



ZUU DIGITAL FINANCIAL SERVICES LIMITED AND ITS CONNECTED COMPANIES

Employee Handbook

September 2020

DEFINITION AND INTERPRETATION

“Company” means the employer which comprises any one or more of ZUU Digital Financial Services Limited and/or any connected companies of ZUU Digital Financial Services Limited as set out in the Employment Agreement.

“Compliance Manual” means the Company’s Compliance Manual (as may be amended from time to time).

“Department Head” means the head of each department who is responsible to oversee the department.

“Employment Agreement” means the agreement between the Company and the employee in connection with the employment of such employee.

“Employment Ordinance” means the Employment Ordinance of Hong Kong (Chapter 57 of the Laws of Hong Kong).

“HRD” means Human Resources Department of the Company.

“Intellectual Property Rights” means all copyright, patents, trademarks, service marks, layout design rights, registered design, design rights, database rights, trade or business names, rights protecting trade secrets and Confidential Information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

“Manager” means the officer to whom the relevant employee is directly reporting to.

“Protected Company” means the connected or affiliated companies or entities, partnerships, trusts, or other incorporated or unincorporated associations of the Company.

“Works” mean inventions, discoveries, ideas, processes, methods, works of authorship, developments, concepts, documents, articles, spreadsheets, investment models, reports and/or any other materials, whether or not patentable, copyrightable or subject to other forms of protection.

1. INTRODUCTION

1.1 Objective

This handbook, in conjunction with your Employment Agreement and the Compliance Manual, contains the terms and conditions of your employment. It also contains the Company's rules and policies as well as details of certain benefits. It is designed to help you understand important rules and policies' relating to your employment with the Company as it is a term of your employment that these are complied with.

1.2 Scope

This handbook contains information on the Company's:

- Employment Policy and Practices;
- Office Policy and Practices;
- Expenditure Control Policy;
- Compensation;
- Employee Benefits;
- Training and Development;
- Employee Investment in Venture Smart funds;
- Confidentiality;
- Intellectual Property;
- Disciplinary and Grievance Procedures;
- Equal Opportunity;
- Sexual Harassment;
- Prevention of Bribery;
- Whistleblowing;
- Anti-Fraud; and
- Cybersecurity Incidents Handling

The Company reserves the right to revise, amend, add to or delete the rules and policies at any time. You will be informed in writing of any changes. Such amendments will become fully operative and binding on you on the published effective date.

1.3 Guidelines for Use

Please review this handbook and the Compliance Manual carefully such that you are familiar with the rules and policies that apply to your employment with the Company. Please also keep a copy of any amended policies, procedures or forms together with this handbook. In the case of any discrepancies between the Employment Agreement and this handbook, the Employment Agreement shall prevail.

1.4 Employee Classification

Job Grade	Usual Functional Title
Grade 1	Managing Director, Executive Director, Chief Officer, Director
Grade 2	Senior Manager, Manager, Assistant Manager, Senior Officer, Officer, and any other employees not having been classified as Grade 1 above

Job grade determines the benefits entitled by the employees.

Senior Management means any Managing Director, Chief Officer or member of the Board of Directors.

2. EMPLOYMENT POLICY AND PRACTICES

2.1 Employment Policy

Appointments are made at the sole discretion of the Company and are based on factors including, but not limited to, qualifications, ability, experience and integrity. Continuation of your employment is at the sole discretion of the Company subject to the terms and conditions described in your Employment Agreement and elsewhere in this handbook.

2.2 Probation Period

The probationary period is specified below in **Schedule 1**. The probationary period may be extended if the Company deems it necessary. A performance appraisal will be conducted upon completion of your probation. If you successfully complete the specified probationary period, you will receive a letter confirming your employment with the Company subject to the terms and conditions in your Employment Agreement. Unless otherwise agreed or specified in your Employment Agreement, there will not be an adjustment to your salary upon the successful completion of your probation. The probationary period may be extended at the sole discretion of the Company based on your individual's performance. You will be informed prior to the end of the probationary period if an extension is necessary.

SCHEDULE 1

Job Grade	Probation (month)	Notice period
All Grades	3	1 st month – no notice required 2 nd month to end of probation – 7 days After probation – 1 month

2.3 Termination

2.3.1 Resignation

Save as otherwise determined, when resigning your employment, you are required to give prior written notice as set out in your Employment Agreement. The notice period should not include marriage leave, maternity leave, paternity leave compassionate leave, or annual leave. If no notice or short notice is given, an amount equivalent to the amount of wages for the notice period shall be provided. You are expected to continue the job assignment during the notice period and to prepare for job handover.

2.3.2 Dismissal

In addition to any termination pursuant to the provisions under your Employment Agreement, the Company may, at any time, terminate your employment without notice or payment in lieu of notice on the following grounds or otherwise in accordance with the relevant provisions of the Employment Ordinance:

- Failure to observe any reasonable and lawful directions of the Company;
- Habitual neglect of the discharge of duties and any misconduct inconsistent with the due and faithful discharge of duties;
- Failure to comply with any material terms of your employment terms or any or the Company's policies;

- Dishonesty or other gross misconduct;
- Any conduct in a manner which is likely or could reasonably be considered to bring the Company into disrepute or be prejudicial to the Company's interests;
- Sanctions or any disciplinary actions by any regulator or competent authority;
- Failure to renew any permit, licence or approval or such permit, licence or approval is withdrawn or cancelled or you cease to meet the requirements necessary by any regulatory body to enable you to undertake all or any of your duties under the Engagement Agreement;
- Sickness or other incapacity (whether accidental or otherwise) from performing your duties an aggregate period of 120 days or more in any 6 consecutive months; or
- Conviction of a criminal offence.

2.3.3 Return of the Company's Property

All documents, plans, records, computer programs, notes and other materials you receive, prepare, or otherwise acquire during your employment with the Company, and which pertains to the business or affairs of the Company, are the Company's properties. Upon the termination of your employment, you will deliver to the Company or produce for its inspection all copies of such materials in your possession or under your control whether or not requested to do so.

2.3.4 Testimonial

The Company may issue a testimonial for you once you have left the employment, directly addressed to the party who makes such request with your prior consent. A testimonial will include factual information such as job title and period of employment. Recommendations or references about capability or character are a discretionary matter between you and that of which you are seeking the recommendation. A copy of the testimonial shall be filed with by HRD.

2.4 Code of Conduct

2.4.1 Conduct, Performance, Appearance and Behavior

The Company is a professional organization. You are a representative of the Company and it is essential that your conduct, performance, appearance and behavior reflect the highest standards of ethics and professionalism at all times. You are expected to understand the standards of conduct, performance, appearance and behavior required.

2.4.2 Disciplinary Procedures

In the normal course of work, you may be made aware of minor shortcomings in conduct, performance, appearance and behavior. Only if such shortfalls persist, or the matter becomes more serious will disciplinary procedures be initiated. The disciplinary action will depend on the nature and gravity of the offence.

*** Verbal Warning**

This is normally the first stage in disciplinary procedures. Before any disciplinary action is taken, the Company will establish the facts. A record will be kept of the fact that a warning has been given. The warning message should include steps that must be taken to improve conduct, standards/targets to be met, and if appropriate, a time limit for improvement. You will be advised that it is a formal warning. Failure to meet the standards/targets set or continued misconduct will result in further action.

*** Written Warning**

Where the matter is more serious, or where required standards/targets have not been met after a verbal warning, a written warning will be given. The written warning will state the complaint, the standards/targets to be met, time limits for improvement, and a note that further action will ensue if the situation does not improve within the time limits. You will be asked to sign on the written warning as acknowledgement. The warning will be conducted by a Managing Director. A copy of the written warning will be placed in your personal file.

*** Dismissal**

Where there has been gross misconduct, or where you have failed to improve behavior or performance after both verbal and written warnings have been given, you will be dismissed. The dismissal will be confirmed in writing. The Company reserves the right to give notice or payment in lieu of notice in the cases of dismissal. Such payment will not prejudice any right for the Company to take further proceedings on the ground of gross misconduct.

2.4.3 Gross Misconduct

Certain issues are regarded by the Company as so serious as to warrant summary dismissal without prior warning. These matters include, but are not limited to:

- Criminal acts indicating breach of the firm's disciplinary rules or where the individual's conduct affects the ability or suitability for continued employment with the Company;
- Theft, embezzlement and fraud;
- Deception, including making untrue statements on an employment application, falsifying references or qualifications, falsifying time records or expenses, etc.;
- Negligence, including the breach of the Company's health and safety regulations which is likely to cause injury to people or damage to equipment;
- Assault;
- Indecent or immoral acts;
- Being under the influence of alcohol or narcotic drugs whilst working on the Company's business.

In all cases of summary dismissal, an investigation will be held. If necessary, you will be suspended from your duties with pay for a maximum of 14 days pending on the outcome of the investigation.

2.5 Performance Appraisal

Your performance will be reviewed periodically and at least once every year. The annual performance appraisal review provides the opportunity for managers and their employees to review progress jointly, set objectives for the following year, discuss ways of achieving these objectives and identify any areas where skills need developing. As a result, all our employees are given assistance, encouragement and training to realize their full potential.

2.6 Personal Data

The Company needs to maintain accurate records of key information on all employees. You must therefore give written notification about any changes on your personal circumstances as soon as they occur. Examples include change of address, telephone number, marital status, qualifications or birth of children etc. All personal data will be kept in the strictest confidence and will be used only for purposes related to the administration of the Company. Information will not be released to any outside party without prior consent of the employee except as required for the administration of employee benefits or as may be otherwise required by law.



The Company respects employees' privacy and commits to protecting the personal data we collect from employees. The Company will apply and comply with the laws and principles of the Personal Data (Privacy) Ordinance (the "Ordinance") of the Laws of Hong Kong in collecting, holding, processing and using employees' personal data.

The Company's officers, management, and members of employee shall, at all times, respect the confidentiality of and endeavor to keep safe any and all personal data collected and/or stored and/or transmitted and/or used for, or on behalf of, the Company.

The Company shall endeavor to ensure all collection, storage, transmission and other handling or usage of personal data by the Company shall be done in accordance with the obligations and requirements of the Ordinance.

3. OFFICE POLICY AND PRACTICES

3.1 Office Attendance

3.1.1 Working Hours

The normal hours of work are from 9:00 am to 6:00 pm Monday to Friday (including 1 hour for lunch) and such additional hours as are necessary for the proper performance of your duties. You acknowledge that you shall not receive further remuneration in respect of such additional hours.

3.1.2 Holidays

Your paid annual leave entitlement is stated in your Employment Agreement. In addition, you are entitled to public and statutory holidays normally applicable in Hong Kong. The Company's holiday year is from the 1 January to the 31 December.

3.1.3 Reporting Absences

If you are not able to attend work because of illness or injury, you or someone on your behalf, must inform the Manager, the Head of Human Resources/ the Office Manager by phone or email as soon as possible no later than 10:00 am on the first day of absence. You must produce a medical certificate if you are absent for more than one working day.

3.1.4 Early Off Duty on Major Festival Days

Guidelines will be announced and the Senior Management will have the sole discretion to decide whether or not you can be off early, taking into account any published guidelines and operational requirements.

3.1.5 Special Situations

3.1.5.1 General Guidelines on Tropical Cyclone Warning Signals and Rainstorm Warning Signals

Tropical Cyclone Warning Signals/ Extreme Conditions

- If the tropical cyclone warning signal No. 8 or above is hoisted before working hours, the office will be closed.
- If the tropical cyclone warning signal No. 8 or above is lowered to the tropical cyclone warning signal No. 3 or below and cancellation of "Extreme Conditions" announced by the HKSAR government on or before 12:00 noon, all employees should come to work within 2 hours.
- If Typhoon Signal No. 8 is about to be hoisted within 2 hours during office (i.e. staff are already in the office), HR Department will advise Department Head that they will have authority to make appropriate decisions for early release, depending on actual situation, including but not limited to the residential locations of staff, traffic conditions and completion of tasks.
- If you have difficulty in resuming duty or in arriving at work on time, contact your Manager/ Department Head. The Department Head will report the case to HRD and adopt a flexible approach. If you fail to resume duty without prior consent from Manager/ Department Head will be considered as absence from work.
- If the tropical cyclone warning signal No. 8 or above or "Extreme Conditions" is still in force after 12:00 noon, all employees are not required to come to work.
- Staff who are of special duty (including staff who have job duties related to the stock market in Hong Kong or other that Hong Kong) are required to contact Department Head for mutual agreement on the working hour or/ and contingency arrangement.

Black Rainstorm Warning

- If a Black Rainstorm signal is in force before working hours, you should stay home until the warning is lowered or traffic conditions have improved.
- If the Black Rainstorm signal is lowered on or before 12:00 noon, all employees should come to work within 2 hours or otherwise all employees are not required to come to work.
- If you have difficulty in resuming duty or in arriving at work on time, contact your Manager/ Department Head. The Department Head will report the case to HRD and adopt a flexible approach. If you fail to resume duty without prior consent from Manager/ Department Head will be considered as absence from work.
- If the Black Rainstorm signal is still in force after 12:00 noon, all employees are not required to come to work.
- Staff who are of special duty (including staff who have job duties related to the stock market in Hong Kong or other than Hong Kong) are required to contact Department Head for mutual agreement on the working hour or/and contingency arrangement.

3.1.5.2 Work From Home

The Company/ CEO will announce officially if Work From Home is triggered in certain situations. Details of the Work From Home arrangement are set out below:

- If the office or its surrounding is considered unsafe, the CEO may demand all staff members to work from home.
- It is each staff member's responsibility that he/ she has remote access to systems and files required to perform his/ her duties away from office. Please consult IT Department if you need any assistance.
- If the relevant staff member has difficulty to report to office for duties due to traffic conditions or otherwise, he/she may also request to "work from home", which will require approval from his/her supervisor and HR.
- If "Work from Home" procedure is triggered:
 - a. The relevant staff members should inform his/her immediate supervisor as soon as practicable that he/she may need to work from home;
 - b. The relevant supervisor shall inform HR about details of relevant staff members who need to work from home;
 - c. The relevant staff member is expected to:
 - i. Stay at HOME or an alternative safe place;
 - ii. Have remote access to Company's systems and files, such as SharePoint, emails, aFin;
 - iii. Respond to emails, phone calls, Microsoft Teams, Whatsapp or other communication tools adopted by the Company.

3.2 Dress Code

The dress code for the office is smart casual. "Smart casual" differs from weekend or holiday wear, but exactly how is a matter of judgment. Employees should dress at all times neatly and in a professional manner and should not wear anything that would detract from the Company's image or work. Smart casual offers an alternative to the business attire of dresses, suits, ties, and dress shoes.

Positions that involve frequent contact with guests, are suggested to follow the appearance standards:

- Male employees are required to wear neat and clean trousers and shirts (Ties are optional);
- Female employees are required to wear neat and clean skirts/ trousers and shirts;
- All other employees shall maintain grooming and attire standards, which bear a reasonable relationship to their work.

The following apparel is NOT ACCEPTABLE for employee members of the Company:

- Tank tops
- Midriff tops
- Plunging neckline
- Warm up suits, jogging suits, wind suits, yoga pants
- Shorts, hot pants
- Torn/ ripped jeans
- Flips-flops, slippers (except dress sandals, open-toed shoes)
- Clothing that has any type of drawing or words that would be vulgar, profane, and suggestive or affiliated with drugs, alcohol, violence or gangs.

3.3 Office Security

3.3.1 Documents / Important items

All company documents/important items must be handled with care at all times. In order to maintain confidentiality and to avoid the inadvertent disclosure of confidential information, all confidential documents must be properly filed, locked or otherwise secured when not in use. Cabinet keys are assigned to individual staff members for documents storage by the Office Manager. Important items such as the company checks and company seals should always be kept in fire-proof cabinets with individual locks. Each employee is responsible for the safe- custody of the keys that have been assigned to him/her. Any loss of the keys should be reported as soon as possible. All keys have to be returned to the Company upon the staff's termination of employment.

3.3.2 Disposal of confidential documents / Important items

All confidential documents/papers must be handled with care and be disposed of properly. No such documents should be thrown into the waste paper basket or recycled without first being shredded nor should they be reused. If you are in doubt as to whether a document is confidential, assume that it is and act accordingly.

3.3.3 Lost Property

If you notice that any asset of the Company is missing, you should notify the Company immediately. Similarly, any loss of personal properties should be. If you find any property that you believe to be the lost property of other people, you should hand this over to the Office Manager so that enquiries can be made to identify ownership. Every employee has a

responsibility to safeguard the assets and data records of the Company. You must be aware of this responsibility and understand that failure to observe any of the basic security procedures could have serious consequences.

3.3.4 Storing Data

You shall be responsible for:

- Storing data – all business data should be stored on file server. Personal data should be stored on the user's home directory and business data should be stored in the related business folders; and
- Due to unforeseen circumstances (e.g. network problems), you may find it necessary to save data to your PC hard disk. However, it should be copied back to the server as soon as circumstances permit.

4. EXPENDITURE CONTROL POLICY

4.1 Business Expenses

The Company normally reimburses any reasonable expenditure incurred by you for business purposes. Local business expenses generally include business entertainment expenses, international telephone/fax charges and purchase of publications, etc. It is not practical to set a standard for costs of business entertainment incurred as costs vary according to the purpose for entertainment and the guests invited. You are reminded to exercise your discretion and good judgment when arranging such entertainment appropriate to the circumstances. To ease administration, the Company provides frequent users with mobile phones, and subscribes/purchases a list of certain publications regularly for circulation. For reimbursement of business expenses, please submit your detailed and substantiated claims with supporting documents to the relevant Manager for approval.

4.2 Overseas Business Travel

4.2.1 Approval

The Company intends to reimburse employees all reasonable expenditures incurred during the period of the overseas business travel, on travel, local transportation, accommodation, meals and other miscellaneous items. All overseas business travel must be approved in advance by the relevant Manager and Senior Management.

4.2.2 Air Tickets

- All travel reservation and ticketing should be pre-approved by Senior Management and booked through the Company's preferred travel agent. These expenses are settled by the Company directly.
- Employees cannot cash or downgrade the ticket to include an additional journey.
- Any unused portion of travel tickets should be returned for refund unless it will be used for business soon thereafter.
- If any personal travel is added to a business trip itinerary, the incremental cost over the most direct route must be borne by the employees.
- Guideline for classes of travel:
 - Employees at Grade 2 should fly Economy Class for all destinations.
 - Employees at Grade 1 should fly Economy Class for flights under 5 hours, and Business Class for 5 hours flights or over.

4.2.3 Accommodation

- The Company's name should be included in the hotel bills whenever possible, for the purposes of documentation and VAT refunds in certain countries.
- Employees should adhere to the following guidelines with regards to hotel rates:
 - Europe and New York: less than US\$350 per night
 - Other areas: less than US\$200 per night
 - Any other exceptions require special approval
- The original hotel bills must be submitted along with the expense claim forms. Credit card receipts alone are not adequate documentation.

4.2.4 Meals

- Meal expenses incurred during overseas business trips with valid receipts are reimbursable, up to a limit of US\$50 per day. For business entertainment, refer to Section 4.3.

4.2.5 Other Travel-related Expenses

- Transportation: Employees are encouraged to use the most efficient and economical means of transportation appropriate to the local environment, e.g. HK Airport Express Link, Tokyo Narita Express train service.
- Other: The Company will not reimburse personal consumption and usage services (e.g. laundry, videos, health club and spa services, tobacco, hotel mini-bar, etc).
- Internal Company Travel Cash Advance is not available. Employees should make use of banks or money changers to arrange foreign currencies for business travel purpose.
- All claimed items must be substantiated by original supporting documents. In cases where documentation is not available (e.g. tips, taxi), expenses should be reasonably and necessarily incurred, subject to a limit of US\$20.

4.2.6 Combined Business & Personal Travel

- If any personal travel is added or included as part of the business trip, the incremental cost (including air-tickets, accommodation, meals, etc.) must be paid by the employees.
- If the trip is mostly for personal purposes, the cost shall be for the employees' own account and only incidental incremental business costs shall be reimbursed by the Company.

4.3 Business Entertainment

The Company will reimburse all authorized and reasonable entertainment expenses. Any business entertainment that is deemed frequent, costly or lavish as to influence the proper discharge of the employee's duties or to raise any question of impropriety should not be reimbursed. Special approval is required for any reimbursements outside of guidelines.

- All entertainment expenses must be itemized, fully supported with original bills, invoices and receipts.
- The claim must be documented with information such as purpose of the expenses, names and business relationship of the individuals/parties involved.

4.4 Miscellaneous Expenses

Expenses other than the above necessarily and reasonably incurred for conducting business are reimbursable. Nature of expenses should be specified on the claim form and properly documented. Please note that personal items are not reimbursable.

5. COMPENSATION

5.1 Salary Policy

Your salary is set out in your Employment Agreement. Any adjustment in salary must be communicated in writing to be effective. The Company monitors market conditions to ensure that its salaries are competitive with market practice. Your responsibilities, performance, experience and capabilities are all taken into account in setting an appropriate salary level. Salaries will be reviewed annually or such other time as deemed appropriate. You may or may not receive any adjustment in salary as a result of a salary review.

5.2 Confidentiality of Salary Information

Salaries (including bonus payments, salary reviews and other compensation) are strictly confidential. You may not disclose to other employees of the Company or any third party your salaries details and the salaries of other employees, except as required by your job duties and the disclosure should only be made to those who are authorized to receive such information. You should also refrain from revealing your salaries to anyone outside of the Company except to close family members or as required for the purposes of obtaining credit arrangements, or similar legal or personal circumstances.

5.3 Performance Bonus Scheme

Any bonus awarded to you is at the Company's sole and absolute discretion and, if awarded, will usually be paid in the first quarter of each year. Bonus will be paid to you only if you are, as at the bonus payment day, employed by the Company and have not served to the Company or been served by the Company any notice for terminating your employment.

6. EMPLOYEE BENEFITS

6.1 Leave

6.1.1 Annual Leave and Examination & Study Leave

Your annual leave entitlement is stated in your Employment Agreement. In the calendar year of your joining and leaving the Company, you will receive a pro-rata proportion of such annual leave entitlement. Your examination & study leave entitlement is set out in **Schedule 2**. During such holiday entitlements, you shall receive your normal rate of salary.

SCHEDULE 2

Job Grade	Examination & Study Leave
All Grades	5

Leave must be taken in advance with your Manager/ Department Head's approval. Staff must fill in leave application form for any kind of leave such as no pay leave, annual leave, sick leave, work injury, any special compensation, compassionate leave. You should submit a leave application form with supporting document(s) (if applicable) to your Department Head for approval and HRD for record. Department Head shall submit form to Director for approval and HR for record.

Reasonable prior notice of leave should be given, and agreement to take leave at a particular time may be refused if unduly short notice is given. You should ensure that you are not away from the office for more than one week at any time unless prior approval had been obtained from your Manager.

You are encouraged to take all your annual leave entitlement by 31 December each year and untaken leave will be forfeited automatically except only up to 5 days can be carried forward until 30 June of the following year for Employees at all Grades.

6.1.2 Sick Leave

All employees must provide the Company with a medical certificate issued by a registered medical practitioner, stating the diagnosis for the absence and thereafter provide a like certificate each week to cover any subsequent period of absence. If you cannot provide these certificates, you will not entitle a paid sick. The leave taken will be counted as annual leave or no pay leave.

The Company reserves the right to request you to undergo a medical examination with a medical practitioner of its choosing at any time during a period of absence due to illness of capacity.

Subject to your complying with the notification procedure as outlined above, you will be paid sick leave in accordance with the Employment Ordinance.

If you are incapacitated as a result of any alleged action or wrong of a third party and you decide to claim damages in respect thereof, then you will use all responsible endeavors to recover damages for loss of earnings over the period of which salary has been or will be paid to you by the Company and will account to the Company for any such damages recovered (net of the reasonable costs of recovery) and in an amount not exceeding the actual salary paid or payable

to you by the Company in respect of the said period. You will keep the Company informed of the commencement, progress and outcome of any such claim.

In the event that you or a medical practitioner provides information to the Company concerning your health, you hereby expressly consent to the Company retaining such information on your personal file for so long as is reasonably necessary for the purposes of effectively managing aspects of its business in which you are involved. You will undertake to sign any additional consent that may be required for the company to process such information for such purposes.

6.1.3 Marriage Leave

You are entitled to 5-day leave in the case of marriage. Marriage leave must be taken within 3 months from the date of marriage. A copy of the marriage certificate has to be submitted to HRD prior to the leave.

6.1.4 Maternity Leave

Maternity leave is handled in accordance with the Hong Kong Employment Ordinance.

All female employees are entitled to maternity leave in accordance to the provisions of the Employment Ordinance of Hong Kong from time to time. You are advised to notify your Manager and submit a doctor's certificate to HRD as soon as you know the estimated date of delivery / hospital confinement.

A female employee is eligible for, a continuous period of 10 weeks maternity leave if she has served the Company for not less than 40 weeks immediately before the commencement of maternity leave, and she has properly given notice of pregnancy to the Company. Presentation of medical certificate issued by a registered medical practitioner confirming the pregnancy is required. Application for maternity leave must be made as soon as the expected date of confinement is known but not later than 12 weeks prior to the expected date of confinement. Upon resumption of duty, a copy of the birth certificate must be submitted HRD for enrollment for employee benefits, if applicable.

With the agreement of her Department Head, the employee may decide to commence her maternity leave from a minimum 2 weeks to a maximum 4 weeks before the expected date of confinement.

If public holiday(s) occurs during the period of maternity leave, no replacement will be made for such public holiday(s).

In the event of miscarriage, any day absence from work by such reason shall be counted as sick leave. Any day off in respect of pre-natal check-up, post confinement medical treatment is to be counted as sick leave. Employees must provide the Company with a medical certificate issued by a registered medical practitioner, stating the relevant diagnosis.

The daily rate of maternity leave pay is calculated in accordance with the Hong Kong Employment Ordinance.

6.1.5. Paternity Leave

Paternity leave is handled in accordance with the Hong Kong Employment Ordinance.

A male employee is entitled to 5 days paternity leave pay for each confinement of the spouse/partner if he has served the Company for not less than 40 weeks immediately before the commencement of Paternity Leave. Application for paternity leave must be supported by documents proving the eligibility of the employee to the satisfaction of the Company. The

supporting documents include a medical certificate issued by a registered medical practitioner specifying the expected date of birth of the child and a copy of the birth certificate of the child showing that the employee is the father of the child.

You may take paternity leave at any time during the period from 4 weeks before the expected date of delivery of the child to 10 weeks beginning on the actual date of delivery of the child. He may take all 5 days of paternity leave in one go or on separate days.

You must notify your Department Head of your intention to take paternity leave at least 3 months before the expected date of delivery of the child (exact date of leave not required at this stage) or at least 5 days before that leave date, and the date of his paternity leave before taking the leave.

Where more than one child is born as a result of the same pregnancy, the child in this policy shall refer to the first child born only and a maximum of 5 days paid paternity leave will be granted in respect of the same pregnancy.

6.1.6 Compassionate Leave

You are entitled to a 3-day compassionate leave to attend funeral or related affairs in the event of the death of any immediate family members. Immediate family members are defined as an employee's spouse, children, siblings, parents and parents-in-law. Extension of compassionate leave to include cases outside the immediate family members as described above will be considered individually on their merits. Approval should be obtained from your Manager accordingly.

6.1.7 Jury Service

Jury Service leave will be granted on the production of the relevant official notification. However, should the period of jury service coincide with work, the Company may apply on your behalf to have the jury service deferred.

6.1.8 Unpaid Leave

In certain circumstances, Department Head/ Director/ CEO may approve unpaid leave. This will normally be granted for no more than five working days in one calendar year. Unpaid leave is granted only under very special circumstances at the discretion of the Company, and will not normally be granted as an extension of annual leave for leisure. Unpaid leave must be taken only after all annual and casual leave has been exhausted.

6.1.9 Leave Application Procedure

If you wish to apply for any leave, you should complete the leave application form in advance and obtain approval from your Manager/ Department Head before submitting to HRD for record.

If you would like to amend, withdraw or cancel an approved leave application, you must notify HRD in writing to enable your records to be updated.

6.1.10 Leave Pay Upon Termination or Resignation

Public and statutory holidays do not count against annual leave if they fall within a leave period. Only regular working days will be counted for purposes of calculating annual leave.

For any incomplete service year, annual leave entitlement shall be pro-rated according to the calendar days that employees are under their employment with the Company up to 31 December each year.

If you are promoted during a calendar year, your annual leave entitlement will be re-calculated, on a pro rata basis, from the date of your promotion.

You should apply for annual leave as soon as practicable. Any applications for annual leave in excess of 5 days must be made at least 2 weeks in advance of the start of the proposed leave. However, annual leave can be taken only following your successful completion of the probationary period, and is subject to advance approval by your Manager. Approval of your request depends on the Company's operational requirements. During your probationary period, you are not allowed to take any annual leave without your Manager's prior approval.

If your employment is terminated during your first three months of your employment, you are not entitled to any payment of your accrued annual leave entitlement. If your employment is terminated after your probationary period ends, your annual leave will be pro-rated up to the last day of your employment. Once this is calculated, the value of any leave not taken will be added to (and the value of any excess leave taken deducted from) your final paycheck.

The formula for calculating the value of annual leave is set out below:

Average Daily Wage* x Untaken Balance of Leave or Number of Days of Excess Annual Leave Taken

* the average daily wage is calculated in accordance with the Employment Ordinance.

6.2 Mandatory Provident Fund Scheme

6.2.1 You will be eligible for pension benefits provided you have worked a total of more than 18 hours a week with earning above minimum relevant income level per month (please refer to Mandatory Provident Fund Schemes Ordinance and the Mandatory Provident Fund Schemes (General) Regulation) from time to time. The Company will provide MPF for the employees according to the requirements laid down by the Mandatory Provident Fund Schemes Ordinance and the Mandatory Provident Fund Schemes (General) Regulation.

Both the Company and you will contribute an amount equal to 5% of your salary in equal monthly installments in arrears to your personal pension scheme (subject to the maximum limit as amended by applicable laws from time to time)

6.2.2 Your contribution will be calculated from the 30th day you commenced employment with the Company and the Company's contribution will be backdated to the date of your continuous employment. Your contributions shall be made by way of deduction from your monthly salary.

6.2.3 The Company's contributions to such scheme shall be subject to the rules of the scheme and any other legal or regulatory requirements as amended from time to time.

6.3 Insurance Schemes

6.3.1 Medical Insurance

Entitlement to the Company's employee medical insurance scheme should refer to your Employment Agreement.

6.4 Club Memberships

The Company may hold memberships in a number of social clubs. All club membership nominations should be approved by the Board of Directors.

6.5 Allowance

6.5.1 Overtime Allowance

No overtime allowance will be paid to employees.

6.5.2 Overtime Meal / Transportation Allowance

Employees who are required to work beyond 9:00 p.m., on Monday to Friday, and 12:30 p.m. or/and 6:00 p.m. on Saturday and Sunday and public holiday, are entitled to a meal allowance of **HK\$80** per occasion (based on actual costs up to this maximum).

Similarly, employees who are required to work overtime after 11:00 p.m., Monday to Sunday, are entitled to taxi allowance to return to their home (based on actual cost up to **HK\$150**, taxi receipts are required for reimbursement).

In order to receive reimbursement for overtime meal / transportation allowance, employees must complete the Overtime Meal & Transportation Claims Form or Expenses Claims Form along with the original receipts.

Reimbursement of transportation expenses under other circumstances will be subject to the approval of your Manager.

7. TRAINING AND DEVELOPMENT

7.1 Professional Membership Fee Sponsorship

You may be eligible for sponsorship of your annual professional membership fee of a recognized professional body which is relevant to your present job. Only the annual membership fees may be sponsored. Department Head/ Director/ CEO may endorse your claim if he/she is satisfied that such membership is relevant to your job.

Job Grade	Professional Membership Subsidization (Maximum \$ per year)
Grade 1	HK\$5,000
Grade 2	HK\$3,000

7.2 Professional Examination Fee Sponsorship

The Company may sponsor you for professional examinations which are relevant to your professional development. Applications for the company's sponsorship should be directed to your Manager for approval, and then endorsed by the Department Head. If you fail to show up for the examination without a valid reason, you are required to refund the examination fee to the Company. Normally you are not eligible to apply for the Company's sponsorship if you fail to pass the same examination after two attempts.

Job Grade	Education Subsidization (Maximum \$ per year)
Grade 1	HK\$5,000
Grade 2	HK\$3,000

7.3 Training / Seminars

7.3.1 General

The Company encourages you to achieve and maintain the required level of competence to fulfill your job responsibilities by providing professional training/seminars for employees, in addition to continuing on-the-job training. You should document any training needs on your annual appraisal form for follow-up. You must attend any training that has been arranged or give sufficient notice of withdrawal if you cannot attend for any reason.

7.3.2 Overseas Training / Seminars

Overseas training/seminars and any related expenses (i.e. airfares, hotel accommodation and local transportation, etc.) may be reimbursed with a CEO's prior approval.

8. CONFIDENTIALITY

In addition to the common law obligations to keep confidential information secret, you must not for your own use or disclose to any person, company, business entity or other organisation whatsoever otherwise than in the proper course of his/her duties, trade secrets or information (howsoever stored or communicated) of a confidential nature concerning the business, trade secrets, Investments, investors or prospective investors of the Company and each Protected Company, including but not limited to:

- any information containing the business, development, affairs, future plans, investment strategies, connections, operations, accounts, finances, organisations, processes, policies or practices, dealings, trading, or know-how relating to or belonging to the Company or any of its investors and/or Investments;
- details of the Company's and/or any of its investors' and/or Investments' financial projections or projects, prices or pricing strategy, advertising, investment, marketing or developing plans, product development plans or strategies, quantitative analytics and models used to evaluate financial instruments, proprietary software, fee levels, remuneration structures, market share and pricing statistics, marketing surveys and research report and their interpretation;
- details of relationships or arrangements with, or knowledge of sensitive information concerning, the Company or actual or potential investors and/or Investments;
- information of a personal or otherwise confidential nature (including, but not limited to, remuneration, bonus or discretionary payments) relating to fellow employees, directors or officers of and/or consultants to the Company; and
- any document marked "confidential" or information which has been supplied to you in confidence or which you have been informed is confidential or which you might reasonably be aware is confidential, or any information that has been given to the Company in confidence by investors, counter parties or other persons (collectively, the "**Confidential Information**").

Employees shall not at any time during the continuance of their employment with the Company make any notes or memoranda relating to any matter within the scope of the business, dealings or affairs of the Company otherwise than for the benefit of the Company. The Company reserves the right to commence disciplinary action against any employee arising from any breach of the obligations set out in Clause 9.

Employees undertake to use their reasonable endeavours to prevent unauthorised publication or disclosure to any third party of any Confidential Information as defined in Clause 9 (save as may be required by law or a duly authorised regulatory body).

These confidentiality provisions shall continue to apply after termination of employment, howsoever arising, without any time limit but shall cease to apply to any information or knowledge which may at any time come into the public domain other than through unauthorised disclosure.

9. INTELLECTUAL PROPERTY

9.1 Employees agree and acknowledge that all rights, title, interests and Intellectual Property Rights in and to all Works made, created, developed, written, reduced to practice, produced or conceived by his/her, in whole or in part, either solely or jointly with others:

10.1.1 in the course of employment with the Company;

10.1.2 as a result or in connection with any work, services or duties performed by him/her for the Company; and/or

10.1.3 with the aid, assistance or use of the Company's resources, equipment, supplies, facilities or Confidential Information,

shall vest and remain at all times in the appropriate member of the Venture Smart Group.

9.2 Employees will assign all Intellectual Property Rights to the appropriate member of the Company and do such further acts as may be desirable or as reasonably requested by the Company to enable any member of the Company to obtain protection for or to exploit any Intellectual Property Rights.

9.3 Employees will not, at any time or in any way, question, dispute, infringe or do any act inconsistent with the Company's ownership of the Intellectual Property Rights.

10. GRIEVANCE AND COMPLAINTS PROCEDURES

If you have any grievances or significant concerns relating to your employment, you may request a meeting with the Manager. If the Manager is unavailable or you wish to take the matter further, you should speak to a Director/ CEO of the Company. You will also have the right:

- to be given a fair hearing by his/her respective supervisor or Department Head, as the case may be; and
- to appeal to the concerned HRD or top management against a decision made by the Manager or Department Head if the grievance has not been resolved satisfactorily.

The Director and HRD will investigate into the grievance(s) or complaint(s). Private interviews may be arranged with different parties. Judgments and decision by the director or top management are final.

Any grievances or complaints made anonymously will not be considered.

11. EQUAL OPPORTUNITY

The Company is firmly committed to equal opportunity in employment and eliminate any form of discrimination against all employees and other persons/ third parties who have dealings with the Company. In this regard, employee of the Company should take note of the legislation on equal opportunities in Hong Kong including the Sex Discrimination Ordinance (SDO), the Disability Discrimination Ordinance (DDO), the Family Status Discrimination Ordinance (FSDO) and the Race Discrimination Ordinance (RDO), which makes it unlawful for anyone to discriminate against another person on the grounds of sex, pregnancy, marital status, disability, family circumstances and race. (Details are available from the Equal Opportunities Commission's website at www.eoc.org.hk.)

The Company's Employee Handbook is committed to the promotion of equal opportunities. As an equal opportunities employer, the Company will operate its employment policy in such a way that individuals will be selected, appointed, promoted, developed and treated on the basis of a set of consistent selection criteria. Accordingly, individuals will be assessed on the basis of the job requirements and their relevant aptitudes, skills and abilities, and not on other irrelevant considerations. Equal opportunities policy of the Company applies to job advertisements, recruitment, terms and conditions of employment, performance assessment, promotion, transfer, training, dismissals, grievance procedures and general conduct.

The Company acts to ensure dignity at work. Harassment or victimization of any form will not be tolerated. The Company will handle grievances, complaints or allegations relating to discrimination or sexual harassment. Policy statement on Sexual Harassment Policy is in place to work towards the elimination of sexual harassment and providing proper channel for redress if and when it does occur.

12. SEXUAL HARASSMENT

The Company is firmly committed to eliminating any form of discrimination against all employees, and other persons/ third parties who have dealings with the Company. Since sexual harassment is a form of discrimination, all employees of the Company shall take necessary steps to ensure that the workplaces are free of sexual harassment. Sexual harassment is prohibited and is unacceptable at all levels in the Company. The sexual harassment policy applies to both men and women. Persons who feel sexually harassed, offended, humiliated or intimidated by unwelcome sexual advances, requests for sexual favours, or other conduct of a sexual nature should make it known to the harasser that the conduct is unwelcome. All employees of the Company should be acquainted with this policy and are encouraged to report cases of sexual harassment to HRD. The Company would not tolerate sexual harassment and harassment on the ground of sexual orientation. Any employee member who is found to have contravened the Company's policy will be subject to disciplinary action.

12.1 Definition of Sexual Harassment

Sexual advances, requests for sexual favours, and other verbal, non-verbal, or physical conduct of a sexual nature constitute sexual harassment if they are unwelcome. In determining whether conduct constitutes sexual harassment, a totality of circumstances of the conduct will be considered.

The following may constitute sexual harassment:

- Repeated attempts to make a date, despite being told "NO" each time
- Comments with sexual innuendoes and suggestive or insulting sounds

- Relentless humour and jokes about sex or gender in general
- Sexual propositions or other pressure for sex
- Implied or overt threats for sex
- Obscene gestures or inappropriate touching (e.g., patting, touching, kissing or inching)
- Persistent phone calls or letters asking for a personal or sexual relationship
- Displaying sexually obscene or suggestive photographs or literature

12.2 Regulations for the Resolution of Claims Concerning Sexual Harassment

The means of resolving claims of sexual harassment endeavour to strike a balance between early resolution and the need for a thorough investigation. Alternative procedures, informal and formal, are proposed but first the accuser needs to be advised of these alternatives. As a matter of principle, all information related to claims of sexual harassment should be kept confidential by persons who handle the claims. The Company will not normally handle anonymous complaints.

12.3 Confidentially

All complaints and associated correspondence and interviews must be treated in strict confidence. Breaches of confidentiality will be dealt with in accordance with the disciplinary procedure.

13. PREVENTION OF BRIBERY

According to the Prevention of Bribery Ordinance ("PBO"), it is an offence for an agent or employee to solicit or accept an advantage, without the permission of his/her principal (e.g. the Company he/she works for or his/her employer), as an inducement to, or reward for, his/her doing or forbearing to do any act in relation to his/her principal's affairs. Any person who offers an advantage to an agent is also guilty of an offence. All employee should be aware of PBO and follow related guidance issued by the Independent Commission Against Corruption ("ICAC"). Section 9 of the PBO is the key provision designed to uphold market integrity by safeguarding the interests of employers from unscrupulous employees who abuse their power or position for personal gain. The provision makes it an offence for an agent (usually an employee) to solicit or accept any advantage without the permission of his principal (normally an employer) when conducting his principal's affairs or business. The person who offers the advantage is likewise guilty of an offence.

"Advantage" refers to anything that is of value such as money, loans, commissions, offices, contracts, services, favours, discharge of liability in whole or in part, etc, but does not include entertainment. "Entertainment" means the provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment provided at the same time, for example singing and dancing. For more details, please refer to the official website of ICAC <http://www.icac.org.hk/tc/home/index.html>.

14. WHISTLEBLOWING

The Whistle Blower Policy is applicable within the Company. This is to enable persons employed by the Company a channel to report any suspicions of non-compliance with regulations, policies and fraud etc to the appropriate authority for resolution, without any prejudicial implications for these persons.

A suspicion of non-compliance or fraud must be based on reasonable grounds and involve (impending) offence, an (impending) infringement of regulations, (impending) deliberate misinformation to misled the public, the Group and customers during their dealings. In addition, the Policy also applies to deliberate withholding, destruction or manipulation of information.

The Board together with its members shall be vested with the power and authority to receive, investigate and enforce appropriate action when any such non-compliance matter is brought to its attention.

14.1 Procedure

1. An employee may report suspected non-compliance to the HRD in writing by letter or emails as below, providing detail of the non-compliance

HRD : hr@zuu.com.hk
2. HRD will review the letter or emails, and then report to senior management or the Board, if necessary.
2. The HRD sends a confirmation and acknowledgement to the employee who reported the suspicion of non-compliance.
3. The HRD and senior management will conduct an investigation into the reported case of suspected non-compliance as soon as possible. The report of suspected non-compliance shall be treated as confidential. The name of the reporting employee (the whistle blower) shall not be revealed during the investigation and the employee's anonymity shall be uphold and guaranteed unless is required by law.
4. Depending on the complexity and complication of the suspected case, the HRD and senior management shall inform the employee within reasonable time after the receipt of report, his findings, recommendation or comment where appropriate. If the findings result in certain action to be taken, the HRD shall also indicate the same to the reporting employee.
5. If the HRD and senior management is unable to complete its investigation within reasonable time, he shall also inform the reporting employee the estimated time required and position taken to address the non-compliance issue.
6. Under no circumstances, the HRD and senior management shall be found intimidated by any employee as any intimidation or threat shall be dealt with seriously and such matter shall be reported and elevated to the appropriate regulatory / investigating authorities for investigation.

14.2 Legal Protection

An employee who reported a suspicion of non-compliance, in good faith, in accordance with this policy and based on reasonable grounds, shall have all legal protection.

15. ANTI-FRAUD POLICY

The Company is committed to preventing, detecting and reporting fraud, including fraudulent financial reporting.

The Anti-Fraud Policy applies to directors, employees and consultants of the group. We encourage all of our business partners, including joint venture partners, associated companies, contractors and suppliers to abide by the principles of this policy.

In this policy fraud is defined as acts such as deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. For practical purposes, fraud may be defined as the use of deception with the intention of obtaining an advantage, avoiding an obligation or causing loss to another party.

Examples of conduct that would be considered fraudulent include:

- Theft of inventory;
- False invoicing or settlement of contracts;
- False work expenses;
- Unauthorized adjustments to related parties customer account balances (e.g. friends and relatives electricity or gas billing records);
- Improper use of commercially sensitive information;
- Collusive activity with trading counterparties or competitors;
- Unauthorized trading activities;
- False accounting or misleading disclosures;
- Deliberate misuse of Company credit cards

15.1 General Policy

The Company will maintain a control environment that promotes its values, including the requirement for all levels of employees to adhere to the Code of Conduct. The group will conduct periodic and systematic fraud risk assessments.

The Company control activities will be designed and adapted to mitigate fraud risks identified internally and by the external auditors.

The Company will effectively communicate its anti-fraud policy and procedures to all levels of employees. The procedures for reporting allegations of fraud by employees and external parties will be clearly communicated.

The Company will monitor the effectiveness of its controls related to mitigating fraud risk and remedy any deficiencies identified internally and by the external auditors in a timely manner.

15.2 Reporting and Response

Suspected cases of fraud should be reported promptly, whether or not it is known who may be responsible for the fraud or how it may have occurred. They should be reported to one's direct supervisor, team leader or unit manager or directly to the department of Compliance.

As the Company takes this reporting seriously and wants to fully investigate all potential cases, it is preferred that these reports not be made anonymously. However, it is recognized that for any number of reasons an employee may not feel comfortable reporting potential fraud cases directly. In these cases, anonymous reports should be submitted to the department of Compliance. These reports can be made verbally (telephone) or in writing (letters or email). Everyone in senior management will fully support those who in good faith report potential cases or fraud. The department of Compliance will report the incident to BOD for further investigation.

All potential frauds will be fully investigated by the department of Compliance. These investigations will be handled confidentially. Management will take immediate corrective actions to resolve substantiated frauds.

The department of Compliance will report fraudulent activity to the Board at least annually. This report will include the number of cases reported, the nature of important investigations and the results of those investigations.

All material fraud and any fraud committed by managers or employees who could impact the group's system of internal controls will be reported to the external auditors.

This policy will be reviewed and, if necessary, updated at least every two years. Any changes to this policy will be submitted to the Board for approval.

16. CYBERSECURITY INCIDENT HANLDING

In order to protect the concerned individuals/ unit, cybersecurity incidents should be handled as soon as possible. The policy outlines the stages involved in handling a cybersecurity incident.

16.1 Procedures

Cybersecurity incidents, once discovered, should be promptly reported to IT Department. Currently, the following channels are available or reporting cybersecurity incidents:

- IT department direct line

Initial Containment – Cybersecurity incident usually comes with damages. Attempts should be made to minimize the impact of the incident as much and as quickly as possible. For instance, disconnecting the affected computer form the network may be a sensible first step to limit the damage in certain cases.

16.2 Impact Assessment, Eradiation and Recovery

When a cybersecurity incident is reported, the cybersecurity incident response team will classify it into one of the following different incidents impact levels:

Incident Impact Level	Descriptions of Impact Level	Example of incidents
Extensive/ Widespread	If not resolved immediately, the incident will result in unscheduled service interruption of critical service, or severe security breach together with financial loss, data breaches or reputation damage.	Compromise of computer/server handling client records; media reported compromise of system, etc.
Significant/ Large	If not resolved timely, the incident may affect the normal operation of core services and lead to security breach. Financial loss or reputation damage is also probable	Disruption of trading related systems; compromise of computing facilities but without client or staff data, etc.
Moderate/ Limited	If not resolved within a reasonable period of them, may introduce additional vulnerabilities and expose the information systems or resource to higher risk of service interruption. Financial loss or reputation damage is possible if such vulnerabilities are exploited accidentally or by malicious parties.	IT systems found to be vulnerable or compromised; some non-trading related servers suspected to be compromised.
Minor/ Localized	The incident is related to non-critical information systems or non-sensitive data, and the possibilities or causing service interruption, financial loss or reputation is remote. However, it may require additional controls or alternative operational procedures to retain service level and could lead to downgrade of efficiency.	Virus infection of a few desktop computers which are not used for client data.

All cybersecurity incidents will be recorded, for significant/large incidents, the cybersecurity incident response team prepare a review report in collaboration with the relevant cybersecurity coordinators. The review report will outline the incident, remedial actions taken, impact of the incident as well as longer term actions that are deemed appropriate. The review report will be sent to the management of the concerned units for reference.