

# Kino Biotech

康樂生技

# **Employee Handbook**

A guide to policies, rules, regulations, and daily operations for the worker at Kino Biotech Pte Ltd



### **ABOUT KINO BIOTECH**

Kino Biotech is a leading integrated bio-nutraceutical and cosmeceutical company specialized in product conceptualization, development, commercialization, brand marketing, sale and distribution of innovation healthcare and beauty products

Our core business is the sale of healthcare and beauty products and services under our own proprietary brands; Kinohimitsu, Activa and Xpertise.

We are based in Singapore, the heart of Asia with over 4500 point of sales in China, Singapore, Malaysia, Vietnam, Thailand and Indonesia. Collaboration with our key partners like Watsons, Guardian, SaSa, Tesco and Carrefour enables Kino Biotech to successfully promote our products to the mass market.

We, at Kino Biotech, believe this century belongs to Asia.

Wedsite Address:

www.kinobiotech.com www.kinohimitsu.com www.activa-international.com



### **IMPORTANT NOTICE**

The Handbook serves to provide a better understanding for new and existing employees of what is expected of you and what you can expect from your colleagues and the Company.

The purpose of the Handbook is to:

- Set out and clarify the terms and conditions of employment.
- Set out and clarify the rules and regulations which you must abide to.
- Summarize the benefits you may be entitled to.
- Set out some of the main issues which may be of interest to you during your employment.

This Handbook applies to employees of Kino Biotech Pte Ltd.

This Handbook is subject to change from time to time at the Company's sole discretion upon reviewing as and when necessary.

As in any handbook, this Handbook cannot cover every possible situation and therefore, for doubts on individual situations not covered, employees should to refer to their immediate superiors, department heads or the Human Resource Department for clarification.



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# 1 INTRODUCTION

# 1.1 Background

Kino Biotech is a leading integrated bio-nutraceutical and cosmeceutical company specialized in product conceptualization, development, commercialization, brand marketing, sale and distribution of innovation healthcare and beauty products

Our core business is the sale of healthcare and beauty products and services under our own proprietary brands; Kinohimitsu, Activa and Xpertise.

We are based in Singapore, the heart of Asia with over 4500 point of sales in China, Singapore, Malaysia, Vietnam, Thailand and Indonesia. Collaboration with our key partners like Watsons, Guardian, SaSa, Tesco and Carrefour enables Kino Biotech to successfully promote our products to the mass market.

We, at Kino Biotech, believe this century belongs to Asia.

### 1.2 Vision

To be the world's leading biotech company

### 1.3 Our Mission

Strives to bring the best innovative healthcare and beauty products and services to consumers by transforming the promise of modern science and biotechnology with the power of nature into products and services that enhance and improve lives.

### 1.4 Core Values

#### 1.4.1 The People of Kino Biotech People are our source of strength:

To promote teamwork, trust, respect and continuous self-improvement; to compete intensely and win; To Create Value for Consumers, Staff and Stockholders

### 1.4.2 Responsibility

To be responsible, ethical and to contribute to society and communities in which we operate.

#### 1.4.3 Innovation

To be creative, resourceful, adaptable and proactive; to challenge existing alternatives to develop quality healthcare and beauty products and services through Science-based evidence.



# 2 WORK AREA

# 2.1 Equal Opportunity Employer

Kino Biotech is committed to the fundamental policy of not to discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability, with respect to recruitment, hiring, training, promotion and other terms and conditions of employment.

It is the policy of the Company to base decisions on employment solely upon the individual's qualifications and experience relating to the requirements of the position for which the individual is being considered; recruit, hire and promote the best and most qualified persons for all positions without regards to race, color, religion, sex, national origin, age, handicap or disability.

### 2.2 Location

Kino Biotech is located at 12 Tai Seng Street #06-03, Singapore 534118.

# 2.3 Operating Hours

Kino biotech normal business hour is from:

Monday to Friday : 08:30 - 18:00

### 2.4 Contact Number

You may contact us through:

Main line number : 6281 3888Fax number : 6746 7333



# 3 TERMS AND CONDITIONS OF EMPLOYMENT

# 3.1 Objective

These rules and regulations set the general conditions of employment with Kino Biotech

# 3.2 Scope

The present rules and regulations are based on the Employment Act of Republic of Singapore. Consequently, they form an integral part of your contractual terms and conditions of employment with Kino Biotech.

The term "employee" or "you" in this document refers to any person who has signed a Letter of Appointment that commences their employment with the company.

The term "KBS" refers to Kino Biotech Pte Ltd.

# 3.3 Manpower Requisite

A manpower requisition form will have to be completed by the respective Supervisors/Managers and approved by the Department Director before providing it to HR department for recruitment to be carried out. The Department Director is required to explore on the possibility of having the vacant position to be filled up by an existing employee within Kino Biotech before deciding on whether to recruit from externally.

# 3.4 Appointment

### 3.4.1 Letter of Appointment

Every new employee hired by the Company will receive a letter of appointment stating the terms and conditions of employment in addition to those contained in this Handbook.

#### 3.4.2 Personnel File & Submission of Documents, etc.

On being employed, you will be required to submit documents, certificates, references, photographs (passport size) and any other information as may be required by the Company. These documents will be put into the Personnel file of the individual. Henceforth, all official documents related to the employment of this individual will be put into the Personnel file.

#### 3.4.3 Change of Personal Particulars

Employees must inform the Human Resource Department immediately of any changes in their personal particulars so that your personal records with the company can be updated. These will include:

- Name, home address and telephone number;
- Marital status (if you are married with children, please provide marriage certificate & child's birth certification);
- Nationality;
- Additional qualifications/training received;



### 3.4.4 Probationary Period

Category	Classification	Job Title	Probation Period
Staff Level	S1-1 (Senior Officer) S1-2 (Officer) S1-3 (Warehouse) S1-4 (Retail)	Senior Officer, Officer, Customer Care, Warehouse Assistant, Driver, Warehouse Supervisor, Sales Promoter, Beauty Supervisor, Beauty Advisor etc.	3 months
Executive Level	E1-2 (Executive) E1-3 (Junior Executive)	Executive, Junior Executive, Management Trainee, Designer, Nutritionist	3 months
Senior Executive Level	E1-1 (Senior Executive)	Senior Executive	6 months
Managerial Level	M1-1 (GM – HOD) M1-2 (Senior Manager – HOD) M1-3 (Manager) M1-4 (Assistant Manager)	Assistant Manager/ Manager/ Senior Manager/General Manager	6 months
Top Management Level	D1-1 (Top Management) D1-2 (Top Management)	Chairman, Director, CEO, CFO, COO, Capabilities Development Director, Product Development Director	6 months

For Staff & Executive level and below, your probationary period, unless otherwise stated in your letter of appointment, is three (3) months.

Such probationary period may be extended, if performance is unsatisfactory or if the three (3) or six (6) months have been insufficient for evaluation.

Should the Company find you to be not of the right fit after the end of your probation, the Company reserves the right to extend your probation or cease your employment at the end of the probation period.

You will be informed of the outcome of your probation after your Probation Performance Appraisal is done.

### 3.4.5 Confirmation & Performance Appraisal

The first appraisal will be done before the end of your probation period for the confirmation of your employment with the company. Upon successful completion of your probation, a "Letter of Confirmation" will be issued in writing to you.

Thereafter, an annual appraisal of your performance will be conducted in December of the following year. Your immediate supervisor will be required to submit a report on your performance.

During the appraisal, you will have the opportunity to discuss your past performance with your immediate supervisors and to set goals and objectives that will be reviewed in future appraisals.



#### 3.4.6 Orientation

Orientation will be held during your first day at work. The orientation includes the introduction of the Company and the respective key personnel in the company. In addition, you will also be briefed on the Company's Policies, Procedures and Practices.

You will be introduced to your supervisor or manager who are responsible for your overall work performance during your employment with the Company.

# 3.5 Career Development

#### 3.5.1 Transfer

You may be transferred from one department or within the Group at the discretion of the Management. You will be required to carry out such duties as required in your new assignment.

#### 3.5.2 Promotion

The Company believes in the policy of promoting from within. This means we recognize our internal employees' potential, and that priority is given to present employees who meet the required standards of a higher position.

Generally, an employee who has been selected for promotion undergoes a probationary period of three (3) months or six (6) months depending on the job position and job scope.

#### 3.5.3 Training

During the 1st week of work, you will be given relevant training, either classroom training or onthe-job training which will be necessary to perform your assigned duties before you officially 'Go Live'.

You may be required to go for work-related training conducted by external trainers. All employees are required to fill in the Training Evaluation Form and submitted to the Human Resource Department within three (3) working days from the last day of the training for management's assessment of the effectiveness of the training provided.

### 3.6 Hours of Work

Your working hours or scheduled working hours are either stated in your employment contract or scheduled provided by your immediate supervisor.

#### 3.6.1 Start Work

Employees are expected to be on time, dressed appropriately and ready for work at their work station 5 minutes prior to the START and until the END time of their normal shift/time. Excessive absence or tardiness will not be tolerated.

#### 3.6.2 Break

Employees are required to be at their work station until the START of their lunch/dinner or break period, and to be back at their work station at the END of their lunch/dinner or break period.



#### 3.6.3 Overtime

Employees earning less than SGD2,500.00 and below, shall be eligible for overtime payment. However, the overtime rate payable is capped at the salary level of \$2,250.

For work done after your official scheduled hours/shifts or on Off Days, overtime payment will be at a rate of 1.5 times your hourly basic rate of pay. Alternatively, the company might compensate you based on 1.5 times of hourly off-in-lieu.

Overtime payment will only be paid if you fulfil the following conditions:

- 1. Work hours must exceed 44 hours within a week;
- 2. OT must be at least 30 (thirty) minutes after the official working hours
- 3. Obtain approval from your immediate supervisor <u>BEFORE</u> overtime is performed.

Employees of Executives level category and above are expected to arranged and carry out work beyond the stipulated hours as and when necessary without any additional overtime payments.

#### 3.6.4 Attendance & Absenteeism

Every employee will have to clock in and out before and after work by using the in-house Punch Card Machine. Attendance and punctuality are part of the annual performance criteria reviewed in our Company.

Any employee who clock in after 8.45am shall be considered late and the company reserve the rights to deduct employee salary subject to company discretion.

To ensure that the work schedule in your Department is not disrupted, you must keep your immediate superiors informed of your whereabouts during working hours.

If you are unable to report for work due to emergencies, you must notify your immediate superior and HR at once and if possible <u>BEFORE</u> the start of your work. Short Messaging Service (SMS) are not allowed as a form of notification.

Failure to report absences shall be considered Absence without Leave and will be treated as Unpaid Leave. It will be deemed that you have voluntarily left the Company's employment if you are absent for more than two (2) days/scheduled shifts without prior approval or reasonable reason.

All medical leave(s) must be reported one (1) hour in advance prior to your working hours and medical certificate(s) are to be submitted to HR with your direct Supervisor/Manager approval within the next three (3) working days.



# 3.7 Payment of Salary

Employees are to provide a valid Singapore POSB/DBS bank account number (the bank must be on the GIRO scheme) for direct deposit of their salaries, allowances & other payments.

Salary will be paid to in accordance to the following, unless stated otherwise in your employment contract:

Full Time : once a month into your bank account on 1<sup>st</sup> day of each month
 Part Time : once a month into your bank account on 7th day of each month

Employees are to check their pay-slips and notify the Payroll Department of any discrepancy within seven (7) days from the day that the salary is received. Unless employment with the company has ended, the final salary payment will be paid to employee(s) via cheque on the last working day.

### 3.8 Commission

All beauty advisor and Sales Promoter will be eligible for commission as per company policy. The company reserved the right to adjust the commission scheme whenever deem necessary. All Commission will be computed based on sales value less 7% GST.

#### i) BEAUTY ADVISOR COMMISSION SCHEME

#### **COMMISSION FOR OG COUNTER**

Commission will be computed based on printed month-end report from OG. Special events like private sales will not be included in the computation of commission.

The range of commission percentage given out will be as followed upon achieving counter target:

Albert Complex Monthly Counter Target Commission		
40k & below 3%		
40k - 70k	5%	
70k & Above	7%	

Peoples' Park Monthly Counter Target Commission		
30k & below 3%		
30k - 60k	5%	
60k & above	7%	

Orchard Point Monthly Counter Target Commission		
25k & below	3%	
25k - 50k	5%	
50k & above	7%	



#### Per Ticket Incentive (All OG Counters)

Per Ticket Incentive will be computed based on cash memo and tally against OG sales report. It will not be applicable for special events like private sale.

Per Ticket Incentive Entitlement as per below table:

Ticket Value	Pay-out Value
\$200 & above	\$2
\$350 & above	\$4
\$500 & above	\$8
\$800 & above	\$15

#### ii) SALES PROMOTER COMMISSION SCHEME

#### A. SALES COMMISSION - FULL TIME

#### **Pharmacy Store & Departmental Stores**

**Monthly Commission** (It includes all promotion such as Close door events at store and less 20% instore promotion)

Monthly Sales Figure	Percentage
\$1 - \$12,000	3%
\$12,001 - \$25,000	5%
\$25,001 and above	7%

Atrium Sales Commission: Atrium sales commission is to be included into individual sales.

#### **B. SALES COMMISSION - PART TIME**

All Part Timer will be entitled to commission based on <u>DAILY</u> target. It will be computed based on duplicate receipts from cashier or <u>scanned sales</u> obtained from buyers.

These targets are inclusive of atrium sales

Daily Target	Percentage
\$1 - \$499	2%
\$500 - \$999	4%
\$1000 and above	6%



# 3.9 Quarterly Incentive

Effective 1 April 2016, all full-time and part-time sales promoters and OG beauty supervisors/advisors will be eligible for quarterly incentive if he/she has achieved quarterly target set as stipulated. Newly joined promoters and OG beauty supervisors/advisors that have joined after 15<sup>th</sup> at the start of every quarter will be fitted into scheme from the next quarter onwards. Incentive will be computed based on 3 months of total sales achieved.

Incentive Entitlement will be as per below table:

Quarterly Sales Achieved	Entitlement
Below \$30,000	\$ 50 Product Voucher
\$30,001 - \$50,000	\$150 Product Voucher
\$50,001 - \$75,000	\$300 Product Voucher
\$75,001 and above	\$600 Product Voucher

# 3.10 Cessation of Employment

### 3.10.1 Resignation/Termination of Employment

Employment may be terminated at any time by the employees or the Company. A written notification of the employees' intention to resign or termination of contract of service must be given to their immediate superior. A copy of the resignation letter should also be copied and forwarded to the Payroll department.

Unless otherwise stated in your letter of appointment, both parties may terminate the contract of service at any time by giving the required notice or payment in-lieu.

NOTICE OF TERMINATION					
For Probati	For Probationary Full Time Employees:				
Category	Classification	Job Title	<b>Notice Period</b>		
Staff Level	S1-1 (Senior Officer) S1-2 (Officer) S1-3 (Warehouse) S1-4 (Retail)	Senior Officer, Officer, Customer Care, Warehouse Assistant, Driver, Warehouse Supervisor, Sales Promoter, Beauty Supervisor, Beauty Advisor etc.	1 week		
Executive Level	E1-1 (Senior Executive) E1-2 (Executive) E1-3 (Junior Executive)	Senior Executive, Executive, Junior Executive, Management Trainee, Designer, Nutritionist	2 weeks		
Managerial Level	M1-1 (GM – HOD) M1-2 (Senior Manager – HOD) M1-3 (Manager) M1-4 (Assistant Manager)	Assistant Manager/ Manager/ Senior Manager/General Manager	1 month		
Top Manageme nt Level	D1-1 (Top Management) D1-2 (Top Management)	Chairman, Director, CEO, CFO, COO, Capabilities Development Director, Product Development Director	1 month		



NOTICE OF TERMINATION				
For Confirmed Full Time Employees:				
Category	Classification	Job Title	<b>Notice Period</b>	
Staff Level	S1-1 (Senior Officer) S1-2 (Officer) S1-3 (Warehouse) S1-4 (Retail)	Senior Officer, Officer, Customer Care, Warehouse Assistant, Driver, Warehouse Supervisor, Sales Promoter, Beauty Supervisor, Beauty Advisor etc.	1 month	
Executive Level	E1-3 (Junior Executive)	Junior Executive, Management Trainee	1 months	
Executive Level	E1-1 (Senior Executive) E1-2 (Executive)	Senior Executive, Executive, Designer, Nutritionist	1.5 months	
Managerial Level	M1-1 (GM – HOD) M1-2 (Senior Manager – HOD) M1-3 (Manager) M1-4 (Assistant Manager)	Assistant Manager/ Manager/ Senior Manager/General Manager	2 months	
Top Management Level	D1-1 (Top Management) D1-2 (Top Management)	Chairman, Director, CEO, CFO, COO, Capabilities Development Director, Product Development Director	3 months	

Earned or accrued leave or unconsumed public holidays shall not be used to offset any portion of the period of notice without the approval of the Management. However, the Company reserves the right to waive the full notice or part of the period of notice in special circumstances.

Notwithstanding the foregoing, the Company reserves the right to terminate without notice, the service of any employees found guilty of misconduct inconsistent with the fulfillment of the expressed or implied conditions of service. This will be construed as a dismissal.

#### 3.10.2 Exit Interview

Upon leaving the Company, employees are required to go through an Exit interviews with at least one representative from the Human Resource Department. The purpose of the interview is for you to provide us with feedback to better our internal procedures in the future.

#### 3.10.3 Return of Company's Property

All documents (drafts, notes, photocopies, diskettes, graphics, books etc.) that employees have acquired through Kino Biotech in relation to work are property of the Company. An employee who leaves the company has the obligation to return these documents, without keeping copies. All other company owned equipment or items not mentioned above should also be surrendered to the Human Resource Department on your last day of service. The replacement value of any items not returned or any outstanding amount due to the Company will be deducted from their final salary payment.



### 3.10.4 Withholding of Income Tax

The Company reserves the right to withhold remaining wages of a foreign employee who has ceased employment until he/she has cleared his/her payment with the Inland Revenue Authority of Singapore or when the Inland Revenue Authority of Singapore gives its instruction to release monies to the employee concerned.

#### 3.10.5 Retirement

The retirement age shall be 62 years subject to the employee being examined annually and certified medically fit by the Company's appointed doctors to continue employment.

# 3.9 Re-Employment Policy

In line with the initiative to help older employees remain economically productive, employees who are reaching 62 years of age will be offered Re-employment up to the age of 65 with Kino Biotech depending on these two (2) criteria:

- (i) Employee is medically fit to continue working **AND**
- (ii) Employee's work performance is satisfactory

The Re-Employment process shall be carried out in accordance with the following procedures:

- a) **Stage One (1):** Engage the Employee at least six (6) months before age 62 with a Reemployment Consultation Session which will cover the following:
  - (i) Communicate the possibility of variations in remuneration and re-deployment.
  - (ii) Manage expectations on re-employment.
  - (iii) Understand employees' concerns.
- b) Stage Two (2): Offer the Re-Employment Contract or Non-offer of Re-employment Letter to the Employee three (3) months before age 62. If a Re-Employment Contract is offered, the contract is subject to the Employee being medically fit to continue working after going for a Medical Examination and certified by the Doctor.
- c) Stage Three (3): The Re-Employment Contract will only be valid once the Employee reaches age 62 till 65. After which, an annual renewable contract will be offered to the Employee based on these two (2) criteria:
  - (i) Employee is medically fit to continue working AND
  - (ii) Employee's work performance is satisfactory



# 4 <u>COMPENSATIONS AND BENEFITS</u>

# 4.1 Holiday Entitlements

All employees are entitled to paid holidays gazetted by the Government during the time that he/she is employed on an earned basis.

The 11 gazetted public holidays are:

- New Year's Day;
- Chinese New Year (two days);
- Hari Raya Puasa;
- Hari Raya Haji;
- Good Friday;
- Labour Day;
- Vesak Day;
- National Day;
- Deepavali; and
- Christmas Day.

Type of worker	PH falls on a Weekday	PH falls on Saturday	PH falls on Sunday	Take approved AL/MC on a PH
Office Staff 5 Days work per week (Mon-Fri)	Working: No replacement of OFF-IN-LIEU as they are not required to work.	Not working: Replace 01 day of OFF-IN-LIEU. To be claim within the month.	The next following day (Monday) will be a PH.  Unless requested by to work, as such will provide 1 day of OFF-IN-LIEU	Even if you are granted medical leave by a doctor, you are not entitles to paid sick leave
Retail Staff on Shift work 6 Days work week (Mon- Sun)	Working: Replace 01 day OFF-IN-LIEU if they are required to work.	Working: Replace 01 day OFF-IN-LIEU if they are required to work.	Working: Replace 01 day OFF- IN-LIEU if they are required to work.	Even if you are granted medical leave by a doctor, you are not entitles to paid sick leave.

# 4.11 Replacement Off

Replacement off is only applicable for employees below managerial level for work done out of the statutory working hours with prior approval from immediate superior.

To apply for replacement off, employees are to submit leave form with immediate superior approval and submit to HR department prior consuming your replacement off.



### 4.2 Leave Entitlements

An employee has passed her/his probation will be entitled to only a pro-rated number of days of annual leave, in accordance with the entitlement stated in the letter of appointment, if he/she does not complete a calendar year of service during his/her first year of appointment.

Employee may be granted unpaid leave, if he/she is not eligible for annual leave or has used up his/her annual leave. Any excess of usage of annual leave will lead to deduction of employee's salary.

If an employee has worked for less than one whole year (i.e. less than 12 months), his/her annual leave should be pro-rated using the following formula: (No of months in service/12) x annual leave entitlement.

Annual Leave(s) not taken by the end of the calendar year may be carried forward up to the following calendar year and has to clear by end of March. Else, it shall deem as forfeiture.

All Off-In-Lieu (OIL) earned must be utilized within 01 months from the day of the OIL is earned or else forfeited if un-utilized.

Every confirmed employee shall be granted annual leave as set out below the chart:

Level Category	Classification	1 <sup>st</sup> year of services	Subsequent 12 months continuous service	Maximum up to	
Top Management	D1-1 (Top Management)	21 days		21 days	
Level	D1-2 (Top Management)	21 days	-	21 days	
	M1-1 (GM – HOD)				
Managerial Level	M1-2 (Senior Manager – HOD)	16 days	1 day	21 days	
Wanagenar zever	M1-3 (Manager)	10 00,5			
	M1-4 (Assistant Manager)				
	E1-1 (Senior Executive)				
Executive Level	E1-2 (Executive)	14 days	1 day	21 days	
	E1-3 (Junior Executive)				
Staff Level	S1-1 (Senior Officer)				
(S1-1 to S1-3)	S1-2 (Officer)	12 days	1 day	18 days	
	S1-3 (Warehouse)				
Staff Level	S1-4 (Retail)	10 days	1 day	18 days	
(S1-4)	JI 4 (Neturi)	10 days	± uuy	10 00,3	



### 4.2.1 Leave Application

Applications for annual leave must submit leave application form to your Department Heads through your immediate superior for approval.

Company reserves the right to reject/counter-propose the dates of your leave application due to operational exigencies.

Leave applications are to be submitted in advance before going on leave. The required days of advance notice for leave application is as follow:

- a) Annual Leave(s) must be taken at least five (5) days in advance.
- b) Any annual leave must be taken at least (3) months in advance if is more than (5) days continuous.
- c) Leaves taken three (3) days or less in advanced are considered as Urgent Leave(s). Supporting documents for your urgent leave have to be submitted together with your leave application form.
- d) Off-in-lieu forms should be submitted to your respective supervisor or manager for approval.

Your approving officer is responsible to update you on the status of your leave application at least 3 days prior to your applied leave. Written approvals are to be obtained prior to your leave.

For urgent leave, leave form must be submitted to your Supervisor or Manager for approval and submit to HR within next three (3) working day upon returning to work. Failure to submit MCs will result in a deduction of 1 day's salary (considered as unpaid leave) even though un-utilized leave balances are available. Unauthorized absence from work will be dealt with seriously.

### 4.3 Sick Leave

Any employee who had worked for three (3) months will be entitled to paid sick leave on an earned basis, not exceeding in the aggregate:

- (a) Fourteen (14) days in each calendar year for Paid Outpatient non-hospitalisation leave
- (b) Sixty (60) days in each year for hospitalisation leave includes the 14 days outpatient sick leave entitlement. (mutually inclusive)

PAID Hospitalisation leave means an employee is deemed to be hospitalised if he/she is certified by a doctor to be in need of hospitalisation. He/She does not necessarily have to be admitted in a hospital.

An employee who falls sick on his/her annual leave, his/her absence from work would still be treated as annual leave and not sick leave.

All Medical Certificates (MCs) must be submitted to your Supervisor or Manager within next three (3) working day upon returning to work. Failure to submit MCs will result in a deduction of 1 day's leave (considered as annual leave) even though un-utilized leave balances are available. Disciplinary actions will also be taken against you for any unauthorized absence from work.



# 4.4 Maternity Benefits & Leave

All confirmed employee will be entitled to new born "ang pow" at \$\$250.00 per delivery. Employee is required to submit the birth certificate together with the claim form to HR Department upon returning from maternity leave.

#### 4.4.1 Eligibility and Entitlement under Child Development Co-Savings Act

An employee is entitled to 16 weeks of maternity leave if he/she is covered under the Child Development Co-Savings Act or 12 weeks of maternity leave, depending on whether your child is a Singapore citizen and other criteria.

The Child Development Co-Savings Act covers all parents of Singapore citizens, if all four of the following conditions are met:

- 1. The child is a Singapore Citizen;
- 2. The child's parents are lawfully married; and
- 3. The employee has served her employer for at least 90 days before the child's birth.

**Before delivery:** 4 weeks (1st-4th week) **After delivery:** 12 weeks (5th-16th week)

Even if the employee is a foreigner or permanent resident, she will also be entitled to maternity leave benefits under the Child Development Co-Savings Act.

#### Please refer to the below table:

Applicable to Singapore Citizen child				
(one of the pare	(one of the parents has to be a Singapore citizen):			
	First child	Second child	Third and subsequent child	
Entitlement	16 weeks of paid maternity leave			

Applicable to fo	Applicable to foreigner or President Resident child:			
	First child Second child Third and subsequent child			
Entitlement	8 weeks of paid maternity leave and 4 weeks of		Unpaid leave	
	optional unpaid leave			

Employees who are eligible for Child Development Co-Savings Act are required to provide supporting documents and submit a declaration form to the Human Resource department at least one week before going on maternity leave. This will allow us to verify your eligibility before granting your leave.

Employer may claim reimbursement from the Government for the last eight weeks for the first and second confinements and all 16 weeks for the third or subsequent confinements.

If the employee does not qualify for maternity leave under the Child Development Co-Savings Act, payment beyond the first eight weeks is voluntary and subject to contractual agreement.



#### Employees with twins or more children

An employee who gives birth to twins will be treated the same way as an employee who gives birth to a single child. It will be considered as a single confinement and she will not receive double maternity benefits.

#### **Employees with abortions or miscarriage**

Maternity leave benefits do not apply to such cases. However, the employee will be entitled to paid sick leave if she satisfies the qualifying conditions for paid sick leave.

#### Employees fall sick during maternity leave

Employees are not entitled to paid sick leave while on maternity leave. Employees are not eligible to claim for medical expenses incurred in connection with the delivery of her child.

# 4.5 Paternity Leave

The Government recognizes that fathers play an important role in raising children. To emphasize the importance of shared parenting responsibility, and to support fathers in bonding with and caring for their newborn, working fathers will receive 1 week of Government-Paid Paternity Leave, to be taken within 16 weeks after the birth of their Singapore Citizen Child. Paternity leave can be taken flexibly within 12 months after the birth of the child, if there is mutual agreement between the company and employee.

Working fathers will be entitled to 1 week of Government-Paid Paternity Leave for all births provided they meet the following criteria:

- 1. Child is a Singapore Citizen born on or after 1 May 2013;
- 2. The child's parents are lawfully married;
- 3. Father must have served his employer for a continuous duration of at least 3 calendar months immediately preceding the birth of the child.

The 1 week of paternity leave will be funded by the Government (capped at \$2,500 including CPF contributions). Employers will be required to provide the 1 week of paternity leave for births on or after 1 May 2013. However, employers may offer the paternity leave, on a voluntary basis, to employees with children born on or after 1 Jan 2013.

Employee must complete the Government-Paid Paternity Leave Scheme Declaration Form and submit together with the leave application form to Human Resource at least 1 week prior to the commencement of the intended maternity leave period. Paternity leave cannot be used to offset notice period during resignation.



### 4.6 Childcare Leave

### 4.6.1 Eligibility and Entitlement under Child Development Co-Savings Act

An employee is entitled to six days of childcare leave per year if he/she is covered under the Child Development Co-Savings Act. The Child Development Co-Savings Act covers all parents of Singapore citizens, if all four of the following conditions are met:

- 1. The child (including legally adopted children or stepchildren) is below <u>seven (7) years of</u> age;
- 2. The child is a Singapore Citizen;
- 3. The child's parents are lawfully married (including divorced or widowed parents); and
- 4. The employee has worked for the employer for at least three months.

The number of days of paid childcare leave a new employee is entitled to depend on his/her service period. Likewise the number of days a paid childcare leave for an employee during his/her last year of employment depends on his/her service period:

Number of completed months of service	Eligible childcare leave (days) for new employees	Eligible childcare leave (days) for employees ending their contract
1	Not eligible	0 (if employee has worked with employer for less than three months)
2	Not eligible	2 (if employee has worked with employer for more than three months)
3	2	2
4	2	2
5	3	3
6	3	3
7	4	4
8	4	4
9	5	5
10	5	5
11	6	6
12	6	6

Employees who are eligible for Child Development Co-Savings Act are required to provide supporting documents and submit a declaration form to the Human Resource department at least one week before going on childcare leave. This will allow us to verify your eligibility before granting your leave. A carbon copy of the child's Birth Certificate must be furnished upon signing of your employment contract.

Any unused Childcare Leave not taken during the calendar year shall be forfeited. Childcare Leave is not transferrable between spouses.

The first 3 days of childcare leave will be employer-paid and the last three days Government-paid (capped at \$500 per day, including CPF). Regardless of the number of children, the total childcare leave entitlement for each parent is capped at six days per year until the year the child turns seven years old.



Parents of non-citizens children (below 7 years old) can get 2 days of childcare leave per calendar year under the Employment Act.

Childcare leave is capped at 2 or 6 days per calendar year regardless of the number of children who qualify. Unused childcare leave cannot be transferred, monetised or carried forward to the following year. Childcare leave cannot be used to offset notice period during resignation.

#### 4.6.2 Extended Childcare Leave

The Government recognizes that working parents will also need time away from work to see to their children's needs when they are in primary school. From 1 May 2013, each parent will be entitled to 2 days of Government-Paid Child Care Leave if they have a Singapore Citizen Child between the ages of 7 and 12.

Working parents will be entitled to the 2 days of Government-Paid Child Care Leave per parent per year if they fulfill the following criteria:

- 1. Child is between 7 and 12 years of age on or after 1 May 2013;
- 2. Child is a Singapore Citizen;
- 3. Parent is lawfully married;
- 4. Parent must have served his or her employer for a continuous duration of at least 3 calendar months.

Parents with children in both age groups, i.e. those below 7 years, as well as those between 7 and 12 years, will have a total child care leave entitlement of 6 days per year for each parent.

The 2 days of child care leave for parents with children between the ages of 7 and 12 will be funded by the Government (capped at \$500 per day including CPF contributions).

Any unused Extended Childcare Leave not taken during the calendar year shall be forfeited. Childcare Leave is not transferrable between spouses.

Employee must complete the Government-Paid Childcare Leave Scheme Declaration Form together with the leave application form and submit to Human Resource at least 1 week prior to leave application.

A copy of the child's birth certificate (or legal adoption papers etc) shall be submitted to Human Resource before submission of leave application. The Company reserves the right to reject such leave application if employee fails to provide the relevant supporting documents.



# 4.7 Compassionate Leave

Employees who have been confirmed on their appointment shall be entitled to <u>two (2) days</u> of paid absence from work in the event of death of immediate family member: spouse, child, parent or parent-in-law.

Where compassionate leave is granted, employee must produce evidence to the satisfaction of the Company to qualify for such paid special/compassionate leave. Employees should obtain a certification from the Doctor/Hospital concerned. Compassionate leave shall commence immediately on the day death/critical illness occurs.

The immediate superior must be notified on such absence immediately. If you are unable to do so, you must arrange for your family member or relative to contact your immediate superior or Human Resource department immediately.

All confirmed employee will also be entitled to Condolence Fund at \$\$250.00 per occurrence.

### 4.8 Shared Parental Leave

All working father will be entitled to 1 week of shared parental leave provided you meet the following requirements:

- 1. Your child is a Singapore citizen.
- 2. The child's mother qualifies for Government-Paid Maternity Leave (GPML).
- 3. You are lawfully married to the child's mother.

Shared Parental leave can be taken flexibly within 12 months after the birth of the child, if there is mutual agreement between the employer and employee.

Employee is required to decide on the leave arrangement with your spouse at least 2 months in advance before your child is born. Subsequently, your spouse must register the sharing of leave online via the Shared Parental Leave Allocation System (SPLAS) with her SingPass in order for the company to process the leave.

Thereafter, you are required to inform the company at least one month in advance together with the declaration and leave application form to HR Department. Upon returning to work, you are required to provide the birth certificate of your new born baby to the Human Resources department.



# 4.9 Unpaid Childcare Leave

All working parents will be entitled to 6 days of **unpaid** childcare leave provided you meet the following requirements:

- 1. Your child (including legally adopted children or step-children) is below 2 years of age.
- 2. Your child is a Singapore citizen.
- 3. You have served your employer for a continuous period of at least 3 months.

Employees who are eligible for the paternity leave are required to provide the birth certificate of your child and submit together with the declaration and leave application form to the Human Resource department upon returning to work after your paternity leave.

# 4.10 Adoption Leave

Eligible adoptive mothers are currently entitled to 4 weeks of Government-funded adoption leave to bond with and care for their adopted infants.

As the mother of an adopted child, you are entitled to Government-Paid Adoption Leave (GPAL) if you meet the following criteria:

- Your adopted child is below the age of 12 months at the point of your formal intent to adopt.
- Your adopted child is below the age of **12 months** at the point of your **formal intent to adopt**. The "formal intent to adopt" happens:
  - i. For a local child: when you file the court application to adopt.
  - ii. For a foreign child: when in-principle approval is granted for a Dependant's Pass.
- The adopted child is a Singapore citizen.
- If the child is a foreigner:
  - i. One of the adoptive parents must be a Singapore citizen.
  - ii. The child must become a Singapore citizen within 6 months of the adoption.
- You must be lawfully married at the point of formal intent to adopt.
- You must have served your employer or been self-employed for a continuous period of at least
   3 months immediately before your formal intent to adopt.
- The adoption order must be passed within 1 year from the formal intent to adopt.

The adoption leave has to be utilised **before the child's first birthday**. Employee has to submit the declaration form together with the leave application form to Human Resources Department 1 week before you go on leave.

# 4.11 Military Service / Reservist

An employee will be entitled to paid time-off for military service or reservist training or routine report. He must inform his immediate supervisor as soon as he knows the dates of his absence or received the notification from the authorities.

Upon receipt of notification from the authorities, employee shall submit the notification together with the leave application form at least 2months in advance to the Human Resources Department in order to process the make-up claim.



### 4.12 Medical Benefits

### 4.12.1 Outpatient Medical & Dental Benefits

Effective 1<sup>st</sup> June 2016, all employees will be entitled to claim for both Medical and Dental expenses (mutually inclusive) as per entitlement below:

Level Category	Classification	Medical & Dental Entitlement	
Top Management	D1-1 (Top Management)	Unlimited Reimbursement	
Level	D1-2 (Top Management)	Onlimited Reimbursement	
	M1-1 (GM – HOD)		
Managarial Laval	M1-2 (Senior Manager – HOD)	S\$500 per calendar year	
Managerial Level	M1-3 (Manager)		
	M1-4 (Assistant Manager)		
	E1-1 (Senior Executive)	S\$500 per calendar year	
Executive Level	E1-2 (Executive)		
	E1-3 (Junior Executive)		
	S1-1 (Senior Officer)	C¢ 400 nor calandar year	
Staff Level	S1-2 (Officer)	S\$400 per calendar year	
	S1-3 (Warehouse)		
	S1-4 (Retail)		

The medical expenses reimbursement coverage is only for normal medical consultation and prescription while the dental expenses reimbursement coverage is only for normal filling, scaling, polishing and tooth extraction. Medical or dental claims without receipts or from non-registered medical practitioner / dentist shall not be entertained. The company shall have the sole discretion as to whether a claim for medical expenses shall be paid or not.

Employees are to attach the receipt together with the medical reimbursement form and submit to HR by 3<sup>rd</sup> of every month. Any reimbursement form received after 3<sup>rd</sup> of every month will be processed in the following month. All medical reimbursement will be paid out together with the salary.

The Company **shall not** bear the cost of any of the following out-patient or hospitalization treatment:

- a) Blood and topical allergy testing, X-ray, Lab test, routine physical examination, health check-ups or test not incident to treatment or diagnosis of an actual sickness or injury or any treatment which is not medically necessary.
- b) Cosmetic treatment or surgery of an optional nature eg. Plastic surgery, acne or double eyelids etc.
- c) Optical expenses for consultation and appliances, eye refraction or correction of eyes by all means, fitting of glasses, contact lenses or hearing aids.
- d) Expenses for treatment in mental cases.
- e) Expenses arising out of self-inflicted injury or illness.



- f) Expenses in respect of pregnancy, confinement or miscarriage or abortion or any complication arises from pregnancy.
- g) Expenses incurred in respect of illness or disablement arising out of attempted suicide, the performance of any unlawful act, and participation in any hazardous activities except when endeavouring to save human life, provoked assault, the misuse of drugs, or any breach of peace or disorderly conduct or any accident occurring whilst not on duty except while travelling to and from work.
- h) Any treatment for Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC).
- i) Outpatient treatment such as chemotherapy, radiation therapy and kidney dialysis.
- j) Preventive vaccinations.
- k) Expenses arise from Medication given on long term and or preventive basis for illnesses such as Hypertension, Kidney Failure, Asthma, Diabetes, Hepatitis etc.

Any of the provisions above, the Company, may on a case to case basis, and at its sole discretion, provide medical benefit in excess of those stated above.

Medical expenses cannot be accrued from year to year.

# 4.13 Work Injury Compensation Claim

The Work Injury Compensation Act covers all employees in general, who are engaged under a contract of service or apprenticeship, regardless of their level of earnings.

Employees are required to filled up the Incident Report Form & attach Police Report (if any), Medical Bill, & Medical Certificate (MC) provided by Polyclinic/Hospital within 3-5 working days from date of accident to the Human Resource department in order to process the claims' promptly.

Any delay in providing the required documents will be rejected or subjected to approval.

# 4.14 Allowances & Expenses

All expense claims must be indicated clearly in the expense claim form and supported by original receipts. Company has the rights to reject any claims if approval is not obtained from your line Supervisor/Manager prior to the purchase of equipment or procurement of service.

#### 4.14.1 Transportation

Transport/Mileage claims from office to home, may be made by an employee only in the following instances and with prior approval from the Department Director:

- a) Ends shift between 12am-6am,
- b) Carrying bulky office purchases, and or,
- c) Official Business Trip to meet clients or visit outlets

All taxi receipts must bear a written description of the trip/reason and must be approved by your Supervisor/Manager and endorsed by the Department Director before any claims can be processed.

Please fill up and submit the expenses claim form by 15<sup>th</sup> of each month to the Human Resources department in a timing manner.



#### 4.14.2 Mobile Allowance

Due to specific job nature, only certain employees shall be eligible for mobile allowances. It will be stated in the letter of appointment if you are eligible.

The mobile allowance entitlement shall be as follows:

Level Category	Classification	Mobile Allowance (SGD)	
Top Management	D1-1 (Top Management)	Unlimited Reimbursement	
Level	D1-2 (Top Management)	Ommitted Kembursement	
	M1-1 (GM – HOD)		
Managarial Laval	M1-2 (Senior Manager – HOD)	C¢00	
Managerial Level	M1-3 (Manager)	S\$80 per month	
	M1-4 (Assistant Manager)		
	E1-1 (Senior Executive)	SCCO por month	
Executive Level	E1-2 (Executive)	S\$60 per month	
	E1-3 (Junior Executive)	S\$50 per month	
	S1-1 (Senior Officer)	330 per month	
Chaff Lavial	S1-2 (Officer)		
Staff Level	S1-3 (Warehouse)	S\$40 per month	
	S1-4 (Retail)		

### 4.14.3 Grooming Allowance

All retail staff that is stationed at OG Departmental stores shall be eligible for grooming allowance of \$\$100.00 per month as stated in your letter of appointment.

### 4.14.4 Other Expenses

All other expenses incurred must be substantiated with proper receipts and a short description of the expense. For entertainments, the names of the company and the people entertained must be stated clearly and duly signed by the Department Director.

All expenses claim form must be submitted to finance department by 03<sup>rd</sup> of each month, in order to get the cheque on 10<sup>th</sup> of each month. All claims without supporting documentation will be void.



# 4.15 Quarterly Gift Voucher Entitlement

This is a privilege granted by the Company for all permanent employment employees and upon confirmation as a token of appreciation.

Effective 1st June 2016, all annual gift voucher entitlement will be revised from yearly to quarterly basis.

All confirmed employee will entitled to Quarterly Gift Voucher as set out below chart:

Level Category	Classification	Upon confirmation service Entitlement Vouchers (SGD)
Top Management	D1-1 (Top Management)	S\$400 per quarter
Level	D1-2 (Top Management)	S\$400 per quarter
	M1-1 (GM – HOD)	CC2EO por quartor
Managarial Laval	M1-2 (Senior Manager – HOD)	S\$350 per quarter
Managerial Level	M1-3 (Manager)	CÉ 200 a su susuitos
	M1-4 (Assistant Manager)	S\$300 per quarter
	E1-1 (Senior Executive)	S\$250 per quarter
Executive Level	E1-2 (Executive)	
	E1-3 (Junior Executive)	
	S1-1 (Senior Officer)	Sé 200 non quanton
Staff Level	S1-2 (Officer)	S\$200 per quarter
	S1-3 (Warehouse)	
	S1-4 (Retail)	

Quarterly Gift Voucher Entitlement will be given out on 1<sup>st</sup> of every quarter. Employees are to redeem before the next quarter entitlement. Any gift entitlement that is not redeemed before the next quarter shall be forfeited.

Quarterly Gift voucher claim will only redeem on normal items and not applicable for redemption on special buy, best buy or offer items.

For redemption, please submit the voucher together with claim form and submit to HR. Company will not be responsible or replacement of loss of the voucher.

### 4.16 Staff Purchase Entitlement

This is a privilege granted by the Company for all permanent employment employees and upon confirmation with limit of \$\$500.00 of retail price per month.

All confirmed employee staff purchase discount entitlement as set out below chart:

Level Category	Regular Pack	Promotion Pack
Manager	38%	25%
Executive	38%	25%
Staff	38%	25%



# 4.17 Birthday Gift

Effective 1<sup>st</sup> June 2016, all confirmed employees will be eligible for birthday gift given out as part of employee benefits. All confirmed employees will be entitled to S\$100 value of Kinohimitsu product voucher.

Employees are required to claim before end of your birthday month. To redeem, please submit the claim form together with the voucher to HR.

Company will not be responsible or replacement of loss of the voucher.

### 4.18 Marriage Leave

Employees who was been confirmed on their appointment shall be entitled to <u>two (2) days</u> of paid marriage leave. All confirmed employee will also be entitled to wedding Ang Pow of \$\$250.00 for their first marriage only.

Employees will need to submit their marriage certificate together with the leave application form to Human Resources Department.

### 4.19 Get Well Appreciation

In the event, where any confirmed employee is hospitalised and notified HR, HR shall arrange a get well basket to be send to either the hospital or the home of the employee.



# **5 CODE OF CONDUCT AND DISCIPLINE GUIDELINES**

The Company has adopted a Code of Conduct ("the Code") that applies to all employees. The Code sets out the principles to guide employees in carrying out their duties and responsibilities to the highest standards of personal and corporate integrity when dealing with the Company, its clients, its competitors, customers, suppliers, other employees and the community.

It is the responsibility of every employee to comply with the spirit and principles of the Code, as amended from time to time.

# 5.1 Dress Code & Grooming Standards

It is the Company policy to present a conservative and professional image to the clients we serve. Because every employee may at one time or another comes in contact with our clients, it is important for all employees to be dressed appropriately at the office every day.

# 5.2 Policy On Gifts, Present, Entertainment And Concessionary / Preferential Offers

Employees are not allowed to accept any gifts, presents, gratuities, cash or concessionary/preferential offers (including shares) from suppliers, business associates or members of the public under any circumstances. This is to avoid any conflict of interests and to ensure that employees are not placed under any obligation which can influence them in the proper discharge of their duties.

# 5.3 Attendance, Punctuality and Promptness

#### 5.3.1 Attendance

Every employee will have to clock in and out before and after work by using the Punch Card Machine. Attendance and punctuality are part of the Work Performance criteria reviewed in our Company during annual performance management review.

#### **5.3.2 Punctuality**

An employee is considered tardy if he is not in the office after the start of the work day. Habitual or repeated tardiness will be considered as inefficiency which shall be dealt with accordingly. Any employee who clock in after 8.45am shall be considered late and the company reserve the rights to deduct employee salary subject to company discretion. Alternatively, employee shall off-set against time worked after the official work day ends to make up for the period he/she is late for.

### 5.3.3 Promptness

The working days begin promptly at established time. It is important for the employee to be at his/her desk on time. In an organization where the flow of work shall depends on the cooperation and coordination across departments. The lateness of one person can delay and disrupt the daily operations of the company.



# 5.4 Company Property and Assets

Employees are responsible for company properties entrusted to them. These property include, but is not limited to physical properties (such as phones, computers), records (such as data on customers and company records), and intangible property (such as computer software and computer records). It is important that, whichever category the properties falls into, employees must treat KBS properties as they would of their own and must not damage it, deface it or remove it for personal use, unless authorised to do so.

Similarly, they are responsible for the proper expenditure of the company's funds including expenses. While spending or committing company funds, employees must be sure that the transaction is proper and documented, and that the company receives appropriate value in return.

# 5.5 Computers

Employees must use office computers, only in the way in which they have been instructed. They should protect their own password and not use anyone else's ID or password to access records.

Unless authorised, employees must not alter records or software instructions. They must always ensure that any software they use has been obtained from authorised suppliers and should only install software if they are permitted to do so.

Just as they must not misuse company properties, they must not dispose of any company property in an unauthorised manner, such as by selling, loaning or giving it away without authorisation given by the Department Director.

### 5.6 Tidiness

KBS aims to provide a pleasant working environment for all employees. For this reason, every employee has the responsibility in ensuring that the work premises remain orderly and clean.

### 5.6.1 Usage of Work Stations

Be Considerate. Desk must be kept tidy and free of unnecessary items at all times and all desks must be cleared before leaving at the end of your day. Bits and pieces of papers found lying on the floor near your workstation are to be thrown into the dustbins provided.

#### 5.6.2 Usage of Pantry Cupboard

Employees who bring food to work should not leave it lying around but keep them in an orderly manner.

Food should not be left half eaten on the tables or fridge as it might pose certain hygiene issues. All waste should be disposed of properly in the dustbins provided. Tables should be wiped after use. The fridge is to be cleaned thoroughly on a daily basis — anything left in it without clear markings or indication will be disposed every morning before 12 noon.



# 5.7 Proprietary Information & Intellectual Property

Kino Biotech wishes to disclose confidential information to the Employee during the course of his/her employment with Kino Biotech. The Employee regards the information that he/she will exchange in such discussions as commercially sensitive, proprietary and confidential.

In consideration of the mutual promises and covenants herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Employee agree to the following:

#### 5.7.1 Definition

As used herein, the term "Confidential Information" shall mean all information provided by Kino Biotech to the Employee in the form of the following:

- all technical and non-technical information including, without limitation, patent, trade secret and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, equipment, software programs, software source documents and formulae, any and all of which relate to the past, present, future or proposed products and services of Kino Biotech, and including, without limitation, information concerning research, experimental and development work, design details, specifications and marketing information, accounts and financial information, customer lists, business forecasts, sales and marketing plans, and all such other information which may be revealed to the Employee and which has been supplied in any form (whether print, hard copy, electronic, or otherwise) by Kino Biotech to the Employee and designated in writing, or orally and confirmed in writing, or orally by the Employee or
- b) tangible information, including all reproductions thereof, supplied in any form (whether print, hard copy, electronic, or otherwise) which has been disclosed by Kino Biotech to the Employee and marked as "Confidential," "Restricted," "Secret", or other similar term; or
- c) information which is disclosed orally and confirmed or orally in writing as "Confidential", "Restricted", "Secret", or other similar term.

### 5.7.2 Information Excluded

The following information shall not be subject to the obligations in this Agreement:

- a) information which is or becomes available to the public through no breach of this Agreement; or
- b) information which is already known to the Employee and can be shown to be in its possession at the time of disclosure; or
- c) information which is independently developed by either Party.



### 5.7.3 Non-Disclosure Obligations

The Employee agrees that it will keep secret and protect the confidentiality of any Confidential Information at all times and as herein provided, by:

- a) not disclosing any Confidential Information, or the fact that it has been obtained, to any third Party without the prior written consent from Kino Biotech; and
- b) not disclosing any Confidential Information to any employee(s) who do not have a reasonable need to know requirement vis-a`-vis such Confidential Information; and
- c) ensuring that all such employees who do have a reasonable need to know the Confidential Information have been informed of their confidentiality obligations regarding the Confidential Information and have agreed to be bound by them.

The Employee unconditionally guarantees that it will use the same degree of care with respect to non-disclosure of Kino Biotech's Confidential Information as the Employee uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.

In addition, the Employee shall, upon written request from Kino Biotech (i) return to Kino Biotech all tangible information disclosed to it hereunder, including all copies, and (ii) expunge all information disclosed to it hereunder, including all copies, residing in electronic form on its computers.

### **5.7.4 Rights**

- a) The disclosure of such Confidential Information to the Employee shall not cause it to have any rights for use or otherwise with respect to such Confidential Information except for the limited purpose(s) stated herein.
- b) No license, interest in or other proprietary right to the Employee under any patent or other similar intellectual property instrument now issued or hereafter issuing is granted or implied by the disclosure of any Confidential Information.
- c) Any violation by the Employee of the obligations agreed to in this Agreement may lead to a claim for damages or other legal injunctive remedies by Kino Biotech.
- d) This Agreement may be modified only by written agreement signed by both Parties.
- e) The Employee shall use the Confidential Information only in connection with its employment relationship with Kino Biotech as described in this Agreement, and shall make no other use whatsoever of the Confidential Information. By way of illustration, and not limitation, the Employee shall not use or cause to be used any Confidential Information in the course or pursuit of any commercial relationship, or any relationship with any Party or entity which is acting or may act in business competition with Kino Biotech.



### 5.7.5 Restriction on Competition

The Employee hereby consent, agree and undertake with Kino Biotech that the Employee shall within a period of twelve (12) months from the date of their resignation from Kino Biotech NOT TO DO the following:-

- (i) Either solely or jointly or on behalf of any person directly or indirectly carry on or be engaged in or interested in or be associated with any trade, business, activity, whether as principal, agent, employer, employee, partner, shareholder or in another capacity whatsoever in the business of functional & emotional drinks in Singapore.
- (ii) Solicit the customers of Kino Biotech or any person in Singapore who is or has been the customer of Singapore for the purpose of offering such customer goods or services similar to or competing with Singapore.

The Employee agrees and understands fully that the undertakings given herein are reasonable and is given with full knowledge of the effects and consequences of such undertakings.

### 5.7.6 Copyright

- Literary works (e.g., written works, source codes of computer programs)
- Dramatic works (e.g., scripts for films and dramas)
- Musical works (e.g., melodies)
- Artistic works (e.g., paintings, photographs)
- Published editions of the above works
- Sound recordings
- Films
- Television and radio broadcasts
- Cable programs
- Performances

The company holds and owns exclusive copyright to all material and works, including without limitation

# 5.8 Disclosure of Official Documents, Information and Trade Secrets

All documents, papers and information acquired in an employee's official capacity or otherwise should be treated as confidential and trade secrets of the Company. Employees must not copy, reproduce, extract, translate or in any way deal with them in a manner that is not authorised or allow others to do so, or disclose, publish or communicate them to the Press or to individuals whether directly or indirectly unless it is in the course of their official duties or if it is lawfully required or authorised by any Court of law or with authorisation from the Management. This clause shall continue to apply even after they are no longer employed by the Company.



# 5.9 Disciplinary Guidelines

All employees are expected to meet certain standards of performance, respect the rights and property of others, and follow the Company's rules and regulations.

The Company shall reserve the right to undertake disciplinary action on grounds of misconduct against the employee concerned for any misconduct, indiscipline or any breach of the Company's rules and regulations in accordance to the general principals of natural justice.

A serious misconduct shall be constructed as the occurrence of a major misconduct or a repetition of minor misconducts.

Depending on the gravity of the offence, progressive and appropriate disciplinary measures may be taken as follows:

- (i) Counselling;
- (ii) Warning Letter(s);
- (iii) Dismissal

The categories and examples of misconduct with the disciplinary actions which will be enforceable are as follow:

OFFENCES	DISCIPLINARY ACTION(S)
<u>ATTENDANCE</u>	
Applying for Medical Leave without a valid Medical Certificate	Counselling     Warning Letter(s)     Dismissal
Absence from work without approval	Counselling and Warning Letter (1st and 2nd Occurrence)     Dismissal (3rd Occurrence)
Excessive unplanned or unofficial leave	Counselling and Warning Letter (7 <sup>th</sup> and 10 <sup>th</sup> Occurrence respectively)     Dismissal (14 <sup>th</sup> Occurrence)
Unauthorized absence or break-time during working hours	<ul><li>Counselling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
PUNCTUALITY	
Not at the workstation during the designated starting time	<ul><li>Counselling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Excessive and/or Habitual tardiness	Counselling     Warning Letter(s)     Dismissal
DISHONESTY & FRAUD	
Falsification of time records, travel claims, expenses claims, etc.	Dismissal
Logging in on behalf of a colleague	Dismissal
Making a false or untrue statement	Dismissal
Theft	Dismissal



	<b>康樂</b> 生技
POOR PERFORMANCE & INCOMPETENCY	
Failing to adhere to the Campaign or Company's Standard Operation Procedure	<ul><li>Counseling</li><li>Warning Letter(s)</li></ul>
Failing to achieve KPIs	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
IMPROPER CONDUCT	
Misuse of Company's property for personal benefit(s)	Counseling     Warning Letter(s)     Dismissal
Unauthorized removal of and/or malicious damage to Company's property and/or premises	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Sleeping during official working hour(s)	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Bringing in non-employees into Company's premises without prior permission	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Smoking at non-designated areas	Counseling     Warning Letter(s)     Dismissal
Possession and/or consumption of alcoholic beverages	Counseling     Warning Letter(s)     Dismissal
Possession, consumption and/or abuse of drugs or other intoxicating agents on Company's premises	Counseling     Warning Letter(s)     Dismissal
Fighting	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Provocation	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Insubordination	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Use of vulgar or abusive language	<ul><li>Counseling</li><li>Warning Letter(s)</li><li>Dismissal</li></ul>
Gambling within Company's premises	Dismissal
Sexual Harassment	Dismissal
Immoral and/or Indecency behavior	Dismissal
Unauthorized disclosure of Company's or clients' confidential information to a third party	• Dismissal
Willful violation of any of Company's policies, procedures or regulations.	Dismissal

The above list is neither exclusive nor exhaustive and, therefore, it does not preclude the possibility of dismissal for other offences of similar gravity not specified.



### 5.9.1 Disciplinary Action

Following to an inquiry, disciplinary action may be taken. The disciplinary action to be applied will take account the seriousness of the case and any mitigating circumstances. The Management or immediate Supervisor/Manager may impose any one or combination of the following disciplinary action against an employee:

- 1. Verbal Warning
- 2. Written Warning
- 3. Final Written Warning
- 4. Formal action, which will include but is not limited to:
  - a. Suspension with/without pay for a period of time
  - b. Deduction of salary
  - c. Dismissal with contractual notice

### 5.10 The Grievance Procedure

We recognize the value and importance of full discussions in clearing up misunderstanding and preserving harmonious relations, hence the Company endeavour to preserve continuous and harmonious relations with employees, and make every reasonable effort to effect immediate full discussion to clear up misunderstandings and to investigate into any grievance of any employees from each and every department.

In pursuance of this mutual desire, an employee's grievance shall be dealt with in accordance with the following procedures:

- d) **Step One (1):** Any employee who has a grievance may, within three working days of its arising, bring the matter to the attention of his/her immediate superior or, where such grievance is against his/her immediate supervisor, to the attention of his/her Department Head, who shall give his decision within three working days from the date of reference to him/her.
- e) **Step Two (2):** If the employee concerned is aggrieved by the decision given under subclause (a) above, he/she may within three working days thereof, refer the matter to the Division Head for settlement, who shall give his/her decision within three working days from the date the matter was referred to him/her.
- f) **Step Three (3):** If the employee is still dissatisfied with the decision given under sub-clause (b) above, the employee may refer the matter to the HR Manager, who will represent the Management for settlement.

In the event of there being no settlement at the above steps, the matter shall be dealt with by the HR Director, whose decision shall be final.



# **6 WORK PLACE SAFETY AND SECURITY**

# 6.1 Accidents and Emergency Situations

The primary responsibility of the employees is to perform his/her duties in a safe manner in order to prevent injury to themselves and others.

As a condition of employment, employees MUST become familiar with, observe, and obey the rules and established policies for health, safety, and preventing injuries while as work. Additionally, employees MUST learn the approved safe practices and procedures that apply to their work.

If an employee has any questions about how a task should be done safely, he/she is under instruction NOT to begin the task until he/she discusses the situation with his/her supervisor. Together, they will determine the safe way to do the job.

**NO EMPLOYEE IS EVER REQUIRED** to perform work that he/she believes is unsafe or that he/she thinks is likely to cause injury or a health risk to themselves or others.

# 7 MISCELLANEOUS

# 7.1 Amendments

The Policies, Rules and Regulations contained in this Employee Handbook may be amended from time to time and will be conveyed to you if there are any changes. Employees are requested to check with their immediate Supervisor/Manager or the Human Resources Department if they have further questions or clarifications to be answered.

Notice of Amendments			
S/N	Date	Description of Amendment	Revision No.
1	7-Dec-15	First Release of Employee Handbook	0
2	1-Jun-16	<ol> <li>To revise employee benefits on Medical &amp; Dental Limit</li> <li>To revise Annual Gift to Quarterly Gift</li> <li>To revise notice period for Executive &amp; Managerial level</li> <li>To include Birthday Voucher</li> <li>To revise Wedding, New Born &amp; Compassionate contribution</li> <li>To include get well basket contribution for hospitalised employee</li> <li>To include Mobile &amp; Grooming allowance</li> <li>To include new commission scheme for retail staff</li> </ol>	1