



**HKS DESIGNER AND CONSULTANT INTL. CO., LTD.**

**Company rules work regulations and practice**  
**COMPANY RULES, WORK REGULATION AND**  
**PRACTICES**

of

**HKS Designer and Consultant International Co., Ltd.**  
**No. 78/23, City Sense Village, Soi Watcharaphon 2 ,Tharang**  
**Subdistrict, Bang Khen District, Bangkok 10230 Thailand**

**HKS DESIGNER AND CONSULTANT INTERNATIONAL CO.,LTD.**

**No. 78/23 City Sense Village, Soi Watcharapol 2, Tharang,**  
**Bangkhen, Bangkok 10230 Thailand.**

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# 1. General chapter

On behalf of HKS Designer and Consultant International Co., Ltd., would like to welcome you to join the company with great pleasure. The company sincerely hopes that you will love this organization with enthusiasm for work as well as to maintain the interests of the company helping to collaborate to create works to benefit for the further advancement of you and the company.

In order to operate the business of HKS Designer and Consultant International Co., Ltd. to be orderly, appropriate and aware of the responsibilities, duties, and achieve the objectives or policies and in accordance with the provisions of the Labor Protection Act, 2541, the Company has set rules and regulations, with the aim to allow employees to perform their duties accordingly for employees to take it as a guideline for practice as well as to have a thorough understanding and realize their responsibilities as employees of the Company in order to build and grow together.

## **1.1. Definitions According to this regulation**

"Company" means HKS Designer and Consultant International Company Limited and may also include its affiliates.

"Executive" means a person with authority to manage the company Managing Director of HKS Designer and Consultant International Co., Ltd. and shall include the Managing Director or the Company's director.

"Employee" Refers to a person who is hired to work for a company by being appointed to the position and performing

duties as assigned .This includes employees who are employees during the probationary period or has a fixed time of employment

“Supervisor” means an employee appointed by the Company to hold a position of supervisor in any part both in terms of operation. Employee commanding and control of operations in accordance with the Company's regulations which the management rules or higher-level supervisors

## **1.2. “Executives” have the following responsibilities:**

1.2.1. Responsible as the company's leader in overseeing the management of the manager or deputy manager and giving advice to achieve the overall plan objectives ,that are placed in addition to the daily operations which are the responsibility of the manager

1.2.2. Presiding over the meeting of shareholders and managing director of the company.

1.2.3. Being a casting vote in the event of a vote

1.2.4. Has the power to dismiss managers or deputy managers in case of violation of company regulations

1.2.5. Consider the salary of all employees.

## **1.3. Terms**

To be able to achieve goals according to the objectives of the company's business operations effectively and effectiveness .The Company and its executives have the following administrative and management rights:

- Maintain discipline, efficiency and effectiveness in doing including determining changes, amendments, reductions or cancellations in matters related to the discipline, discipline, efficiency and effectiveness of work.

- The right to set or change management methods for business success, which means this includes the determination of

manpower rates, employment and work assignments. It is a transfer, change of workplace, position, assignment and order to perform duties. Consideration of wages, salaries and merits disciplinary action, creating new jobs, including issuing regulations on the work of each department or department.

- The right to issue rules and regulations for regulating behavior working principle including regulations for safety at work.

- Employees are obliged to perform the tasks assigned to them successfully and as efficient as possible. However, employees must respect and comply with regulations about work or regulations about work or orders of the company, executives or supervisors strictly and consistently. They will act within the scope of good discipline in order to bring reputation and honor both in the personal aspects of the employees themselves and in the public sector is the company.

- Employees are obliged to pay personal income tax on their own. The company will deduct from the employee's salary for the period to collect and send to the Revenue Department.

- Employees are obliged to pay social security contributions according to the Social Security Act by themselves. The company will deduct from the monthly salary of employees at the rate prescribed by law to collect and send to the Social Security Office.

- Working with the company must not disclose company secrets related to the work of the company, animal training techniques, showcasing animal talents, concepts, designs, and other information obtained from work which may cause damage to the company.

- Not a competitor within 2 years after the end of employment.

- Intellectual property rights belong to the company.
- The employee is retired from the status of an employee. Items belonging to the Company must be returned to the Company, such as computers, keys, key cards, mobile phones, etc. if Company assets are damaged. Employees will compensate the actual damages to the company as agreed.

## **2. Employment**

### **2.1. Employment Requirements**

2.1.1. Employment of employees must be at the rate specified. Increase or decrease in the rate to be in accordance with the approval by the company, management or supervisor.

2.1.2. The company, the executive or the person authorized by the appointment is the authority to recruit, test, interview, fill, and appoint to work. The company executive will have the authority to transfer the position during the change the place of work job duties, removal or dismissal from work.

2.1.3. The company has the right to allow the employees to work outside the premises and can change the place of work. The Company will comply with the conditions as necessary, suitability or employment of each position without contravening labor law.

2.1.4. Types of employees for the benefit of administration. The Company categorizes employees as follows:

- Monthly employees are employees that the company agrees to hire with monthly wages.

- Daily employees are employees that the company agrees to employ, to set daily wages.

- Probationary employees are people hired by the company. But there is a probationary condition for a period of 120 days. The company, executives or supervisors will evaluate the probation from the performance. If not passed, the company will give at least 30 days advance notice.

- Employees under an employment contract with a fixed period are those that the company agrees to employ, specifying a fixed starting and ending period. If the employment contract terminates upon the expiration of the term of the employment contract. The Company is not obliged to give advance notice.

## **2.2. Employment**

Duties and conduct of employees must be carried out in accordance with those assigned by the company, executives and supervisors. To accomplish the mission of the company and maintain the best interests of the company by duty. The practice is as follows.

- (a) Perform duties as the Company Executive or a supervisor who has been assigned and to exercise authority if the

company executive or a supervisor who has been duly assigned from time to time

(b) Devote his time, attention and ability to the fullest extent in the performance of his duties under this agreement during the working hours specified in the contract

(c) Comply with all reasonable requests, orders and regulations of the company, executives, supervisors and provide clarifications, information and various assistance to the company, executives and supervisors as reasonably stipulated

(d) Intending to work for the Company in good faith to the best of one's ability and use the utmost efforts to sustain the interests of the Company

(e) Not holding office involved or have an interest whether directly or indirectly in any other business that competes with the Company whether as a principal or in any other position without the written consent of the Board of Directors

(f) Employees are aware of the Company's conditions of employment and adheres to the change of workplace

### **2.3. Relocation of duties Change of work place, appointment or removal of employees**

Duties and responsibilities of different departments/departments or other divisions of the Company and its affiliates (if any) without the need for prior approval from you. The company can notify employees to change the workplace, position and responsibilities of different departments/departments or other works of the Company and its affiliates at the request or order of the Company, executives and supervisors. The employee agrees to comply without any



conditions. In the event of a change of workplace, the company will provide reasonable accommodation for the employee.

(g) During the first 120 days of employment as a probationary period, the Company may schedule work for employees and may change the position or place of work during the probation period and the company can be released without notice or pay any special compensation.

(h) After four months when the employee has been placed in full-time employment; employees must notify the company in writing within one month. If you wish to resign at the same time, the company will follow the rules laid down by the labor law if the company wishes to terminate your employment.

(j) Documents relating to the nature of the work in accordance with the oral or documents which may or may not be to ensure the smooth and efficient operation of the Company. The Company has the power to exercise its absolute discretion. in the transfer of duties place of work or allow employees to work elsewhere or change the place of business in the company (all branches and all establishments) which may change the responsibility of employees and may appoint employees or remove employees from any position as the Company deems appropriate The company will provide the necessary facilities. The right to receive wages, benefits and benefits according to the new position of that employee The Company will comply with labor laws.

#### **2.4. Resignation**

Employees who wish to resign from being an employee must show their intention by writing a resignation letter. Submit to the company, management or personnel department. By giving notice of resignation at least 30 days in advance, effective on the

date specified in the resignation letter and approved by the supervisor directly.

## **2.5. Confidentiality of the Company**

Throughout the employment period (Unless there is a reasonable cause) employees will not disclose to any person or group of persons or otherwise use commercial secrets or confidential or commercial information about the Company or its agents or customers that the employee has possessed or may have possessed in the employment under this contract. Employees must keep and do not disclose confidential Company information or trade secrets related to business, form, technique, knowledge gained from the Company, financial information whether any part or part or in connection with goods or services that the Company sells, provides or acquires with an obligation to a third party to keep the information confidential after termination of employment. Employees should not disclose any company trade secrets or Business confidential information The company has the right to prohibit the disclosure of information or use it for profit. However, such restrictions do not apply in the case of disclosure of information with the unanimous approval of the Board of Directors as well as information or knowledge that has become in the public domain

In addition, if the employee violates the rules of conduct work in this section under any circumstances which caused the company to be damaged to discredit or lose benefits Employees are subject to severe disciplinary action or may be terminated by the company without compensation. In addition, employees are liable for damages arising from violations of the regulations. On practical work in this section according to the actual damage to the company within 30

days from the date of receiving written notification from the Company

## **2.6. Not being a competitor to the company**

Within 2 years after the end of employment Employees must not solicit or do business with a customer who has been a customer of the Company for a period of 2 years immediately upon the termination of the employment contract.

## **2.7. Intellectual Property**

All intellectual property rights shall be the sole property of the Company and shall be subject to the following provisions:

(a) all discoveries, inventions, designs and improvements to processes, designs, or anything else that are or are related to any type of intellectual property; that employees can do created or discovered during the term of this Agreement that affects or relates to the Company's business in any way; or can be used or modified for use in the company's business or related to the company's business must be disclosed to the Company promptly and to be the property of the Company (Or representatives of the company) is strictly prohibited and employees will not distribute to other people to know.

(b) Upon request and as requested (Whether before or after the termination of this Agreement), employees will file or jointly apply for certification, patent, or other protection in any country for any of the above. The company will pay the expenses and the employees will sign all instruments and take any action as may be necessary or reasonable from time to time to the Company. (Or its representative) acquires all rights, titles and interests therein. Absolutely and as a sole proprietor (as necessary or appropriate to that)

In addition, if the employee violates the rules of conduct work in this section in any case, which causes damage to

the company to discredit or lose benefits, employees will be subject to severe disciplinary action or may be terminated by the company without compensation. In addition, employees will be liable for damages arising from violations of the regulations on practical work in this section according to the actual damage to the company within 30 days from the date of receiving written notification from the Company

### **3. Working days, working hours and break times**

#### **3.1. Working days, holidays and break times**

The company determines the working days, working hours and break times as follows:

3.1.1. Normal working days and hours for office staff Work from Monday to Friday from 8:00 AM to 6:30 PM and weekly holidays are Saturday and Sunday.

3.1.2 Normal working days and hours for employees working in various customer service departments of the company, working every day, with 1 day off after working 6 days each week, which the company supervisor or the designated person will arrange holidays and working hours for the employees whose working hours are as follows:

- |           |                             |
|-----------|-----------------------------|
| 1st shift | From 7:00 a.m. - 4:00 p.m.  |
| 2nd shift | From 07.30 - 16.30.p.m      |
| 3rd shift | From 8:00 a.m. - 5:00 p.m.  |
| 4th shift | From 9:00 a.m. - 6:00 p.m.  |
| 5th shift | From 10:00 a.m. - 7:00 p.m. |

3.1.3. Break time The Company will arrange break time for all employees to have a rest period of 1 hour per day in accordance with the regulations or suitability of each department and duty.

3.1.4. In the event that an employee arrives late or stops working without notifying the company The Company has the right to deduct the employee's wages as follows:

(a) If the employee is late 3 times in 1 month, the company will deduct half of the daily wages.

(b) If the employee is late more than 3 times in 1 month, the company will deduct one time of the daily wages.

(c) The personnel department will consider the employee's late arrival and send it to the Finance Department to further deduct wages. In the case of being late for more than 15 consecutive days per month, the Company will consider sending a warning or dismissal, as the case may be.

(d) If the employee stops working without notifying the supervisor or delegate or personnel know the company will be considered absenteeism. The company will deduct wages twice the daily wages according to the number of days the employee is absent

3.1.5. Employees must record the working hours, in-out every time, if they do not record the working hours, the employees must specify the reason every time they cannot record their working hours. Otherwise, the company has the right to consider that the employees are late and / or absent from work on that day, as the case may be, and the company has the right to deduct 300 baht for not recording the time in-out once.

3.1.6. In the case of sick leave or half-day leave employees are required to record their working hours according to the time in and out as well, otherwise the company has the right to consider that the employees are late and/or absent from work on that day,

as the case may be, and the employer has the right to deduct the money as detailed above. And the company has the right to deduct 300 baht for not recording the time in - out once.

3.1.7. In the event of absenteeism for more than 3 days, the Company will consider immediate dismissal without paying any compensation.

## **4. Leave days and leave rules**

### **4.1. Type of leave**

The company has defined the types of leave as follows:

4.1.1. Sick leave/disability leave

4.1.2. Business leave

4.1.3. Maternity leave

4.1.4. Military service leave

4.1.5. Leave due to sterilization

4.1.6. Leave for training or knowledge development

### **4.2. Criteria for leave**

#### **4.2.1. Sick/disabled leave**

Employees have the right to take sick leave if they really are but receive wages not exceeding 30 working days per 1 year, with wages equal to the normal working days

- Employees who are sick and unable to come to work must notify the supervisor delegate HR has been informed before 08:30 on the day of sick leave or as soon as it can be notified and must submit a sick leave within the first day of returning to work with evidence of illness and/or a modern medical certificate

- Employees who are on sick leave for 3 consecutive working days or more, a medical certificate from a government or private

medical facility must be attached with the sick leave every time. If the employee is unable to find a first-class modern physician or a government hospital, the employee shall explain the facts and reasons for the Company to know and consider again.

- In the case of employees who are on sick leave without notifying their supervisors or without evidence or a credible medical certificate the company may not allow sick leave. This is considered absenteeism and refrain from paying wages on the day of such leave request. The company will deduct wages twice the wages/day according to the number of days the employee is off.

- If the employee is unable to perform his/her duties under this contract reasonably due to illness or any other disability employees must promptly report such facts to the company. The company will consider renewing the employment contract again.

- Employees who frequently take unreasonable sick leave, false sick leave, and the company proves that they are not actually sick. The company will consider disciplinary action as appropriate. This will be considered as a warning to your employees on a case by case basis.

- Sick leave or the number of sick days will be taken into consideration for salary / annual wages, bonuses (if any).

#### **4.2.2. Business leave**

Employees can take 7 days of business leave per year in the following cases:

1. Leave for an ID card or house registration must provide proof of receipt by presenting to the Company immediately from the date of returning to work.

2. Take leave and get a motorcycle driver's license must provide proof of receipt by presenting to the company immediately from the date of returning to work

3. Take leave and get your driver's license must provide proof of receipt by presenting to the Company immediately from the date of returning to work.

4. Go on leave (in case of expired card) and get a motorcycle or car driving license. Must provide proof of receipt by presenting to the company immediately from the date of returning to work.

5. Legal leave for marriage - Employees can take leave only once throughout their working period with the Company. Including the proof of marriage certificate must be presented to the company within 7 days from the date of returning to work.

6. Child care leave - In the event that the employee's wife gives birth to a child to the husband, who is an employee of such leave company can show the evidence in the child's birth certificate must be presented to the company within 7 days from the date of returning to work.

7. Leave in case of father, mother, spouse or children of employees who are seriously ill and in the case of grandfather-grandmother, grandfather-grandmother, brothers and sisters who are direct descendants of seriously ill employees or if in the case of parents of the legally ill spouse must show evidence of illness by presenting to the company within 7 days from the date of returning to work.

8. Leave in the event of the death of the employee's father, mother, spouse or child and in the case of an employee's



grandparents and siblings who are directly descended from the employee's death or if in the case of parents of the legal spouse deceased must show proof of death certificate by presenting to the company within 7 days from the date of returning to work

- To leave in Article 1. - 7. To leave no more than two consecutive working days and leave in Article 8 can leave for up to 4 consecutive days.

- Leave of absence according to Articles 1.–6. The employee sends a leave letter to the supervisor. Assigned persons or personnel to know in advance of 3 days of leave and leave according to 7.-8, employees must notify their supervisor immediately and to bring relevant evidence to present to the Company within the specified time. If the employee does not submit evidence to the company or the personnel department the company will deduct wages equal to one day's wages on the date the employee has applied for leave.

- The company does not allow employees to take leave other than the aforementioned leave.

- Employees who have not passed the probation period unable to take leave if the employee has a reason to take leave, the company will deduct wages equal to one day's wages according to the date the employee has applied for leave

- If the employee is on leave beyond the time specified by the company, the company can deduct wages equal to one day's wages according to the date the employee has been overdue.

- Executives, supervisors, assignees, supervisors, or personnel departments may approve or disapprove business leave as necessary and appropriate.

- Employees will receive wages in the case of business leave as mentioned above only.

### **4.2.3. Maternity leave**

- Female employees have the right to take maternity leave for not more than 90 days per 1 year, including holidays during the leave and have the right to receive wages in the first 45 days

- Maternity leave: Employees must submit leave to their supervisors and personnel 15 days prior to the leave and must submit a medical certificate in accordance with the same rules as sick leave as evidence to the company within 3 days from the date of return come to work

- If the female employee unable to work due to childbirth with a medical certificate confirming to take a break to have the right to take a break according to the medical certificate for no more than 60 days, counting continuously and when employees come to work must submit a medical certificate and birth certificate of the child as evidence to the company within 3 days from the date of returning to work. Employees are not paid for this leave.

#### **4.2.4. Military service leave**

- Provide employees with the right to leave for military service in summoning troops for inspection for military training or to test the abundance According to the law on military service, employees are paid equal to the time of leave and not more than 60 days per year for military service leave. Employees must submit a leave of absence as soon as a summons is received with a copy of the summons to request a leave If the employee fails to submit a valid leave letter in accordance with this regulation, it is considered absenteeism. In addition, relevant evidence must be presented to the Company within 7 days from the date of the end of the mobilization for inspection or military training or try the prosperous ass

- Leave for those who are drafted into the military must resign from their service. And when the period is over, if the employee wants to work with the company again can contact the company within 1 month from the release date. The company will consider accepting work by receiving wages not less than the last wage resigning in an appropriate position with a vacancy to wait.

#### **4.2.5. Leave due to sterilization**

- Employees can take sterilization leave. By submitting a leave letter at least 1 day in advance and can take leave accordingly.

The period prescribed by the current first-class physician and must present a medical certificate to the supervisor within 3 days after returning to work In the event that the wound caused by sterilization does not heal and cannot be stopped as stated in the medical certificate of sterilization. Employees may only use one day of leave. Expenses arising from sterilization cannot be reimbursed.

#### **4.2.6. Leave for training or knowledge development**

The details are as follows.

2.6.1. For the benefit of labor and social welfare or skill enhancement to increase the efficiency of employees

2.6.2. Educational assessment examinations organized or permitted by the government to provide employees with a clear explanation of the reason for the leave and provide relevant evidence By submitting at least 7 days in advance, the company will consider the leave as appropriate which the company may not allow leave, if the employee has been allowed to leave for at least 30 days or 3 times or such leave may cause damage or affect the business of the company.

2.6.3. On the day that the employee is on leave for training or to develop that knowledge employees will not be paid.

Various leave without permission or unregulated work stoppages if there is no reasonable cause, it will be considered absenteeism and neglect of work. Employees are not paid on the day of absence and may be subject to disciplinary action as well as affecting the consideration of annual salary increases or rewards or other compensation of the company as well.

## **5. Holidays and Leave rules**

### **5.1. Weekly holidays**

5.1.1. Employees working at the office will have two days off per week.

5.1.2. All shift workers will have one day off per week. Each week's holiday may be different depending on the necessity of work.

5.1.3. In the event that the Company may require each employee to accumulate and postpone holidays. Each employee accumulates and postpones weekly holidays at any time within a period of not more than 1 year.

### **5.2. Traditional holidays (public holiday)**

The company stipulates a traditional holiday. Employees are entitled to 15 days off per year, the Company will announce before January 1 of each year.

Note: Holidays may be changed as appropriate each year including National Labor Day Employees will be paid on this working day.

### **5.3. Annual Holiday**

5.3.1. Employees who have worked less than one year are not yet entitled to receive annual leave. Employees will be entitled to receive annual leave in the following year.

5.3.2. Employees who have worked for more than 1 year are entitled to annual leave in the following year with the following details:

- 1 year of employment : Have the right to take annual leave for 6 days
- 2 years of employment : Have the right to take annual leave for 7 days
- over the full 3 years : Have the right to take annual leave of 8 days
- 4 years of employment : Have the right to take annual leave of 9 days
- 5 years of employment : Have the right to take annual leave of 10 days

#### 5.3.3. Criteria for annual vacation leave

Employees must submit a leave letter at least 5 days in advance to the company so that supervisor delegate or the personnel department arranges personnel to work on their behalf on the day that employees take annual leave and when approved, then can stop working as requested. The supervisor authorized delegates may or may not be approved to reduce or increase or to postpone to change the date of applying for a new vacation as necessary or as appropriate

- For the need for continuous work the company can set regular vacations years to employees as appropriate.

## **6. Wage criteria overtime work weekly holidays and traditional holidays**

### **6.1. Paying wages**

Employees will receive their salary within the 30th day of every month or may not be later than the 1st day of the following month

### **6.2. Receiving wages**

The company will transfer money to a deposit account in the Kasikorn Bank group that employees have given to the company only which shall be regarded as evidence for transferring money into the employee's deposit account with the consent of the employees and documents relating to such payments Therefore, it is not necessary for employees to sign their wages.

### **6.3. Overtime rate**

6.3.1. In the event that the Company notifies an employee to work overtime on a working day, the Company shall pay the employee one and a half times the hourly wages for overtime.

6.3.2. Employees who work overtime on weekly holidays and traditional holidays The Company will pay wages to employees as follows:

- Employees who are entitled to receive vacation pay, the Company will pay one time the daily or hourly rate of wages for the number of hours worked.

- Employees who are not entitled to receive vacation pay the Company will pay twice the daily or hourly rate for the number of hours worked.

6.3.3. The Company can provide employees who work on weekly holidays and traditional holidays by allowing employees to stop compensation on other days as the company and

supervisors deem appropriate .The company is not obliged to pay wages on the days that the employees work. The company, management and supervisors will assign vacation days for employees which employees cannot postpone or change holidays. and cannot be combined with next year or using holidays for more than ten (10) working days at one time without the consent of the Board of Directors

6.3.4. If the Employee does not use weekly and traditional holidays within 1 year, the Company shall consider to pay one time wage per day for the amount not used by the Employee in the following year.

**Note**

- Probation period 120 days after employees have been filled in full-time jobs. The company may re-evaluate the salary rate based on performance and ability as the Company deems appropriate which will be notified in writing again

- Employee wages are considered confidential to the company and employees. Employees are forbidden to disclose to anyone, otherwise they will be deemed guilty. The company can be punished as appropriate.

- Bonus will be paid 1 time / year, which the company will consider based on the performance of the employees and the assessment of the management, depending on the goals of the company mutually agreed upon and the profits of the company paid or the consideration of the Board of Directors of the Company Incidentally, bonus payments are based on what employees can expect forever.

- The company reserves the right to consider the increase or decrease of the wage rate as reasonable salary

## **7. Welfare and benefits**

The Company has provided welfare and benefits for employees as follows:

### **7.1. Social Security**

The company ensures that all employees are insured. In accordance with the Social Security Act 1990, the Company and its employees must pay contributions to the Social Security Fund every month at the rate specified by the Social Security Office each year.

### **7.2. Staff uniforms**

For the standard and orderliness of the company, the Company determines the shirt designs and colors each year for employees. Employees must wear to work.

### **7.3. Accident insurance**

The company may provide accident insurance for employees in certain positions as the Company deems appropriate and appropriate for the performance of work

### **7.4. Line Training**

The Company has a policy to encourage employees to develop more knowledge and competence. The Company will provide training to enhance knowledge and skills for employees. Both in the workplace and sending employees to attend training or seminars outside the workplace both within the country and abroad on a reasonable opportunity which the Company's management will consider as appropriate to send to training.

### **7.5. Financial assistance in the event of husband, wife, children, father, mother's death**



The Company provides assistance to the employees or their families in the event that the employees or the employees' families die. The management company will consider as appropriate.

## **7.6. Employee Loans**

In order to help employees who are in need or have financial difficulties, the company has allocated money to employees for loans without paying any interest. It will consider granting the right to borrow as necessary and appropriate that employees should receive which may be continually improved to be in line with the economic situation of the Company. Employees are required to repay the Company in installments by deducting from the employee's salary each month until the full amount borrowed by the employee.

## **7.7. Allowances and other fees**

7.7.1. In the event that the company informs employees to work in other provinces The Company will pay allowances to employees who work outside the premises. The details are as follows.

- The company will pay allowances of 300 baht per day to employees who work in other areas in Phuket only and employees must stay overnight in different areas at least 1 night.
- The company will pay allowances of 250 baht per day to employees who work in other provinces other than the provinces mentioned above and employees must stay overnight in different areas at least 1 night.
- If employees travel to work in different areas for 1 day (round trip) they will not receive allowances.

7.7.2. Position fees, telephone charges will be given to the person holding the position of Supervisor to Department Manager. The company will consider as appropriate.

7.7.3. The allowance will be considered for employees who will be relocating to work abroad for a long time. The company will consider as appropriate.

7.7.4. Accommodation fees will be paid to employees in the event of traveling to work in different areas as the Company deems appropriate as appropriate

## **8. Discipline and Disciplinary Penalties**

As a guideline of the company, executives in considering, promoting, correcting or improving behavior

Employee Discipline - To work in order to create peace, safety, and fairness to employees leading to the advancement of employees and the company, promote the Company's business operations to achieve the goals and maintain the best interests of the Company. However, any action which the rules and regulations of the company do not stipulate does not mean that the offender will be released from punishment Therefore, in the event that there are people who do not follow the rules, the company will be punished according to the nature of the violation of such discipline as follows:

### **8.1. Discipline in relation to the work of employees.**

8.1.1. Employees must work regularly on the specified date and time. Not often late for work.

8.1.2. Not neglecting duties or absence from work without reasonable reasons

8.1.3. Employees must comply with the leave rules.

8.1.4. Do not record working hours on behalf of other employees or amend the working hours which causes other employees to benefit or lose benefits

8.1.5. Employees must wear work uniforms specified by the company.

## **8.2. Discipline in the performance of duties of employees**

8.2.1. Behave as a good citizen in accordance with the rules and regulations of society, not behaving badly Act or jointly do any illegal actions of the city both inside and outside the company.

8.2.2. Obey the orders of the company, executives, and supervisors and to exercise authority if the Company executives and/or supervisors as appropriate from time to time

8.2.3. Respect and strictly follow the Company's work discipline.

8.2.4. Perform duties with honesty, integrity, diligence, sacrifice, patience and sincere intention, devoting time, care and ability to the performance of the employees. Make the utmost effort to sustain the interests of the company.

8.2.5. Comply with all reasonable requests, orders and regulations of the Company, its executives, and provide clarifications, information and assistance to the Company, its executives and supervisors as reasonably stipulated

8.2.6. Orders must be complied with when the company, management, orders to transfer employees to any department or department in the company, or to relocate or change workplaces, whether temporarily or permanently without the need to seek approval from the staff

8.2.7. Not taking office involved or have an interest whether directly or indirectly in any other business that competes with the Company whether as a principal or in any other position.

8.2.8. Failure to report or report falsehood or concealing the facts about working with the management company and employees must cooperate with the company in investigating matters that the company wants and such cooperation must be done in good faith

8.2.9. Do not neglect your duties or be absent from work and does not intentionally or intentionally delay the work.

8.2.10. Employees must help protect the interests of the Company to the utmost. Not seeking or accepting any benefit from any group of persons or any person who trades or is seeking to trade with the Company or operate a business that competes with the company

8.2.11. Must not use the Company's working time for personal business or any other activity that are not related to the job

8.2.12. Employees must collect information and do not disclose any information which is a concealment or secrets about the company's operations which employees will not disclose to any person or group of persons or otherwise use commercial secrets or confidential or commercial information about the Company or its agents or customers.

8.2.13. Employees are prohibited from altering, falsifying, modifying, shortening or destroying the Company's documents or documents related to the company and its employees without power or duty to do so.

### **8.3. Discipline regarding employee behavior**

8.3.1. Employees must obey and to comply with the legitimate orders of the company, executives, and verbal orders writing or other company messages

8.3.2. Do not use impolite language towards colleagues and others.

8.3.3. Do not act or encourage quarrels or physically harm a colleague

8.3.4. Not spreading bad news slander others, falsely causing damage to employees or the company or causing divisions and harmony between employees together.

8.3.5. Narcotics, liquor, intoxicants and illegal items are prohibited to enter the company premises or work area.

8.3.6. Do not use drugs, alcohol or intoxicants during working hours or work in a state of intoxication, or prohibit gambling of any kind in the company or work area.

8.3.7. Employees are prohibited from joking, playing, provoking, making loud noises or do any act that disturbs other employees during working hours

8.3.8. Employees must not carry weapons or possessing all kinds of illegal things into the company's premises or work area including housing provided by the company

8.3.9. Handing out flyers is prohibited. Put up signs, make announcements, or use loudspeakers in the company's premises or other operating areas designated by the company.

8.3.10. Employees must not disclose their own or others' wages.

8.3.11. Employees must take good care of their health so that they do not suffer from diseases that are disgusted by society or serious contagious diseases such as SARS, syphilis, tuberculosis or AIDS, etc.

8.3.12. Employees must not commit sexual harassment with each other during working hours either in the company or at other places of work that the company has set.

## **8.4. Confidentiality of the Company**

8.4.1. Employees must maintain confidentiality in their work. Do not disclose to others.

8.4.2. Employees must maintain the confidentiality of the Company's customers and other employees or persons related to the company

8.4.3. Employees must maintain confidentiality and the reputation of the company.

8.4.4. Employees must not disclose wages or salaries, own salary increase rate or of others whether intentionally or unintentionally, let other employees know.

### **8.5. Preserving the interests of the Company**

8.5.1. Employees must not be involved in any other business which may affect the benefits of the company or in competition with the company

8.5.2. Employees must not do anything that is contrary to the interests of the company either directly or indirectly

8.5.3. Employees must maintain and enhance the good reputation of the Company

8.5.4. Employees must protect the interests of the Company considered as their own benefit

8.5.5. Employees are prohibited from accepting bribes from others. Do not seek unlawful profit from the company not to use their powers and duties to seek unreasonable benefits or unlawful to oneself and others.

### **8.6. Penalties**

Discipline of employees as stated above. Employees have a duty to strictly follow. If any employee performs or refrains from performing anything which is considered a violation of such discipline will be considered disciplinary sanctions according to

the nature of the offense or the severity of the offense or the seriousness that occurred. Punishment can be in accordance with one or more of the following clauses under disciplinary action The Company stipulates disciplinary penalties in 4 areas as follows:

8.6.1 Verbal admonition by recording it as a document for evidence

8.6.2. Warning in writing (The warning letter is valid for 12 months from the date that the employee commits the offense)

8.6.3. Suspension from work without pay for a maximum period of 7 days (suspension during the investigation does not constitute a suspension for sanctions).

8.6.4. Termination of employment without compensation.

## **8.7. Punishment for termination of employment without compensation**

In the event that the employee is a violation of the rules or regulations of the company The Company will not pay compensation to employees in the event of termination of employment. The criteria for consideration are as follows.

8.7.1. Absence from work or neglect of duty for more than 3 consecutive days, regardless of whether or not there is a holiday without reasonable reason and did not notify the company.

8.7.2. Violate or fail to comply with any of the material terms of this Agreement, or neglect, neglect or refuse to perform duties as reasonably entrusted to this Agreement.

8.7.3. All have been warned three times or a warning about drinking alcohol and gambling in the workplace 2 times.

8.7.4. Dishonesty or intentionally committed a criminal offense against the company.

8.7.5. Disclosure of company secrets or intentionally causing damage to the company.

8.7.6. Negligence causes damage to the Company.

8.7.7. Being mentally ill

8.7.8. Violate work regulations of the company or executives and a written warning has been given. Except in severe cases, no warning is required. The warning letter shall be effective for no more than one year from the date the employee has committed an offense

8.7.9. Sentenced by a final sentence of imprisonment except for an offense committed through negligence or a petty offense.

8.8. In the event that the employee violates the discipline, the company will call the offending employee to inquire initially. If proven guilty penalties will be continued except in serious cases that cause damage to the company the Company will consider termination immediately without compensation.

8.9. The company reserves the right to change Additional rules and regulations in the work of company for suitability according to the situation in the future The Company will act accordingly, according to labor law

8.10. Persons having the authority to consider and carry out penalties with employees of all positions in the company, namely the company, the executives, by notifying the punishment set to the personnel department of the company to issue a further written warning

## **9. Complaints**

The Company wishes to ensure that the work of the employees is a good understanding between the Company and the



employees which will still benefit and happiness for both parties. In the event that the employee has a problem as a result of work or did not receive justice in any matter, employees have the right to file a personal complaint. The suffering must not be inconsistent with the company rules, whichever the case may be which can be done as follows:

### **9.1. Methods and procedures for grievances**

9.1.1. Filing a complaint -Employees shall write a complaint in writing specifying the cause and remedy. The complaint must be signed by yourself and submitted to the Company's Human Resources Department within 15 days.

9.1.1.2. The complainant must submit the letter himself. The company does not accept the case where other employees file a complaint on their behalf.

9.1.2. Investigation and consideration of complaints

9.1.2.1. When the personnel department receives a complaint, it will investigate and consider the complaint and report it to the executives, high-level supervisors to find a solution for the mutual benefit of employees and the company. It will give verbal explanation or may answer in writing to the employee who submits the complaint within 14 days from the date of receipt of the complaint.

9.1.2.2. In the event of an employee who submits a complaint, no response from management supervisor or has received an answer but is not satisfied with the result of the consideration in article.

9.1.2.1. The complainant shall lodge an appeal with the management. The supervisor can again within 5 days from the date the result is known by the management, supervisor will diagnose and report the result to the complainant's staff Executive decision or the supervisor at the executive level is final. All parties involved must comply.

## **9.2. Complaint settlement process**

9.2.1. In the event that the employee does not act within the period specified in the regulations shall be deemed that the request is settled. This may be extended upon agreement between employees and management.

2.2. The authorized person in ruling complaints under Article 9.2.1.1., 9.2.1.2 must consider the resolution of the issue with fairness in order to create mutual benefits between employees and the Company. Therefore, employees may consult employee issues and correct practices at any time.

## **9.3. Protection of petitioners and related persons**

9.3.1. The Company adheres to the principles of equality and fairness as well as focusing on good relationships within the organization as an important. Therefore, employees who file complaints and related parties. The company will pay attention and consider with fairness in order to maintain a good labor relations atmosphere.

9.3.2. Complainant staff and those involved will not be subject to disciplinary action as a result of complaints unless the complaint is false or the complainant or those involved in self-discipline

# **10. Termination of employment, termination of employment and compensation**

## **10.1. Termination of employment**

10.1.1. Deceased means an employee who has died for any reason with a death certificate which is issued by the government to give to the company

10.1.2. Resignation means an employee voluntarily resigns. By submitting a written request in advance to the supervisors in the hierarchy not less than 30 days before the date the employee wishes to resign. The resignation will only take effect upon approval from the authorized person.

10.1.3. In the case of an employment contract, there is no set period of employment. The company or its employees may terminate the employment contract by giving the other party at least 30 days' advance written notice in order to effect the termination of the contract.

## **10.2. Termination**

10.2.1. In the event that the company orders the termination of an employee without committing any wrongdoing, employees are entitled to legal compensation. The company will notify the employees in writing at least 30 days in advance. The company will pay compensation to the employees at the rates as follows.

- Employees who have worked for 120 consecutive days but less than 1 year, the company will pay compensation equal to the last wage rate for 30 days.
- Employees who have worked continuously for 1 year but less than 3 years, the company will pay compensation equal to the last wage rate for 90 days.

- Employees who have worked for 3 consecutive years but less than 6 years, the company will pay compensation equal to the last wage rate for 180 days.

- Employees who have worked for 6 consecutive years but less than 10 years, the company will pay compensation equal to the last wage rate for 220 days.

- Employees who have worked continuously for more than 10 years, the company will pay compensation equal to the last wage rate for 300 days.

10.2.1. In the event that an employee is a violation of the Company's rules and regulations The Company will not pay compensation to employees who are terminated in any of the following cases:

1. Absent from work or neglect of duty for more than 3 consecutive days, regardless of whether or not there is a holiday without reasonable reason and did not notify the company.

2. Violate or fail to comply with any of the material terms of this contract, or neglect, neglect or refuse to perform duties as reasonably entrusted by this contract.

3. Received a total of 3 warnings or 2 warnings for alcohol and gambling in the workplace.

4. Dishonesty or intentionally committed a criminal offense against the company

5. Intentionally causing damage to the company

6. Negligence causes damage to the company.

7. Become a mental patient

8. Violate the work regulations or the company's ordinances or the supervisors and a written warning has been given. Except in severe cases, no warning is required. The warning letter shall be effective for no more than one year from the date the employee has committed an offense.


9. Has been sentenced to imprisonment according to a final judgment to imprisonment except for an offense committed through negligence or a petty offense
10. Employees who voluntarily resign themselves
11. Employees probate the work according to the time limit of the probationary period does not complete 120 days and terminate their employment during that time.
12. For employment in a specific project that is not a normal business or the company's trade which must have a certain start and end time of the work or in works of an occasional nature with a scheduled termination or the success of a job or a seasonal job the work must be completed within two years.
13. Employees terminated by the company, if the company can later prove that before entering the work the statement was false and cause damage to the company.

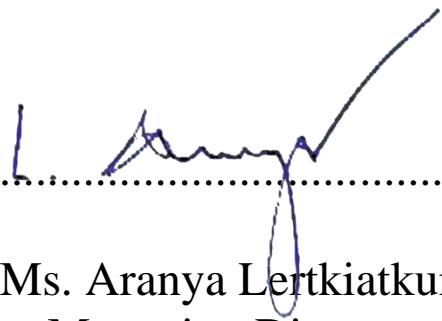
## **11. Enforcement conditions and promulgation**

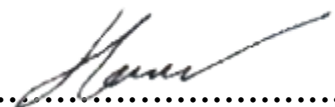
1. This regulation applies to all employees in every position.
2. Regulations, announcements or other orders in force in the company previously promulgated and has a different provision from this article. Discontinue any provisions inconsistent with this provision and substitute this provision.
3. These regulations are announced on the Company's website at <https://www.hksconsultants.com/> Employees can visit the website to learn more about this regulation. It is deemed that

employees have a duty to read and understand all of these regulations and the staff fully understand Employees have accepted without signing in any way and act accordingly.

Announced on 27 December 2012

Sign.....  
(Mr. Ratna Kumar Durisingam)  
Managing Director

Sign.....  
(Ms. Aranya Lertkiatkun)  
Managing Director

Sign.....  
(Mr. Hari Das Kumar Ratna Kumar)  
Managing Director