension Fund Administrator of their choice in line with the guidelines of the Pension reform Act 2004. It would be a joint contributory scheme with the Staff and the Company contributing 8% and 10% respectively of the Staff's Total emoluments (Basic, Housing & Transport).

Group Life Assurance

The Company also has a Group Life Assurance Scheme in which the beneficiaries are entitled to the sum assured on the death of a staff.

The sum assured would be a minimum of three (3) times the sum of the annual total emoluments (i.e. Basic, Housing & Transport X 3). For staff without transport allowance the sum assured is three(3) times Basic, Housing and N100,000 (i.e. Basic, Housing and N100,000 X 3).

13. Performance Appraisal

At the beginning of each appraisal period, all staff will be required to agree on goals / target for the year with their supervisor. A copy of their goals and targets must be submitted to Human Capital Group.

14. Promotion

Promotion as recommended by the Group Head is subject to approval of management based on the following:

- Management discretion
- Meeting / exceeding performance targets
- Skills development
- Vacancy

Advancement in the company is based on merit and is not affected by age, race, tribe or gender.



15. Career Path

All the levels a member of staff can aspire to be promoted in the Company are as enumerated below:

- Executive Trainee
- Assistant Executive Officer
- Executive Officer
- Senior Executive Officer
- Assistant Manager
- Deputy Manager
- Manager
- Senior Manager
- Assistant General Manager
- Deputy General Manager
- General Manager
- Executive Director
- Managing Director

Note – The Managing Director and all Executive Directors are appointed by the board. Promotion to these levels are by no means automatic.

Deployment

The deployment of staff is the primary responsibility of Human Resources. Hence all redeployment in a unit or role within the company must have Human Resources input as well as Managing Director approval.

16. Relocation Allowance

The company conducts its business throughout the Federal Republic of Nigeria and abroad. An employee may be required to serve anywhere the company operates its business. It is a condition of employment for employees to accept relocation to any part of the country where AXA MANSARD operates if there is a need for such relocation. A refusal to relocate will be treated as a fundamental breach of your contract of employment, which may lead to the review of the continued employment of such an employee.

- Relocation allowance will only be paid to staff transferred to another station at the instance of the Company.



- A relocation allowance, which depends on the level of staff and is equivalent to one year's housing allowance, shall be paid to staff upon transfer from one location to another. (Allowance would be advised by Human Resources).
- The staff will also be entitled to the following benefits:
- The Company will accommodate the staff for a period of one (1) month in a hotel as advised by Human Resources. However, where such staff exceeds the stipulated period, any further expense incurred shall be paid by the staff.
- If the staff opts NOT to stay in a hotel, the Company will pay the staff an inconvenience allowance calculated as 50% of the estimated hotel bill for a period of one (1) month.
- Where a staff specifically requests for relocation, such member of staff shall not be entitled to relocation allowance and hotel accommodation.

The relocation allowance payable to staff shall be the annual housing allowance of the staff as at the time of relocation notice.

- Staff members who are eligible for a relocation allowance will also be paid a transportation allowance (amount as determined by HR) and will be accommodated by the Company in a hotel for one (1) month. New staff and entry level hires are not eligible for relocation allowance.
- Any staff who resigns within one year of collecting his relocation allowance will refund the unearned portion (spread over one year) to the Company.

Allowances

The company pays the following allowances

17. Entertainment Allowance

Entertainment allowance is available to all members of staff and will be paid monthly.

18. Lunch Subsidy

Lunch subsidy is available to all members of staff and will be paid monthly.



19. Housing Allowance (Upfront)

This will be paid annually for all confirmed staff while non-confirmed staff would be paid monthly.

20. Education Subsidy

This will be paid annually for all confirmed staff while non-confirmed staff would be paid monthly.

21. Passages

This will be paid monthly to all staff.

22. Dressing Allowance

This is paid monthly for all staff

23. Official Cars

Managers – GMs will be entitled to an official car (model to be advised by management from time to time).

EDs - 2 Official cars

Managers –GMs shall be paid a car maintenance allowance quarterly while the fuel allowance will be paid monthly. The EDs cars shall be maintained by the Company. The cars will be amortized over a period of five (5) years. After five (5) years, the Company may elect to allow ownership of the car to revert to concerned staff upon payment of 10% of the cost of purchase.

24. Transport Allowance

Transport allowance shall be paid monthly to all staff below Manager level.

25. Furniture Allowance

This will be paid monthly to all staff.



Other Allowances

Other allowances as deemed fit by management could be introduced to the compensation package of staff and paid accordingly at managements prerogative.

26. Guaranteed Bonus

Every member of staff is entitled to a 13th basic salary at the end of each year as a bonus.

27. Business Travel / Out Station Allowance

Any staff going on a business travel or training outside his / her station (Local or Overseas) will be entitled to and Out-of-Station / per diem allowance at rates to be advised by the Human Resources Group.

Local business travel, hotel accommodation is as follows:

- AGM & above Any Hotel of their choice / Five Star Hotel
- SMGR & Below -Middle Class Hotel

Where staff elects to stay in a hotel, he may feed at the hotel and present bills to the company upon retirement of his travel expenses. Staff who elect to stay in a hotel will not be entitled to out of station allowance.

28. Training / Professional Development

All staff members will be offered training and professional development opportunities by the company. Any staff member who attends an offshore course sponsored or not sponsored (but approved by the company) will be entitled to the approved per diem allowance as communicated by the Human Resources Group.

It is mandatory that staff attend training programmes they have been nominated for.

Staff members who are unable to attend training programmes must notify HR in writing at least 2 weeks before the training programme. Failure to do so may result in penalties.

29. Annual Leave

It is Company policy to ensure work schedule enables employees to take their full leave entitlement each year.



Leave year and entitlement

The company leave year runs from January to December.

Employees will only be entitled to annual leave and leave allowance after completing their six (6) months probationary period successfully. This will be pro-rated based on the number of months left in the financial year after confirmation.

For example where there are five (5) months left in the financial year after a staff is confirmed, the staff will be entitled to 5/12*20 days (E.T-MGR). That is 8.33 days.

Computations with fractions will be rounded off to the nearest number of days as follows:

8.5 days = 9 days

8.3 days = 8 days

Leave Entitlement

| LEVEL | NUMBER OF DAYS |
|--|-----------------|
| Assistant General Managers and above | 30 working days |
| Deputy Managers to Senior Managers | 25 working days |
| Executive Trainees to Assistant Managers | 20 working days |
| Secretaries | 15 working days |
| Contract | 15 working days |

Staff wishing to proceed on annual leave must get their leave application approved by their unit /group head before notifying HR

Employees who return late from leave without prior approval may face disciplinary action.

Leave must be taken at a time to suit your unit or group's operational requirement and agreed in advance with your Unit-Head or Manager.

Leave Allowance

Leave allowance will be paid through the payroll, leave allowance will be paid on a salary day. If your leave starts say on the 3rd of a particular month say January then your leave allowance will be paid with your salary in December.



Leave bookings

Normally the maximum amount of leave days that may be taken at any one time will depend on the operational requirements of your unit. All leave requests, changes or cancellations should be made on the appropriate leave form, and sent to your Unit-Head or Manager and Human Resources.

Carry forward of Leave entitlement

Unused Leave days cannot normally be carried forward to the next leave year and therefore should be taken by the end of each leave year or it will be lost.

If as a result of operational requirements you have not used all your leave entitlement, a maximum of 5 days may be carried forward to the next year. All carry forwards must be agreed in writing before the end of the leave year with your Unit Head or Group Head and authorized by your Divisional Director and should be taken in the first three months of the following leave year.

However, the inability to proceed on leave in any year will not affect the payment of leave allowance to the affected staff.

Leaving the company

When you leave the company, any unused leave will be paid on a pro-rata basis for complete months worked in the leave year. In cases where you have already exceeded your pro-rata entitlement the overpayment will be deducted from your final salary.

Public holidays

Public holidays will be taken on the days they fall and do not count as part of your leave entitlement.

Religious holidays

Time off for religious holidays that are not national public holidays should be taken as part of your annual leave entitlement.

Compassionate leave

Up to a maximum of one week's (5 working days) paid compassionate leave may be granted in the event of the death of a close relative. For this purpose the definition of a close relative is husband / wife /



partner / child / mother / father / brother / sister. Requests for other compassionate leave will be at the discretion of your manager. Up to two working days may also be granted in the event of the death of a grandparent, parent-in-law, brother-in-law, sister-in-law, step parent, step brother or step sister.

Domestic leave

Sympathetic consideration will be given to requests for unpaid leave to deal with personal problems e.g. illness of your child or other serious illness, of a close relative, as detailed above.

Unpaid leave

The company will give sympathetic consideration to requests for unpaid leave where there is substantial reason. If you have a particular need you should raise this in the first instance with your manager. Unpaid leave will not normally be given, when required for a holiday, when holiday entitlement has already been fully utilized.

30. Sick Leave

Once you have completed your probationary period successfully and you are confirmed, the company will allow up to 15 working days paid sick leave at the company's discretion in a calendar year.

Notification of Sickness Absence

Once you know you will be unable to attend work due to illness or injury, you must inform your Unit head / Group head. You should inform your Unit head before, or within an hour of your start times whichever is easier. You must inform your Unit head / Group head in person unless it is impossible due to the nature of your illness or injury. Where it is difficult to contact your Unit h+ead / Group head, then you must contact the Human Resources unit.

If your absence lasts for more than one day, you must maintain regular contact with your unit head. When reporting your absence it is important that you inform your unit head of the following:

- Reason for absence
- Expected return date if known
- Details of proposed treatment
- Notification of any outstanding work or meetings that need to be covered



If you are absent for more than 2 days (including weekends), you must provide the company with a medical certificate from your doctor on the 3rd day. Thereafter medical certificates must be produced every 5 days to cover continued absence.

Any unauthorized absence will be treated as a disciplinary matter.

Return to Work

On your return to work following absence due to sickness, you must report to your Unit Head / Group Head and the Human Resources unit. Dependent on your sickness absence record your unit head and HR may want to have a chat with you, this may be either formal or informal.

When you return to work, please ensure that you complete a **sickness absence form,** which you should personally hand to your Unit Head/ Group Head for authorization, together with doctor's certificate(s) if not already submitted and in turn sent to the Human Resources unit.

Any unusual, frequent or prolonged absence not supported by evidence of sickness may lead to disciplinary action being taken against you.

The Company reserves the right to require you to undertake a medical examination by a medical practitioner of its choice at any time. The cost of any examination will be met by the Company.

Where sickness or injury prevents you from fulfilling your contract of employment, the Company reserves the right to terminate your employment on ill-health grounds.

Sick pay may be withheld, for any of the following reasons:

- Your unit head / group head has reason to doubt the validity of your reason for absence
- Your cumulative sickness is over 15 days for any 12-month period
- Your unit head / group head is concerned about your conduct whilst on sickness absence.
- Your unit head / group head is concerned about your level of sickness.
- Your unit head / group head is concerned about your pattern of sickness.
- You do not follow the correct notification and certification procedure.

During Long Term Sickness

For protracted illness resulting in a long absence a confirmed member of staff will, first utilize outstanding annual leave after which sick leave will be taken with:



- Full pay for first two months
- Half pay for following 1 month
- Quarter pay for following month
- No pay thereafter

Where an employee has not utilized annual and sick leave before being incapacitated and can no longer work for AXA MANSARD the following benefits will be applied on separation:

- One month salary in lieu of notice
- Salary in lieu of leave allowance
- Other entitlements

31. Confidential Information

The employee shall not except as authorized by his duties reveal to any person or company any confidential information, trade secret or operation process concerning the Company business, finances, transactions or affairs which may come to his/her knowledge during his employment with the Company. This restriction shall continue to apply after the disengagement of the employee from the Company without limit in point of time but shall cease to apply to information or knowledge, which may come into the public domain.

Every circular, note, memorandum, report, data, program, review, letter or any other document or information prepared by the employee or which may be in his/her possession in the course of his/her employment shall remain the property of the Company, and the employee shall not use or permit to be used any such document or information otherwise than for the benefit of the Company.

All employees are expected to sign an oath of confidentiality upon employment and annually subsequently.

32. Obligation

The personal interest of an employee shall not conflict with any of his/her duties as an employee of the Company.

Employees of the Company shall exercise their powers and discharge the duties of their offices honestly, in good faith and in the best interest of the Company, and shall also exercise that degree of care, diligence and skill which a reasonably prudent person would be expected to exercise in comparable circumstances.

Employees shall not engage, without prior approval of the Company in writing, in any business for which the Company is licensed.



33. Return of Company Property

If you leave employment, all Company property (including all Company documents, records, paper, corporate clothing, locker keys and security passes) must be returned promptly. If property is not returned, you will be held liable for the monetary value of the item(s).

34. Right to Search

To safeguard its property and the property of employees and in accordance with the Company Security Policy, the Company reserves the right to search the contents of employee's bags, parcels or other containers and vehicles brought on to the premises. This right includes the search of an employee or any other person where there are reasonable grounds for suspicion that an offence has been committed.

An appropriate Company representative will carry out any search. The employee concerned is entitled to have a witness present. The Company reserves the right to call for proof of ownership of any articles discovered in any such inspection or search. If you refuse to permit the search take place, your refusal will normally be treated as gross misconduct and action may be taken against you in accordance with the Company's disciplinary procedures.

35. Health and Safety

Creating a healthy and safe environment is as vital to AXA MANSARD as it is to its employees. We view a safe working environment as a top priority and developing such an environment has to be a team effort. In practical terms this means that while we take care to fulfill the role and legal obligations, individual employees share the responsibility for ensuring the well-being of everyone.

AXA MANSARD is committed to looking after the health and safety of all employees, whatever their work status. We undertake to provide safe buildings, equipment and processes and to ensure employees receive all the relevant, up-to-date information and training they need to establish safe working conditions. All employees are expected to take their health and safety role seriously.

More information is available in our Health and Safety Policy document.

36. Retirement

Unless mutually agreed in writing your employment will automatically end on your reaching retirement age. Currently this is 60 years of age for men and women. We will notify you of any changes in retirement age.

It is however customary for companies to provide for early retirement at say 50 - 55 years. Voluntary or forced retirement shall be with 3 months' notice.

37. Termination of Employment

In the event you wish to leave AXA MANSARD employment, 4 weeks written notice is required unless you are a member of the management team in which case 6 weeks' notice is required and 8 weeks' notice



for senior management staff. Details of your actual notice period are set out below as well as in your contract of employment.

Fixed Term Contract Below 6 months -2 weeks' notice 4 weeks' notice Fixed Term Contract > 6months 4 weeks' notice Secretaries Professional Sales Staff 4 weeks' notice **Executive Trainee** 4 weeks' notice 6 weeks' notice Asst. Exe. Off. - Snr. Exe. Off. 8 weeks' notice Assistant Manager – Deputy Manager – 12 weeks' notice Managers and above _

Your notice period may be varied or waived with mutual consent and should it be required payment can be made in lieu of notice.

AXA MANSARD is entitled to terminate your employment without notice in the event of gross misconduct.

The Company reserves the right to terminate your employment if any of the following points occur:

- You commit any serious or persistent breach of any of your conditions of employment;
- You are guilty of any misconduct or neglect of your duties;
- Failure to carry out any of your duties in a fit and proper manner;
- Failure to give your full time and attention to the business of AXA MANSARD
- You are guilty of any other criminal offences other than an offence which, in the opinion of the Company does not affect your position as an employee;
- You are guilty of any other conduct which will justify summary termination or termination with notice.

In addition, in the event that you are found guilty of any misconduct or mal-performance or for any reason become unable, in the reasonable opinion of the Company, to perform your duties adequately, by reason of ill-health or incapacity which endures for an excessive period (in the opinion of the Company) more than an aggregate of 24 weeks in any consecutive period of 52 weeks, we shall be entitled to terminate your employment.

38. Payment in lieu of notice

The Company reserves the right to pay salary in lieu of notice. However you will not have any right to a payment in lieu of notice unless the company expressly exercises its right to make a payment in lieu of notice to you.





PART TWO – POLICIES AND PROCEDURES



39. Maternity Leave

This policy explains the provision for maternity leave and benefits for all expectant mothers in relation to leave and benefits. All female employees qualify for maternity leave.

Time Away

Regardless of how long you have worked for the company, once you give the relevant notice, you are entitled to 12 weeks maternity leave 6 weeks before and 6 weeks after confinement. You are not allowed to return to work within 6 weeks following the birth of your child.

In addition, if you have completed 1 year's full service by the time it is 6 weeks before your due date, the company will grant in addition to your 12 weeks maternity leave, 4 weeks annual leave and 4 weeks unpaid leave if requested.

Notification

You are required to produce a medical certificate signed by a registered medical practitioner stating when confinement will take place. You are requested to notify your

Unit Head and HR as soon as you know that you are pregnant for yours and your babies' safety, no later than 6 weeks from being issued a certificate by your medical practitioner. You must confirm in writing the fact that you are pregnant, the expected week of childbirth the date you intend to start your maternity leave.

Annual Leave Accrual

You will continue to accrue annual leave whilst on maternity leave. All annual leave must normally be taken in the year in which it is accrued. Unused leave entitlement cannot normally be carried forward to subsequent leave years and therefore should be taken by the end of the year to which it applies or it will be lost.

You will not be able to carry this forward to the next year and you will lose it. Payment for accrued leave can only be made on confirmation that you are not returning to work.

Returning from maternity leave

You should contact the Human Resources Unit at least 2 weeks before returning to confirm arrangements.



Upon resumption from maternity leave, a nursing mother is entitled to flexible working hours for the next three (3) months and may choose from the following options;

- Resumption at 8.00am with closing time at 3.00pm
- Resumption at 9.00am with closing time at 4.00pm

Antenatal Appointments

You are entitled to take reasonable time off during your normal working hours for antenatal care. If your appointment falls on a day on which you normally work, you will normally be expected to attend work on that day. Therefore, where possible you should arrange your appointments at the start or end of your working day. Where this is not possible you should discuss this with your unit head at least 5 working days in advance of your appointment and your manager will advise you of the time off that will be given.

Leave of Absence during Pregnancy

Due to some observed pregnancy related illnesses that may seem to affect full capability of the employee's strength and health, thereby affecting their usual physical pace in the workplace, this is an additional policy to the provision for maternity leave and benefits for all expectant mothers.

The company will grant a leave of absence without pay to any female staff that is pregnant and certified by a registered medical practitioner that she is unfit to work for a period of time.

This period will be unpaid until the birth of the baby, by which time the maternity leave will commence. The company will pay full salary to the staff as normal from when the baby is born.

- 1. The staff must provide a signed medical certificate and a letter from the Doctor to HR stating the illness.
- 2. When the baby is born she must contact HR immediately with the date of birth.
- 3. The maternity leave will commence from the date of birth of the baby.
- 4. She will be paid for the 12 weeks period of her maternity leave.
- 5. She will not be eligible for the optional 4 weeks unpaid leave.

All female employees (confirmed or unconfirmed) qualify for this provision.



40. Paternity Leave

If you are a new father, and you have completed your 6 months probationary period successfully, you will be allowed to take a maximum of 10 working days paid paternity leave in any 12-month period, within three months of the birth of your baby. Applications should follow the normal procedure for annual leave.

41. Leave of Absence / Study Leave

There shall be no study leave / leave of absence granted to members of staff. All staff requesting for study leave / leave of absence will be required to resign.

42. Examination Leave

Examination leave shall be granted for a maximum period of 2 weeks. Members of staff wishing to proceed on exam leave are required to submit to HRU, an application via the online portal 4 weeks before the due date and also evidence of the examination (e.g. stamped timetable from their institution).

43. Staff Loan Policy

Vehicle Loan

This exists to aid the purchase of cars by staff members that are in need of it. The eligible levels are ET-DM and the maximum amount shall not exceed twice the annual basic salary of the applicant.

The conditions include:

- Original Purchase and registration will be issued in the name of the company and the spare keys kept with the company
- The vehicle will have a comprehensive insurance in the name of the company and paid for by the borrower
- A member of staff with an existing loan will not be entitled to a Personal Loan
- Repayment period shall not exceed 2 years

Personal Loan

All staff confirmed are entitled to Personal loan and this shall be equal to or less than 100% of the borrower's annual basic salary.



Personal Loan is defined as:

A Loan that should be used for emergencies such as sudden death in the family,

Sudden illness of close family members who may not be covered under our health plan,

Any other major incidences that may have affected our homes.

The conditions include:

- Approval must be given by Management on the use of the loan applied for.
- A member of staff with an existing loan will not be entitled to a Personal Loan.
- Repayment period shall not exceed 12 months

44. Equality, diversity and respect

The Company values, respects and enjoys the diversity of colleagues and customers. Our objective is that all our colleagues and customers are able to work, receive fair treatment and be served in an environment free from discrimination and harassment.

Our policy is to ensure that no job applicant, employee or customer receives unfavourable treatment or is subject to harassment on the grounds of race, sex, colour, age, marital status, nationality, religion, disability, or ethnic origin. Nor should they be disadvantaged by conditions or requirements which cannot be shown to be justifiable.

The effective implementation of this policy is the responsibility of us all. You are required to co-operate with the Company to ensure that the Equality and Diversity policy is implemented in full. Additionally, you have the responsibility to draw to the attention of your Unit head/Group head to situations which you believe to be discriminatory.

If you believe you have received less favourable treatment on any of the above grounds, you should use the Grievance Procedure to resolve the matter. The disciplinary procedure will be followed for acts of direct or indirect discrimination in the course of employment against colleagues, job applicants or customers on the above grounds.

In serious cases, such behavior will be deemed to constitute gross misconduct and may result in summary dismissal.



45. Employee Right of Association

Employees' have the right to form and join trade organizations of their choosing without any interference or employment consequences and to bargain collectively with the company.

46. Sexual Harassment

Sexual harassment is a form of sex discrimination characterized by unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. It is any behavior that is unwelcome and could be expected to make a person feel offended, humiliated or intimidated. It can be physical, verbal or written.

Sexual harassment can involve employees, managers, contractors, agents, clients, customers and others connected with or attending a workplace. It can happen at work, at work-related events or between colleagues outside the work environment.

For the purpose of this handbook, sexual harassment is defined as a situation whereby there is a relationship between a line manager and a direct report, between two staff members or between a staff and external party (that provides services or conducts business with the organization) which puts one party under pressure to conform, provides undue advantage to a party or both or creates a hostile work environment.

Legal Implication

Sexual harassment is against the law. Some types of sexual harassment may also be offences under criminal law and should be reported to the police, including indecent exposure, stalking, sexual assault and obscene or threatening communications, such as phone calls, letters, emails, text messages and postings on social networking sites.

While the person who sexually harasses someone else is liable for their behaviour, employers can also be held vicariously liable for acts of sexual harassment by their employees or agents.

Types of Sexual Harassment

There are two recognized types of sexual harassment

a. Quid pro quo

Under the quid pro quo form of harassment, a person in authority, usually a supervisor, demands that subordinates tolerate sexual harassment as a condition of getting or keeping a job or job benefit, including promotions and raises. A single instance of harassment is sufficient to sustain a quid pro quo claim (e.g., a superior demands you meet her/him privately in a personal capacity outside of the work environment in order to keep your job), while a pattern of harassment is typically required to qualify as a hostile work environment.



b. Hostile work environment

Here, work environment harassment is grounds for legal action when the conduct is unwelcome, based on sex, and severe or pervasive enough to create an abusive or offensive working environment. Elements which courts analyze in determining whether a hostile environment harassment claim is valid include:

- Whether the conduct was verbal, physical, or both;
- Frequency of the conduct;
- Whether the conduct was hostile or patently offensive;
- Whether the alleged harasser was a co-worker or supervisor;
- Whether others joined in perpetrating the harassment; and
- Whether the harassment was directed at more than one individual or singled out the victim.

It is important to note that any form of relationship between an individual in authority over another person whether deemed consensual or not is perceived as sexual harassment.

AXA Mansard strongly frowns at any form or incidence of sexual harassment and all cases must be reported immediately to HRTeam or through whistle blowing via the following ways;

- http://webportal/syscon/whistleblowing/default.aspx
- whistleblower@axamansard.com
- Private mail to the chairman Board Audit & Compliance Committee via the Company Secretary,
 Santa Clara Court, Plot 1412 Ahmadu Bello Way, Victoria Island, Lagos Nigeria

47. Whistle Blowing

Whistle blowing is an act of reporting unethical conduct (financial and otherwise) of employees, management and other stakeholder of an organization by an employer or an independent person. Staff members are expected to report suspicious activities that maybe intentionally carried out by staff or a third party. A whistle blower must exercise due care in reporting his/her concern in order to prevent making malicious allegation against innocent persons.

Staff can blow the whistle through the under listed channel:

- http://webportal/syscon/whistleblowing/default.aspx
- whistleblower@axamansard.com
- Private mail to the chairman Board Audit & Compliance Committee via the Company Secretary, Santa Clara Court, Plot 1412 Ahmadu Bello Way, Victoria Island, Lagos Nigeria.



48. Grievances

It can sometimes happen where a number of people work together that problems occur. You may therefore experience problems from time to time with individual members of staff or with your employment generally. The Company wishes to resolve employees' grievances speedily, effectively and fairly. Any employee who has a grievance may use the following procedure:

Informal Procedure

Initially you may wish to raise a grievance or problem at work informally with your immediate Unit Head or Group Head. If the grievance cannot be resolved in this way or you are not satisfied with the response, you should then raise the matter formally.

Formal procedure

The formal procedure involves the three stages listed below:

Stage One

Should you have any grievance relating to work, working environment or working relationships you should raise it in writing with your unit head or Group Head. Should the grievance relate to your immediate Unit Head or Group Head, you may raise the grievance with the Human Resource Unit who will direct you to an alternative suitable senior manager. You will be invited to a meeting within 7 working days.

Stage Two

If the matter is not resolved at stage one within 7 working days, or you are dissatisfied with the outcome, you should then raise the matter in writing with the next higher level of management i.e. your Divisional Director.

Stage Three

If the matter is not resolved at stage two within 7 working days, or you are still dissatisfied, you may ask for the matter to be considered by a member of top Management. Where you are still not happy you may appeal against the decision to the Managing Director. An appeal decision taken at Managing Director level is final.

Members of the Human Resources Unit are able to give advice to employees about grievance procedures.



49. Disciplinary policy and procedure

Introduction

The company aims to provide secure employment for all staff and to maintain our reputation of integrity, professionalism and exceptional customer service to all our customers and ourselves. This disciplinary policy/process sets out to encourage all of us to give our best performance, conduct and attitude to our work. The disciplinary process below is designed to ensure that you are treated fairly and consistently. The company reserves the right to vary this procedure where necessary in particular cases. The level of disciplinary action taken will depend on the seriousness of the case and all circumstances will be fully considered. Where circumstances dictate, a preliminary investigation will be undertaken to establish all the facts.

Issues will be resolved informally where possible. However, if the matter is more serious, the formal disciplinary process will be used.

Guidance and counseling will be provided at all times to maintain the required standard required for job performance, conduct and general attitude to work. However, where you fail to meet the required standards disciplinary action may be taken.

All cases of disciplinary action under these procedures will be recorded and filed.

Investigation

No disciplinary action will be taken against an employee until the case has been fully investigated, investigation interviews will be held, the investigating staff will be a member of the Syscon unit, an additional person or Unit head may also be present. In certain circumstances an employee may be suspended with pay whilst this is carried out. Suspension at this stage is not considered to be disciplinary action.

The purpose of an investigation is to establish all relevant facts, circumstances and information this will be presented to a senior manager who will then decide whether disciplinary action is necessary. The staff must be given the opportunity to explain his/her involvement to the investigating manager before the decision to go to disciplinary is taken.

Disciplinary Hearing

Procedure

Where it is decided that the case must go to disciplinary you will be given full details of the case before the disciplinary hearing takes place. A formal letter of invitation will be sent to you, stating the reason



for the hearing, the time, the place and the panel. At the hearing you will be given an opportunity to state your case before a panel which should consist of your unit or group head, a senior manager from another department within the company, human Resources and a note taker, who will take the minutes of the hearing (this will normally be someone from HR or SYSCON). The minutes will be made available to you.

Offences under the Company's disciplinary procedures fall into two categories:

- 1. **Misconduct** (unprofessional behavior in the workplace)
- 2. Gross Misconduct (serious misbehavior in the workplace)

Below are examples of behavior which may constitute misconduct and gross misconduct. This list is not intended to be exhaustive or exclusive and offences of a similar nature or severity will be dealt with in a similar manner.

Misconduct

- Failure to perform duties to an acceptable standard
- Failure to comply with the systems security policy
- Unauthorized sale of goods on company premises
- Misuse of company property
- Failure to carry out reasonable instructions from a supervisor or manager
- Persistent bad time-keeping
- Bullying
- Unreasonable or unexplained absence;
- Unauthorized absence from work
- Persistent or irregular absenteeism;
- Minor damage to the Company's property;
- Use of obscene or offensive language;
- Unsatisfactory job performance;
- Abuse of staff benefits
- Failure to follow technical procedures as laid down by the company or any authoritative body e.g. NAICOM / NIA

Gross Misconduct

- Theft, misappropriation of company property, fraud or any other practices such as taking bribes in the course of your employment
- Physical assault, Abusive behavior, Bullying
- Gross insubordination,



- Breach of confidentiality where information relating to the company, its customers or suppliers is divulged to any third party except, as authorized in the course of normal duties
- Fighting on the premises or at a Company function held off the premises
- Vandalism or wilful damage to Company property;
- Serious breach of health and safety rules and procedures
- Failure to comply with lawful and reasonable instructions
- Willful misrepresentation of details supplied through the recruitment process
- Failure to comply with the Company's information technology policy
- Conviction of any criminal offence
- Discrimination or harassment on the grounds of sex, race, religion or disability,
- Being under the influence of alcohol or drugs whilst on or about company business, on company premises or whilst representing the company in any way
- · Conflict of interest, taking other paid employment
- Fraud, forgery, falsifying company records, including application forms, medical forms, attendance sheets, cash advance forms

The following procedure shall apply to cases of alleged misconduct/gross misconduct:

Informal Verbal warning

If your conduct or work performance is below the expected level, you will be given an informal verbal warning with details of the reason for the warning and of the required improvement in your conduct or performance within a stipulated period of time. Failure to achieve this may result in further disciplinary action. Your unit head / group head will record relevant details and the outcome of the meeting.

First written warning

If the offence is of a more serious nature or if, following informal verbal warning, your conduct or performance is still unsatisfactory, a first written warning will be given to you. This will state the reason for the warning and will require an improvement in your conduct or performance within a stipulated time period. Failure to achieve this may result in further disciplinary action. The written warning will be recorded and will remain on your file for a period of 12 months and subject to satisfactory conduct or performance, will be removed from your record at the end of this period.

Final written warning

If the offence is very serious and does not amount to gross misconduct or if, following a first written warning, your conduct or performance is still unsatisfactory, a final written warning will be given. This will state the reason for the warning and will require an improvement in your conduct or performance. Failure to achieve this may result in disciplinary action, which could ultimately lead to dismissal. This



warning will remain on your file for a period of 12 months and subject to satisfactory conduct or performance, will be removed from your record at the end of this period.

Dismissal

If, following a final written warning, there is no satisfactory improvement in your conduct or performance, you may be dismissed. At this stage, you will be interviewed by your Group Head / Divisional Director, an HR representative will also be in attendance. No dismissal will be actioned without careful investigation of all the facts.

Gross misconduct

Where you commit an offence that is gross misconduct, you will be interviewed by your Group Head /Divisional Director, someone from HR will be in attendance. No dismissal will be actioned without careful investigation of all the facts. If the Company is satisfied that gross misconduct occurred, you will be dismissed with immediate effect without payment in lieu of notice .Gross misconduct may include but is not limited to the examples referred to previously.

In relation to the above, the Company reserves the right to instigate the procedure at any stage that it feels to be appropriate and/or, if necessary, to omit any particular stage depending on the severity of the misconduct or failure to perform.

Appeals

If you wish to appeal against any disciplinary decision taken by the Company at any stage, you may do so, by appealing to your divisional director, where it is a case of gross misconduct then the appeal will be heard by the managing director. The decision of the appeal hearing will be final.

Additional results of disciplinary action

- Demotion with/without decrease in salary
- Loss of right to take part in appraisal process
- Suspension from work without pay
- Loss of Staff benefits

50. Code Of Professional Conduct

The standards, policies and procedures herein described must be understood and observed by each employee of AXA MANSARD to the extent that it is applicable to his/her situation.

As employees of AXA MANSARD, we must strive to maintain the highest standards of ethical conduct and integrity in all aspects of our professional life.



By virtue of the obligations which our unique employment as financial managers imposes upon us, we are subject to standards of professional conduct, which transcends the law. The following Code of Conduct stipulates our organization's values and the minimum standards of good practice required of us in our dealings within the company and with external parties maintaining relationships with our organisation.

Employees of the Company shall aspire at all times to be excellent role models for society. Staff shall not violate the laws of the land and/or the rules regulating our organization's business. Whenever our attention is drawn to any inadvertent violation of the law by this code, the necessary amendments shall be made immediately.

Where employees are uncertain about the applicability of any part of our standards to their particular situation, they shall consult the organization's Company Secretary for guidance.

Definitions

- a. **Management -** the Group Head to whom an employee reports.
- b. **Customer/Client** an entity or person(s) whether organized for profit or not with whom AXA MANSARD has a business relationship.
- c. **Employee(s)** all staff of AXA MANSARD and shall include both permanent and temporary staff as well as regular staff and workers in the Company who are on contract.
- d. Staff -all employees of AXA MANSARD
- e. **The Company** AXA MANSARD
- f. **Disclosure/Declaration to Management -** all disclosure/declaration to Management shall be deemed satisfied if made through the Company Secretary. The Company Secretary in turn must generate appropriate reports to bring all exceptions to the attention of Executive Management.

Scope

This document describes the common ethical standards, policies and procedures of AXA MANSARD. These standards, policies and procedures relate to:

- a) Professional Performance;
- b) Integrity & Objectivity;
- c) Confidential Customer Information;



- d) Confidential Company Property;
- e) Conflict of Interest;
- f) Personal Restrictions;
- g) Staff Employment;
- h) Use of the AXA MANSARD Name;
- i) Smoking;
- j) Sanctions;
- k) Procedures.

A. Professional Performance

The public and our customers have a right to expect that every business transaction that is undertaken by the Company regardless of the type of service/product involved will be performed in accordance with sound professional standards.

We shall undertake to provide only those services that we can reasonably expect to deliver with professional competence.

We shall exercise due professional care in the delivery of each product or service.

B. <u>Integrity & Objectivity</u>

Each employee shall maintain the integrity and objectivity expected of Financial Manager integrity and objectivity are fundamental to the trust that our customers and the public place in us and that we place in each other.

In every customer relationship and in our relationship with each other, it is essential that all employees shall:

- not knowingly misrepresent facts;
- reach conclusions, form opinions and make recommendations dispassionately without regard to personal bias or personal economic considerations;
- not subordinate their judgment to others. We may however resolve doubts in favor of the customer if there is reasonable support for the customer's position.

C. Confidential Customer Information

An employee shall uphold the confidentiality of customer information. No information about a customer must be disclosed to third parties, unless the disclosure is:



- required by law/regulation;
- required by professional responsibility;
- authorized by the customer;
- in response to an enforceable subpoena or summons.

Employees shall pass confidential customer information obtained in the ordinary course of business to the appropriate supervisory or management staff. Gratuitous disclosure to other of our personnel should be avoided. Customers' non-public information must not be discussed in public places such as the elevator, lunch room, corridors, social functions, etc.

D. Confidential Company Property

The employee shall not except as authorized by his duties reveal to any person or company any confidential information, trade secret or operation process concerning the Company business, finances, transactions or affairs which may come to his/her knowledge during his employment with the Company. This restriction shall continue to apply after the disengagement of the employee from the Company without limit in point of time but shall cease to apply to information or knowledge, which may come into the public domain.

Every circular, note, memorandum, report, data, program, review, letter or any other document or information prepared by the employee or which may be in his/her possession in the course of his/her employment shall remain the property of the Company, and the employee shall not use or permit to be used any such document or information otherwise than for the benefit of the Company.

E. Conflicts Of Interests

i. Organisational Conflicts

- i. The Company will not allow itself to be placed in a situation in which its obligations to one customer are, or are likely to be, perceived as being in conflict with its obligations to another customer.
- ii. The Company shall observe utmost good faith in its dealings with customer, suppliers, regulators and other providers of services.

ii. Personal Conflicts

i. The personal interest of an employee shall not conflict with any of his/her duties as an employee of the Company.



- ii. Employees of the Company shall exercise their powers and discharge the duties of their offices honestly, in good faith and in the best interest of the Company, and shall also exercise that degree of care, diligence and skill which a reasonably prudent person would be expected to exercise in comparable circumstances.
- iii. Employees shall not engage, without prior approval of the Company in writing, in any business for which the Company is licensed.
- iv. Employees cannot be an Agent; business must not be placed with another Health company for the purpose of earning a commission as an agent.

F. Personal Restrictions

i. Gifts From Customers

i. In consideration of receipt of gifts for customers for services rendered, being rendered or to be rendered, employees shall abide by the rules and regulations of the AXA MANSARD Anti-Bribery policy.

ii. Loans To Or From Customers/Suppliers

i. Employees, their spouses and dependents, shall not accept loans of any nature from customers/suppliers except from the Company or such other financial institutions recognized by law. .

iii. Transactions with Customers/Regulators and other Service Providers

- i. Employees shall maintain a purely professional relationship with the company's customers and suppliers and under no condition shall employees allow any personal relationship or obligations to affect their dealings with such customers, suppliers and other third parties.
- ii. All personal interests, beneficial or not, in any company that is a customer of, or supplier to the Company must be disclosed to Management.
- iii. Employees, their spouses and dependents, shall not accept discounts or special terms (other than those discounts and terms available to other individuals and groups of similar size and composition) on purchases of goods and services from customers and suppliers.

iv. Use of Account by Third-Parties



- Employees shall not allow any of their Accounts in the Bank to be used by third
 parties and under no condition should funds belonging to third parties for
 whatever purpose be taken into employees' Accounts.
- ii. Under no circumstance shall an employee run/operate accounts on behalf of customers.
- iii. Every employee shall at all times be able to explain the transactions taking place on any Account being maintained by him/her in the Bank or outside it.

G. Staff Employment

During the period of their employment with the Company, employees shall not be engaged in any other form of employment attracting remuneration in any manner.

An employee shall not recommend or connive in the employment of any person, who has been employed by any other financial institution and has had his employment terminated, or who was dismissed for reasons relating to fraud, dishonesty or any such dishonorable act, or who has been convicted of any offence involving same.

H. Use Of AXA Mansard Name

The AXA MANSARD name is a most precious asset. All employees must therefore be very careful about the way they use it. They must also guard against its unauthorized use by others. The AXA MANSARD name is our property and may not properly be used by customers, suppliers or any other person or group of persons without our consent or acquiescence. Such approvals will be issued by the Company Secretary in writing.

Except in the ordinary course of business, we should neither consent nor acquiesce to the use of the AXA MANSARD name to lend credibility to the advertising or sales efforts of customers, suppliers or others. Nor should the AXA MANSARD name be used in a manner that suggests an endorsement of particular products or services offered by customers, suppliers or others or that would allow an inference to be drawn that somehow we are "attesting to", approving or otherwise warranting the quality or other attributes of whatever it is that our name is linked with.

I. Smoking

All buildings of AXA MANSARD are designated "No Smoking Environment", consequently, smoking is forbidden within all buildings of the Company.



This rule is absolute and without exception, and any person who may feel compelled to smoke may only do so outside the building.

J. Sanctions

Any violation of this Code of Conduct by any employee shall be cause for appropriate disciplinary and/or remedial action(s) by the Company. Such action(s) may be in addition to any other penalty prescribed by law.

K. Procedures

Report to Management

This is in cases where employees are facing problems with individuals, or having issues with their employment with the company. Such issues should be reported using the Company's Grievance process.

Periodical Affirmation

The Code of Conduct herein contained shall remain binding upon all employees of the Company who shall be required to affirm same; and henceforth every new employee shall be required to affirm the code upon assumption of duties. Affirmation of the code shall be in the manner stipulated in **Appendix 1** hereof.

Re-affirmation of the Code of Conduct shall be made by all employees periodically as may be determined by the Managing Director. Re-affirmation of the Code shall be in the manner stipulated in **Appendix 1** hereof.

51. Grid of Sanctions

The measures provided in the disciplinary code are the maximum measures that may be taken against an employee. <u>The company may, in its sole discretion, impose a lesser measure where the circumstances merit such consideration.</u>

Group and Unit Heads will normally be responsible for dealing with disciplinary matters.

The Human Resources Unit Personnel may be requested to give guidance or assistance at any stage of the disciplinary procedure.



| General misdemeanours shall include but not limited to the following: 1 Breach of specified dress code 2 Irregular attendance – Lateness & Absence from work i.e. bad time keeping or habitual lateness to work 3 Insubordination or insolence or repeated insubordination or insolence 4 Failing or refusing to carry out instructions 5 Disrespect to customer/supplier(s) or superior officer(s) 6 Dereliction of duty (neglect of duty or failure to perform clearly First written was | |
|--|--------|
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| 6 Dereliction of duty (neglect of duty or failure to perform clearly First written was | ning |
| | ning |
| defined job function) | |
| 7 Condoning any irregularity or act that is contrary to public First written was | ning |
| morality or performing any act or making a wilful omission likely | |
| to cause embarrassment to the Company | |
| 8 Failing to report for overtime work when agreed to do so or First written was | ning |
| contractually required | |
| 9 Failing to report absence to company at the earliest possible First written was | ning |
| opportunity | |
| Distributing notices, posters or sale of wares of any kind etc. on First written was | ning |
| company premises or soliciting of any kind without the | |
| company's written permission | |
| Desertion of any kind (e.g. abandonment or neglect of duty, AWOL First written was | ning |
| (Absent without Leave) | |
| 12 Leaving company premises or place of duty while on duty without Final written wa | rning |
| authorisation | |



| 13 | Absence from work for more than three days without a valid | Final written warning |
|----|--|-------------------------|
| | reason | |
| 14 | Gambling or money lending during work hours or on company | Final written warning |
| | premises | |
| 15 | Holding any other office whether remunerated or not, without the | Final written warning |
| | permission of the Company | |
| 16 | Abuse of Company privileges | Final written warning |
| 17 | Contravention of company policy and procedure or process | Final written warning |
| 18 | Use of violence or threat to intimidate fellow employees | Termination of Contract |
| 19 | Engaging in any business that conflicts with the Company's | Termination of Contract |
| | interest | |
| 20 | Unsatisfactory reference | Termination of Contract |
| 21 | Conviction for any offence which the Executive Management | Termination of Contract |
| | considers to be seriously discrediting to the Company or which | |
| | will seriously prejudice the person convicted and render him unfit | |
| | in the performance of his duties. | |
| 22 | Unauthorised statements or comments to the press or third | Termination of Contract |
| | parties where the company name may be involved, mentioned, | |
| | implied or affected | |
| 23 | Conduct of a scandalous or other disgraceful nature including | Termination of Contract |
| | moral turpitude which the Executive Management considers to be | |
| | such as to render the person concerned unfit to continue to hold | |
| | office in AXA Mansard. | |
| 24 | Absence due to arrest or imprisonment | Dismissal |
| | OFFENCES RELATING TO PRODUCTIVITY AND EMPLOYEE'S WORK | |
| | OBLIGATIONS | |
| 25 | Poor quality of work or failing to maintain output levels | First written warning |



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|-----|---|----------------------------|
| 26 | Sleeping on the job or otherwise failing to perform assigned | First written warning |
| | work/tasks | |
| 27 | Gross negligence in carrying out or failure to carry out duties | Final written warning |
| | OFFENCES RELATING TO COMPANY PROPERTY AND ASSETS | |
| 28 | Failing to report damage to Company property, employees or | First written warning |
| | visitors property immediately | |
| 29 | Using company asset without the necessary authority | First written warning |
| 30 | Excessive personal use of company fixed line telephones or | First written warning |
| | making unauthorised personal international calls. | (Employee will bear call |
| | | costs |
| 31 | Poor maintenance or neglect of equipment, machinery, material | First Written warning |
| | or any company property for which the employee is responsible | (Staff may be made to bear |
| | in the course of his/her employment | the cost of repair or |
| | | replacement of the asset) |
| 32 | Intentional or grossly negligent damage or attempted damage to | Final written warning |
| | company, visitors or employee's property | |
| 33 | Reckless or negligent use of company asset or property | Final warning |
| 34 | Failing to report incidents of gifts or money taking or giving, which | Dismissal |
| | could be construed as being an intention to influence action | |
| | OFFENCES OF DISHONESTY | |
| 35 | Failing to report known/suspected irregularities or | Final written warning |
| | theft/disappearance of company property | |
| 36 | Failure to declare a gift from a supplier or other 3rd party of above | Final written warning |
| | \$100.00 | |
| 37 | Misrepresentation of facts as to qualification upon application for | Dismissal |
| | employment e.g. Academic qualifications, NYSC certificates, | |
| | medical certificates etc | |
| | 1 | |



| 38 | Colluding with a supplier to consummate a transaction | Dismissal |
|----------|---|-------------------------|
| | prejudicial to AXA MANSARD | |
| 39 | Any dishonesty or attempted dishonesty including conspiracy, | Dismissal |
| | theft, bribery, fraud or giving false or misleading statements to | |
| | the Company or customers, employees or persons having | |
| | dealings with the company | |
| | INSULTING OR DEROGATORY BEHAVIOUR | |
| 40 | Abusive or insulting language, signs or behaviour | First written warning |
| 41 | Promoting or engaging in racist incitement or being racially | Final written warning |
| | abusive or engaging in discriminatory behaviour based on sex, | |
| | creed, political beliefs or sexual orientation including racist jokes | |
| 42 | Suspicion of harassment, including sexual harassment of | Final written warning |
| | opposite or same sex | |
| 43 | Proven case of sexual harassment of opposite or same sex | Dismissal |
| | | |
| 44 | Threat or any harm to customers, suppliers or visitors or any | Termination of contract |
| | person within the company premises | |
| 45 | Bringing the Company into disrepute generally or by being | Termination of contract |
| | disparaging of a competitor's product or service to customers | |
| 46 | Assault or any attempt to assault a person or fighting in the | Dismissal |
| | company premises | |
| | | |
| | OFFENCES RELATING TO HEALTH AND SAFETY | |
| 47 | Creating or causing or allowing any condition or situation at work | First written warning |
| | that endangers the general health or safety of employees or other | |
| | persons or causes injury to other persons | |
| 48 | Failure to wear issued safety protective clothing and equipment | First written warning |
| | when instructed or required | |
| <u> </u> | I . | i |



| 49 | Failure to carry out Company health and safety policies and | First written warning |
|----|--|-------------------------|
| | procedures | |
| 50 | Smoking in non-smoking areas | First written warning |
| 51 | Failing to report immediately an accident or injury on duty or | Final written warning |
| | damage to company, employees' or visitors property | |
| | ALCOHOL OR DRUG RELATED OFFENCES | |
| 52 | An employee is found in possession of or under the influence of | Termination of contract |
| | alcohol on company premises other than alcohol provided by the | |
| | company during the course of a company party or function | |
| | authorised by a General Manager | |
| 53 | An employee is found in possession of or under the influence of | Dismissal |
| | illegal drugs on company premises during working hours | |
| 54 | Unlawful distribution of drugs on or near Company premises | Dismissal |
| | POSSESSION OF FIREARMS | |
| 55 | Being in possession of firearms or dangerous weapon on | Final written warning |
| | company premises or during working hours in the company | |
| | premises, unless authorised by the Company in writing | |
| | | |
| | | |
| | BREACH OF COMPANY SECURITY MEASURES | |
| 56 | Trespassing or being present on company premises where the | First written warning |
| | employee is not allowed to be or without permission | |
| 57 | Failing to adhere to company security procedures | First written warning |
| | TERMINAL OFFENCES | |
| 58 | Breach of oath of secrecy/ leakage of confidential information | Final written warning |
| | Having any financial or other interest in the business of a supplier | Termination of contract |
| | or competitor or any interest in a business, which might | |



| | reasonably be construed as a conflict of interest, without written | |
|----|--|-------------------------|
| | authorisation from the Company | |
| 59 | Accepting, giving or taking steps to acquire or give gifts or money; | Termination of contract |
| | from or to a supplier, customer, employee or their agent | |
| 60 | Established case of murder or attempted murder | Termination of contract |
| 61 | Theft or attempted theft or fraud from the company, a fellow | Dismissal |
| | employee, customer or visitor | |
| 62 | Established case of doubtful integrity | Dismissal |
| 63 | Deliberate and wilful misrepresentation of facts to external | Dismissal |
| | parties that result in embarrassment of the company | |
| 64 | Falsification of records or documents of any kind | Dismissal |
| 65 | Established case of manipulation of a process or transaction (with | Dismissal |
| | or without Insider Knowledge) for personal Gain | |
| 66 | Industrial espionage or bribery | Dismissal |

52. Anti- Bribery Policy

One of AXA MANSARD's core values is integrity in business. In support of this principle, AXA MANSARD has developed this policy for countering bribery.

The aim of this policy is to:

- Set out AXA MANSARD's business practice for countering corruption and bribery;
- give guidance to staff members.

The benefits of rejecting bribery include:

- Positive for AXA MANSARD's profile and reputation, and subsequently its business;
- and implication in acts of bribery are likely to result in negative media coverage and possible legal action, which would obviously be detrimental to the company's business.

Anti-bribery commitments

AXA MANSARD is committed to:

- conducting its business fairly, honestly and transparently;
- not making or offering bribes, whether directly or indirectly, to gain business advantages;



- not accepting bribes, whether directly or indirectly, to give business advantages;
- a zero tolerance towards bribery; and
- developing a policy to implement and support these principles and comply with international best practice

Anti-bribery policies and procedures

Gifts and entertainment policy

Gifts are presents such as flowers, confectionary or wine. Tickets to sports and cultural events which are given to an individual and not used in a hosted business context are also gifts. This also includes gift vouchers or shopping cards.

Hospitality includes entertaining, meals, receptions, tickets to entertainment, social or sports events, participation in sporting events, such activities being given or received to initiate or develop relationships with business people or other third parties. Hospitality requires the host to be present, if not, the expenditure is a gift

Gifts must be reasonable, not excessive and not exceed N60,000 per person. Staff members may also accept and offer business hospitality, such as meals and entertainment, provided it has a legitimate business purpose and the expense amount is up to N60,000. Hospitality and gifts which are excessive or could be seen to influence judgements are not acceptable. Cash gifts are not acceptable.

<u>Prior approval</u> from the Chief Compliance Officer or the Compliance Officer(s) is required for all gifts and hospitality with a value over N60,000 by completing the Gift and Hospitality Form (see Appendix I). All gifts received in excess of N60,000 will be warehoused by the Chief Compliance Officer and at the end of every quarter, given out as gifts to award recipients or balloted to staff.

<u>All</u> gifts and hospitality must be reported to the Compliance Officer and will be entered in the Gifts Register.

Gifts and hospitality to Foreign Public Officials are prohibited in all circumstances.

If you have any doubts about the propriety of giving or receiving a particular gift or hospitality you must consult the Compliance Officer.

Facilitations payments policy

Facilitation payment are small payments made to secure or speed up routine actions, usually by public officials, such as issuing permits, immigration controls, providing services or releasing goods held in customs. The facilitation payment is typically demanded by low level and low income officials to obtain levels of service normally available.



AXA MANSARD prohibits 'facilitation' or 'grease' payments as these are bribes and illegal and will actively fight it when we meet it. It is also our policy that we work to ensure that our agents/consultants and other intermediaries do not make facilitation payments on our behalf.

Staff members paying facilitation payments will not be able to claim reimbursement.

If you have doubts about a payment and suspect that it might be considered a facilitation payment, question the legitimacy of the demand and resist it, only making the payment if the official or third party can provide a formal receipt or written confirmation of its legality. If the demander refuses, ask to speak to his senior officer and inform him that the payment may subject you to prosecution. If practicable, obtain senior management approval for the payment or consult the Compliance Officer. If the demand is accompanied by immediate threat of physical harm then put safety first, make the payment and report immediately to senior management and the Compliance Officer the circumstances and amount of the payment.

All payments made and resisted must be reported to the Compliance Officer(s) and management

You can continue to pay for legally required administration fees or fast-track services as these are not facilitation payments, but a receipt should be obtained.

Political contributions by AXA MANSARD

A political contribution is a contribution, financial or in kind, to support a political cause. Financial contributions can include both donations and loans. In-kind contributions can include gifts or loans of property, provision of services, advertising or promotional activities endorsing a political party, purchase of tickets to fundraising events and contributions to research organizations or 'think-tanks' with close associations to a political party.

Our policy is not to make political contributions in any form whether to political parties, causes or to support individual candidates. This does not cover personal political contributions made by AXA MANSARD partners/employees, providing the contributions are not intended to retain or secure a business advantage for AXA MANSARD.

Charitable donations by AXA MANSARD

Community support and donations are acceptable, be it in-kind services, knowledge, services exchange, or direct financial contributions. A senior management officer must approve any charitable donation. Senior Management will ensure through due diligence and transparency that charitable contributions are not used as a subterfuge for and do not constitute bribery.

AXA MANSARD will maintain records of all charitable donations made by the company.



This does not cover personal charitable donations made by AXA MANSARD partners/employees, providing the donations are not intended to retain or secure a business advantage for AXA MANSARD.

Protection money

In some parts of the world 'protection' is offered. This is a form of extortion which may involve physical threats.

AXA MANSARD will not pay protection money. However, we have an obligation to our staff and consultants. If the demand is accompanied by immediate threat of physical harm then put safety first, make the payment and report immediately to senior management and the Compliance Officer the circumstances and amount of the payment. In certain situations this may lead to a cessation of business.

Expenses policy

Procedures are in place for reviews of all expense claims, which must be signed by the claimant and approved by a Group head or senior officer. Receipts and records are kept of all expenses claimed and these are monitored to ensure their purpose and amounts are legitimate. These are verified by SYSCON and FINCON.

Implementation

Roles and Responsibilities

It is every staff member's responsibility to counter bribery in AXA MANSARD by adhering to this policy.

It is the responsibility of management to communicate this policy and ensure that all staff members and external parties working on behalf of AXA MANSARD, within their area of responsibility, understand and comply with the aims and procedures.

Section 3 of this policy, above, establishes the minimum requirements with respect to gifts and hospitality, facilitation payments, charitable donations and political contributions.

Faced with a demand for a facilitation payment, excessive gifts or hospitality, the following steps must be taken by the person faced with the demand:

- 1. Actively resist the payment, gift or hospitality;
- 2. Inform your manager or the Compliance Officer, if possible, before making any payment;
- 3. Keep any amount to a minimum;
- 4. Create a record concerning the payment and notify the Compliance Officer.



Business Relationships

AXA MANSARD needs not only to implement its policy to entities over which it has effective control but should also communicate its policy to its business partners, agents, consultants and portfolio companies

Business partners/ agents/ consultants/ intermediaries

AXA MANSARD will act with due care before engaging with a business partner/agent/consultant/intermediary and ensure that these entities/individuals know and respect our policy for countering bribery.

Compensation paid to business partners/agents/consultants/intermediaries must be appropriate and justifiable remuneration for legitimate services rendered. The relationship must be documented. We reserve the right to termination in the event that the entity/individual pays or solicits bribes or in any other way violate this policy or the law. All Business partners/ agents/ consultants and intermediaries will sign that they will abide by our policy (see Appendix IV)

Suppliers of services

AXA MANSARD will send a letter to all key suppliers asking them to ensure they have adequate antibribery policies in place and request that they sign that they will abide by our policy. (see Appendix III)

Communication and Training

AXA MANSARD will ensure that all its staff members are informed about and understand this policy. All relevant staff members will receive relevant training and new staff will be briefed.

Training will cover implementation of AXA MANSARD policies and procedures, the consequences of failing to follow these requirements, how to respond to bribe requests and how to report potential violations.

Sanctions

Failure to observe this policy is a cause for disciplinary action and eventual dismissal.

No member of staff will be penalized or be subject to other adverse consequences for refusing to pay bribes even if it may result in AXA MANSARD losing business.

All members of staff must sign an annual anti-bribery undertaking (see Appendix II).

Monitoring



Risk assessment and review of policies and procedures including approval by the Group heads will take place annually as well as when the firm's operations change.

Monitoring is the responsibility of all the Divisional Directors/Group heads in conjunction with the Compliance Officer

Examples of bribes

- Promising or offering payments to a foreign public official in order to ensure the signature of a contract;
- Accepting an expensive gift from an agent for not performing due diligence;
- A donation to a charity associated with a client;
- Accepting a luxury holiday to the Caribbean from a service provider/supplier/broker.

53. Training

AXA MANSARD is an organization that believes in people development and knows the importance of maintaining a committed and competent workforce. Consequently, the company will ensure the provision of opportunities for its employees to gain the necessary knowledge skills and attitude needed for optimum performance of their tasks and duties in order to meet current and future needs of the business.

Purpose

- To provide necessary training and development skills to enhance efficiency and effective on the iob.
- To develop employees technical, administrative, interpersonal and managerial skills.
- To give support (assistance) to employees on personal career development if training is in line with present or future job role, or within the context of roles in the company.

Policy

- All employees have equal opportunities.
- All new employees must be inducted within their first 45days of employment.
- The induction programme will be designed and implemented by the Training Unit in conjunction with the Human Resources Unit.
- Line Managers and/or supervisors have the responsibility to provide induction training for international transferees to ensure their timely and full understanding of their job roles and tasks.
- Line Managers and/ or supervisors have the responsibility of training and developing their subordinates in line with individual job role and also ensure that employee receives appropriate training in consultation with training.
- All Groups and units head must carry out a quarterly evaluation and review of all training activities so as to make sure that necessary standards have been achieved and to support the improvement of training methods.



- The Head, Training Unit shall endorse all local (within Nigeria) training programme. In consultation with managers, the training unit shall ensure that employees receive appropriate training as defined, and to provide advice on appropriate and available internal/external training.
- The Chief Executive Officer shall approve all overseas training programme with input from the concerned Unit Head and the training manager.
- The company may sponsor employees on personal career development from a recognized academic or professional body if in line with present or future job role. Company support shall be determined by availability of funds.
- The Company may provide additional training for selected employees for future redeployment or promotion.
- All Training and Courses must be in the best interest of the company.
- The Training Unit must carry out a training need analysis for all staff at the end of every financial year in preparation for the New Year.
- It is, however, the responsibility of every Unit head, Group head and supervisor to ensure that the training needs of their staff are analyzed and met within established priorities and budgets. The organization and administration of training activities is the responsibility of the Training Unit.
- There is a predefined budget ceiling for each group and no group shall exceed this except with the approval of the Chief Executive Officer.
- Any line manager whose direct report is being nominated for a training programme will be notified via mail of the staff member's participation.
- Any staff who is absent from a training (external or open programme) scheduled for him/her
 without any genuine verifiable defense from his/her line manager shall be made to pay a fine
 not less than the total cost per head of the programme. The money shall be debited from
 his/her salary for the month.
- Any staff who is absent from an in-house training (AXA MANSARD Business Academy or any other such training) without any genuine verifiable defense or proper notification and request for a make-up class shall have a previously agreed number of points deducted from their BSC.
- Any staff who is out of a training session for over 20% of the total training time either as a result
 of lateness, distractions, interference and etc, shall be deemed absent for that course and the
 penalty for absenteeism applies
- Absence of a facilitator from an already scheduled internal training without at least a week's
 notice to the Training Unit will attract sanctions, which will be determined by the Human
 Resources Unit. In addition, lateness of a facilitator to class will result in the loss of the points
 attached to facilitation for the programme.
- The training budget is designed, managed and run by the Training Unit after sign off by the CEO.
- At the end of each training activity, each employee will be required to fill a course and facilitator evaluation form to evaluate the training that has been provided in respect of delivery and achievement of objectives. This applies to both external courses and MBA courses.



• All delegates to external or open courses are expected to send in their training reports not later than 48 hours after returning from the course. Failure to do so will mean forfeiting their training certificate.

Induction Training

- Non-experienced new employees (entry level) will go through a period of training (on technical
 and soft skills) at the training school after which on resumption of duties they have a six-week
 period of induction. Their daily activities and progress during this period are recorded and
 monitored in logbooks that are maintained by them and signed off by their supervisors at the
 end of each week. The Training Unit Head reviews these logbooks weekly and has periodic
 discussions with each staff as need be.
- For newly employed experienced staff however, there will be a 3-4 days NEO (New Employee Orientation) programme with key units within the company making presentations on their structure, roles and functions. This will be reinforced with a one-week internship programme for each of the new staff with units they interface/interact with majorly in the course of carrying out their duties.
- 3. HR has the responsibility of inducting new employees within their first 45 days at work on the following:
 - Familiarization Tour (People, Department and Facilities)
 - History and Company's Business/Corporate Objectives
 - Handbook and Policies
 - Quality Standards of the Company.
 - Induction training shall not be less than 2 days.
- 4. Heads of Units and Groups may be required to facilitate sessions at the Induction especially about their departments.
- Individual employees will be encouraged to contribute the identification of their own training needs and, if their manager confirms these, they will be recorded and included in the above plan.

Training Database/Records

The Training Unit maintains a training database where all training activities must be recorded.

Training Evaluation

At the end of any training activity, each employee will be required to fill a course evaluation form to evaluate the training that has been provided in respect of its delivery achievement of training objectives and costs.



The training will also be evaluated by Training Unit and the employee's Group or Unit head taking into cognizance the aim, objectives and gaps identified before the training.

Evaluation helps to ascertain if the course has met with the objectives and also to ensure that the employee attends and fully participates in the training programme.

Consequently, employees may be expected to do any of the following as a requirement for the completion of a training programme.

- Post Training Knowledge check (Written Test)
- Presentation to team members
- Presentation to MUIC
- Demonstrating Skills learnt to other relevant employee or users
- Deliver it as a course in AXA MANSARD Business Academy

AXA Mansard Business Academy

AXA Mansard Business Academy is an in – house academy run and managed by the training unit of the organization. Courses are designed and structured according to the personal and industrial needs of staff. It is borne out of the idea of transforming staff to knowledge workers where everyone knows what every other person is doing and is a specialist of his or her core business area. Every staff of the organization must see how each of them contributes to the big picture AXA Mansard Business Academy. Consequently, the following shall guide the implementation of the Academy.

- Every staff must participate in AXA Mansard Business Academy either as a facilitator or a delegate
- Courses for the Academy shall be designed by the Training Unite in conjunction with all groups and unites heads.
- The Academy shall run per session which shall coincide with the beginning of the financial year of the organization.
- Registration of Course for the Academy shall be done at the beginning of the year/quarter.
- Staff shall register for and participate in the Academy with the following as minimum units per sessions

ET – SEO
 AM – Managers
 SM & Above
 30 units
 30 units

- Some courses shall be compulsory for staff either by virtue of their level in the organization, responsibility or routine task.
- Facilitators for the Academy shall be drawn from expects within and outside the organization
- Registered delegates shall be free from other jobs and obligations for the duration of the course to improve staff commitment and dedication to the Academy.



- Skill based training like IT related MUST be practical (demonstration, role plays and observation) and geared towards specific needs of the organization which will enhance the efficiency of staff.
- Facilitator of courses in AXA MANSARD Business Academy shall submit their work/materials for review by training unit for consequent editing at least 2 days to the proposed date.
- All training conducted must be evaluated and reports given to the training Unit who is in charge of the records of the academy.
- Delegates shall receive a manual or handout at the end of the training which shall be provided by the facilitator.

54. Business Travel

- Out of station allowance is given when a staff opts to provide own accommodation and can only be claimed by staff members that have spent one or more nights out of their base station. It cannot be paid for day trips or for the day a staff returns to his/her station.
- The company shall permit all cadres of staff to travel in the economy class cabin only, while all GMs and above will be allowed to travel in the business class cabin.
- Staff members who lodge in hotels are not entitled to out of station allowance.
- Staff members should feed in the hotel where they lodge and present the bills at retirement.
- The company is not responsible for additional expenses incurred by staff while in the hotel, such as alcohol, laundry bills, telephone bills, room services etc.
- No entertainment of guest except with approval.
- Where staff are coming from locations that does not require air travel e.g. Abeokuta/Ibadan to Lagos or Sapele to PH. There will be a flat transportation rate of five thousand naira for such locations and they will also be entitled to local transportation fare only.
- All Deputy Managers and above travelling to Lagos must stay in the company Guest House unless it is completely occupied.
- Staff members staying in the guest house are not entitled to out of station allowance but will
 be given a flat rate of five thousand naira per day as feeding allowance where they were not
 catered for.
- Staff members will only be entitled to Taxi fare and local transportation where a company car was not available to pick them up from the airport.

The Local Hotels Rate Guide (subject to review, always confirm with the HR Unit to confirm current rates)

| LEVEL | LAGOS, PHC & ABUJA (NAIRA) | OTHER LOCATIONS (NAIRA) |
|------------------------|----------------------------|-------------------------|
| CONTRACT & LEVEL STAFF | 10,000 | 8,000 |
| ET-SEO | 20,000 | 15,000 |
| AM-DM | 30,000 | 20,000 |



| MGR-SM | 50,000 | 40,000 |
|-----------|--------------|--------------|
| AGM-DGM | 65,000 | 50,000 |
| GM& ABOVE | 5 STAR HOTEL | 5 STAR HOTEL |

Out of Station Allowance Rates (subject to review, always confirm with the HR Unit to confirm current rates)

| LEVEL | RATES |
|------------------------|--------|
| DRIVERS & SECURITY MEN | 3,500 |
| CONTRACT & LEVEL STAFF | 4,500 |
| ET-SEO | 7,000 |
| AM-DM | 9,000 |
| MGR-SM | 14,000 |
| AGM & above | 18,000 |

Local Transport and Taxi Rates (subject to review, always confirm with the HR Unit to confirm current rates)

| LEVEL | ALL |
|-------------------------------------|-------|
| LOCAL TRANSPORT | 3,000 |
| TAXI FARE (To and From Airport) | 8,000 |
| LOCAL TRAVEL (WHERE THERE IS NO AIR | 5,000 |
| TRAVEL | |

^{*}Please note as indicated on the travel advance form the amounts in the table above are flat rates as such cannot be increased under any circumstance.

Approvals

All trips must be properly justified to Group Heads / Divisional Directors before approvals are given. Supervisors should explore alternative method of achieving maximum results by leveraging on AXA Mansard staff in various locations.

- ➤ All local travel advances must be signed off by:
- Divisional Directors for members of their group/ division before they proceed on a business trip.
 Where the group Divisional Director is absent, the group head acting on behalf of the DD must sign-off.



- Only groups without Divisional Directors will sign off from their group head be accepted.
- ➤ The CEO for all Group Heads reporting to him and all Divisional Directors before they can proceed on business trips. Where the CEO is not available, the officer acting in his absence would sign-off on his behalf.
- Requests for travel advances must be on a Travel Advance form approved by the employee's direct supervisor as well as other designated signatories.

Reservations

For reimbursement purposes, a business trip begins no earlier than the day before the meeting (except when a trip requires more than 10 hours of travel time) and ends no later than the day after the meeting.

To ensure that the company gets the most cost effective ticket, employees may not make or modify travel arrangements for personal gain.

Staff members are advised to consider safety first in making travel arrangement by using one of the recommended airlines.

55. Service Standards

| SERVICE | STANDARDS | EXCEPTIONS |
|--|-----------|------------|
| PUNCTUALITY IS KEY | | |
| | | |
| PHONE | 3 RINGS | NONE |
| | (Maximum) | NONE |
| All calls should be picked on the third ring. If a staff | ALWAYS | |
| is at his desk and refuses to pick the phone, the staff present should tap the call by the third ring and then confront the other | ALWAYS | |
| | ALWAYS | |
| When a staff asked for is not at his desk, kindly send a mail to him or drop a note at his desk. | ALWAYS | |
| Standard reply for absent staff – not at his desk or not available at the moment never say "not on seat" | | |
| While transferring calls, the staff transferring the call should give a background information/introduction of the call to whom it is been transferred to. | | |



| MEETINGS: | ALWAYS | NONE |
|--|--|-------------------------------|
| Respect all third party. | ALWAYS | NONE |
| Do not interrupt any staff in a meeting. If there is need to, then it must be politely done. Do not receive calls during meetings. Take writing materials to every meeting and ensure to make notes at all | ALWAYS | NONE |
| meetings | | |
| CUSTOMER GREETED WITH: AXA Mansard (company name) or Department Name Name of person answering How May I Help You? Or any other courteous salutation if the person requested for is not at his desk | ALWAYS ALWAYS ALWAYS ALWAYS Answer: He is not available presently, can someone else help you? Or can I help you? WARM TONE | NONE NONE NONE NONE |
| APPOINTMENTS | ALWAYS | NONE |
| Give people a specific time for appointments. People should not be kept waiting unduly at the reception. Shake hands when appropriate. Never use *My Boss* rather Full name and Functions | | NONE |
| There should be a variance in the introduction of colleagues to other members of the corporate world. | | |
| SALUTATIONS Use customer's name Stand up and smile Approach customer Offer a handshake, when appropriate Make introduction to colleagues (new customer) Hold your calls during meetings Relationship manager's should switch off mobile phones Walk customers to the door or outside after the meeting | WITHIN PROMISED WAIT TIME ALWAYS ALWAYS ALWAYS ALWAYS During meeting with their customers | NONE NONE NONE NONE NONE NONE |
| CALL MEMOS | ALWAYS ALWAYS | NONE NONE |



| Prepare a pre-call memo at least 24 before making the calls Prepare a call memo on returning to the office (24 HRS) Call memos could be written after a telephone conversation (for all staff) Maximum time for the preparation of all memos is 24hrs Handover notes must be prepared at least 24 hours before going off duty | ALWAYS ALWAYS ALWAYS | |
|---|--|------------|
| PRESENTATIONS | ALWAYS ALWAYS | NONE |
| All individuals must be seated at least, 2 minutes before the presentation time Any staff running late MUST inform the unit presenting early enough Monthly Profitability Report Presentation compulsory for all Unit Heads, Senior Managers and Group Heads. Non unit heads, Sales staff and operations staff that wish to attend MUST be seated all through | ALWAYS | EXCEPTIONS |
| When an employee is not with another customer. When an employee is with another customer When an employee is with another customer and cannot leave/break discussion | Immediately If a customer is to be referred elsewhere; Employee immediately refers customer to appropriate unit Employee follows up on resolution of customer inquiry Immediately after concluding with the other | NONE |



| | customer (after acknowledging his presence). Within 1 minute, call for assistance from another employee. Follow up within 5 minutes. | |
|---|---|--|
| CUSTOMER REQUESTS AND PROBLEMS RESOLVED Individual can handle entire transaction Other units need to be involved | Before a customer leaves the Company When customer does not object, individual contacts appropriate unit for customer, obtains resolution or resolution date before customer leaves /Company/branch OR | |
| | Customer referred to appropriate unit giving the name of contact person | |
| CORRESPONDENCE Acknowledgement of written letters All out going mails must have 2 signatories except letters written by the CEO | ALWAYS ALWAYS ALWAYS ALWAYS | |



| All letters received must be acknowledge and a reply | ALWAYS | |
|--|--------------------------------|--|
| sent to the writer/sender | | |
| Complaints received from customers should be | ALWAYS | |
| acknowledged and documented | | |
| When such problems cannot be immediately | | |
| resolved acknowledge receipt of the complaint and | | |
| inform the customer that he would be attended to as | | |
| soon as possible | | |
| Mails and complaint(s) in-house should be acknowledged | | |
| Complaints should be attended to as soon as possible | | |
| Exceptional Cases 5 days | | |
| RECEPTION | Immediately | |
| | Every time | |
| Customer greeted | Every time | |
| Look up | Every time | |
| Smile | Every time | |
| Make eye contact | | |
| VERBALLY MADE REQUESTS | Give customer | |
| WEITTEN DEGLISOTO | delivery time in | |
| WRITTEN REQUESTS | advance | |
| | Explain | |
| | appropriate within the advised | |
| | | |
| | delivery time. If | |
| | you are unable to | |
| | render the service | |
| | Terract the service | |
| | Give customer | |
| | delivery time in | |
| | advance in writing | |
| | Decline in writing | |
| | or render service | |
| | with the advised | |
| | delivery time | |
| CUSTOMER RELATIONSHIP | ALWAYS | |
| | ALWAYS | |
| Do not address customers with their first names but | | |
| with appropriate titles e.g. Mr. Mrs. | | |



| Total Control of the | T | |
|---|---------------------|--------|
| When introducing colleagues, especially a superior | | |
| officer being introduced by a junior office, use the full | | |
| name e.g Kunle Ahmed | | |
| | | |
| For Senior Managers/Group Heads: | | |
| RECEPTION | At all time | |
| | | |
| Visitor's form | At all times | |
| Visitor 5 form | 7 te dit enries | |
| Pens (that work) | | |
| | A loast twice a | NONE |
| SALES GROUPS (ONLY) | A least twice a | NONE |
| | month (large CBG | |
| | Customer (and | NONE |
| Visit customers (Corporate) | once a month | |
| | others. | NONE |
| | Within 24 hrs | |
| Visit/Telephone (Retail) | At least once in 2 | |
| | weeks | |
| | Call memos must | |
| | be done | |
| | Within 24 hrs | |
| ROUTINE CORRESPONDENCE | Within 24 hours of | NONE |
| | receipt | NONE |
| Acknowledged | Within 24 hours of | NONE |
| Resolve | receipt | NONE |
| | • | |
| Internal Memos | Signed by the staff | |
| | the memo is from | |
| | or for Unit Head in | |
| | his/her absence | |
| NON-ROUTINE CORRESPONDENCE | Within 24 hours | NONE |
| | Within 5 business | NONE |
| Acknowledged | days | |
| Resolve | | |
| WRITTEN COMMUNICATION SENT OUTSIDE THE | | |
| COMPANY TO CUSTOMERS | | |
| | | |
| Letters | | |
| Must carry 2 names/unit/designation from AM and | | NONE |
| signed, (only 1 of the 2 names may be signed for) | | |
| Jagines, (only 1 of the 2 hames may be signed for) | ALWAYS | |
| MANDATE/DECLILATORY BODY: | VENVIO | NONE |
| MANDATE/REGULATORY BODY: | | INOINE |
| | A1 14/A1/C | |
| | ALWAYS | |



| Must carry Authorized Signatory only. (signed by 2 authorized signatories (except where signed by MD/DMD singly) | ALWAYS | NONE |
|--|--------|------|
| Well-constructed typographically error free | ALWATS | |
| Standard Typing Font Arial "12" Printed on Laser-jet Printer | | NONE |
| , | ALWAYS | |
| In closing a letter, the word FOR "MUST BE IN" small letter e.g. for AXA MANSARD the word for MUST never be on bold characters | | NONE |
| | ALWAYS | |
| CC – indicating copied must be at the bottom of the mail/memo | | |
| CAPITAL EXPENDITURE MUST GO THROUGH SYSCON/FINCON | ALWAYS | NONE |
| OPERATING EXPENDITURE MUST GO THROUGH SYSCON/FINCON | ALWAYS | NONE |

56. Dress Code

MALE REVIEW

| BUSINESS FORMAL | BUSINESS CASUAL | CASUAL & TRADITIONAL |
|---|---|---|
| ✓ Light colored, long sleeve shirts with matching ties ✓ Dark blue shirts ✓ Ties should be of standard length (stopping at belt level) and Bow Ties should be formal. ✓ Official Suits of same color & material ✓ Dark colored shoes ✓ Socks that do not show your skin when seated | ✓ Tucked in collared shirts in conventional colours or stripes ✓ Smart Jackets and Blazers ✓ Dark colored shoes ✓ Smart full length tailored trousers ✓ Neatly pressed Khaki and Chinos | ✓ Long and short- sleeve button-down shirts ✓ Plain round neck, turtle neck and V-neck t-shirt must be worn with jacket at all times even within the office ✓ Sweaters ✓ Blazers ✓ Denim shirts on jeans or Chinos ✓ Polo shirts on jeans or chinos TRADITIONAL |



| ✓ Sweaters on formal shirts | ✓ Traditional material must be plain✓ Top and bottom must be of |
|-----------------------------|--|
| | same colour |
| | ✓ Embroidery/designs (if any) must be simple and same colour as the material |
| | ✓ Trousers must be full length |
| | ✓ Length of top must not be longer than the knee |
| | ✓ Traditionals must be worn with applicable covered shoe |
| | *** Tops may be tucked in or not |
| | |
| | |



FEMALE REVIEW

| BUSINESS FORMAL | BUSINESS CASUAL | CASUAL & TRADITIONAL |
|--|---|--|
| ✓ Complete tailored trouser suits with sleeves ✓ Complete skirt suits with sleeves ✓ Corporate jumpsuits with well-tailored jackets ✓ Floral jackets combined with plain clothing ✓ Tailored midi dresses & skirts (Three quarter) | ✓ Long sleeve, Short sleeve and ¾ sleeves shirts must be tucked-in at all times ✓ Dress shirts ✓ Big belts may be worn if they are the same color as the shirt ✓ If shirts cannot be tucked-in, jackets or blazers must always be worn or a small belt should be worn on it. ✓ Fluorescent shirts must be worn with dark colored skirts & pants ✓ Peplum Blouses | ✓ Sleeved button down shirts ✓ T- shirts must have collars if not worn with a jacket ✓ Sweaters & cardigans ✓ Polo shirts, blouses & smart dresses ✓ Plain black, blue and brown jeans must be worn with shirts and blouses ✓ Loafers, Moccasins & Sneakers TRADITIONAL |
| ✓ Patent shoes ✓ High heel Strappy sar on cooperate casual ✓ Ankle Boots ✓ Front covered & peep | o-toe sling-back shoes opy or sling-back cannot be worn on | ✓ Traditional material can be plain or patterned ✓ Ankara jackets paired with pants, skirts or jeans ✓ Tailored traditional dresses & skirts (Three quarters & Kneel length) ✓ Styles must be formal and simple |
| | | *** A blazer or jacket must be worn over sleeveless outfits at all times |



| *** Scarfs and Turbans must be neatly tied to the back. No front bowl and brooches |
|--|
| |

NOT ALLOWED

| MALE | FEMALE |
|---|---|
| ✓ No fluorescent shoes | ✓ Sleeveless shirts, Jerseys |
| ✓ No sandals | ✓ Studs on jackets |
| ✓ No short (dagger) ties and elaborate | ✓ Shorts |
| bow ties | ✓ Stone Wash and faded Jeans |
| ✓ No rolled up sleeves | ✓ Leggings and Jeggings |
| ✓ Sleeveless shirts and Shorts | ✓ Fluorescent suits and dresses |
| ✓ Studs on jackets, jeans jackets | ✓ Halter-neck waist coat |
| ✓ Muscle tops | ✓ Lycra material jumpsuits |
| ✓ Personalized polo shirts and Jerseys | ✓ Skirts & dresses above knee length |
| ✓ Rolling-up of sleeves | ✓ Elaborate jewelry |
| ✓ Accessorized or shredded jeans | ✓ Personalized polo shirts |
| ✓ Skinny or faded Jeans | ✓ Fluorescent shoes, floral shoes, Camo |
| ✓ Hats, scarves or bandanas | shoes, Gold shoes, Silver shoes and Bronze |
| ✓ Strappy sandals and slippers | shoes |
| | ✓ Jeans must not be accessorized or |
| TRADITIONAL | shredded (except for pocket area) |
| (D) | ✓ Hats & bandanas |
| ✓ Patterned Traditional materials | |
| ✓ Any form of cap | TRADITIONAL |
| ✓ <i>Agbada</i> and <i>Danshiki</i> | / - |
| ✓ Kaftan of any kind | ✓ Traditional head gears |
| ✓ Contrasting colored | ✓ Fluorescent colored patterned and plain |
| embroidery/designs on traditional | traditional materials |
| ✓ Fluorescent plain traditional materials | ✓ Cap sleeves, ball sleeves and sleeveless traditional style |
| ✓ Senegalese | ✓ Long and cumbersome dresses/skirts |
| J | ✓ Studs, stones, Fringes, beading and embellishments on traditional outfits |
| | ✓ High-low skirts and dresses |
| | ✓ Mixed patterned traditional materials |



| | ✓ Lace materials, either mixed with plain materials or not ✓ Kaftans ✓ Wrap dresses and skirts ✓ All traditional styles must be formal and simple |
|--|--|
|--|--|

Hair Styles Allowed

- Neatly packed dreadlock for females and female Hair longer than 16 inches should be packed
- Weave color restricted to Black, Gold, Wine and Brown
- Braids color restricted to Black, Gold, Wine, Brown and dark purple.
- · Neatly carved beards for men
- · Moderate and neatly kept afro

Hair Styles Not Allowed

Overly loud shades of gold, wine and purple braids

- · All other colors not stated as allowed
- Mohawk for men
- · Jerry curls and colored hair for men

OTHER GUIDELINES

- > Staff in Digital Transformation Group should adopt their own approved dress code.
- AXA Mansard Formula 1 Shirts can only be worn on Thursdays and Fridays except when attending market awareness or campaign events.
- ➤ A tie or jacket must be worn by non-sales staff when visiting a customer or attending a meeting outside the Company
- Proposed sanctions for defaulters :



- 1st time offender: Sent home to change
- 2nd time offender: Verbal Warning and/or naming and shaming via Corporate Communications
- 3rd time offender: Written Warning
- Repeated defiance will result in a disciplinary hearing

Remember also to: PUT ON YOUR ID. CARD AT ALL TIMES



TEAM SEGMENTATION

| | | UNITS SEGMENTATION | |
|-------------|-------------------------------------|---|----------------------|
| | | MONDAYS- THURSDAYS | FRIDAYS |
| SUBSIDIARY | BUSINESS FORMAL | BUSINESS CASUAL | CASUAL & TRADITIONAL |
| | PUBLIC SECTOR SOLUTIONS | CENTRAL OPERATIONS | |
| | RETAIL SOLUTIONS | FINCON & CORPORATE SERVICES | |
| | COMMERCIAL BUSINESS | PROVIDERS MANAGEMENT & CLAIMS | _ |
| HEALTH | ENERGY & SPECIAL RISKS | UPCOUNTRY OPERATIONS | ALL |
| | MANUFACTURING | | - 7.22 |
| | TELCOS | | |
| | CONSTRUCTION | | _ |
| | UPCOUNTRY BUSINESS | DEINICUDANICE & DECEARCII | |
| | PROPERTY & LIABILITY ENERGY & POWER | REINSURANCE & RESEARCH BUDGETARY CONTROL & PERFORMANCE MANAGEMENT | _ |
| | LIFE & SAVINGS | MANAGEMENT ACCOUNTS & RETURNS | _ |
| | MOTOR & MARINE | HUMAN RESOURCES | _ |
| | RETAIL SALES | LEARNING & DEVELOPMENT | |
| | PARTNERSHIP GROUP | LEGAL | |
| | SMALL ENTERPRISES | BUSINESS OPTIMISATION | |
| | PRIORITY CLIENTS | ENTERPRISE APPLICATION AND DATABASE | |
| | | CORE INFRASTRUCTURE & MESSAGING | |
| | | ENTERPRISE NETWORK & SECURITY | |
| | | IT SUPPORT SERVICES | |
| | | INFLOW | |
| | | INVESTMENT OPERATIONS | |
| | | OUTFLOW | |
| | | LIQUIDATIONS | |
| | | PROOFS & RECONCILIATION | _ |
| | | CONTACT CENTER | |
| INSURANCE | | POLICY PROCESSING | ALL |
| | | EMERGING CUSTOMER & DISTRIBUTION SUPPORT | 4 |
| | | PROCUREMENT CLAIMS | _ |
| | | FINANCIAL & OPERATIONAL RISK | |
| | | INSURANCE RISKS (P&C / L&S) | _ |
| | | CUSTOMER EXPERIENCE | |
| | | DIGITAL MARKETING | |
| | | INVESTORS RELATIONS & COMMUNICATIONS | |
| | | RESEARCH & PRODUCT DEVELOPMENT | |
| | | STRATEGY & NEW MARKETS | |
| | | AUDIT & INVESTIGATION | _ |
| | | INTERNAL CONTROL | |
| | | IT CONTROL & SYSTEMS ASSURANCE | |
| | | CLOSED FILE REVIEW & INVESTIGATIONS | _ |
| | | | |
| | | | _ |
| | ALTERNATIVE INVESTMENTS | | |
| | EQUITIES | | |
| | FIXED INCOME & MONEY MARKETS | | |
| INVESTMENTS | REAL ESTATE | | ALL |
| | SALES | | <u></u> |
| | | | |
| | | | |
| | BUSINESS DEVELOPMENT | BENEFITS | |
| | | CUSTOMER SERVICE | |
| | | COMPLIANCE | |
| | | RISK MANAGEMENT | |
| | | FINANCE | |
| PENSIONS | | FUNDS ACCOUNT | ALL |
| | | HUMAN RESOURCES & ADMIN | |
| | | ICT | |
| | | INTERNAL AUDIT/CONTROL | |
| | | INVESTMENT | |
| | | OPERATIONS | |





PART THREE – GENERAL INFORMATION



57. Data Protection

We are required to process data which is personal to you and we recognize our obligation to maintain such confidentiality. Through signing your contract of employment you agree the Company has permission to process your personal data for staff administration purposes (both manually and electronically).

Any number of employees may have access to personal data relating to individuals that must be kept securely, whether this is on computer or in the form of a manual record. This includes keeping data in lockable desks or filing cabinets, and ensuring it is secure out of office hours.

The main principles, which AXA MANSARD will follow, are that data should be:

- Processed fairly and lawfully
- Obtained for specified and lawful purposes
- Adequate, relevant, and not excessive
- Accurate and kept up to date
- Kept for no longer than this is necessary
- Kept securely

58. Professional Membership Subscription

The company will reimburse all professional membership subscription fees that are in line with the company's business needs.

59. Examination Expenses

The Company will reimburse examination expenses for selected professional examinations taken in Nigeria to any successful staff upon the submission of:

- Notification of Examination Results
- Evidence of Examination entry Fee

Also:

- Bonus Payment of #10,000 shall be paid at every qualified stage
- Bonus Payment of \(\frac{\text{\ti}}}}}}} \end{ensighter}}}}}}}}}}} \endress{\text{\texi}\text{\text{\text{\texi{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text

Note that:

- All examination reimbursement requests must be made within the year of result notification.



Please note that the Company would not bear the cost of lectures or study materials for these examinations.

60. Changes in Personal Details

An employee must update records by sending evidence of the change to the Human Resource Unit for verification of changes in personal details like name, address, marital status, births, educational qualification, next-of-kin, etc.

61. Personal Files

Employees may review their appraisal form only when their appraisal is due and completed.

62. Contract Staff

All categories of contract staff are employed through a contractor. They are required to provide referees and guarantors (2 each).

63. Behavior and Appearance

Employees must maintain exemplary appearance and professional conduct at all times.

Whether at AXA MANSARD's offices or client premises, when you are expecting to meet clients, you must exercise good judgment in adopting a professional standard of business dress. AXA MANSARD has a progressive and professional approach to its dress code which is guided by the principle that appropriate dressing is that which will be conducive to high performance and the creating of a positive image in the eyes of its customers.

All employees are provided with a copy of our Dress code and are expected to adhere strictly to its guidelines.

64. Medical Scheme

A Medical Insurance scheme under the AXA Mansard Health Ltd. HMO has been arranged to enhance the welfare of staff members yearly. Those covered are:

- Married Staff To cover staff, spouse and maximum of 4 Children
- Unmarried Staff To cover staff only

The different categories to be covered under the scheme are:

- Gold Plan which covers ET - Senior Executive Officer Level



- Gold Plus Plan which covers Assistant Manager – Deputy Manager Level Platinum Plan which covers Manager & above

65. Employment of Relatives

The company will not employ spouses, parents, children, brothers, sisters or corresponding in-laws.

66. Company's Name

The AXA MANSARD name is a most precious asset. All employees must therefore be very careful about the way they use it. They must also guard against its unauthorized use by others. The AXA MANSARD name is our property and may not be used by customers, suppliers or any other person or group of persons without our consent or acquiescence. Such approvals will be issued by the Company Secretary in writing.

Except in the ordinary course of business, we should neither consent nor acquiesce to the use of the AXA MANSARD name to lend credibility to the advertising or sales efforts of customers, suppliers or others. Nor should the AXA MANSARD name be used in a manner that suggests an endorsement of particular products or services offered by customers, suppliers or others or that would allow an inference to be drawn that somehow we are "attesting to", approving or otherwise warranting the quality or other attributes of whatever it is that our name is linked with.

67. Company's Property

The Company's property should be treated with care and consideration at all times.

Vehicles, telephones, computers and other Company's property should be used only for official business except in emergencies and with prior approval of employee's supervisor.

Company's funds should not be used for personal activities except with proper authorization / approval.



68. Theft / Loss

Any case of theft or loss of Company's property must be reported in writing to immediate supervisors and the Administration Unit.

69. Fire / Safety

Employees should learn the location of fire alarms and extinguishers in the company's premises and their instructions for use.

Employees are expected to act responsibly in case of an emergency.

70. Company's Rights

The company reserves the right to transfer any employee at any time.

The company reserves the right to change in any way any policy in the staff handbook. Such changes will however, be officially communicated.

71. Referee/Guarantor Liability

The company advises employees to be cautious in standing in as guarantors/referees for individuals for financial, personal or any other purpose in order to avoid a potential liability that may arise on the guaranteed or referenced individual.

72. Smoking

All buildings of AXA MANSARD are designated "No Smoking Environment", consequently, smoking is forbidden within all buildings of the Company.