

Disciplinary Policy

1. General Purpose

The purpose of the (the “Company”) disciplinary policy (the “Policy”) is to help and encourage employees to achieve acceptable standards of conduct/behaviour at work and develop a work culture which improves performance and productivity.

The objective of this Policy is:

- To provide guidelines to the employees on misconduct/unacceptable behaviour at work.
- To set out structured policies and procedures implemented by the Company to address employee misconduct, unacceptable behaviour and performance-related issues; and
- To ensure that the issues of misconduct/non-performance are dealt fairly and consistently at all times.

2. Scope

2.1 This Policy applies to all levels of employees who are currently under a fixed-term contract, permanent contract, part-time contract, interns, and casual workers (collectively referred to as the "Employee"). The Company reserves all rights to amend the content of the Policy at any time.

2.2 Nothing in this Policy creates any new contractual rights between the Company and the Employee nor should anything in this Policy be read or construed as modifying or altering the employment-at-will relationship between the Company and its Employees.

3. General Principles

3.1 Employee’s immediate supervisor (the "Supervisor") will address non-performance and misconduct/unacceptable behaviour-related disciplinary issues as per the Policy. For the purposes of this Policy, unacceptable behaviour/conduct may involve aggressive or abusive behaviour, failure to observe the Company policies, lack of professionalism, sexual harassment, injury to others due to negligence, assault, theft, serious acts of insubordination, misusing confidential information of the Company, use or possession of illegal drugs etc. These examples are not exhaustive or exclusive and behaviours/conduct of similar natures will be dealt with under this Policy.

3.2 Disciplinary action may be taken against an Employee for actions taken while conducting the Company business whether on and off the Company premises.

3.3 All matters relating to the disciplinary proceedings will be kept strictly confidential and will not be divulged to any parties not involved in the disciplinary process.

3.4 The Supervisor or a management representative shall be responsible for conducting a thorough investigation of the alleged misconduct or unsatisfactory performance before any disciplinary action is taken.

4. Disciplinary Procedure

Depending on the severity of the offence, the Company will follow the disciplinary process outlined below:

- Verbal Warning
- Written Warning
- Final Written Warning
- Termination

While the Company will generally take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation.

5. Stage 1 - Verbal Warning

5.1 A clear verbal warning will be given when the Employee's conduct or work performance does not meet the Company's acceptable standards.

5.2 The Supervisor will be responsible for giving the verbal warning to the Employee. The Supervisor shall schedule a meeting to discuss and ensure that the Employee understands:

- (a) the nature of the problem or violation of the Company policy;
- (b) the action required by the Employee to resolve the problem along with the time period for implementing such action;
- (c) the verbal warning is Stage 1 of the disciplinary procedure; and
- (d) that the Employee has a right to appeal.

5.3 The Supervisor will document the verbal warning and require the Employee to sign it.

5.4 A copy of the verbal warning will be stored in the Employee's file for a period of three months. At the end of three months, it will be disregarded for disciplinary purposes subject to Employee's satisfactory conduct and performance.

6. Stage 2 - Written Warning

6.1 A written warning will be given:

- (a) if the Employee commits a serious offence of misconduct that justifies a written warning in the Supervisor's opinion; or
- (b) if the Employee fails to resolve the issue/ improve performance to the Supervisor's satisfaction within the time period prescribed in the verbal warning given under Stage 1.

6.2 The Employee's Supervisor will schedule a meeting with the Employee to review the lack of progress after the first verbal warning and allow the Employee to respond before the written warning is issued. The

Supervisor may decide to involve the upper management in this meeting.

6.3 The Supervisor must clearly state in the written warning:

- (a) the action required by the Employee and the time frame for implementing such actions;
- (b) consequences for non-compliance with the written warning i.e. an action under Stage 3 will be considered by the Company; and
- (c) that the Employee has a right to appeal.

The Supervisor may decide to give a formal performance improvement plan as part of the written warning to the Employee.

6.4 A copy of the written warning will be stored in the Employee's file and will be disregarded for disciplinary purposes after 6 months, subject to the Employee's satisfactory conduct and performance throughout that period.

7. Stage 3 - Final Written Warning

7.1 If the Employee fails to improve their conduct or implement the actions as required in the written warning then a final written warning will be given to the Employee. This warning shall state:

- (a) all the times the Employee was warned and the corrective action that was, or was not, done to improve the conduct;
- (b) the improvement required and the time frame within which such improvement must be achieved;
- (c) if there is no satisfactory improvement within the prescribed time frame then this/her employment may be terminated; and
- (d) that the Employee has a right to appeal against the decision.

The Supervisor shall involve the upper management including the head of the Human Resource department of the Company.

7.2 The final warning will be signed by both the Supervisor, Head of the HR department and the Employee and a copy will be given to the Employee.

7.3 A copy of the final warning will also be stored in the Employee's file and will be disregarded for disciplinary purposes after 12 months, subject to the Employee's satisfactory conduct and performance throughout that period.

8. Stage 4 - Termination

8.1 If conduct or performance is still unsatisfactory and the Employee fails to reach the prescribed standards within the time prescribed in the final written warning or if the Employee's misconduct is sufficiently serious to justify termination without prior warnings then following a hearing, termination, will normally result. The Employee will be provided, as

soon as reasonably practicable, with written reasons for dismissal, the date on which employment will terminate and the right of appeal.

8.2 The Company reserves the right to choose to suspend the Employee with full pay pending the investigation. Suspension with pay will not constitute disciplinary action.

9. Appeals

9.1 Employee will be advised by the Supervisor about their right to appeal whenever a decision is made pursuant to the Policy. The Employee may appeal against a disciplinary decision in writing within 5 working days of receiving a disciplinary warning/decision from the Supervisor.

9.2 The Employee can appeal against the decision if the Employee has reasonable grounds to believe that:

- the decision was wrong;
- unfair procedures were used;
- the punishment is too harsh; or
- new evidence/information has come to light.

9.3 The appeal requests including the grounds of appeal must be made in writing to the Head of the Human Resource department of the Company

9.4 The Employee understands and acknowledges that the decision to update or adjust disciplinary action against the Employee is in the Company's sole and exclusive discretion and the Company is under no obligation to do so.

10. For More Information

If you have any questions or need further guidance, please contact your human resources representative at

11. Revision and Explanation of the Policy

This Policy was last updated on . The Company reserves the right to revise, modify any or all clauses of this Policy from time to time. The HR department will be the sole authority to interpret the content of this Policy.