

瑞年酒店管理咨询（上海）有限公司

RADIANCE HOSPITALITY (SHANGHAI) CO., LTD.

员 工 手 册
STAFF HANDBOOK

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1 简介

BRIEF INTRODUCTION

1.1 员工手册说明

Introduction to the Staff Handbook

1.1.1 瑞年酒店管理咨询（上海）有限公司（以下称为“本公司”）员工手册（以下称为“本手册”）根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》和相关法规（以下合称“劳动法律法规”）制定。适用于与本公司建立劳动关系的、在中国签订劳动合同的员工（以下称为“员工”）。本手册中的内容如与任何中华人民共和国现行法律法规相冲突以现行法律法规为准。

This Staff Handbook (hereinafter referred to as "the Handbook") is formulated by Radiance Hospitality (Shanghai) Co., Ltd. (hereinafter referred to as "the Company") in accordance with the Labour Law of the PRC, the Labour Contract Law of the PRC and other relevant regulations (hereinafter referred to as "Labour Laws of the State"), and applies to all local employees who have established employment relationship with the Company. Should any part of the contents of this Handbook contradict with any of the current Labour Laws of the State, the current laws and regulations shall prevail.

1.1.2 本手册用于介绍本公司的政策、福利及规章制度等重要信息，也为员工营造安全健康的工作环境提供指导。任何企业都会出现各种日常问题，本公司相信我们的人事政策和规定可以有效地帮助解决这些问题。但手册中的各项规定不能替代健全的管理、判断和裁定。我们大家必须共同努力，方能使我们公司成为一个有生存能力的、健康的、盈利的机构。

This Handbook is intended to familiarize you with important information about the Company's policies, benefits and rules, as well as provide guidelines for your employment experience with us in an effort to foster a safe and healthy work environment. No business is free from day-to-day challenges, but we believe our personnel policies and practices will help resolve such challenges. However, the guidelines presented in this handbook are not intended to be a substitute for sound management, judgment, and discretion. All of us must work together to make the Company a viable, healthy, and profitable organization.

1.1.3 本手册有中英文两种语言，如果因此产生解释上的冲突，则以中文版本为准。

This Handbook is drafted in both the Chinese and English language and in the

case of discrepancies; the interpretation of the meanings expressed in Chinese text shall prevail.

1.1.4 每位公司员工应当认真阅读本手册内容，并在本手册附件阅读签字页签字确认。

Every Employee of the Company should peruse this Handbook and sign off in the signature page, which is attached as Annex 1 to this Handbook.

1.1.5 本手册为本公司内部资料，仅限内部使用，本手册内所载资料均应视为公司保密资料，任何员工不得外传本手册内容。

This Handbook is considered an internal document of the Company for use of our Employees only and shall be treated as confidential information.

1.1.6 本手册的最终解释权归公司。

All final explanation rights to the Staff Handbook belong to the Company.

1.2 本手册的修订

Revision of the Handbook

本公司有权因公司的发展与经营环境的不断变化，依法对本手册内容（包括但不限于人事政策、福利和管理制度）做出相应的修订。如有修订，本公司会及时公布修订内容。

Owing to the development of the Company and the variation of the external commercial environment, this Handbook (including but not limited to HR Policies, Benefits and Rules) will be revised from time to time according to the relevant Labour Laws of the State. You will be kept informed of any such changes and amendments to this Handbook.

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2 录用和入职

RECRUITMENT AND EMPLOYMENT

2.1 录用条件

Employment Requirements

- 2.1.1 所有新聘用的员工必须满足录用条件，并通过所有相关测试和面试，经核查过往工作记录无误、且经医疗机构体检合格。

All newly recruited Employees must meet employment requirements, pass all relevant tests and interviews, satisfy the required reference check on previous employment records, and produce a satisfactory Medical Report issued by a hospital designated by the Company.

2.2 入职文件和信息

Employment Documents and Information

- 2.2.1 进入本公司第一天，员工须携带本公司要求的证书和文件（原件）办理入职手续。

The Employee shall provide the following certificates and documents (originals) required by the Company to proceed with the employment procedures on the first day you report for duty to the Company.

- 2.2.2 如员工无法提供公司要求的文件、证明、证书、证据或文件，公司有权不予录用。

If the Employee fails to provide warranties, certificates, evidence or documents requested by the Company, the Company has the right to reject your employment.

2.3 培训

Training

- 2.3.1 对于本公司承担专项培训费用对员工进行专业技术培训的，员工将可能被要求签订服务期协议。若员工在完成约定的服务期前离职，应当按照服务期协议约定返还本公司培训费用。

Should you receive professional technical training that the Company pays for the cost of your training, you may be requested to sign a Service Period Agreement with us and should you choose to leave the Company prior to completion of the agreed service period, you will be requested to refund the training expenses to the Company in accordance with the terms within this Service Period Agreement.

2.4 兼职

Moonlighting Outside the Company

2.4.1 员工在本公司以外兼职可能会导致利益冲突，并影响其工作表现。所以当员工考虑担任本公司以外的兼职前，必须先向本公司书面批准。

Moonlighting outside the Company can give rise to conflict of interest and could also affect your performance. It is therefore important that you seek permission from the Company before considering any employment outside the Company in addition to your employment with us.

2.4.2 任何员工如有违反本公司规章制度中的该规定，将被视作严重违反纪律处理，还可能承担民事、刑事及其它责任。

Any Employee in breach of such provision of rules and regulations of the Company will be deemed to have committed serious disciplinary offences and may be subject to civil, criminal and/or other liabilities as a result.

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3 劳动合同

EMPLOYMENT CONTRACT

3.1 劳动合同签约

Signing of the Employment Contract

- 3.1.1 您进入本公司第一个月内，本公司将与您签订书面劳动合同。如果双方就劳动合同的条款无法达成一致或者您拒绝签订劳动合同，本公司有权视为您主动解除了劳动关系。

The Company will enter into a written employment contract with you within the first month of your commencement date with the Company. Where the two parties cannot reach an agreement on the terms within the employment contract or should you refuse to sign the said contract, the Company retains the right to deem that you have voluntarily chosen to terminate your employment relationship with us.

3.2 试用期

Probation Period

- 3.2.1 公司根据《中华人民共和国劳动合同法》第十九条设立试用期。

Your probation period (where applicable) shall be deemed as appropriate in accordance with Article 19 of "The Labour Contract Law of the People's Republic of China".

- 3.2.2 员工试用期包含在劳动合同期限内，员工一旦成功通过试用期，即转为正式雇员。

The probation period forms part of the term of your employment contract. Upon satisfactory completion of the probation period, the Employee will be converted to a regular employee of the Company.

- 3.2.3 在试用期内，员工可提前三天通知本公司解除劳动合同，本公司有权依法立即解除劳动合同。

During the probation period, the Employee may terminate the employment contract by notifying the Company, three (3) days in advance. Likewise, during this period, the Company has the right to immediately terminate the employment contract according to the relevant Labour Laws of the State.

3.3 自愿离职

Voluntary Resignation

3.3.1 试用期后，倘若您想辞去本公司职务，必须最少三十日前以书面形式通知本公司。如果您的通知期少于所要求的时间，本公司有权在规定通知期满后办理退工退档手续（如人事档案的转移）。如擅自离职，本公司有权给予纪律处分。除本公司另行书面同意或要求外，未用的休假不得用来缩短规定的离职通知期。

Should you wish to resign from the Company any time after completing the probation period, you are required to give a minimum of thirty (30) days prior notice in writing to the Company. If your notice period is less than the required period, the Company has the right to proceed with the termination and exit formalities (e.g. transfer of personal file) after the end of the required notice period. The Company has the right to impose disciplinary measures where the Employee resigns without prior notice. Outstanding leave cannot be taken to offset the notice period unless otherwise agreed in writing or requested by the Company.

3.4 劳动合同的终止或解除

Cessation or Termination of Employment Contract

3.4.1 有下列情况之一的，员工与本公司的劳动合同终止：

The Employee's employment contract with the Company shall be deemed as ended in the event of any of the following circumstances:

- a) 合同期满且双方未达成续订协议的;
The contract term expires and the parties involved have yet to agree on the renewal of the contract;
- b) 员工达到法定退休年龄或开始依法享受基本养老保险待遇的;
The Employee reaches the legal age of retirement or has commenced to enjoy his/her basic pension insurance pursuant to the relevant laws of the State;
- c) 员工死亡，或者被人民法院宣告死亡或宣告失踪的;
The Employee is dead, or is declared dead or missing by the People's Courts;
- d) 本公司被吊销营业执照、责令关闭、撤销或者本公司决定提前解散的;
The Company has its business license revoked, is ordered to close or is closed down, or if the Company decides on its dissolution;

e) 本公司被依法宣告破产;

The Company is declared bankrupt pursuant to laws and regulations of the State;

f) 法律、行政法规规定的其他情形。

Other situations as specified by the relevant Labour Laws of the State.

3.4.2 经双方协商一致，您与本公司的劳动合同可解除。

Your employment contract with the Company may be terminated upon the mutual agreement of the Parties.

3.4.3 如您有符合本手册或劳动合同中列载的严重违反本公司劳动纪律或内部规章制度应予解雇的情形的或法律规定的本公司解除劳动合同的其它情形的，本公司有权解除您的劳动合同。

The Company has the right to terminate the employment contract with you should you commit material breach of any of the Company's labour disciplines or internal rules and policies that could lead to dismissals as set forth in this Handbook or your employment contract, or in cases where you have found to commit any other breaches which is subject to dismissal pursuant to the Labour Laws of the State or any other laws.

3.4.4 如您有下列情形之一，本公司有权在提前三十日书面通知或者额外向您支付相当于一个月正常水平基本工资后解除劳动合同：

The Company may terminate the employment contract, in any of the following circumstances, provided that a written notice shall be provided to you (30) thirty days in advance, or one month's normal base salary be paid to you in lieu of such notice:

g) 患病或非因工负伤，在劳动法律规定的医疗期满后，不能从事原工作也不能从事由本公司另行安排的工作的；

Where, after the completion of a medical treatment period stipulated by the Labour Laws, for illness or non-work-related injuries, the Employee is unable to perform his or her work as provided in the employment contract and is also unable to perform other jobs arranged by the Company;

h) 在本合同期内，员工不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；

Where the Employee is not competent to perform his/her job duties and remains unqualified even after training or being transferred to another post;

- i) 劳动合同订立时所依据的客观情况发生重大变化（包括但不限于本公司业务的重大调整或出售导致员工岗位的不存在、本公司住所迁移、被兼并、本公司资产转移或业务的出售，以及因业务经营需要进行的组织结构、经营条件、或发展战略调整等），致使劳动合同无法履行，经双方协商不能就变更劳动合同内容达成协议的。

Where the employment contract can no longer be performed due to significant changes in the objective conditions which were relied on as the basis for concluding the employment contract (including, but not limited to, cancellation of the Employee's position as a result of material adjustment to or sale of the Company's business, or the change of the Company's location, the Company's being acquired by others, its assets being transferred, sales of its business, or the adjustments to the Company's organizational structure, operational conditions or development strategy according to the needs of business operation) and no agreement to amend the employment contract is reached by the Parties through mutual negotiation.

- 3.4.5 在本公司和您的劳动关系存续期间，出现以下任何一种情况时，本公司有权根据劳动法律规定裁减人员：

In the case that any of the following circumstances arise during the employment term between the Company and the Employee, the Company may reduce the workforce in accordance with the Labour Laws of the State:

- j) 本公司依照企业破产法规定进行重整的；
The Company is restructuring pursuant to the Enterprise Bankruptcy Law of the State;
- k) 本公司业务经营发生严重困难的；
The Company encounters serious difficulties in its business operations;
- l) 本公司转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；
The Company switches or changes its method of business, introduces a major technological innovation or revises its business model, and despite amendments to the employment contract, still faces a need to reduce the workforce;
- m) 其他因劳动合同订立时所依据的客观经济情况发生重大变化致使劳动合同无法履行的。

The employment contract with the Employee can no longer be implemented due to major changes in the objective economic conditions, which were relied on as the basis for execution of the said contract.

3.4.6 劳动合同解除或终止将严格按照现行有效的劳动法律进行。

The termination or ending of an employment contract between the Employee and the Company will be handled strictly in accordance with the current and valid Labour Laws of the State.

3.5 离职与工作交接

Exit Procedures and Handover

3.5.1 无论员工因何种原因离开本公司（或者调动岗位），员工应完成工作交接并交还其占有或控制的下列所有文件、记录、设备和其他属于公司或公司关联的财产。

Regardless of the reason for which the Employee leaves the Company (or is subject to an adjustment in his/her position), the Employee shall complete all required work and asset/Company property handover procedures pursuant to the Company's internal rules and policies and return to the Company, all documents, records, equipment and other properties that are possessed or controlled by the Employee.

3.5.2 离开本公司前，员工应付清欠本公司的所有债务（如有）并和财务部解决所有与财务相关的问题。如果在员工通知期限的最终日之前未能解决，则本公司有权按照劳动法律从员工最终薪水的支付中扣除任何所欠款项。任何扣除将通知员工。

The Employee shall repay all outstanding debts to the Company and settle all relevant financial matters and monetary concerns with the finance department before leaving the Company. If the Employee fails to settle such matters by the end of the notice period, relevant sums will be deducted from the final salary payment to the Employee for the outstanding amounts according to the Labour Laws of the State. All such deductions will be made known to the Employee.

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4 工作时间 WORKING HOURS

4.1 工时制度

Work-Hour Systems

4.1.1 根据岗位的工作内容或性质不同，员工可能实行以下工时制度之一：

One of the following Work-Hour Systems may be applied according to the contents or nature of the Employee's job:

n) 标准工作时间制：每周工作五日，每日工作八小时，一周工作四十小时；

Standard Work-Hour System: Five days per week, eight hours per day and forty hours per week;

o) 不定时工作时间制：因工作特殊需要或职责范围的关系，无法按标准工作时间衡量，从而不实行标准工作时间制，而实行不定时工作时间制；

Flexible Work-Hour System: Applicable to certain positions according to local regulations whereby the content or job nature of the Employee is not applicable under the aforementioned Standard Work-Hour System;

p) 综合计算工时工作时间制：因工作性质特殊需要连续作业，采用以周、月、季年为周期综合计算工作时间。

Comprehensive Work-Hour System: Applicable to certain positions according to local regulations whereby continuous service is required due to the special nature of such position and the working hours related to the job is more suitable to be calculated aggregately, on a weekly, monthly or quarterly basis.

4.1.2 员工岗位实行的工时制度将在员工的劳动合同和/或其它文件向员工说明。

Details of the Work-Hour Systems for all Employees are stated in your employment contract with the Company and/or other relevant documents.

4.1.3 员工岗位实行不定时工作制或综合计算工时工作制的，工作时间和休息休假根据本公司及劳动法律关于不定时工作制或综合计算工时工作制的相关制度执行。

For employees working under the Flexible Work-Hour System or Comprehensive Work-Hour System, the work hours, rest and leave arrangements applicable to them may vary according to the internal rules and

policies of the Company as well as the Labor Laws in respect of the Flexible Work-Hour Systems or Comprehensive Work-Hour Systems.

- 4.1.4 采取标准工作时间制的员工，上班时间为周一至周五的上午九点至下午六点。其中包括一小时午休时间（员工可以在 12:00~14:00 之间选择一小时作为午休时间）。

The ordinary working hours, for the Employees working under the Standard Work-Hour System, are from 09:00 – 18:00 from Mondays to Fridays, including one (1) hour for lunch. Employees may choose one hour from within the period of 12:00 – 14:00 as your designated lunch hour.

4.2 加班

Overtime

- 4.2.1 加班时间是指员工因工作需要，在正常工作时间的之外投入工作中的时间。并非指员工进入或离开公司的时间。

Overtime refers to the time that Employees spend on work matters which exceeds the standard working hours, and not the time that the Employee arrives at the office or when he/she leaves the office.

- 4.2.2 员工超时工作应获得部门负责人的书面批准，否则该超时工作时间不视为加班。

All overtime work for all Employees will have to be approved in writing by department head of the Company; otherwise all such extra working hours will not be deemed as overtime work.

- 4.2.3 如本公司要求员工加班工作的，本公司按法律规定以及本公司的内部规章制度给予相应时间的调休或支付加班费。

If the Company requests the Employee to work overtime, the Company will grant Compensation Leave or make overtime payments according to the relevant labor laws and internal rules and policies of the Company.

- 4.2.4 调休以加班时间长短进行一对一小时补偿（8 小时计为一天），调休以半天为最小适用单位；调休假应当加班日起 60 天之内休完。

Compensation Leave is accorded to Employees according to the length of overtime incurred and calculated on the basis of one hour Compensation Leave per hour of overtime (with eight (8) hours regarded as a full day). The Company will permit you to take such Compensation Leave within 60 days from the day it was earned.

4.3 出勤和守时

Attendance and Punctuality

4.3.1 所有员工都必须按照公司考勤制度，每天准时上班，不得无故迟到、早退。工作时间擅离岗位，视作旷工处理。

All employees shall follow the attendance recording system of the Company and be at work on time each day. It is forbidden to leave early or report late for work without proper authorization. Leaving your position during working hours without prior approval shall be deemed as absenteeism.

4.3.2 采取不定时工作制的员工每月出勤时间不低于 40 小时。未经批准，员工出勤时间如果低于规定时间，公司有权按相关规定做处理。

The total number of hours worked for Employees classified under the Flexible Work-Hour System should be no less than 40 hours per month. In the event whereby attendance of such Employees within a certain month falls below the said 40 hours without any prior approval, the Company has the right to act in accordance with relevant regulations.

4.3.3 采取综合工时制的员工工作时间应当遵守公司对于该岗位的要求和规定。

The Employees classified under the Flexible Work-Hour System are expected to act in accordance with the working schedules, rules and requirements of their position.

4.3.4 本公司的考勤周期为本月 1 日至 30(31)日。

The regular salary computation cycle for the Company runs from 1st to 30th or 31st of the current month.

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5 假期 HOLIDAYS AND LEAVE

5.1 法定节假日

Public Holidays

5.1.1 员工将可享有以下所有中国法定节假日。包括：

The Company observes all PRC Statutory Public Holidays as follows:

- a) 元旦 New Year 1 天 day
- b) 春节 Chinese New Year 3 天 day
- c) 清明节 Qing Ming Festival 1 天 day
- d) 劳动节 Labour Day 1 天 day
- e) 端午节 Duan Wu Festival 1 天 day
- f) 中秋节 Mid-Autumn Festival 1 天 day
- g) 国庆节 National Day 3 天 day

5.1.2 如国家调整上述法定节假日，本公司有权做相应调整。

The Company has the right to make corresponding adjustments to the above records of Statutory Public Holidays in the event where these said Statutory Public Holidays are adjusted by the State.

5.1.3 所有全职员工，均可能被要求在法定节日工作。法定节日工作的员工可按照《中华人民共和国劳动法》依法享受劳动补偿。

All employees in full-time employment are required to work during statutory holidays. During these statutory holidays, staff will be compensated in accordance with the PRC labour regulation.

5.2 年假

Annual Leave

5.2.1 定义

Definition

- a) 法定年假：员工根据法律法规享有的带薪年休假。即员工累计工作已满 1 年不满 10 年的，年休假 5 天；已满 10 年不满 20 年的，年休假 10 天；已满 20 年的，年休假 15 天。

Statutory Paid Annual Leave: This refers to the Paid Annual Leave entitlements of the Employee in accordance with the Labour Laws of the State. Employees whose accumulated working experience is greater than 1 year but lesser than 10 years, is entitled to 5 days of paid Annual Leave per

year; and Employees whose accumulated working experience exceeds 10 years but lesser than 20 years is entitled to a total of 10 days paid Annual Leave per year; and for Employees whose accumulated working experience exceeds 20 years, his/her paid Annual Leave entitlement would then be 15 days per year.

- b) 公司年假：员工还可以根据公司内部规章制度，享受公司另行给予的带薪年假。

Company-Stipulated Paid Annual Leave: Employees are also eligible for paid annual leave as the fringe benefits provided by the Company according to the internal rules and policies of the Company;

- c) 当年年假或年假：员工在一日历年所享有的法定年假和公司年假的总和。除特别限定，本章所提及的“当年年假”或“年假”包括法定年假和公司年假。

The Paid Annual Leave of the Year: The Total Paid Annual Leave of the Year includes Statutory Paid Annual Leave Entitlements and Company-Stipulated Paid Annual Leave Entitlements the Employee enjoys within one calendar year. The said Statutory Paid Annual Leave and Company-Stipulated Paid Annual Leave are herewith collectively expressed in this document as “Paid Annual Leave of the Year” and/or “Paid Annual Leave” unless the context otherwise requires.

5.2.2 年假天数的计算

Annual Leave Calculation

- a) 当年年假的计算周期为每年一月一日起至十二月三十一日整一日历年度，员工可以享有的当年年假天数如下表所示：

Current Annual Leave cycle runs from 1st January to 31st December each year. The Paid Annual Leave entitlements of employees are as follows:

ACCUMULATED YEARS OF SERVICE (Y) 累计工作年限	GRADE 级别	MINIMUM PAID ANNUAL LEAVE 最低天数	MAXIMUM PAID ANNUAL LEAVE 最高天数
1 YEAR ≤ Y < 10 YEARS 1年 ≤ Y < 10年	员工 Normal Staff	五天(5)	十一天(11)
	经理 Manager		十五天(15)
10 YEARS ≤ Y < 20 YEARS 10年 ≤ Y < 20年	员工 Normal Staff	十天(10)	十二天(12)
	经理 Manager		十五天(15)
20 YEARS ≤ Y 20年 ≤ Y	员工 Normal Staff	十五天(15)	十五天(15)
	经理 Manager		十五天(15)

- b) 新入职和新晋升员工当年年假天数为所属级别的最低天数，公司可以根据您在公司的服务年限、级别和工作表现，调整您的年假天数。正常情况下，服务年限每增加一年，年假增加一天，但您可享有的年假天数不超过所属级别最高天数（员工跟公司签订的劳动合同另有约定的除外）。

Current Annual Leave entitlements for a new employee or a recently promoted employee would be in accordance with the minimum number of days entitled against his/her respective band. The Company may adjust your Paid Annual Leave entitlement depending on your accumulated work period, your years of service with the Company, your banding and your work performance. Should you serve the Company continuously year on year, your Paid Annual Leave entitlement will increase one (1) day per year of service; However, the maximum Paid Annual Leave you are entitled to will be limited to the maximum number of days within your banding (unless otherwise specified in the Labour Contract signed between the employee and the Company).

- c) 如因员工在当年内因续签劳动合同、工作年限或晋升等原因导致当年可享有的年假天数调整，员工可享有的年假将按比例折算。
- In cases whereby your Paid Annual Leave entitlements are adjusted as a result of the renewal of your employment contract, increase in the years

of service with the Company and/or are accorded a Grade with different leave entitlements during a calendar year, your Paid Annual Leave entitlements will correspondingly be calculated on a pro-rated basis.

- d) 员工的年假从入职第一天起计算，但在试用期满后才能开始享受按比例折算的年假。

The Paid Annual Leave entitlement for an Employee is calculated from your date of employment with the Company. However, you only can enjoy your Paid Annual Leave entitlements (calculated pro-rated against your service period) upon satisfactory completion of the probation period.

5.2.3 年假的申请和使用

Application & Consumption Of Annual Leave

- a) 员工必须在配合本公司日常运作的情况下使用年假，并须由直属部门负责人根据工作需要酌情批准；

Annual Leave must be consumed in cooperation with the operational needs of the Company and is subject to approval by your line manager according to the operational and commercial needs of the Company.

- b) 员工当年年假可合并使用，也可分段使用；但如员工需要合并使用年假超过 5 天，应当提早 30 天向直属经理申请。如因特殊情况无法提早申请，应当递交书面解释，并经过总经理的审批；

Your Paid Annual Leave entitlements can be consumed cumulatively or can be consumed independently. However, should you require a leave of absence of 5 days cumulatively; you must apply with the Line Manager 30 days in advance. Should you be unable to apply for leave in advance due to special circumstances or various reasons, you will be required to submit a written explanation to the General Manager for approval;

- c) 年假的最少使用单位为半天；

The minimum unit count for consumption of your Paid Annual Leave entitlement is half a day;

- d) 除非是得到了总经理的批准，否则员工当年年假未使用完毕之前，不得请事假；

The Employee is not permitted to apply Unpaid Leave prior to the full consumption of his/her Paid Annual Leave entitlement unless in special cases and for which written approval shall be necessary from the General Manager.

- e) 员工不可预支下一年度的年假；
The employee is not permitted to consume in advance his/her Paid Annual Leave entitlements of the following year;
- f) 员工当年年假可结转下一年，但结转天数不能超过该年年假的 25%。
员工当年年假最迟应当不晚于下一年 3 月 31 日使用完毕；
No more than 25% of the annual leave for the current year can be used in the following year and such unconsumed annual leave for the current year will have to fully utilize all such annual leave no later than the 31st of March in the following year.
- g) 员工如需调整已批准的年假使用计划，必需获得总经理的书面同意。
未经批准擅自调整原计划造成年假实际未使用，本公司将视作该年假已被使用，不做任何补偿。
Should the Employee require adjustments to approved leave schedules, you will be required to obtain written approvals from your General Manager. Any unused Annual Leave due to change of Annual Leave plans without prior approval will be regarded as the Annual Leave being consumed by the Employee and will not be compensated by the Company.
- h) 因工作需要，在本公司不能安排员工使用年假或要求员工放弃年假的情况下，员工当年未休法定年假，公司将根据劳动法律基于您的基本月薪以付款代替您未使用的法定年假。当年未休的公司年假，公司不予另行补偿。
Should the Company not approve of the consumption of your Paid Annual Leave entitlements or requests you to forsake your Paid Annual Leave entitlements due to work requirements, Employees will be compensated up to the amount of unused Statutory Paid Annual Leave entitlements in accordance with local Labour Law stipulations with the compensation sum calculated based on your monthly base salary amounts. However, the Company will not make further or additional compensation for the unused amounts of your Company-Stipulated Paid Annual Leave entitlements.
- i) 若员工提出辞职，在离职通知期间不可使用年假，除非本公司另行书面同意；员工最后雇佣日前，在本公司不同意员工使用年假情况下，公司将折算成薪水代替未使用的法定年假。
Upon resignation, you are not permitted to take Annual Leave whilst serving your notice period unless otherwise agreed by the Company in writing. In the event that the Company does not approve your use of your Annual Leave, payments calculated based on the monthly base salary in

lieu of outstanding Statutory Paid Annual Leave will be made to you by the Company.

5.2.4 员工有下列情形之一的，不享受当年年假：

The employee will not be entitled to the Paid Annual Leave in any of the following circumstances

- a) 累计工作满 1 年不满 10 年的员工，请病假当年累计 2 个月以上的；
Whereby the total Sick Leave of an employee exceeds a period of 2 months in a calendar year, and whose accumulated work period exceeds 1 year but is lesser than 10 years;
- b) 累计工作满 10 年不满 20 年的员工，请病假当年累计 3 个月以上的；
Whereby the total Sick Leave of an employee exceeds a period of 3 months in a calendar year, and whose accumulated work period exceeds 10 years but is lesser than 20 years;
- c) 累计工作满 20 年以上的员工，请病假当年累计 4 个月以上的。
Whereby the total Sick Leave of an employee exceeds a period of 4 months in a calendar year, and whose accumulated work period

5.3 调休假

Compensation Leave

5.3.1 本公司如需员工在双休日加班的，员工可根据业务需要，按加班时间享有相应的调休。调休以半天(4 小时)为最小适用单位；调休假应当加班日起 60 天之内休完。

When the Company requires you to work during weekends, you are entitled to take appropriate time off as compensation for additional hours worked on such weekends, subject to commercial and operational needs within your department. The minimum applicable unit of Compensation Leave is half a day (i.e. four (4) hours). The Company will permit you to take such Compensation Leave within 60 days from the day it was earned.

5.3.2 若本公司没有要求员工在双休日全天或部分时段加班，而员工自愿加班的，将不享有相应的调休。

Should you voluntarily work fully or partly on weekends without request from the Company, you shall not be entitled to such Compensation Leave.

5.3.3 员工必须在配合本公司日常运作的情况下使用调休假，并须由直属部门负

责人根据工作需要酌情批准。

Compensation Leave must be taken in cooperation with the operational needs of the Company and is subject to approval by your Line Manager.

- 5.3.4 若员工提出辞职，在离职通知期间不可使用调休假，除非本公司另行书面同意；员工最后雇佣日前，在本公司不同意员工使用调休假情况下，公司将折算成薪水代替未使用的调休假。

Upon resignation, you are not permitted to take Compensation Leave whilst serving your notice period unless otherwise agreed by the Company in writing. In the event that the Company does not approve your use of your Compensation Leave, payments calculated based on the monthly base salary in lieu of outstanding Compensation Leave will be made to you by the Company.

5.4 病假

Sick Leave

- 5.4.1 员工每月可享有 1 天带薪病假，若当月员工病假累计超过 1 天，则超过部分仅享受病假工资。

Employees are entitled to a maximum of one (1) paid sick days per one complete month. Employees are entitled to sick leave salary when sick leave taken is not less than one (1) consecutive days.

- 5.4.2 员工将按以下规定领取病假工资，或者按照当地相关法规予以支付，以高者为准。

Employees will be paid either as stipulated in the table below or paid according to the local regulations governing such matters, whichever is higher:

病假时间 Sick Leave Duration	在本公司的工作年限 Continuous Years of Service in the Company (Y)	病假工资 Salary Payable During Sick Leave
员工疾病或非因工负伤连续 休假在 6 个月以内 employee continuously takes sick leave for illness or non- work-related injuries for up to 6 months	Y < 2 年 Y < 2 years	基本工资*60% Base Salary * 60%
	2 年 ≤ Y < 4 年 2 years ≤ Y < 4 years	基本工资*70% Base Salary * 70%
	4 年 ≤ Y < 6 年 4 years ≤ Y < 6 years	基本工资*80% Base Salary * 80%
	6 年 ≤ Y < 8 年 6 years ≤ Y < 8 years	基本工资*90% Base Salary * 90%
	8 年 ≤ Y 8 years ≤ Y	基本工资*100% Base Salary * 100%
员工疾病或非因工负伤连续 休假超过 6 个月的 employee continuously takes sick leave for illness or non- work-related injuries for 6 months or more	Y < 1 年 Y < 1 year	基本工资*40% Base Salary * 40%
	1 年 ≤ Y < 3 年 1 year ≤ Y < 3 years	基本工资*50% Base Salary * 50%
	3 年 ≤ Y 3 years ≤ Y	基本工资*60% Base Salary * 60%

5.4.3 员工最长的医疗期由员工在公司连续工作累计的年限决定。第一年医疗期最长为三个月，以后每工作满一年，增加一个月医疗期，但医疗期最长不超过二十四个月。

The maximum Sick Leave Duration is based on the continuous years the Employee serves in the Company. For the first year, the maximum Sick Leave Duration of the Employee is three (3) months. Should the Employee serve the Company continuously year on year, the employee's Sick Leave Duration will increase one (1) month per year of service. However, the maximum Sick Leave Duration is limited to 24 months.

5.4.4 员工申请病假应当向公司递交医院开具的病假证明和就医、就诊相关证明文件，包括但不限于：病历本原件、诊断报告、门诊和医疗费用收据。如员工无法出示以上全部材料，公司不予批准病假。

Employees should produce to the Company, materials and documents in relation to your medical condition, including but not limited to medical records, diagnosis reports, fees and invoices stemming from your medical consultation and/or treatment. Should the Employee fail to produce such aforesaid items

and/or documents, the Company reserves the right to revoke such Sick Leave entitlements.

- 5.4.5 当月未使用的带薪病假不得累积到下一月份使用；未使用的带薪病假，公司无需给予调休或折算薪资补偿。

All unused Sick Leave entitlements within a calendar month cannot be carried over or accumulated to the following or subsequent calendar month. All unused Sick Leave entitlements will not be substituted for Compensation Leave or paid to the Employees as pro-rated salary.

- 5.4.6 员工申请病假在一周以下的，应当在返还工作岗位之日起三个工作日内，向公司人力资源部门递交医院开具的病假证明书和相关证明文件；员工申请病假在一周以上（包括一周），应当在起休病假之日起三日内，向公司人力资源部门递交医院开具的病假证明书和相关证明文件。

The Employee whose Sick Leave falls below a period of 1 week should produce to the Company a Medical Certificate and other related certificates issued by the relevant Hospital or Medical Institution as proof of his/her condition for the said Sick Leave period within 3 working days of returning to work. For cases whereby the Employee whose Sick Leave exceeds a period of 1 week (including 1 week), the employee should produce to the Company a Medical Certificate and other related certificates issued by the relevant Hospital or Medical Institution as proof of his/her condition for the said Sick Leave by the 3rd Day of the Sick Leave accorded to him/her.

- 5.4.7 员工的带薪病假从入职第一天起计算，但在试用期满后才能开始享受按比例折算的带薪病假。

The Paid Sick Leave entitlement for an employee is calculated from your date of employment with the Company. However, you can only enjoy your Paid Sick Leave entitlements (calculated pro-rated against your service period) upon satisfactory completion of the probation period.

5.5 婚假

Marriage Leave

- 5.5.1 一般情况下，若员工的结婚注册日于本公司入职日期之后，可根据当地政策规定享有婚假(三天)及晚婚假(七天) (如适用)。

For Employees whose marriage registration date occurs after the date of your employment with the Company, you will be eligible for Marriage Leave (three days) and Additional Marriage Leave for Late Marriage (7 days) (where applicable) in accordance with the local regulations.

5.5.2 员工仅可于结婚注册日之日起的十二个月内取用婚假。

Marriage Leave will have to be consumed within 12 months from the date of registration of your marriage.

5.5.3 婚假不可以分段使用，婚假连续计算，包括双休日，但不包括法定节假日。

Marriage Leave cannot be taken separately or in parts and should be consumed consecutively, including weekends but not including statutory Public Holidays determined by the State.

5.5.4 员工未使用婚假，公司不对该员工未使用的婚假做调休或折算薪资补偿。

Should the Employee fail to consume his/her Marriage Leave entitlements, the Company will not allow for such entitlements to be substituted into Compensation Leave or paid to the Employees as pro-rated salary.

5.5.5 申请婚假时，员工需通过请假流程提出申请，并将由授权机关签发的婚姻证明送交公司。

To apply for Marriage Leave, Employees are required to submit the relevant leave applications in accordance with standard leave application procedures of the Company, and a copy of the Marriage Certificate issued by the relevant authorities will have to be submitted to the Company for verification.

5.6 产假

Maternity Leave

5.6.1 女性员工根据当地政策规定享有产假及晚育假（如适用）。

Female Employees are entitled Maternity Leave and Late Childbirth Leave (where applicable) in accordance with the local rules and regulations of the city and/or jurisdiction where local office is registered.

5.6.2 按照中华人民共和国劳动部门规定—第一次生产，或者符合法律规定的第二次生产，女性员工年龄在 24 周岁以下的可以享受 98 天的假期，其中 15 天为产前假，83 天为产后假。女性员工年龄在 24 周岁以上的则享有 128 天假期，其中 15 天为产前假，113 天为产后假。

Maternity leave shall be in accordance with the PRC labour bureau – for first birth, or second birth in accordance with Government regulation, Female Employees below 24yrs of age are entitled to 98 days leave of which 15 days shall be pre-maternity and 83 days post-maternity. Female Employees above 24yrs of age are entitled to 128 days leave of which 15 days shall be pre-maternity and 113 days post-maternity.

5.6.3 员工在产假期间的薪水由政府社保部门支付。

Employee's Maternity leave salary shall be paid through Government Social Insurance.

5.6.4 男性员工出具子女出生证明送交公司，可根据当地政府政策享有陪产假 3 天。陪产假必须于子女出生后两星期内取用。

According to local regulations, all male Employees are entitled to 3 days paternity leave by upon presentation of the birth certificate of his newborn child. Such paternity leave will have to be consumed within two weeks from the date of birth of his child.

5.6.5 员工如违反国家计划生育条例，不享受带薪产假；公司有权因其违反国家相关法律法规，与其解除劳动合同。

Employees who have violated National Policies and Regulations in relation to family planning will not be entitled to maternity leave; the Company has right to terminate the employment contract with the Employee in question for such violations.

5.7 丧假

Bereavement Leave

5.7.1 员工若有直系家庭成员去世时（例如：配偶，父母，子女，或兄弟姐妹），可享有一次性的丧假，为期 3 天。员工必须在丧假结束后提供相关证明，如死亡证明或其他能作为请假证明的由相关部门出具的证明书。

Employees will be accorded a one-time, 3 days Bereavement Leave by the Company following the passing of an immediate family member, e.g. Spouse, Parent, Child, Sibling or Life Partner. Upon return from Compassionate Leave, Staff members are required to produce and submit a photocopy of the Death Certificate or other relevant documentary evidence issued by relevant authorities as basis for application for the said Bereavement Leave.

5.8 无薪假期（事假）

Unpaid Leave

5.8.1 本公司不鼓励员工取用无薪假期，除非员工有充分理由，并且只有在对本公司日常运作不造成冲突的情况下，方会获批准取用无薪假期。

The Company discourages our Employees from taking Unpaid Leave unless you have legitimate reasons for doing so and only if it does not conflict with regular operations. It is only under such circumstances that the Company will approve

of Unpaid Leave to Employees.

5.8.2 员工必须在已取用了全部带薪年假、调休假后，方可申请无薪假期。

Employees must clear all Paid Annual Leave and Compensation Leave entitlements before he/she is eligible for the application of Unpaid Leave.

5.8.3 如果员工需请事假，请一至三天事假的，应提早至少一个工作日填写请假单，并经直属经理签字批准；请四天以上（包括四天）事假的应提早至少七个工作日填写请假单，并经直属经理签字批准。

Should the Employee wish to apply for Unpaid Leave, he/she should submit a duly completed Leave Application Form at least one day in advance for leave of 1-3 days and at least 7 days in advance for leave of 4 days or more and obtain signed approvals from his/her Line Manager.

5.8.4 如因紧急情况，员工无法事先填写请假单，应于请假前以短信或邮件的方式与直属经理联系，并获得直属经理以短信或邮件回复的批准；员工复工之日起三日内，应补填请假单，并书面说明理由。

In cases of emergency whereby the Employee is unable to submit a formal application for Unpaid Leave in advance, he/she is required to contact his/her Line Manager to obtain an approval for the period of Unpaid Leave via mobile phone text message or email, and the Employee should complete and submit a formal Leave Application Form for the period of Unpaid Leave consumed, with a written explanation within three (3) days of returning to work.

5.8.5 在任何一个日历年内，员工累计无薪假期不得超过 15 天。如员工当年累计无薪假期累计已到达 15 天，公司有权利不予再行批准该员工取用无薪假期。

In any one calendar year, Employees are not permitted to accumulate more than fifteen (15) days Unpaid Leave. Should Employees accumulate more than fifteen (15) days Unpaid Leave in a calendar year, the Company has the rights to deny the Employee further requests for Unpaid Leave from work.

5.9 申请 Application

5.9.1 以上 5.1 条至 5.8 所有假期，均应根据公司相关规定和程序提出申请。任何未经批准的缺勤，将被视为旷工，本公司有权根据本手册记录处分程序进行处理。

Application for all types of leave mentioned in Sections 5.1 to 5.8 above must

be submitted according to the relevant rules and processes of the Company. Any form of leave without approval shall be deemed as absenteeism and the Company has the right to handle such a case according to the disciplinary procedures herein.

5.9.2 以上 5.1 条至 5.8 所有假期，均以半天为申请的最小单位。

The said Annual Leave and Unpaid Leave mentioned in Sections 5.1 and 5.8 above are applicable in minimum units of Half-Day blocks.

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6 薪酬和福利

REMUNERATION AND BENEFITS

6.1 薪金发放

Payment of Salary

6.1.1 本公司按月发放薪金，本公司会不迟于次月 7 日前把员工净薪资存进员工工资账户。

Salaries are paid monthly in arrears. The dates on which they are credited will be no later than 7th of the following month. Your account will be credited with the net salary (total payments less total deductions).

6.2 个人所得税

Individual Income Tax

6.2.1 员工之所有个人所得税及从公司所获取之其他款项所应付之税项均将由员工自行承担。公司有权从公司向员工支付的款项中依法代扣代缴雇员应缴的税额。

All salaries tax and other taxes payable upon monies received from the Company will be borne by the Employee. The Company is entitled, pursuant to applicable Laws and Regulations, to withhold the amount of taxes payable by the Employee from the payment made by the Company to the Employee and pay such taxes on behalf of the Employee.

6.3 薪资保密

Confidentiality Towards Salary Information

6.3.1 员工个人的薪资、津贴、福利属于机密信息，根据公司规章制度，除非公司事先授权或书面同意或根据法律法规确有需要或相关监管部门、政府要求，员工不得向任何第三方披露或交流该信息。否则，公司有权根据相关规章制度给予员工立即开除的处分，并且不承担任何赔偿

All personal salary details, allowances and benefits are deemed to be private and confidential, and the Employee should not divulge or communicate to any person such matters unless required by law or by any regulatory or government authority, and/or with proper authority or prior written consent by the Company. The Company reserves the right to summarily dismiss any staff found to be in breach of this regulation without compensation.

6.4 法定社会保险福利和住房公积金（如适用）

Statutory Social Insurance Benefits & Housing Accumulation Fund (If Applicable)

6.4.1 本公司根据当地有关法规为员工缴纳应付之社会保险和住房公积金（如适用），依法应由员工缴纳的部分由本公司从员工的工资中代为扣除并缴纳。
The Company will in accordance with the local policies governing the physical registration of each company/subsidiary/branch/office contribute to the Statutory Social Insurance of the State and Housing Accumulation Fund (if applicable) , accordingly make deductions on the Employee's Portion of Statutory Social Insurance from your monthly salary, and thereafter make all the necessary said payments on your behalf.

6.5 年终奖

Year-end bonus

公司有权根据当年业绩和员工的工作表现决定员工是否可获得年终奖和该奖金的具体金额。

It will be at the Company's discretion to decide if Variable Year-end Bonus should be awarded to employee in view of the Company's business performances and the work performances of the employees in each Financial Year.

6.6 福利修改

Amendments to Benefit Schemes

6.6.1 本公司有权自主决定取消、增减或者修改本节中规定的福利项目和/或内部网站所载的有关该等福利项目的详情，并依法通过实施。

The Company retains the right to cancel, add/reduce or amend all the above items and benefits set out in this Section and/or the Benefits Schemes detailed within the Company Intranet, and to adopt and implement such amendments based on the relevant laws and regulations of the State.

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7 保密和知识产权

CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHTS

7.1 保密

Confidentiality

- 7.1.1 本公司与客户之间的业务往来信息以及员工因受聘于本公司所取得的所有其它非公开信息都是绝对保密的。在任何情况下，员工均不得与任何人士（无论是本公司以内还是以外的人士）或实体（无论是否公司成员）讨论、或向其披露、或使用有关现有、过去或潜在客户的任何信息（例如，客户名称、地址、联系方式等）、或有关本公司的任何信息（例如，客户、供应商、财务信息、流程、规格、产品等）、或员工因受聘于本公司所取得的其它非公开信息，除非仅为了履行员工工作职责的目的并且在严格保密的基础上进行。对于涉及商业秘密的岗位，员工将可能被要求签订保密或竞业限制协议。另一方面，员工不得从其他人士或实体非法获取保密信息，无论是否用于商业目的。员工触犯前述有关保密的规定可能给本公司和有关责任人员带来十分严重的后果，例如，民事、行政和/或刑事责任。触犯前述保密规定的有关责任人员将接受严重的纪律处分，包括即时解雇。
- Dealings between the Company and our customers, and all other non-public information you have acquired by virtue of your employment with the Company are strictly confidential. You must not, at any time discuss with or disclose to any person (whether or not within the same subsidiary or office) or entity, or make take of, any information of any existing, former or potential customer (e.g. customer name, address, contact details, etc.) or any information relating to the Company (e.g. customers, suppliers, financial information, processes, procedures, products, etc.) or any other non-public information you have acquired by virtue of your employment with the Company, unless for the sole purpose of performing your job and on a strictly confidential basis. If you are working on a post, involving business secrets, you may be required to sign a confidentiality or non-competition agreement. Conversely, you must not illegally acquire confidential information from other persons or entities, whether or not for business purposes. Breaches of the foregoing confidentiality requirements may have serious consequences to the Company and any staff responsible for such a breach, such as civil, administrative and/or criminal liabilities. The Employee who has committed such a breach will face severe disciplinary measures, including summary dismissal.

- 7.1.2 如员工以个人名义在网络或其它媒体发表言论或文章，员工应遵守本公司

有关保密的规定，并不得发表任何有损公司形象或对公司或同事不利的言论。

Should you want to publish your personal web blog, make speeches or publish articles on other forms of media, you must adhere to the confidentiality guideline of the Company and be prohibited to deliberate spreading of any statements detrimental to the image of the Company or have adverse effects on an individual Employee.

- 7.1.3 员工离开本公司后，仍将受上述保密规定或本公司其它政策中的保密规定的约束。不得保留任何客户信息或因受聘于本公司所取得的所有其它信息。在离开本公司后，不得出于商业目的联系任何现有、过去或潜在客户。若任何现有、过去或潜在客户联系您，您必须告知他/她您不再是本公司员工。

After leaving the Company, you shall still be subject to the confidentiality requirements set out above or in other policies of the Company. You must not retain any customer information or any other information you have acquired by virtue of your employment with the Company. After leaving the Company, you shall not approach any existing, former or potential customers of the Company for business purpose. If any existing, former or potential customer contacts you, you must inform him/her that you no longer work for the Company.

7.2 知识产权

Intellectual Property Rights

- 7.2.1 若员工为履行其工作职责或本公司的工作任务或利用本公司的资源（单独或与他人合作）制作或创作了某个方案、方法、发明、发现、设计或其它作品（“成果”），员工应立即向本公司披露有关成果的全部详情，并且有关成果的所有知识产权和其它权利均归属于本公司。

If an Employee (alone or together with others) makes or creates an idea, method, invention, discovery, design or other work (“Work”) either in performing his job or any assignment for the Company or by take of the resource of the Company, the Employee shall promptly disclose full details of the Work to the Company and all the intellectual property rights and other rights in the Work will therefore belong to the Company (whether during or after the employment).

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8 操守和行为准则

PERSONAL INTEGRITY AND BEHAVIOR CRITERION

8.1 商业贿赂

Commercial Bribery

8.1.1 员工不得贿赂任何人士或机构或提供类似的利益，藉以替本公司取得所需业务。若有需要向某客户提供不寻常的有利条件时，您应及时把详细情况以书面记录，并立即向直属部门负责人或公司相关管理层申请批核。

Any Employee may not offer any bribe or similar consideration in order to obtain business for the Company. If it is necessary to provide unusually favorable terms to a particular customer, details should be promptly recorded in writing and submitted the management of the Company for approval.

8.1.2 员工不得为任何第三方争取与本公司的交易行为，收受他人的财务或其它好处。

Any Employee is prohibited to accept property or other benefits from other third party for give prior transaction opportunities to the latter.

8.1.3 任何员工如有违反上述 8.1.1 和 8.1.2 的规定，将被视作严重违反纪律处理，还可能承担民事、刑事及其它责任。

Any Employee in breach of such provision of the Clause 8.1.1 and 8.1.2 will be deemed to have committed serious disciplinary offences and may be subject to civil, criminal and/or other liabilities as a result.

8.2 诚信

Good Faith

8.2.1 员工受聘期间，对于可能影响公司运营、工作安排的个人情况，员工应如实向公司反映，以便于公司及时应对，避免或减少不必要的损失。

Within the term of your employment, should there be situations that would affect the operations of the Company or your personal job responsibilities, you are required to immediately inform the Company of such matters to allow the Company adequate time to react, to prevent or minimize any unnecessary losses.

8.2.2 本公司任何员工不得以本公司或公司职员的名义或用本公司的信纸为同事或下属出具含有虚假内容的证明文件；员工申请公司为其个人出具证明文件，需经公司总经理批准，该证明文件应该归入该员工档案备查。

Employees of the Company are not permitted to, in the name of the Company

or in the name of an Employee of the Company, or use the letterhead of the Company to issue or provide false information or testimony / certification / warranties/documents to any third parties on behalf of colleagues or subordinates. Employees who apply for certification / warranties / documents issued or provided by the company, should submit the application to the General Manager for approval, with the documents kept on employee's HR files for future reference.

- 8.2.3 任何员工不应为自身或利益关联方的利益，骗取公司财物，包括提供虚假证明以获取带薪假期。

All Employees should not for the sake of personal or related party gains/benefits, cheat the Company of financial, monetary or physical property, including the provision of false information or testimony / certification / warranties/documents to obtain paid leave.

8.3 行为准则

Behavior Criterion

- 8.3.1 员工下班离开公司前，收好数据文件，最后离开者请关闭电灯、空调、门窗及其他设备电源，做好安全检查。

All Employees should file up the documents before leaving after work, and the last person to leave the office premises should turn off lights, air conditioning and power of all necessary office equipment as well as shutting all windows and doors, with the necessary security checks.

- 8.3.2 每个公司员工应当爱护公司财物、不挪用公物；员工须妥善保管、安全使用本公司提供在工作中使用之财物，如因本身疏忽导致任何损失或毁坏，员工须按相关规定赔偿。

Each Employee should take good care of Company property and avoid misappropriation of public property; The Employee must properly safe keep and use all Company property for work, and the Employee shall compensate for his negligence resulting in any loss or damage to the Company subject to the relevant provisions and regulations herein.

- 8.3.3 员工在接听客户电话时，态度应当礼貌客气；

When answering the office phone, it should be done in a very friendly and polite manner;

- 8.3.4 上班时间，应当尽量减少私人电话，确有需要应尽量缩短通话时间；

Personal / private phone conversations are not encouraged in the office and if

absolutely necessary, we would appreciate if you kept such matters as short as possible;

8.3.5 本公司并不鼓励员工把个人财物存放在本公司场所内。任何存放在本公司办公室内的个人财物，如有遗失或受到损坏，本公司概不负责。本公司郑重建议您在上下班时小心保管所有贵重物品。

You are discouraged from leaving your personal belongings in the Company's premises. The Company will not be held liable for the loss of, or damage to, any items of your personal property. You are also strongly advised to make sure that all valuable items within the Company premises are securely locked away after office hours.

8.3.6 员工不允许向客户、供应商、或关联公司借钱。

Employees are not allowed to borrow money from customers, suppliers or affiliate companies.

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9 纪律处分

DISCIPLINARY MEASURES

本公司将根据员工实际发生的不当行为，视情节轻重以及对公司造成损失的严重性，选择下述处分的类别：

The Company has the right to adopt the following disciplinary measures, taken based on actual circumstances of each Employee's behavior, the seriousness of the case and the losses to the Company as a result of such behavior:

9.1 处分类别

Disciplinary Action

9.1.1 辅导面谈

Counselling Interviews

当员工在工作上犯错误，或工作表现不理想，或行为不端时，本公司会首先为他/她安排辅导面谈。

When Employees make a mistake or display unsatisfactory performance or conduct, he/she will be provided counselling as a first option.

9.1.2 警告和扣除工资

Warnings and deduction of salary

a) 员工第一次触犯第 9.2.1 条规定的甲类过失，将给予口头警告。

A verbal warning will be served for first-time offenders of Class A type Misconducts under Clause 9.2.1,

b) 若员工在 12 个月内第二次重犯第 9.2.1 条规定的甲类过失，或触犯 9.2.2 乙类过失一次，将给予一次书面警告。

A written warning will be served for twice repeat offenders of Class A type Misconducts under Clause 9.2.1 within a period of 12 months, or first-time offenders of Class B type Misconducts under Clause 9.2.2.

c) 员工迟到一次，将给予一次警告，两次警告之后，第三次迟到将被扣除相应工资。

If employee is late, a warning will be served for one late. After 2 warnings, relevant salary will be deducted for the third late.

9.1.3 记过

Demerits

若员工在 12 个月内触犯第 9.2.1 条规定的甲类过失三次或触犯第 9.2.2 条乙类过失二次规定，将给予记过处分。经最后警告后，若一年内在犯任何过失，将给予违纪辞退处分。

Should Employees, within a period of 12 months thrice repeat offences of Class A type Misconducts under Clause 9.2.1 or twice repeat offences of Class B type Misconducts under Clause 9.2.2, a formal demerit will be issued to the Employee and relevant action taken. Should the said Employee continue to repeat any of the same offences whereby warnings were issued and upon issuance of a Final Written Warning, the Employee will then be dismissed as a form of punishment for his/her repeat actions.

9.1.4 解雇

Dismissal

- a) 员工在受到记过处分的 12 个月内再犯任何过失，或触犯第 9.2.3 条规定的丙类过失，视为员工严重违反公司规章制度，公司可以立即解除该员工劳动合同；

The Company can terminate the employment contract with Employees without notice or compensation if the Employee commits a further offence after being served the necessary warnings within a year or offences of Class C type Misconducts under Clause 9.2.3.

- b) 其他条款中列明的可被解雇的情况。

Any other circumstances set out in the provisions with which can lead to dismissals thereto.

- 9.1.5 违反工作规定或由于过失正在接受调查的员工，在管理层做出是否解雇的决定之前，可能会被要求停职和停薪一段时间，一般不超过 14 天。

An employee having violated Work Rules or one that is under investigation because of misconduct, may be suspended from duty and salary for a period not exceeding 14 days, pending a management decision on whether or not he is to be dismissed.

9.2 处分标准

Type of Offence

鉴于本公司日常运营中可能发生的具体情形可能多种多样，以下列举不应被视为完全的列举，可能发生违纪事件和处分措施包括但不限于如下举例，本公司有权根据员工可能发生的各种不当行为自主决定纪律处分措施。

Considering the various circumstances occurring in the daily operations of the Company, the types of offences listed below should not be deemed as the full reference. Types of offence and disciplinary actions include but are not limited to the following examples, and the Company has right to decide the corresponding disciplinary actions for the specific cases of misconduct.

9.2.1 甲类过失

Grade A Misconduct

- c) 未经经理允许，使用公司电话、传真和其它通讯设备办理私人事务；
Using the Company telephone to deal with personal issues without authorized approval;
- d) 工作时，浏览与业务无关的书刊、报纸、网站或收听与业务无关的视频影像，但未造成公司损失者；
Listening to, watching or reading books, newspapers, websites, videos, pictures and/or content unrelated to your job during work hours, without causing losses to the Company;
- e) 随地吐痰、乱扔垃圾或乱写乱画、破坏卫生整洁；
Spitting and littering in the office;
- f) 其他本公司认为适宜予以口头警告的违纪行为。
Any other offences being equitable to a verbal warning.

9.2.2 乙类过失

Grade B Misconduct

- a) 旷工（包括未经批准擅自休假）不超过 1 天者；
Being absent (including leave without prior approval) from work without notice for less than one day;
- b) 不遵守本公司的工作程序或操作规程，未能按要求完成本职工作者；
Non-compliance with the working procedures of the Company or rules, not being able to complete all your required job responsibilities in accordance with your job requirements;
- c) 在工作时间内擅离工作岗位，情节较轻者。因过失导致工作差错，情节轻微者；
In situations where repercussions are minor, leaving your position whilst

on duty; In situations where repercussions are minor, carelessness at work that results in mistakes;

- d) 泄露个人收入或探听他人收入方面的信息者;
Employees who disclose or try to pry about the income of another colleague;
- e) 对于本公司钱款、财务或财物未按规定处理，情节较轻者；
In situations where repercussions are minor, inability to handle Company cash, finance or property in accordance to specified processes or procedures;
- f) 遗失经管理或占有的重要文件、财产、工具隐瞒不报者；
Failure to report on the loss of Company documents, property or equipment held in your care and custody;
- g) 撕毁或随意涂改本公司通告栏张贴物或擅自张贴其它宣传物者；
Vandalism, unauthorized removal of official notices and/or circulars from the management form the Company notice board and/or publishing of personal/disruptive notices on the Company notice board;
- h) 工作渎职、失职，给本公司造成经济损失，情节较轻者；
In minor situations, causing financial and/or economic losses to the Company due to dereliction of duty and negligence;
- i) 利用本公司的网络资源，登陆非法或不健康网站；或因操作不当，影响本公司正常数据传输或因违反计算机系统安全规范造成软硬件损坏，数据丢失或网络故障；
Misuse of the Company's network resources and infrastructure towards the browsing of illegal or unhealthy internet sites; or as a result of inappropriate handling or use, resulting in an impact towards the regular data transfer process/speeds; or as a result of oversight towards IT and Network Security, resulting in damage to IT hardware or software, data loss or network failures;
- j) 对客户或同事使用侵犯性、欺辱性语言或动作或挑唆他人打架、诬告做伪证而制造事端者；
The use of offensive or insulting language and/or actions towards Clients or fellow colleagues, inciting fights, acts of false accusations to provoke or create disturbances;

- k) 滥用本公司财产和浪费资源能源;
Abuse and/or misuse of Company property and waste of Company resources and energy;
- l) 投机取巧隐瞒蒙蔽谋取非法利益者;
Opportunistic and deceitful acts, and the cover up of any Employee's actions in relation to the seeking of illegal interests or gains;
- m) 损坏管理或占有的本公司的重要文件、财产、物品或工具者;
Damage to documents, property, goods or tools managed by or belonging to the Company;
- n) 非因公司工作需要应酬, 上班时间饮酒者;
Employees who without reason or work related requirements, consume alcohol unnecessarily;
- o) 直接主管明知下属违反劳动法律或本公司规章制度, 而予以隐瞒庇护或不举报者;
Employees whom knowingly allow his/her direct subordinates to violate labour laws, or rules and regulations of the Company, and collaborates to withhold information of such wrongdoings and meanwhile fails to report such matters to the management of the Company;
- p) 提供虚假的记录、文件、个人信息或声明陈述者, 情节轻微者;
In situations where repercussions are minor, providing falsified records, documents, personal information or statements;
- q) 教唆他人从事违纪行为者;
Abetting others to engage in acts that go against disciplinary guidelines of the Company;
- r) 其他本公司认为适宜予以书面警告的违纪行为。
Any other misconduct which can lead to warnings in writing thereto.

9.2.3 丙类过失

Grade C Misconducts

员工触犯本类过失, 即视为严重违反公司规章制度, 公司可以立即与其解除劳动合同。

A breach of any of the following Type C Misconduct Categories is considered a serious violation of Company rules and regulations and the Company can immediately terminate the labour contract of Employees who are found to be in violation of the following:-

- a) 违反国家法律法规（包括计划生育法规）；
Where the Employee has violated the Chinese Laws and Regulations (include the law of family planning);
- b) 未经本公司批准，擅取本公司财务记录者；
Without authorization, obtaining financial records and/or statements of the Company;
- c) 有任何形式的威胁恐吓行为；
Any form of physical threat and intimidation;
- d) 殴打他人或互相打斗；
Cases of assault or fighting with fellow employees;
- e) 偷窃公司或同事的财物；
Stealing of property or items belonging to Employees of the Company;
- f) 公司内赌博或围观赌博；
Gambling or being part of a gathering that participates in or promotes any forms of gambling within the Company;
- g) 无故连续旷工累计三天以上（包含三天）；
Being absent without notice totalling three (3) or more days;
- h) 发表虚假或诽谤的言论，影响公司或其他员工的声誉；
Publishing of false or defamatory statements that would affect the reputation of the Company or its employees;
- i) 提供虚假资料或隐瞒事实给公司造成重大损失的；
Providing of false information or the withholding of factual information that results in significant losses by the Company;
- j) 性骚扰；
Sexual harassment;

- k) 在公司内阅读黄色书刊、色情影像或浏览色情网站；
Browsing of pornographic websites and/or content within the Company;
- l) 工作严重渎职、失职或对下级管理不善，给本公司造成经济损失情节严重或者导致其它严重不良后果者；
Serious dereliction of duties, negligence or inappropriate management of your subordinates in the course of your job, which results in the Company suffering serious economic losses or other serious negative consequences;
- m) 工作时饮酒滋事者；
Causing trouble during work-hours under the influence of alcohol;
- n) 携带违禁品如管制刀具进入工作场所者；
Bringing of prohibited materials and other paraphernalia into the workplace;
- o) 明知有严重违反本公司规章制度或者法律法规行为而故意不举报，情节严重者；
In situations where repercussions are severe, employees knowingly and intentionally failing to report serious violation of Company rules and regulations, or laws and legal regulation by other employees;
- p) 私用、私刻本公司印章或假冒主管或其他职员签名；
Privately duplicate and use the corporate seal of the Company, or forging of the signatures of superiors and/or other employees;
- q) 其它严重违反公司规章制度的行为。
Other serious acts of violation of the rules and regulations of the Company.

9.3 赔偿责任

Liability of Compensation

因员工触犯公司规章制度或违反法律法规给公司造成损失的，公司有权追究其赔偿责任。

In the event of any losses sustained, the Company reserves the right to seek recourse and compensation should the employee responsible be found to have violated the rules and guidelines of the Company, and/or Labour Laws of the State.

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