



# 1 CODE OF CONDUCT AND ETHICS

## Policy

Employees are required to comply with the terms and conditions of the Company's Code of Conduct and Ethics set out in this Section 1.

## Scope

This policy applies to all employees.

## Details and Conditions

- (a) The Code of Conduct and Ethics governs areas including but not limited to:
  - (i) confidentiality;
  - (ii) intellectual property;
  - (iii) conflict of interest;
  - (iv) abuse of position;
  - (v) gift and hospitality;
  - (vi) misuse of information;
  - (vii) dress code;
  - (viii) discipline;
  - (ix) grievance handling;
  - (x) whistle blowing (details included in the Company's Whistle Blowing Policy); and
  - (xi) personal data protection.
  
- (b) Employees are encouraged to report any questionable conduct that may be in violation of the Company's Code of Conduct and Ethics.

## 1.1 Confidentiality

- (a) For the purposes of this Handbook, "**Confidential Information**" shall mean any information acquired by an employee or to which the employee had or was given access in the course of the employee's employment and which:
  - (i) is a trade secret of the Company and/or any of its related corporations or is otherwise the confidential property of the Company and/or any of its related corporations;
  - (ii) relates to any client, business partner or other contact of the Company and/or any of its related corporations;
  - (iii) relates to any client, supplier, business relationship, arrangement, contract or transaction between the Company and/or any of its related corporations, and any person; or
  - (iv) was acquired by the employee under a duty of confidentiality,whether represented in written, tangible, electronic or any other form.



- (b) Confidential Information shall include (but is not limited to) ideas, business plans, procedures, systems, inventions, algorithms, formulas, development, databases, electronic reproductions and transmissions, software programs (including the “look” and “feel” of such programs), research, technical or other representations, documentation, diagrams and flow charts, schedules, forecasts, strategies, marketing plans, terms of trade, customer lists, contact lists, business partner lists, business methods, rates of pay and benefits of employees, information relating to the financial performance, affairs, operations, business methods and/or work systems of the Company or any of its related corporations, and the existence of and details of the terms of any contract between the Company or any of its related corporations, and any third party, together with any information or material not listed above but which are confidentially disclosed by the Company or any of its related corporations or any client to the employee.
- (c) The employee shall not, except (and only to the extent) as authorised by the Company or required by the employee’s duties or by law:
  - (i) publish or disclose to any person or use for the employee’s own or another’s purpose any Confidential Information;
  - (ii) copy or reproduce in any form or on any media or device or allow others access to any Confidential Information; or
  - (iii) remove or e-mail any document or tangible item which belongs to the Company and which contains any Confidential Information from the Company’s premises at any time.
- (d) The employee shall, on request by the Company, return to the Company or delete all Confidential Information from any reusable material, and return or destroy (as the case may be) all other documents and tangible items which contain or refer to any Confidential Information and which are in the employee’s possession or under the employee’s control.
- (e) The employee shall use his/her best endeavours to prevent the unauthorised publication or disclosure or abuse of any Confidential Information.
- (f) The restrictions in this policy shall continue to apply after the termination of the employee’s employment hereunder without limit in time but shall cease to apply to any information or knowledge which may come into the public domain other than by any breach of this policy.
- (g) Employees should not, whether on duty or on leave, be interviewed by members of the mass media regarding the Company’s matters without the prior consent of the CEO.

## 1.2 Intellectual Property

- (a) For the purposes of this Handbook, the following expressions shall have the following meanings:
  - (i) **“Intellectual Property Rights”** means all copyright, registered or unregistered designs, unregistered design rights, trade marks (whether or not registered), rights protecting goodwill and reputation, service marks, rights or protections



equivalent or similar to copyright, topography rights, patents, petty patents, utility models, database rights, geographical indications, domain names, layout design rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting reputation designations and rights under any international convention for the protection of any of the foregoing, anywhere in the world, all other similar or corresponding proprietary rights and all applications for the same and all benefits, privileges, rights to sue, recover damages and obtain relief from any past, current or future infringements, misappropriation or violation of any of the foregoing; and

- (ii) **“Works”** means works of authorship, inventions, designs, discoveries, processes, formulae, trade secrets, research and development information, preparatory designs, design standards, specifications, notations, improvements, know-how, mask works, developments, documents, articles, reports plans, models, drawings, technical, functional or user documentation and any other materials whether or not patentable, copyrightable or subject to other forms of protection.
- (b) Each employee acknowledges and agrees that all rights, title and interest, including Intellectual Property Rights, in and to all Works developed, created, written, reduced to practice, produced, conceived, made or discovered by such employee, whether solely or jointly with others, in whole or in part:
- (i) at any time in the course of such employee’s employment with the Company;
  - (ii) with the aid, assistance or use of the Company’s resources, equipment, supplies, facilities or Confidential Information (as defined in Section 1.1); and/or
  - (iii) as a result of or in connection with any work, service or duty performed by such employee for the Company,

(all such rights, title and interests collectively the **“Company IP”** and all such Works collectively the **“Company Works”**) shall belong to, vest in and remain at all times in the Company solely and absolutely. Each employee assigns to the Company all such Company IP to which such employee is or may at any time during his/her employment with the Company be entitled by virtue of or pursuant to any of the laws in force anywhere in the world, for the full period of the protection of such Company IP including all renewals, reversions and extensions. Each employee further agrees that all materials, documents or computer media containing, comprising or which are necessary for the use of the Company IP are the property of the Company.

- (c) Each employee shall communicate forthwith to the Company full particulars of any Works embodying the Company IP.
- (d) Each employee shall, at the request of the Company, co-operate fully with the Company, to execute all such documents and give all such assistance as may be necessary or desirable at such locations as may be required by the Company in its sole discretion to effect, record or register the assignment of the Company IP to the Company absolutely or to protect, perfect, confirm, defend, police and/or enforce the Company’s rights in the Company IP. In the event that such employee fails, following 14 days’ notice from the Company, to execute any document or give any assistance as aforesaid, the Company shall have the right to do so in the place and stead of such employee as his/her lawfully appointed attorney and such employee undertakes to confirm and ratify and be bound



by any and all the actions of the Company pursuant to this Section 1.2 and such authority and appointment shall take effect as an irrevocable appointment.

- (e) Each employee waives any moral rights that he/she may have in respect of the Company Works under the Copyright Act (Chapter 63 of Singapore) and any other moral rights to which he/she is or may become entitled to under any legislation now existing or in future enacted, anywhere in the world, in respect of the Company Works.
- (f) An employee shall not, except (and only to the extent) as authorised by the Company or required by his/her duties, disclose, publish or use for his/her own or another's purpose any Works or any Intellectual Property Rights belonging to the Company.
- (g) An employee shall not, at any time or in any way question, dispute, infringe or do any act inconsistent with the Company's ownership of the Company IP.
- (h) Each employee represents, warrants and undertakes that:
  - (i) the Company Works are or shall be his/her original work and that he/she did not and will not copy wholly or substantially from any Works of any third party (unless instructed otherwise by the Company);
  - (ii) the Company Works or any part thereof do not and will not utilise or infringe any Intellectual Property Rights of any third party or give rise to any liability to pay royalty or other compensation; and
  - (iii) he/she has not and will not grant or assign the Company IP or any part thereof to any third party whatsoever anywhere in the world (unless instructed otherwise by the Company).
- (i) Each employee agrees to fully indemnify and hold the Company harmless from and against all costs, damages and expenses incurred as a result of his/her breach of any of the terms of this Section 1.2.
- (j) Unless otherwise agreed, an employee shall not be entitled to any compensation or payment for any exercise by the Company of its rights under this Section 1.2.

### **1.3 Conflict of Interest**

- (a) Employees are required to avoid situations where their personal interests may conflict with those of the Company. Employees should not compromise on professionalism and integrity in the conduct of their duties. This includes but is not limited to owning or having any interest in any business that may compete with the Company. Where such conflicts may exist, the employee is to make prompt disclosure of the same to the Company.
- (b) Additionally, during the employment period, except as permitted under this Handbook, an employee shall not directly or indirectly, whether for the employee's own account, on a part-time basis or otherwise, accept any position or provide any services to or otherwise, be engaged in, consulted on, assist or be otherwise concerned in any other business or company(ies) other than the Company, whether for consideration or not, unless otherwise authorised or directed by the Company in writing.
- (c) Conflicts of interest may arise in dealings:



- (i) between the Company and the employee;
  - (ii) between the Company and another company in which the employee has a substantial interest (such as, but not limited to, the employee holding 5% or more of equity interests, or holding key positions, etc.); and
  - (iii) between the employee and another company that has business dealings with the Company.
- (d) If there is any possibility that a conflict of interest may arise, the employee must disclose the details of such conflict in writing to his/her immediate superior (who should at least be a Head of Division) via a Conflict of Interest Declaration Form obtainable from HR.
- (e) Throughout the course of an employee's employment, care must be taken to avoid placing fellow colleagues in situations where conflicts of interest may arise.
- (f) Employees should not take up any directorship, consultancy, agency or employment outside the Company that would affect their ability to discharge their full duties to the Company.
- (g) Employees must not approve any transaction between the Company and:
- (i) themselves or their family members; or
  - (ii) any company in which the employee or his/her direct family members\* have a substantial interest.
- \*Family members, in the context of this Code, include the employee's spouse, children, children-in-law, step-children, siblings, parents and parents-in-law.*
- (h) Employees must not derive any improper benefits arising from activities performed in the course of their employment.
- (i) Employees must not obtain for themselves any property or business advantage that belongs to the Company.

#### **1.4 Abuse of Position**

- (a) Employees must not, by any improper use of Confidential Information (as defined in the Letter of Appointment) acquired in the course of employment, gain an advantage for themselves or any other person or cause any detriment to the Company.
- (b) Employees must not leverage their position in the Company to solicit or receive favours or monetary benefits from the Company's customers or any other person in exchange for any of the following:
- (i) granting such persons prices which are more favourable than the usual prices;
  - (ii) granting such persons commercial terms and conditions more favourable than the usual commercial terms and conditions;



- (iii) not having to properly pursue delinquent accounts; or
  - (iv) committing any act or omission that is detrimental to the Company.
- (c) Employees must not leverage their position in the Company to solicit or receive favours or monetary benefits from the Company's suppliers or any other person in exchange for any of the following:
  - (i) awarding such persons any contracts;
  - (ii) accepting prices and commercial terms and conditions that are not in the interest of the Company;
  - (iii) accepting inferior or defective products;
  - (iv) procuring an early settlement of accounts; or
  - (v) committing any act or omission that is detrimental to the Company.
- (d) Employees must not solicit the following from the Company's customers, suppliers or any other person for the benefit of themselves, family members, friends or any other parties:
  - (i) favours;
  - (ii) preferential offers or concessions;
  - (iii) gifts in any form, including but not limited to cash, personal loans\*, vacations, entertainment and property; or
  - (iv) directorship in the companies of customers or suppliers unless such appointments are approved by the CEO.

*\*Does not apply to loans from banks/financial institutions in the normal course of lending.*

## **1.5 Gifts and Hospitality**

- (a) Employees are expected to discourage the Company's customers and suppliers from giving personal gifts, granting favours or offering services to the employees. However, good sense shall prevail and be exercised to avoid offense and embarrassment to the Company's business counterparts.
- (b) The acceptance of any gift from the Company's customers or suppliers shall be disclosed to the Head of Division, who shall then decide on the disposition of the gift. In deciding on such disposition, prudence shall be exercised and factors such as value, frequency and publicity shall be taken into consideration.
- (c) As a general guideline, all hampers collected during year-end collections are to be passed to HR for collation and subsequent distribution to employees or for the benefit of employees during employee events.



## **1.6 Misuse of Information**

- (a) Employees must not make use of any Confidential Information, obtained in the course of employment, for any direct or indirect benefit to themselves or any other person and to the detriment of the Company.
- (b) Employees must not improperly use such Confidential Information to benefit their family members, any customers or suppliers of the Company or any other person.

## **1.7 Dress Code**

### **Policy**

Maintaining a professional and business-like appearance is very important to the success of the Company. The appearance of each employee is a reflection of the Company and the Company's work environment.

### **Scope**

This policy applies to all employees.

### **Details and Conditions**

- (a) Employees are expected to exercise good judgment and show courtesy by dressing, at all times, in a manner that is presentable and appropriate.
- (b) Heads of Division and line managers are responsible for ensuring the dress code policy is adhered to at all times by all employees.
- (c) Employees may opt for a business casual attire, in which case the Company expects it to exhibit common sense and professionalism. Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are not appropriate for a business casual attire.
- (d) The Company shall deal with employees who wear any attire that is inappropriate for the workplace on an individual basis, rather than subject all employees to a more stringent dress code for the appropriate business attire.
- (e) Fridays are dress-down days. Jeans and other more casual clothing are allowed on Fridays, provided that the employee is not meeting any customer, client and/or other business associates of the Company.

## **1.8 Discipline**

### **Policy**

The aim of the disciplinary procedures set out in this policy is to help and encourage employees to achieve and maintain the required standards of conduct and performance. Any violation of the Company's policies and rules may warrant disciplinary action.



## Scope

This policy applies to all employees.

## Details and Conditions

- (a) An employee who commits any misconduct, or whose performance is consistently below expectations, may be subject to disciplinary action by the Company.
- (b) The following are illustrations of what the Company considers or may consider as misconduct:
  - (i) failure to observe safety instructions of the Company;
  - (ii) committing acts of nuisance in the Company's premises;
  - (iii) performing careless or negligent work and endangering the lives of other employees or Company property;
  - (iv) failure to observe hours of work;
  - (v) failure to observe a proper dress code;
  - (vi) leaving the place of work without approval;
  - (vii) absence from work without permission or adequate reasons;
  - (viii) obtaining or attempting to obtain leave of absence by false pretence;
  - (ix) gambling of any form within the Company's premises;
  - (x) fighting, threatening or intimidating fellow colleagues with or without lethal weapons;
  - (xi) release of sensitive/Confidential Information concerning the Company to outside parties without the Company's prior approval;
  - (xii) committing computer crimes such as illegally gaining access to and altering the Company's computer programmes, committing unauthorised modifications of the Company's computer materials, interfering with or obstructing the lawful use of a Company computer, or disclosing passwords or access codes to an unauthorised user;
  - (xiii) misappropriation of the Company's funds and properties;
  - (xiv) demanding, offering or accepting bribes or any illegal gratification;
  - (xv) bringing or consuming intoxicants or drugs into the Company's premises;
  - (xvi) inciting or instigating any acts subversive to the interests of the Company, including spreading unhealthy gossips and rumours which would affect the work environment and morale of employees;
  - (xvii) cheating, falsifying, defacing, destroying employment records, other Company documents or expense claims;
  - (xviii) disobeying or the wilful insubordination of any lawful and reasonable order of a superior;
  - (xix) stealing from the Company or other employees;
  - (xx) sabotaging or the wilful destruction of the Company's properties;
  - (xxi) engaging in private work or trade within the Company;
  - (xxii) engaging in any immoral or indecent acts within or outside of the Company's premises;
  - (xxiii) engaging in any form of sexual harassment, discrimination or intimidation; and
  - (xxiv) being convicted under any court of law.
- (c) The following disciplinary procedures are guidelines of the disciplinary action which the Company may take in the event of any misconduct by an employee. Notwithstanding, if the Company considers appropriate, where the misconduct is serious or egregious or concerns the reputation of the Company, the Company may



decide to bypass or disapply any of the following levels of disciplinary procedure, or terminate the employment of an employee immediately in accordance with the employee's Letter of Appointment.

## **Procedures**

### (a) Informal level:

- (i) At the absolute discretion of the Company, where appropriate, the employee shall be counselled as to his/her standard of conduct or performance. This is an informal warning which shall be noted on his/her personnel file but does not form part of any formal disciplinary procedure.
- (ii) The purpose of counselling is to encourage the employee to achieve the required standards of the Company by taking constructive and positive steps in early corrective action.
- (iii) Counselling shall not be appropriate for every case and the Company has the absolute discretion to move directly to the formal level of the disciplinary procedures.

### (b) Formal level:

#### (i) **First Written Warning**

Where an employee does not respond satisfactorily to counselling, or where a further offence or a more serious misconduct occurs, the employee shall receive a written warning. The employee shall be advised in writing on the reasons for the warning, the improvement required and the timescale for improvement.

#### (ii) **Final Written Warning**

In the event where an employee fails to attain the level of improvement specified in the first written warning, or where a further offence or a more serious misconduct occurs, a final written warning shall be issued. At this stage, the employee shall be warned that a further offence or misconduct may lead to dismissal.

## **1.9 Grievance Handling**

### **Policy**

The Company seeks to foster an environment of open communication, in which complaints and grievances are resolved fairly, consistently, objectively and promptly.

### **Scope**

This policy applies to all employees.

### **Details and Conditions**



- (a) The Company shall make every reasonable effort to respond to an employee's grievance in connection with his/her employment or conditions of work with fairness and justice.
- (b) A grievance is defined as any discontent or feeling of being victimised at work. An employee with a grievance may request for the appropriate remedial action to seek satisfaction of such grievance.
- (c) These grievance procedures are designed to provide a mechanism for employees to raise and address concerns about their work, working environment or working relationships. The Company encourages employees to first discuss any potential grievances with their line manager and to seek an informal resolution of such grievances relating to work or the conditions of work which they believe to be unfair.
- (d) If an employee receives a decision at any step of the grievance process and does not ask for a further review of the grievance within the specified time limits, that particular grievance shall be treated as closed.

## **Procedures**

### (a) Level 1: Informal

- (i) The employee shall raise a grievance within five (5) working days of the grievance arising through direct engagement with his/her line manager. This approach is aimed at promoting an open dialogue to address and resolve an employee's grievance at the initial stage prior to any escalation.
- (ii) Alternatively, if the grievance is about his/her line manager, the employee may also raise the grievance, in writing, directly to his/her line manager's supervisor. The HR must be copied on the relevant emails.
- (iii) If the matter is not resolved within 14 working days from the day the grievance was raised, the employee may escalate the matter to Level 2.

### (b) Level 2: Facilitation

- (i) If an employee remains unsatisfied with the informal discussions, or did not receive a reply from his/her line manager or the line manager's manager within the stipulated timeframe, the employee may request, in writing, to escalate the matter to the Head of Division and HR.
- (ii) The facilitation works to open up lines of communication if the employee and his/her line manager are unable to reach a resolution or if the grievance is with the employee's line manager.
- (iii) The Head of Division, in partnership with HR, may attempt to facilitate the matter with the employee within 14 working days of the written request from the employee.
- (iv) If the parties are unable to resolve the grievance, the Head of Division may request HR to escalate the matter to Level 3, requiring the set-up of a mediation process within 14 working days.



(c) Level 3: Mediation

- (i) The CEO shall mediate and deliberate on the matter and thereafter issue his/her proposed decision on the grievance to the NC Committee (the "NC") within seven (7) working days of the commencement of the mediation process.
- (ii) The NC shall thereafter discuss and deliberate on the CEO's proposed decision and shall, within seven (7) working days of receiving the CEO's proposed decision, issue a final decision on the matter to the employee which shall be final and conclusive.

**1.10 Whistle Blowing**

Please refer to the Company's [Whistle Blowing Policy](#).

**1.11 Personal Data Protection**

Please refer to the Company's [PDPA Policy](#).