

Employee Manual / Handbook

Welcome

Welcome to . We are glad to have you as part of our team. Since our Company's beginning in , the desire to serve others has been the driving force behind our growth and our strategy. In fact, is our mission. At the Company, we have a deep respect and appreciation for our customers, and every individual plays a role in helping ensure the Company's success.

This Employee Manual is not intended as an exhaustive compilation of the Company's expectations, but rather it provides information on certain policies and benefits which are currently in effect. These policies may be modified or supplemented, as part of our continuous effort to improve operations and to make the Company a better place to work. We look to the future with confidence, and we hope that your employment with the Company will bring professional satisfaction and growth throughout the coming years. Thank you for being part of our team. Working together, the Company will continue to grow as a place at which we are proud to work and our customers get the best service.

This Manual was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Acknowledgement of Receipt of Employee Manual

I acknowledge that I have received [a copy / an electronic copy] of the (the "Company") Employee Manual ("Manual"). I have read the Manual, and I know what kind of information I can find in the Manual. I acknowledge that it is my responsibility to read and understand the information contained in this Manual and applicable supplement and to follow the policies and procedures of the Company, both now and in the future. If I have any questions, I understand

that I should contact my manager or Human Resources. I am aware that the Company can revise, add or delete any policies, procedures or benefits at the Company's discretion.

I also understand that the purpose of this Manual is to inform me of the Company's policies and procedures, and that it is not a contract of employment. Nothing in this Manual provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind. I understand that the Company has the right to change any provision of this Manual at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Dispute Resolution, of the Manual, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company's right to seek injunctive relief. I agree to resolve any dispute by Arbitration in accordance with the terms of the Dispute Resolution below.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to Human Resources. Retain a second copy for your reference.

Introduction

As of its issue date, this Manual replaces all previously distributed editions. Any policy contained in any previous Manual which does not appear in this edition, or is different from the information provided in this edition, is invalid. This Manual is the property of the Company. All information contained within this Manual is for the Company and its employees only.

This Employee Manual is not a contract of employment, and does not create a contract of employment. This Manual does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Manual is simply to provide you with a convenient explanation of present policies and practices at the Company. This Manual is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Manual, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

A. Employment Policies

1. Engagement

Unless you are employed as a temporary employee or on specific terms, you are a member of our permanent staff after your probation period.

Each employee must complete an Employment Application Form and submit it to the Human Resources Department. Engagement is dependent on the employee being interviewed, tested and found suitably qualified for employment. [All new employees are required to pass a medical examination prior to engagement.]

Data to be provided by a new employee upon reporting for duty include:

- (a) Name
- (b) Date and place of birth
- (c) Identity Document and Number
- (d) Residential address and contact telephone number
- (e) Name, address and contact telephone number of person to be contacted in case of emergency
- (f) Names and dates of birth of spouse and children
- (g) Educational/ professional qualifications
- (h) Employment history

The Company complies with the Immigration laws of . All employees are asked on their first day of work to provide original documents verifying the right to work in . If you cannot verify your right to work, the Company is not permitted by law to hire you.

All changes of personal particulars above must be reported to the the Human Resources Department within one month of such change for updating the employee's personal file.

2. Equal Employment Opportunity

It is the Company's policy to provide equal employment opportunity (EEO) to all qualified persons without regard to race, sex (including pregnancy, childbirth and related medical conditions), religion, colour, age, national origin, disability, citizenship, sexual orientation, genetic information, gender identity or any other characteristic protected by the law. The Company provides equal opportunities in employment, promotions, wages, benefits and all other temporary disability retired list, for a serious injury or illness. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices.

This Manual is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

3. Employment Relationship

This Employee Manual is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Manual should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Manual obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. The Manual does not guarantee any prescribed process for discipline and discharge.

4. Period of Employment

Unless you are employed as a temporary employee or on specific terms, you are a member of our permanent staff. The period of employment shall, unless otherwise specified, be initially on probation for or such other period as agreed ("**Probation Period**") and thereafter unless earlier determined shall continue until the employee's normal retirement date. An employee does not become a permanent employee until he has successfully completed his period of probation which may be extended beyond the initial period of probation and has been advised in writing accordingly. No manager or other representative of the Company has the authority to enter into any agreement guaranteeing employment for any specific period.

5. Recruitment and Hiring

The Company's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews

with employees who apply. We encourage current employees to recruit new talent for our Company.

6. Types of Employees

The following terms will be used to describe employment classifications and status:

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least per week that are not hired on a temporary basis.

Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than per week that are not hired on a temporary basis. Part-time employees are not eligible for Company paid benefits, except as required by law.

Temporary Employees

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company paid benefits, except as required by law.

Shift Employees

Shift employees are Full-time Employees who will work according to shift roster but will be entitled to a rest day per week.

7. Working Hours

Non-shift employees are normally required to work 5 days a week from Monday to Friday from . You employment letter will state if you required to undertake shift duties For non-shift employees, the Company adopts a flexible working hours system. With the approval of their department managers, who have to ensure that their own department has adequate staffing throughout normal office hours, non-shift employees are allowed to adhere to shift hours from Monday to Friday with one-hour break.

The workweek is generally from Monday to Friday, with normal operating hours from , with one hour for lunch.

Each employee is advised of his normal working hours on engagement. Employee's working hours may be re-scheduled by his supervisor to suit operational needs. Employees may be required to work outside your normal working hours as may be necessary to suit operational needs.

8. Flexi Hours

The Company recognizes that many employees need flexibility in work schedules in order to meet child care and other needs. All employees should be at work during core hours as determined by the Company. Within the structure of the core hours, you may schedule your eight (8) hour work day as you choose, if the nature of your job permits such flexibility and your supervisor approves your schedule.

9. Remote Working

The Company also offers employees the opportunity to remote working / telecommuting. Not all jobs are suitable for remote working. If the Company identifies a business or personal need for an employee to work from a remote location, it may be authorized with the approval of your department head and Human Resources.

10. Overtime

Because of the nature of our business, your job may periodically require overtime work.

You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

11. Volunteer Activities

Participating in volunteer activities during working hours depends on manager approval, business need and the employee's performance.

12. Attendance and Punctuality

If you are unable to report for duty due to sickness or personal reason, you should notify your immediate supervisor, department manager or the Human Resources Department as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be. Some, but not all, absences are compensated under the Company's leave policies described below.

If you have to leave during office hours due to sickness or personal reasons, you must obtain prior approval from either of the same parties mentioned above. It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge.

Employees are required to report for duty on time. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge. Habitual late attendance is considered as misconduct and will result in disciplinary action.

13. Office Security

Each employee is issued with an Employee Identify Card through the Human Resources Department on joining the Company. For security reason, all employees are required to display their Employee Identify Card at all times when in Company premises or work places. The Employee Identity Card is property of the Company and should be returned to the Human Resources Department on leaving the service of the Company. Loss of the card should be reported to the Human Resources Department immediately and a charge may be levied for replacement of the card. Replacement cards are issued on application to the Human Resources Department under the following circumstances: (a) Change of employee's name; (b) Change of employee's department; (c) Damaged card; or (d) Loss of card. In the event of loss of a replacement card, the employee is liable to reimburse the Company for any expenses thus incurred. All doors leading into the offices should be locked after office hours. If employees have to stay in the office beyond office hours, they should inform the duty security personnel and ensure that the doors are locked after they have left the premises.

The Company's security personnel are responsible for the protection of Company property of all kinds, from loss by theft, fraud, fire, damage and waste. Duties of the Company's security personnel include building and site patrol, gate control, fire protection, traffic control and investigation of alleged mal-practices. The Company reserves the right to require an employee to submit to search and/or inspection of any bag, package, parcel or tool box in his possession and any vehicle in which he may be traveling in the event of entering or departing the Company premises or work-sites. Such search and inspection as is considered necessary will be carried out by members of the Company's security personnel. From time to time random checks are made and it must be clearly understood that selection for search does not necessarily imply suspicion. It is also part of the duty of the Company's security personnel to ensure that each employee complies with all rules and regulations. Co-operation is, therefore, expected from all employees in the execution of their duties.

14. Severe Weather

The Company is open for business unless there is a government issued severe weather warning or declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the Company's facilities are closed by the Company or the government, employees will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) personal/sick time, (2) vacation time, or (3) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Company to close before the end of business day, you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the official closing time, you will be required to use personal/sick time or

vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

15. Dress Code and Public Image

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner.

The current Company dress code is . Please keep in mind, however, that the Company is a professional business office, where clients and others often visit. Generally, clean, neat clothing is acceptable. However such casual wear as leggings, tank/tube top is considered as inappropriate. On the other hand, it will not be appropriate for employees to dress casual if the employees have a business appointment within or outside the office. As always, please use common sense in your choice of business attire.

Certain employees will be required to wear uniform in the course of performing their duties.

16. Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

17. Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor (with the exceptions of Company issued laptops and mobile devices which are intended for use outside of the office). The Company expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

18. Records Management

The Company has developed a Records Management Policy to help ensure that all necessary records for conducting our business, fulfilling our legal responsibilities and supporting our tax liabilities are readily accessible and maintained for the appropriate time period, that we efficiently use our space and resources by ensuring that documents are not unnecessarily retained, and that we protect against unauthorized access or use of our customers, personal or protected health information in connection with the destruction of records containing that information. The Policy applies to all electronic (e.g., e-mails, cloud, digital files, flash drives,

disks, CDs, DVDs, computer tapes, microfilm, network, desktop or laptop files, etc.) and non-electronic (e.g., printed emails, voice mails, facsimiles, letters, contracts, spreadsheets, notes, reports, charts, audiotapes, videotapes, calendars, photos, etc.) records that are created or received in the operation of the Company's business.

The Policy contains duties of Department Representatives, who are persons designated by each department for records management purposes, instructions regarding how to use the Records Retention and Destruction Schedule which establishes the minimum and maximum amount of time that a the Company record should be retained (either onsite or offsite), and specific rules regarding the destruction of records. You should be aware that when you dispose of any record containing consumer, personal or protected health information, you should place it in a secured shred box (if in hard copy) or destroy or erase it (if in electronic form) such that the information cannot practicably be read or reconstructed (e.g., discs and CDs must be wiped clean rather than merely disposed of in the trash). You should also note that if the Legal Department issues a "legal hold," you must not destroy any identified record, even though the retention schedule or any regular electronic file destruction or overwriting otherwise allows you to do so.

19. Data Privacy

It is also important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, immigration status, or any other pertinent information.

All data supplied by the employee during and after the engagement process are recorded for the purpose of employee's employment in the Company and in a personal file held in the Human Resources Department. The contents of this file are confidential and access thereto is restricted to the provisions of the laws. The absence of false statement of any particulars concerning the employee and/or his dependents may render the employee disqualifying from entitlement of employment related benefits and in some cases liable to disciplinary action.

20. Promotion

Employees are promoted on basis of their performance in the current jobs and the extent to which they demonstrate the attributes required for the higher level. You are eligible to be considered for promotions upon satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the promotion.

21. Transfer

Employees may be transferred from one department to another, one location to another or from one job to another, on a temporary or permanent basis, in an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company. This may be either at your request or as a result of a decision by the Company.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons. However, a transfer may take place if the management of the Company believes that it is in the best interest of the Company to make an exception to this guideline. Employees can appeal in writing to the Human Resources department against the transfer but the Company has the ultimate discretion on a transfer.

B. Conduct of Employees

1. General Conduct and Behaviour

Employees are required to observe the Company's rules and regulations as well as the Code of Conduct in order to maintain the integrity and effectiveness of the Company. In general, employees are expected to behave in a responsible and professional manner at all times, and to treat their colleagues, customers and third party they come into contact with courtesy and respect. If the employee has doubt on any course of action that he will be taking, he should consult his department manager or the Human Resources Department.

2. Theft, Fraud, Corruption and Embezzlement

Employees should not offer, solicit or accept anything of material value to or from their colleagues, customers, suppliers or other business partner of the Company unless the Company has given its consent. Gifts or favours of a token nature or generally available to others are however acceptable. Employees are required to report to management through their department manager or the Human Resources Department of incidents or suspected cases of corruption, theft, fraud and embezzlement. Management will make an investigation and report to the police or relevant government agencies if appropriate.

3. Conflicts of Interest

Each employee is required to read and sign the Company's statement of policy governing conflicts of interest. The policy of the Company with respect to conflicts of interest requires all its employees to avoid any conflict between their personal interest and the interest of the Company in dealing with suppliers, consumers and all other organizations doing or seeking to do business with the Company or any subsidiaries/associates.

4. Confidentiality

Employees are not allowed to disclose, exploit or use directly or indirectly confidential information regarding the Company to which they have access as a result of their employment. Failure to observe this rule may lead to summary dismissal without compensation by the Company.

5. Outside Employment or Business

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

6. Computer and Software

The Company will provide licensed software for use by its employees in performing their duties. Employees are strictly forbidden from installing and using illegal software on the Company's personal computers nor are they permitted to use the Company's computers for gaming or other non-work related purposes.

7. Internet Access

Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

Right to Monitor

The Company email and Internet system is at all times the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

8. Electronic Mail

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for matters involving your own

personal business, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication, and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege, and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

9. Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination.

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

10. Telephones

Access to the Company telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee’s performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company’s mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made with the permission of the supervisors for work related purposes.

The Company telephone system is at all times the property of the Company. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

11. Discrimination

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

12. Workplace Harassment

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic

information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

13. Workplace Violence Prevention Policy

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

14. Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of

who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or Human Resources.

15. Personal Relationship

The Company discourages managers from dating employees whom they supervise either directly or indirectly or those whose career they have the ability to influence. When a manager makes an advance to a subordinate, the employee may be placed in an uncomfortable position. While we do not want to interfere with the personal lives of our employees, we recognize that a manager/subordinate relationship has a high risk of adversely affecting the work environment. Thus, the Company discourages managers from dating or otherwise making romantic or sexual advances toward their employees, even if it is believed the advance is welcomed. Any romantic relationship between two employees should be declared to the Company and the employee may be reassigned to another post at the Company's sole discretion. Violation of this policy could lead to disciplinary action up to and including termination.

16. Related Employees

Employees are required to declare if any of their relatives, such as parents, brothers and sisters, spouse and children, are also working in the Company and if such relationship will create any conflict of interest in the course of performing their duties. They should also declare if any of their relatives are employed in other companies with which the Company has business connection.

17. Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from harassments. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

18. Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Human Resources Department. The Company takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual

harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

The Company prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge. At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counselling.

19. Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action (such as, for example, suspension), as the Company deems appropriate under the circumstances and in accordance with applicable law.

C. Compensation and Allowances

1. Salary Payment

The Company has a salary scale and each of the different grades is placed on the scale. The nature of your work and the level of responsibility will determine your grade, which will be stated in your employment letter. Employees are paid on a basis paid in arrear by direct credit to the employee’s bank account. If the regularly scheduled payroll date falls on a bank holiday, employees will, when possible, be paid on the last business day before the bank holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

2. Reviews

You will have your first performance review at the end of your Probation Period with the Company. Thereafter, periodic performance reviews are carried out to ensure adequate understanding and feedback on employee's performance, identification of areas for and ways of improvement and to agree on training needs. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance.

Compensation reviews are given by the Company at its discretion annually in consideration of various factors, including your performance review and market surveys. Salary adjustment for contract staff will be made on the basis of terms and conditions in individual contract.

3. Deductions and Withholding

The Company will withhold the following from your paycheck:

Taxes

Country and local taxes, as required by law, as well as the required pension and healthcare payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, including any contributions to pensions or employees share schemes.

Direct Deposit

You may have your paycheck deposited directly into your bank account.

4. Overtime Compensation

Prior approval must be obtained from respective supervisor for working overtime. Overtime for employees will be compensated by pay at the following rates: Monday to Friday starting from an hour after normal working hour – [1.5] times hourly rate. Sunday & public holiday – [2] times hourly rate Overtime for employees at manager level or above will be compensated by compensation leave, which will be granted when their department's workload permits.

5. Annual Bonus

Annual bonus is issued at the end of each year. Employees completing twelve months service are eligible to the annual bonus at the Company's discretion. Employees with less service, subject to a minimum qualifying period of [6] month's service are paid a pro-rata bonus. Employees leaving the service of the Company before the end of the calendar year or as a result of "Summary Dismissal" will not be entitled to bonus.

6. Housing Allowance

Employees at manager grade or above, except for those who are already occupying quarters provided by the Company, is entitled to Housing Allowance determined as a percentage of the basic salary.

7. Education Allowance

Employees will be entitled to Children's Education Allowance for each of their children registered in the Company's record, to a maximum of [3], who are aged between 3 to 18 and who are attending full-time local education from kindergarten to senior secondary levels in the following types of schools: - all locally registered kindergartens - schools shown in the Government's "Approved School List", technical institutes under Vocational Training Council except those studies for which subsistence allowance is granted to students - special schools under the Education Department of the HKSAR Government The maximum allowance for each child will be 80% of the school fees. An employee is allowed to claim the allowance in advance for a single or full term. However, the entitlement will cease on the last day of your employment and any allowance paid by the Company in advance for any part of the period subsequent to your last day of employment will be deducted from your final pay or be refunded to the Company.

8. Meal Allowance

Employees who work overtime in the following conditions are entitled to claim for meal allowance: - overtime for 3 consecutive hours from Monday to Saturday; - overtime for 6 consecutive hours on Sunday or public holidays Employees who report for duty during Adverse Weather Conditions but are not provided with meals are also eligible for Meal Allowance.

9. Travel Allowance

Non-shift employees who work overtime beyond 11:00 p.m. are eligible to claim for reimbursement of the traveling expenses from office to home. Employees who report for duty during adverse weather conditions but are not provided free transportation are also eligible for reimbursement of traveling expenses. In relation to overseas travel, details of the Company's Travel and Expense Reimbursement Policy are contained in the appendix to this Manual.

10. Emergency Allowance

Employees who are required to report for duty outside office hours in case of emergency will be entitled to an emergency allowance and compensation leave. Please see provisions under “Adverse Weather Arrangement” of this Manual outlining the policy on payment of allowance and reimbursement of transportation expenses for employees who are required to report for duty during Adverse Weather Condition.

11. Standby Allowance

Employees who are required to standby for special or emergency duties outside normal working hours will receive an allowance for every standby hours.

D. Benefits

1. General

Details regarding each benefit plan are contained in the Company’s Benefit Booklet. Full-time employees are eligible to participate in the various insurance programs offered by the Company on their first day of employment. Periodically there will be an Open Enrolment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrolment (described below).

2. Medical and Dental Benefits

On completion of probation, employees can be admitted to the Company’s group medical scheme which covers out-patient visits and hospitalization worldwide. Employees may choose from several plans. Details of the plans may be found in the benefit booklets. The Company offers medical and dental coverage for eligible employees and their eligible dependents. These programs are administered by a major medical insurance carrier or health maintenance organization. The scheme rules and the coverage may change from time to time according to the agreement made between the Company and the medical scheme provider.

3. Life Insurance

Full-time employees are eligible for and are automatically enrolled in a group term life insurance program. Employees may designate or change the beneficiary for this policy at any time. The Company pays the premium for this program. Details are given in the Benefits booklet.

4. Retirement Benefits

You will be enrolled as a member of the Company’s retirement Scheme in accordance with the rules and regulations of scheme. The Company’s benefit package is contributory; that is, you

are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the Company. Your contributory cost is deducted from your salary.

5. Enrolment

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrolment.

The Open Enrolment period allows employees to add to or change their benefits coverage. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period.

6. Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Company and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Human Resources Department. This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Human Resources Department.

E. Training and Development

1. Orientation

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees.

2. Training

In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required. Each employee shall develop their own training objectives and the Company will provide suitable training and development

opportunities to assist employees to meet their training objectives as well as achieving business goals.

3. Education

The Company encourages self-development of employees through the taking up of external training programmes and seminars. Permanent employees who have completed one year of service can apply for Company sponsorship of the external training programmes relevant to their jobs. Prior approval from their department managers is required and employees will be reimbursed the programme fees on their completion of the course of study with passing grades or satisfactory attendance. Such evidence as the tuition receipts and proof of the successful attainment of a certain grade or completion of the programme will be necessary for claiming reimbursement. Employees taking examinations for acquiring professional qualifications relevant to their jobs can apply for reimbursement of the examination fees from the Company. The amount of reimbursement ranges from 30% to 100% of the total cost, depending on the benefits and relevance of such training or examinations to the Company as well as the individual employee. However if employee leaves the Company within 12 months after the completion of the training programme in respect of which the employee has claimed reimbursement, the employee is required to repay the Company.

4. Overseas Development

The Company will absorb all reasonable expenses for employees who have been approved to attend an overseas training programme.

F. Health and Safety

1. General

The Company undertakes to safeguard the health and safety of its employees and expects all employees to strictly observe the Company's health & safety policies.

2. Smoking

The Company is committed to creating and maintaining a safe and healthful working environment for its employees and customers. Therefore, the use of smoking/tobacco products (including smokeless tobacco and electronic cigarettes) is strictly prohibited in the workplace (including lift lobby and toilet) at the Company. Employees may use smoking/tobacco products (including smokeless tobacco and electronic cigarettes) during approved rest breaks and meal periods in designated areas only. All tobacco products should be disposed of properly. Employees should ensure that their guests/visitors also adhere to the same rules while they are in the Company.

3. Alcohol & Drug Use

The Company recognizes alcohol and drug abuse as potential health, safety and security problems, as well as impairing the performance, efficiency and productivity of the employees.

The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

4. Safety and Accident Rules

We strive to provide a clean, hazard-free, healthy, safe environment in which to work, and we make every effort to comply with all relevant occupational health and safety laws. Safety is a joint venture at the Company and part of every employee's job. It is as much part of his / her duty to be a safe worker as it is to complete the work assigned to him / her. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment.

To ensure adequate protection for employees against accidents, instructions are issued to departments on safety policies and procedures. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean and orderly. Every supervisor is responsible for ensuring that current safety policies and procedures are made clear to and followed by all employees under him. If in any doubt, employees should consult his supervisor for advice on safety matters.

5. Accidents

The following is a guide to the action to be adopted when an accident occurs resulting in injury to a person. These instructions are in no way rigid and employees should use common sense depending on the individual circumstances of any accident.

Minor Accidents

In the event of an employee suffering minor injury, he must report the facts to his supervisor at the earliest opportunity. If it is impractical to report before visiting a clinic or hospital, a report should be made either in person or by telephone before commencing accident leave. First aid boxes are available at readily accessible locations in the Company. Treatment for minor injuries can be obtained on request to the supervisor in charge at the site of the first aid box nearest to the scene of the accident.

Serious Accidents

In the event of an accident resulting in serious injury, the following immediate action should be taken by the employees who witnesses the occurrence:- (a) Inform the nearest supervisor; if a telephone is readily available, dial emergency hotline and request an ambulance. (b) If trained

in first aid, render assistance to all injured persons. (c) If untrained in first aid, no attempt should be made to render first aid but every endeavour should be made to obtain assistance from doctors or other qualified persons; and (d) No attempt should be made to move an injured person, unless such action is absolutely necessary due to hazards such as fire, presence of noxious fumes, danger of drowning, etc. (e) The Company's main security control room where appropriate should also be informed of the accident as soon as possible. Should an employee be injured at work or witness any injury at work, the employee should inform their supervisor or department manager as soon as possible. The supervisor or department manager must then report the details of accident – including any breaches of safety – to the Human Resources Department within 24 hours.

Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination. Failure to do so may also result in a loss of benefits under employees compensation law.

6. Fire

Specific instructions in respect of fire occurring in certain buildings or installations are appropriately displayed, and employees must adhere rigidly to these instructions. The following guide is intended to assist employees to take sensible immediate action when discovering a fire. Circumstances will vary and common sense must be exercised when deciding on the exact course of action to be taken. (a) Raise the alarm by activating the nearest fire alarm and by shouting "Fire" continuously. (b) If there is a telephone readily available, dial the emergency hotline and report the locality of the fire to the Police. (c) If the fire is within the capability of portable extinguishers and these are readily available, an attempt should be made to control or extinguish the fire until the arrival of assistance. (d) Report the fire to the nearest supervisor. (e) Employers not required for fire fighting duties should leave the premises in an orderly manner. They should walk and not run. (f) On leaving the premises, employees should assemble as directed by supervisory staff in order that a roll call can be made. (g) Lifts must not be used. (h) Doors and windows should be closed when leaving a building but should NOT be locked. (i) All fires must be reported to the Company's main security control room as appropriate as soon as possible.

G. Holidays, Vacation and Other Leave

1. General

The Company recognizes the importance of leave time in providing rest, recreation and personal enrichment. Leaves are established on a calendar-year basis.

2. Holidays

Employees are entitled to public holidays (except for shift employees) published by the Government. Shift employees who are required to work on public holidays will be compensated by alternative day off as substitution.

3. Annual Leave

Annual leave can be taken after you have completed your probation period. Part-time employees earn vacation on a pro-rata basis. For example, an employee who works 30 hours per week will earn $\frac{3}{4}$ of the amount of vacation a full-time employee earns, while an employee working one-half time earns one-half the vacation of a full-time employee.

Employees begin to accrue vacation time when they begin work for the Company. Employees may generally carry over vacation days from one year to the next. However, to encourage employees to use vacation, there is a cap on the amount of vacation that can be accumulated. Any unused leave subject to a maximum of 14 days can be carried forward to the next calendar year. If employee resigns from the Company, annual leave that he is entitled shall not be included in the length of notice required to terminate his contract of employment. The employee is not entitled to take annual leave during the notice period.

You should submit requests for vacation time to your supervisor as soon as you know when you wish to schedule your leave, but in no event less than two weeks prior to the time requested. Leave requests are approved by your immediate supervisor. Leave time is coordinated so that sufficient staff is available to provide adequate coverage at all times, and there may be Company-wide or department-specific "blackout dates," as necessary. Leave requests are granted on a first-come, first-served basis. In the event of a conflict in leave requests, your supervisor will consider the Company's staffing needs during the relevant period, as well as the length of service with the Company of the employees involved.

4. Sick Leave

Employees who are not able to report for duty due to illness must notify their immediate supervisor as soon as possible. Sick leave must be certified by a registered doctor or dentist (if appropriate). Employees are entitled to full pay sick leave subject to a maximum of the lesser of 120 days or the number of sickness days that he has accumulated.

5. Maternity and Paternity

Maternity and Paternity leaves are granted in accordance with the relevant laws. An employee must give notice to the Company no later than 12 weeks before the expected date of confinement that she intends to take maternity leave. The maternity leave shall commence at least 2-3 weeks prior to the expected date of confinement. If the actual date of confinement takes place later than the expected date so that the maternity leave taken has exceeded 10 weeks, the period between the expected date and the actual date of confinement will be granted as no leave pay. However the employee may use her annual leave entitlement to cover such period.

6. Compensation Leave

Time-off for employees are entitled to overtime compensation will be compensated by way of time off. Such compensation leave will only be granted when their department's workload permits.

7. Other Leave

Employees re entitled to other special leave as follows:

Wedding Leave - [2] days

Compassionate Leave – Death of immediate family members - Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law - [1] day

Jury Duty - as required by the court. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement.

Study / Examination Leave - subject to the approval of department head [2] days per subject (for first attempt) but up to maximum of [8] days per calendar year

Religious leave – the Company respects your religious beliefs and will provide [(one) 1] of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation.

8. Unscheduled Leave

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Such documentation includes the employee's name, the date and time the employee was seen, and if applicable, a specific instruction regarding the employee's incapacity to perform his or her job. Excessive absenteeism or tardiness can result in discipline, up to and including discharge.

H. Disciplinary Actions and Grievances

1. Disciplinary Actions

It is essential that all employees should comply with acceptable standards of conduct and disciplinary actions may be taken for non-compliance with the object of protecting the best interests of the Company and its employees. Disciplinary action against employees may be taken in any of the following ways:-

- **Verbal Warning** - A verbal or informal warning is given to the employee in the first instance or instances of minor offences.
- **Written Warning** - A written or formal reprimand is given to the employee in the first instance of more serious offences or after repeated instances of minor offences.
- **Suspension without Pay** - A written or formal advice is given in case of serious or persistent breaches of discipline or when criminal procedures have been instituted against the employee. When an employee is suspended from duty, he will not be entitled to any salary payment. When the criminal proceedings have been instituted against an employee, the suspension shall be extended until the conclusion of the criminal proceedings. If an employee is convicted of a criminal offence, his / her service with the Company shall be terminated with effect from the date of suspension and he shall not be entitled to any salary payment for such period of suspension. If the employee is acquitted of the criminal charge, he may at the absolute discretion of the Human Resources department be reinstated in his post and paid such salaries in regard to the period of suspension as the Company may determine.
- **Dismissal** - An employee may be dismissed in case of serious or persistent breaches of discipline or convicted of a criminal offence.

Documentation Details in respect of reprimands and suspensions will be entered in the employee's personal record where they will remain for the period of employment.

2. Grievance

An employee, who feels that he has been unjustly dealt with in any disciplinary matter or unfairly treated in any way, may have his case reviewed as follows:- (a) Apply in writing to his head of department, through his supervisor, requesting an interview. The application must state the reason(s) for the request. (b) If, after the interview with his head of department, the employee is not satisfied, he has the right to request that his case be submitted to the Human Resources department. The Human Resources' decision on the case is final.

H. Termination and Dispute Resolution

1. Termination by Employee

If you leave the company, we would appreciate that you give your manager at least two weeks notice so that a replacement can be found. Employees should provide, in writing, a letter of their intent to resign. The resignation letter should be given to your manager. Unless otherwise required by law (or subject to special discretion of the Company), unused vacation, holidays, and compensation leaves cannot be used in place of notice. You will be paid for accrued but

unused vacation time as part of your last paycheck. Upon leaving employment for any reason, employees must return all documents (including any confidential or proprietary information), files, computer, mobile devices, business credit cards, keys and other Company owned property on or before the last day of work. This notice should be in the form of a written note or letter.

2. Termination by Company

Without Advance Notice (Summary Dismissal)

An employee may be summarily dismissed by the Company without advance notice or payment in lieu:- (i) during probation period; (ii) if the employee in relation to his employment: wilfully disobeyed a lawful and reasonable order; or misconduct himself; or is guilty of fraud or dishonesty; or habitually neglects his duties; or (iii) on any other grounds on which the Company would be entitled to terminate the contract of employment without notice at common law.

With Advance Notice

The Company may also terminate an employee by notice subject to the usual severance package as required by law. Untaken annual leave to which an employee is entitled shall not be included in the length of notice required to terminate a contract of employment. On leaving the Company, employee must return all the property of the Company including Employee Identity Card, uniforms, books, documents and equipment, etc.

3. Retirement

An employee shall retire at the age of 65 unless a separate agreement is made or a new contract of employment is entered into with the Company. Employees who have not reached the retirement age but have completed 10 years of service and have reached the age of 60 or over can apply for early retirement.

4. Exit Interview

Employees who voluntarily resign from The Company are typically requested to participate in an exit interview. The interview is designed to allow the exiting employee an opportunity to offer thoughts on how to improve the employer-employee relationship and work environment for current and future employees

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, the Company may consider you to be a new employee with respect to vacation time, benefits and seniority.

5. Dispute Resolution

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or on other matters.

All employees of the Company agree to first seek to mediate any dispute with the Company with a mediator trained and experienced in employment disputes selected by the Company. If mediation is not successful, both the Company and the employee agree to submit their dispute to arbitration. All disputes controversy, difference or claim arising out of or in connection with this Employment, or any dispute regarding non-contractual obligations shall be finally settled by one or more arbitrators appointed in accordance with the said rules. The seat of Arbitration shall be and proceedings shall be conducted in English.

Both the Company and the employee acknowledge that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.