



BORNEO

บริษัท บอร์เนียว เทคนิเคิล (ประเทศไทย) จำกัด

Borneo Technical (Thailand) Limited

Work Regulation

July 2019

Work Regulation of Borneo Technical (Thailand) Limited

Location

- **Head Office:** 89/175 Vibhavadi Rangsit Road, Talat Bang Khen Sub-district
Lak Si District, Bangkok 10210
Phone 02-0814900

- **1 Distribution Center, which is :**
Pathum Thani Distribution Center

- **8 Branch Offices and Warehouses, namely**
Chiang Mai Branch Surat Thani Branch Khorat Branch
Laem Chabang Branch Udon Thani Branch Phitsanuloke Branch
Ratchaburi Branch Hat Yai Branch

- **4 Sales Offices, namely**
Ayutthaya Branch Chachoengsao Branch
Rayong Branch Samut Sakhon Branch

Type of Business: Distributor of the industrially technical products and equipment of engines and spare parts of all types of vehicles.

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Chapter 1

General Issues

The Company has revised the Work Regulation of Borneo Technical (Thailand) Limited, dated 1 October 2018 to comply with the Labor Protection Act (No. 7) A.D. 2019, which has come into force since 5 May 2019, as follows.

1. Objectives To ensure the operations are proper to and fulfill the objectives of Borneo Technical (Thailand) Limited, the Company has established this Working Regulation as a practical guideline and instructional source for the Employees to be aware of their corporate responsibilities, the corporate practices towards them and the Company's expectations from them in exchange for the employments. This Working Regulation will also enhance and maintain the good understanding, unity and relationships between the Employees and their supervisors for the joint happy and successful working as per the corporate objectives in the peaceful and orderly environment.

2. Definitions According to these Regulations

2.1 "Company" means Borneo Technical (Thailand) Limited and its affiliated companies.

2.2 "Employer" means Borneo Technical (Thailand) Limited and its affiliated companies.

2.3 "Employee" means the person who has been hired to work for Borneo Technical (Thailand) Limited by being appointed to his position and perform the duties as assigned.

2.4 "Supervisor" means an Employee appointed by Borneo Technical (Thailand) Limited to be a supervisor in any part of the operations and the operations control as per the corporate regulations and the rules designated by the supervisors in the higher level.

3. Rights, Duties and Responsibilities To achieve the objectives of the Company efficiently and effectively, the Company has determined the scope of its rights, duties and responsibilities as follows.

3.1 The Company has the authority and right to perform the operations including the management, the implementation, the initiatives or the changes of the operating methods, which are not limited to the following rights.

- 3.1.1 To instruct or assign the duties and responsibilities of each job.
- 3.1.2 To hire, promote, transfer, assign and order each Employee to stay in a position, to reduce his position, to terminate his employment or to carry out any disciplinary action.
- 3.1.3 To create new jobs, collapse jobs or terminate the employment due to lack of work or any other reasonable cause.
- 3.1.4 To create and maintain the operating efficiency.
- 3.1.5 To designate the work methods, materials and equipment and the number of Employees as appropriate.
- 3.1.6 To issue the conduct and work safety regulations or rules.
- 3.1.7 The Company reserves the right to order the Employees to work outside the work place.

3.2 The Employees have the duty to perform the assigned work successfully and efficiently as possible. The Employees must respect and comply with the Working Regulation and rules strictly and consistently within the good discipline framework so as to bring reputation and honor for himself and the Company.

3.3 The Employee may consult with his supervisors, starting from the supervisors in the initial level and higher respectively so as to discuss, ask for advice and assistance from the executives and the Human Resources Department. However, the Employee should consult his supervisors in the line of command first.

3.4 The Company reserves the right to change the regulations at any time by following the Labor Protection Act and the Labor Relations Act. The revision will be announced to the Employees in advance every time.

Chapter 2

Human Resources Management Policy

1. **Objective** The Company aims to manage its Employees by selecting, developing, promoting and maintaining the effective Employees in order to lead the Company's business to reach its goals effectively and efficiently.
2. **Policy** In order to achieve the above-mentioned human resources management objective, the Company has set the following workforce management policy.
 - 2.1 All Employees will be treated fairly and with dignity as part of the Company.
 - 2.2 Employee recruitment shall be done fairly by considering the qualifications of each position, the educational qualification, experience, physical condition and other necessary requirements. The Employee will be appointed into an appropriate position and the position or work duties may be shifted properly on the case basis.
 - 2.3 The Company has realized that good communication will bring the efficiency and relationships in working together. Therefore, the Company will encourage the regular dissemination of relevant news to the Employees on proper opportunities and as much as possible.
 - 2.4 Determination of remuneration for the Employee will be considered fairly as appropriate to the conditions and the nature of the work, the work performance result together with the ability of the Company.
 - 2.5 For the welfare of the Employees, the Company will maintain the working conditions safe and hygienic except the case where the Employee needs to do or to refrain from doing any action that can cause harm to himself.
 - 2.6 To encourage the Employees' participation in improving the work efficiency, the Company will urge the Employees to express their opinions on how to save time, money and materials and to gain the safety or better working methods.
 - 2.7 The Company has a policy to support training as a part of its Employee development. The training will create the mutual benefits for both the Company and the Employees as well as providing the opportunities for the Employees to progress in their work.

2.8 For the orderliness, unity, relationship and mutual understanding, safety and progress of the Employees and the Company as well as for the benefit of working together towards the well-being of the Employees, the Company therefore has established this Regulation for the Employees to adhere to and work for the good disciplinary benefits of the organization. When any Employee avoids or violates this Regulation, he will be deemed to have committed an offense and will be taken into an investigation and the corrective measure can be appropriately implemented in accordance with this Regulation as the case may be.

2.9 For the good relations of the joint working and as a guideline to resolve grievances regarding the work of the Employees, the Company has set up the Procedure for Complaints Making. The Employees can use it a practical guideline and in submitting a complaint, the Employee will be treated fairly.

2.10 The Company considers the supervisors in the line of command as an important part of the work administration. They shall be responsible for the personnel management as well as promoting the good relations between the Employees and the Company. However, all Employees are also responsible for maintaining the good relationships as well.

Chapter 3

Employment

1. **Policy** This Chapter describes the hiring process that consists of recruiting, selecting, filling into the position, appointing and relocating the Employee once there is a vacancy by considering the qualified internal persons first. However, the Company retains the right and the power to recruit and appoint the third parties into various positions as it shall see fit and appropriate.

2. Employment Requirements

2.1 The employment must be done in accordance with the designated rate of manpower only. Increasing or reducing the manpower rate shall be as approved by the Managing Director or any person assigned.

2.2 The Company has the right to collect a financial security from the Employee from the start of the employment or in case the Employee may face any positional change, transfer, movement or adjustment during the work that is responsible for the corporate finance or assets. Such security shall serve as a guarantee against the damage done by the Employee's work.

2.3 Regarding the employee selection, the Company will consider only those who are aged 18 years or older.

2.4 The Managing Director or the authorized person by appointment has the authority in recruiting, testing, interviewing, selecting, filling into the position, and appointing an Employee to work, relocate, change the job duties or to leave the work.

3. **Types of Employees** For the benefit of Company management, Employees will be classified as follows.

3.1 Monthly Employee is the Employee that the Company agrees to hire by paying him the monthly salary.

3.2 Daily Employee is the Employee that the Company agrees to hire by paying him the daily wage.

3.3 Performance-based Employee is the Employee that the Company agrees to hire by paying him as per his work output that is calculated in units.

3.4 Hourly Employee is the Employee that the Company agrees to hire by paying him an hourly wage.

4. Filling into Position and Appointment

4.1 In order to ensure that all Employees have the knowledge, ability and other qualifications appropriate to perform their duties in accordance with their positions, the Company requires all new Employees to be the Employees on the Trial Period for the time duration specified in the employment contract made with the Company.

4.2 During the trial period, the Company will monitor and evaluate the performance, behavior, other qualities of that Employee so as to consider his suitability for the positional appointment. In the event that the Company sees the inappropriateness of any Employee on the trial period on whatever reason, it will terminate his employment without prior notice. Such employment termination will not result in any compensation or indemnity payment. Unless the Company terminates the employment of the Employee on a trial period who has worked for more than 119 days, compensation will be paid as per laws.

4.3 In the case that the Company has considered the performance, behavior, character and other qualifications of the Employee on the trial period suitable for the position he is holding and for being an Employee of the Company, the Company will notify that person in writing.

5. Appointment and Transfer In order to achieve its objectives, the Company needs to appoint, transfer or change the position and duties of the Employee from time to time as shall be proper. The Company will adhere to the principles of fairness and appropriateness in accordance with the policies mentioned above.

6. Employment The text in this Chapter deals with the Company's policies on the employment, the types of the Employees, the work trial period, the filling into positions, and the appointments and transfers. Those measures have been set up for the Company to get the best and most suitable Employees to work in various positions. However it has often appeared that the Employee who has already passed such measures may fail to work in his position he applied for or any other position he has been transferred to and that has led to the termination of his employment thanks to the deficiency of his qualification. All Employees hence need to maintain their work standard and simultaneously need to improve their work and increase their knowledge and performance to avoid such problem and thus will achieve their work progress including life stability and happiness for themselves and their families.

7. Employment of other Types of Employees Besides those specified in Chapter 3, the employment will be proceeded in accordance with the employment policy and other benefits of the Company or as specified by the Labor Protection Act such as the employment for a specific duration, etc.

Chapter 4

Working Days, Normal Working Hours and Break Time

The working days, normal working hours and break time are designated from the mixture of the Company's industrial and commercial business nature. The normal working hours thus are not more than 48 hours per week or 8 hours / day. The Company reserves the right to change them to other days on the ground of its necessary business operations and upon the legal procedures and prior notice to the Employees.

1. Working days, normal working hours and break time are as follows.

1.1 Work days are Monday to Friday.

1.2 Normal working time is 08.00 - 17.00 hrs.

1.3 Break time is 12.00 - 13.00 hrs.

1.4 If the break is for more than 2 hours, the wage will be paid equal to normal working hours.

2. The Employees stationed in the Department stores, showrooms and service stations work up to 48 hours per week. The break time after working for not more than 5 hours is at least 1 hour per day in pursuance of the break time of each store where the Employees work.

3. The delivery Employee has the duty to drive vehicle and works up to 48 hours per week or 8 hours / day, with a break time of not less than 1 hour after his driving on duty for not more than 4 hours.

4. The Employees in some work lines may have the working days, break time, shift time, weekly holidays as appropriate and upon the advance notification to them. Each of them works up to 48 hours per week with a break of at least 20 minutes at a time. The entire break time totals not less than one hour per day.

5. All Employees must strictly comply with the work schedule that the Company has informed.

6. The Company reserves the right to make changes to the work days, working hours, break time, holidays and shift time as it deems proper to the management or production of some sections or some divisions or the entire firm if the Company considers that such change can enhance the operating performance or is attributable to any other reason. An earlier notice to the Employees and the written consent of the Employees must be made however.

Chapter 5

Leave Days and Rules

For the good health of the Employees in regard to their medical treatment during illness and occasional personal tasks or other reasons as specified, the Company allows the Employee to take leave by submitting the leave request to his direct supervisor and complying with the regulations of each leave type.

1. Types of Leave The Company determines the following leave types.

- 1.1 Necessary business activity.
- 1.2 Sick leave.
- 1.3 Maternity leave (including leaves for pre-birth pregnancy check)
- 1.4 Sterilization leave.
- 1.5 Leave for military service.
- 1.6 Leave for training.

2. Guidelines for Leave

2.1 Criteria for Personal Business Leave

2.1.1 The Employee can take a personal business leave after having received the approval of the Company. However, this type of leave is for a special case only, in which the Employee cannot do that said personal task on a holiday, nor can it be done by another person.

2.1.2 The Managing Director or the assigned person will consider the reasons mentioned in the necessary business leave request of the Employee under his command and its impact on the corporate operation before giving the approval.

2.1.3 The Employee must submit the completed Business Leave Request Form to his direct supervisor to ask for the approval for at least 2 working days in advance, except in the event of an emergency that he must do the following.

2.1.3.1 If it is on the work time, the completed Business Leave Request Form must be sent to the Managing Director or the assigned person as soon as the Employee is aware of the emergency event. Once approved, he can take such leave.

2.1.4 The necessary personal business leaves with paid wages can total for up to 5 working days per year.

2.2 Sick Leave

2.2.1 The Employee is entitled to the sick leaves for as many sick days as actually arisen but the wage payment for the sick leave day that is equal to that of the working day shall not exceed 30 working days per one year. The sick leave days beyond those 30 work days of the daily wage or monthly salary Employee will not get the wage payment.

2.2.2 A Sick leave of an Employee can arise only when the Employee is sick or injured by any other reason and cannot work without knowing in advance.

2.2.3 A sick leave must be notified as soon as possible, generally within the first 2 hours of the normal working time of the first sick leave day. The Employee needs to notify the sick leave to the Company or his supervisor by any means. If not able to do so, the Employee must make the notification fastest as possible and must submit the completed Sick Leave Request Form to his direct supervisor within 2 hours on the first day back to work.

2.2.4 In the case the sick leave occurs after resuming to work, the sick leave must make request for approval of the direct supervisor.

2.2.5 The sick leave for 3 consecutive working days or more, whether or not intervened by a holiday, must have a medical certificate issued by the first class medical doctor (original version). The Employee who fails to fetch the medical certificate of a medical doctor or the government hospital must make clarification to the Company and the Company reserves the rights to have its doctor check him once again in the case that it deems appropriate for fact finding and consideration.

2.2.6 The Employee who often takes sick leave without proper reason and the Company can prove those fake will be subject to the disciplinary action as shall be appropriate on a case-by-case basis.

2.2.7 A false sick leave is a false notification to the supervisor and a serious malfeasance to the Company and thus shall result in penalty according to regulations.

2.2.8 The sick leaves or the number of sick leave days will be used to consider the annual salary / wage.

2.2.9 In the case of a sick leave without taking a rest in the Company's nursing room, the Employee can take leave for at least 4 hours at a time.

2.2.10 The aforementioned sick leaves exclude the case in which the Employee is unable to work due to accident or illness caused by work.

2.3 Maternity Leave (including leaves for pregnancy check before giving birth)

2.3.1 A pregnant women Employee shall notify her pregnancy to the supervisor in writing.

2.3.2 The pregnant Employee has the right to take maternity leave (including leaves for pregnancy check before giving birth) for not more than ninety-eight days (holidays included) per one pregnancy. The wage equal to that of the normal working day shall be paid for the maternity leave (including leaves for pregnancy check before giving birth) for not more than forty-five days.

2.3.3 If a pregnant female Employee has a certificate of the modern first class medical doctor to indicate her inability to work in her position and ask for the temporary work change prior to or after the birth delivery, the Company will consider changing her work as it deems appropriate.

2.3.4 A leave for pre-birth pregnancy check under the doctor appointment needs a submission of the completed advance leave request to the supervisor. And so must that be submitted in the case of the maternity leave that the Employee wants to make preparation before giving birth.

Only in the case of the maternity leave request that cannot be submitted in advance, the family, relatives or colleagues can notify the leave. When that Employee feels convenient, the initial confirmation of the leave and the duration of the maternity leave must be handed to the Company directly by telephone, email or line or the methods prescribed by the Company.

2.4 Leave for Sterilization

2.4.1 The Company allows the Employee to leave for sterilization with the paid wage equal to that of the working day for as many days as designated by the modern first class medical doctor.

2.4.2 The Employee who wants to take the sterilization leave must lodge the completed Sterilization Leave Request Form to his direct supervisor for at least 2 working days in advance and must comply with Articles 2.2.3 and 2.2.7 of Chapter 5.

2.4.3 On the first day of returning to work, the Employee must submit a medical certificate to the supervisor as proof of evidence.

2.5 Leave for Military Service

2.5.1 In the event that Ministry of Defense has issued a summons for the Employee to receive military training and/or attend the mobilization and/or test of readiness according to the law on military service, the Employee will receive the wage throughout the leave period shown in the summons but not more than 60 days in one year (on continuous count and holidays included).

2.5.2 The Employee must submit the matter together with the summons as per Article 2.5.1. to his supervisor. The Company allows that Employee to get back to work for the Company in the same or another appropriate position at the last pre-leave wage rate.

2.5.3 The Employee must notify the Company within 3 days from the date of receiving the summons and must return to work immediately from the date the Employee vacates the military service. Upon the lapse of the 3 days from the date specified in the summons with the Employee's contact to the Company about an unreasonable cause or the Employee's refusal to work in the position that the Company offers (with the position and wage not lower than the original), that Employee will be considered to have waived the right to work with the Company and have voluntarily resigned from the Company.

2.6 Training Leave

2.6.1 The Company gives the Employee the right to leave for training or knowledge and competency development, as per the corporate rules and methods, on the paid wage in the following cases.

2.6.1.1 For the benefit of labor and social welfare or the adding skills and expertise to increase the work efficiency of the Employee.

2.6.1.2 For educational examination held or allowed to be held by the government office but not including the leave to further education. The leave request form must be submitted for at least 7 working days in advance and after the Company's approval such leave can be taken.

The Employee who is a child under the age of eighteen years has the right to take the training leave to attend a seminar or to receive training or for other purposes organized by the educational institution or a governmental or private agency approved by the Director-General of the Department of Welfare and Labor Protection. The child Employee must submit the completed leave request form in advance that specifies the cause of leave and is attached with relevant evidence if there is any and the Company will pay the wage of only 30 training leave days to that child Employee per year.

3. Wrong Leaves

The Employee who has stopped to work without approval to his submitted leave request form or has not come to work after the approved leave period shall be deemed to have committed a work absence or a work desertion. That Employee will not be paid the wage for those work absent or work desertion days and if such leave violates the leave rules, that Employee shall be subject to disciplinary action.

Chapter 6

Holidays and Holiday Rules

1. Weekly Holidays

1.1 Saturday and Sunday.

The Employees stationed in the department stores may have the weekly holiday on any day and they have only one weekly holiday after working for not more than 6 days. They may have a rotated weekly holiday as shall be appropriate upon a 3-day prior notice and the written consent of that relevant Employee.

1.2 The Company pays the wage for the weekly holiday to the Employee equal to that of a working day.

2. **Public Holidays** The Company designates not less than 13 public holidays that include the National Labor Day. The public holidays may be changed as appropriate each year. The Employees will be paid on the public holiday equal to the wage on the day of work and the Company will announce the public holidays in advance within December of each year. The public holiday that falls on a weekly holiday will be substituted by the next working day. In the event that the Company orders the Employee to work on a public holiday, he will receive the wage for such working on a holiday.

3. Annual Vacation Days

3.1 The Employee who works with the Company for one full year is entitled to the annual vacations for 10 days of work per year with the paid wage equal to that of the work day.

3.2 The Employee working for the Company for 10 consecutive years or more has the right to take the annual vacation for 15 work days, with the same wage as that of the work day unless agreed with the Company otherwise.

3.3 The Company will determine the annual vacation for each Employee. However, the Company will permit the Employee to take some annual vacation holidays on his discretion but under the approval of the supervisor first.

3.4 In the case of the Employee's working with the Company for less than one full year, the Company may specify the annual vacation for him by making the calculation as per the proportion.

- 3.5 The annual vacation must be used in that year and the unused half of the year can be accumulated with that of the following year.
- 3.6 In the case of the Company's termination of the employment with the Employee's rights to receive compensation, the said Employee shall be entitled to receive the wage of the annual vacation days of that employment terminating year in proportion to his annual vacation rights as per Article 3.1.
- 3.7 In the case of an Employee's or the Company's terminating the employment even in the case the Company needs not to pay compensation under the law, the Employee has the right to receive the wages of the annual vacation days that have been accumulated.

Chapter 7

Guideline of Overtime Work and Working on Holidays

1. General Principles

- 1.1 In the event of the job that has continued operating nature or condition and a work stop can damage it or in the event of an emergency work, the Company will order the Employees to work overtime on the working day or to work on a holiday including overtime on a holiday as shall be necessary without asking for the Employee's consent first.
- 1.2 For the work in the hotels, entertainment places, transportation work, food stores, beverage shops, clubs, associations, or medical places, the Company can order the Employees to work on holidays.
- 1.3 In the event of a work other than those mentioned in Article 1.1 and 1.2, the Company may order the Employees to work overtime on a working day or to work on a holiday or to work overtime on a holiday occasionally under the prior consent of the Employee each time.
- 1.4 Working overtime on a working day, working on a holiday and working overtime on a holiday for the jobs under Articles 1.2 and 1.3 must not exceed 36 hours per week.
- 1.5 Regarding land transportation work, the Company will order the driver Employee to work overtime after obtaining his written consent and the overtime work will not exceed 2 hours per day unless necessary due to force majeure, accident or traffic problem.
- 1.6 In case of the overtime work for 2 hours or more after the normal work time, the Company will arrange for the Employee to have a 20-minutes break before the start of the overtime work.

2. Overtime Pay Rate

- 2.1 In case of the overtime work on a normal work day, the Employee will receive the overtime wage at the following rates.
 - 2.1.1 Not less than one and a half times the hourly wage rate on the working day for the number of hours done.
 - 2.1.2 Not less than one and a half times the wage rate per unit on the working day for the work output done in case of the Employee who is paid as per their performance output that is calculated in units.
- 2.2 In case of the overtime work on a holiday, the Employee will receive the wage at the following rates.

2.2.1 Not less than three times the hourly wage rate on a working day for the number of hours done.

2.2.2 Not less than three times the wage rate per unit on a work day for the work output done in case of the Employee who is paid as per his performance output that is calculated in units.

3. Wages for Working on a Holiday

3.1 In case of the Employee who is entitled to receive the wage on holidays such as the weekly holidays, the public holidays and the annual vacation days for the monthly Employees, his work on any of those holidays will receive the additional wage for not less than one time the hourly wage rate of the working day for the number hours done on that holiday. The wage will be not less than one time the wage rate per unit on the work day for the work output done on the holiday in case of the Employee who is paid upon the performance output that is calculated into units in pursuance of the order for the work on a holiday.

3.2 In case of the Employee who is not entitled to receive the wage on holidays (such as weekly holidays in the event of the hourly, daily and performance-based Employees) his work on a holiday will receive not less than twice the hourly wage rate on a work day for the number of work hours done. In case of the Employee who is paid as per their performance output that is calculated in units, his work output done on the holiday will receive not less than twice the wage rate per unit.

4. Employees without Wage for Work on Overtime, Holiday and Overtime on Holiday.

They are the Employees who have the authority to work in the name of the Company for the cases of employment, providing gratuities, reducing the wages or employment termination.

5. Employees who do the following work are entitled to receive the wage equal to the hourly wage rate on the working day for the number of work hours done.

5.1 Train work which is the work done on the train and the work to facilitate the train locomotion.

5.2 Water gate or sluice gate opening and closing work.

5.3 Water level reading and water quantity measurement.

5.4 Fire extinguishing work or public disaster prevention work.

5.5 Work done off the work place on uncertain work time.

5.6 Security or property guarding work that is not the normal work of the Employees.

5.7 Other tasks as designated in the ministerial regulations.

The aforementioned wage rate will apply unless the Company agrees to pay for the overtime work on a normal work day or on a holiday at otherwise rates for the Employees.

Chapter 8

Days and Places of Payments for Work, Overtime and Holiday Work

The Company will pay the wages, the overtime wages and the holiday work wages to the Employees on a normal working day at the Company office or via bank by the automatic teller machine under the prior consent of the Employees on the end date of the month.

In the case the pay day is on the bank holiday or the Company's holiday, the Company will make the payments on the day before the holiday.

In the case of employment termination, the Company will pay the wages, the overtime wages, the holiday work wages and the holiday overtime wages or any financial amount that the Employer has to pay as per the Employees' rights to the Employees within 3 days from the date of termination.

Chapter 9

Welfares and Financial Aids

1. Objective The Company has designated various rules in this Chapter for all corporate Employees to be physically and mentally healthy, to have organizational unity, and to have higher living standard for themselves and their families as per the monthly salary rate of each Employee. Those rules will also result in the flawless or less flaws of the Employees' work and eventually in the Company's smooth operations, friendly atmosphere, and success in pursuance of the Company's objectives.

2. Policy The Company will provide various welfares to the Employees as it deems proper by considering the benefits of both parties. The welfare will be arranged according to the suitability of the environment and circumstances coupled with the ability of the Company.

The Employee who suffers danger from working for the Company must report the incident to his supervisor immediately after facing it for the supervisor's acknowledgement and record making. He shall be sent to the Company's nursing room or to a nearby hospital as the case may be. The supervisor must report that accident, the date and time of the incident, the injury conditions and the initial medical treatment to the HR Department in order to claim compensation at the Workmen's Compensation Fund for the Employee as per his rights.

In the event of the Employee's injury from working to the extent of being unable to work in such position, the Company will consider moving him to another appropriate one.

The Company has a strong desire of keeping the Employees healthy to work with it forever. Therefore, when the Employee is sick, the Company provides the medical care by arranging medical supplies and equipment in the Company's nursing room free of charge for all Employees.

In the event that Employees are sick outside the working hours, he can use his rights under the social security law.

3. Other Welfares The Company has provided the welfares as required by laws in all respects. In addition, the Company will announce the additional welfare it has arranged in accordance with the business properness.

4. Bonus

The Company will announce the provision of bonuses to all Employees every year depending on :

- 4.1 the Company's operating performance,
- 4.2 the Employee's working performance, and
- 4.3 the economic conditions.

The Employees in the management level shall receive the additional special bonus given that the above three conditions will apply as well.

The Employee who has retired in the year will receive the bonus as per his work age in that year on the basis of the above three conditions.

5. Provident Fund

Provident fund is detailed in the document "Regulation of Provident Fund: Siam Commercial Master Fund" which has already been registered.

6. Accident Insurance

The Company has made accident insurance for all Employees with details of the benefits in the documents of each firm.

7. Medical Expenses

The Company has provided the basic medical care as required by law for all Employees, such as the first aid or the medical treatment by the social security rights and other unspecified benefits shall be different as designated by each firm.

8. Retirement and Early Retirement

The Company requires the Employee to retire at 60 years of age and any Employee who wants to have the retirement before that age can request so to the Company at the age of 55 and the Company will pay compensation as specified in the labor law. However, that decision is at the sole discretion of the Executive Committee.

9. The Company will provide annual health check for the Employees at least once a year.

Chapter 10

Disciplines and Disciplinary Actions

1. **Objectives** The Company has specified various rules in this Chapter with the following objectives.

1.1 To be a guideline for the supervisors to consider, promote, correct or improve the behavior of the subordinates.

1.2 To ensure fairness for Employees in regard to the disciplines of the Company's practice.

1.3 To be a disciplinary practice guideline that can lead to the progress of the Employees and the Company.

1.4 To be a part of the mechanism that encourages the achievement of the corporate operations towards its objectives by the orderliness, fairness, legitimacy and peace of the collaborative work.

2. **Policy** The Company has set the following disciplinary policy for the Employees.

2.1 The supervisor must try to prevent the rise of the disciplinary action problems by using the human resources management rules or good governance.

3. **Disciplines of Employees** For the orderliness and effectiveness in working together, the Employees must comply with the following rules.

3.1 General Disciplines

3.1.1 To behave as a good citizen within the order and the rules of the society and not to commit any evil action or not to act alone or with others against the laws of the country inside and outside the Company area.

3.1.2 To comply with the rules, regulations and laws of the country inside and outside the Company area.

3.1.3 To keep clean and not to dump wastes or any rubbish off the containers arranged by the Company.

3.1.4 To take care and save the materials, equipment and tools, energy or any other items under least depletion.

3.1.5 Not to help, nor support, nor persuade, nor collaborate, nor ignore the offense of any other Employee.

3.1.6 Not to do any hired work, nor to operate any business that may affect the work time or business of the Company.

- 3.1.7 Not to use any corporate items, tools, appliances or products for personal benefits or for other purposes which are not related to the business of the Company without permission.
- 3.1.8 Not to behave, nor do anything to actually or possibly damage the reputation of the Company.
- 3.1.9 To keep caution and care for the Company's assets and to notify the supervisor when making the corporate items or properties damage or lost.
- 3.1.10 Not to post the announcements and advertisements, nor to write any message, nor to distribute flyers, published documents or any publication on the corporate area without permission and not to remove, nor destroy, nor make addition to the Company's announcements or orders.
- 3.1.11 Not to disclose information, nor to conceal facts that may cause the Company damage.
- 3.1.12 Not to disrespect, nor defame other people nor to contempt the supervisors or customers or visitors, nor to do any other actions unreasonable.
- 3.1.13 A pregnant Employee must notify so to her supervisor in writing.

3.2 Entry or Exit Rules

- 3.2.1 The Employees whom the Company designates to record the working hours must record the work attendance time manually every time when entering or exiting the work place and / or in accordance with the Company regulations. Recording the work time for any other Employee or asking another Employee to record the work time for oneself is not allowed.
- 3.2.2 The Employees who enter the Company's area must be dressed modestly.
- 3.2.3 The Employees who leave the workplace during the working hours and the break time on whatever case need to follow the Company's regulations. The Employee must record his exit time in case of leaving the work place without returning to record it.
- 3.2.4 The Employee must present his Employee ID card to the security guard when entering the Company premises or when the guard requests so.
- 3.2.5 Besides working in pursuance of the duties, the Employee must not enter or stay in the workplace without permission.
- 3.2.6 The Employee needs to present the permission to the security guard when taking the Company's asset or item off the Company premises.
- 3.2.7 The Employee must permit the security guard to check the items that he brings in or takes off the Company ground.

- 3.2.8 The Employee must not use the work time to welcome or meet any visitor for his personal business. If that is necessary, a permission of the supervisor must be obtained first and the meeting must be made at the place provided by the Company within the mandatory time only.
- 3.2.9 The Employee must not bring any pets into the Company area.
- 3.2.10 The Employee must not bring in, nor consume, nor possess any weapons, drugs, intoxicating or illegal items within the Company ground.
- 3.2.11 No intoxicated Employee is allowed to enter the Company premises.

3.3 Work Attendance

- 3.3.1 The Employees must strictly comply with the work time recording regulations.
- 3.3.2 The Employees must comply with the leave or work stop regulations strictly.
- 3.3.3 The Employee must follow the work attendance schedule and time rules for his work within and off the corporate premises.
- 3.3.4 The Employee must not make the work time record card damaged or lost nor correction of any text on it.

3.4 Performing Duties

- 3.4.1 The Employee must comply with the legal and fair orders when the Company transfers him to any office, whether temporary or permanent.
- 3.4.2 The Employee must perform his duties with full capacity, honesty and diligence.
- 3.4.3 The Employee must perform his duties with determination and prudence and with both physical and mental readiness.
- 3.4.4 The Employee must spend all his working time to the benefits of his duties.
- 3.4.5 The Employee must not work for any other individual or organization regardless of receiving the wage or benefits.
- 3.4.6 The Employee must not consume alcohol or drugs, nor be in the intoxicated condition within the Company area or while performing duties.
- 3.4.7 The Employee must not post any announcements, nor make appointment or meetings or discussion within the corporate premises and must not sell, nor distribute the documents within the Company without permission of the Managing Director.
- 3.4.8 The Employee must not bring any outsiders into the Company area without permission.

- 3.4.9 The Employee must not violate the work dress code.
- 3.4.10 The Employee must not use machine tools or machines without related duties.
- 3.4.11 The Employee must not eat food or snacks during the work time and in the workplace.
- 3.4.12 The Employee must not abandon his duty, nor be away from work.
- 3.4.13 The Employee must not do any unreasonable action against his duties but must perform his duties correctly and honestly.
- 3.4.14 The Employee must perform his duties or responsibilities as determined by the supervisor.
- 3.4.15 The Employee must must keep his health ready for working for the Company.
- 3.4.16 The Employee must follow the rules of the security guards.
- 3.4.17 The Employee must comply with the supervisor's requirements on how to use the work materials and tools.
- 3.4.18 The Employee must wear or use safety eq uipment.

3.5 Company Confidentiality

- 3.5.1 The Employee must maintain the confidentiality of the Company's customers and other Employees or persons related to the Company.
- 3.5.2 The Employee must maintain the confidentiality and reputation of the Company.

3.6 Preservation of the Company's Interests

- 3.6.1 The Employee must not be involved in any other business that may affect the benefits of the Company or may compete with the Company.
- 3.6.2 The Employee must not do anything against the interests of the Company whether directly or indirectly.
- 3.6.3 The Employee must maintain and strengthen the good reputation of the Company.
- 3.6.4 The Employee must protect the interests of the Company as if they are his.

3.7 Use and Care of the Company's Assets

- 3.7.1 The Employee must not smoke, nor cause sparks in the place where flammable materials or fuel objects are stored within the Company, except the place provided.
- 3.7.2 The Employee must not bring the Company's properties or equipment to use for the purposes other than working for the Company.

- 3.7.3 The Employee must be aware of the Company's assets and prevent their loss or destruction even though it is not his direct duty.
- 3.7.4 The Employee must study and understand the safe use methods and the safety guideline of his properties.
- 3.7.5 The Employee must use and maintain the Company's assets as a general person should do to his properties.
- 3.7.6 The Employee must follow the work safety orders or regulations.

3.8 Integrity

- 3.8.1 The Employee must not change, nor make fake, nor modify, nor cut, nor destroy the Company's documents or the documents related between the Company and Employees without the authority to do so.
- 3.8.2 The Employee must inform the Company his personal information it wants according to the truth and if the provided information is incorrect on whatever reason, the Employee must report the correct one to the Company as soon as possible.
- 3.8.3 The Employee must cooperate with the Company's investigation on various matters that the Company needs and in such cooperation, the Employee must act in good faith.
- 3.8.4 The Employee must not use his power, duty or working opportunity to seek any benefits that violates his professional ethics, working tradition, laws or the interests of the Company.
- 3.8.5 The Employee must not report false statements or false sick leave to the supervisor or the Company.
- 3.8.6 The Employee must allow the corporate security guards to check in case of suspicion as to whether the Employee is having illegal items or has obtained them from illegal actions or is possessing weapons.
- 3.8.7 The Employee must not conceal nor twist the truth to gain the benefits for himself and others.
- 3.8.8 The Employee must not notify nor give false statements to the supervisors.
- 3.8.9 The Employee must maintain his job duties in the way that creates or keeps work efficiency.
- 3.8.10 The Employee must be able to serve the customers in full capabilities or must maintain the Company's best interests.

3.9 Conduct

- 3.9.1 The Employee must not fight nor use force to harm others on the Company ground. This provision includes other places of the Company's events or functions outside the corporate premises or while working off the corporate site.
- 3.9.2 The Employee must be punctual in the work-related appointments.
- 3.9.3 The Employee must spend his money appropriately to his financial status without huge debts.
- 3.9.4 The Employee must not carry weapons nor occupy any illegal belongings into the Company or while on duty.
- 3.9.5 The Employee must behave in good morals or must not behave severe badly in and outside the Company area.
- 3.9.6 The Employee must obey and follow the righteous orders of the supervisors or the Company. Those orders may be made verbally or in written form or as other messages.
- 3.9.7 The Employee must be respectful and must not speak rudely or aggressively nor show any sarcastic or contemptuous message or act towards other Employees or supervisors.
- 3.9.8 The Employee must not instigate nor encourage nor support the rift of the unity, the brawl or physical harm among the Employees or between the Employees and the third parties.
- 3.9.9 The Employee must not do anything illegal against the criminal laws intentionally even if not taken to court such as gambling.
- 3.9.10 The Employee must not play gambles in the Company or the dormitory area or during working within or outside the working hours. The Employee must not encourage other people to play gambles or to have debts from gambling or to be arrested due to gambling in the workplace.
- 3.9.11 The Employee must not commit any sexual harassment to another Employee during the working hours or in the workplace.

4. Penalties

The disciplines of the Employees specified herein must be abided by strictly. Any Employee who fails to abide them shall be subject to disciplinary action as per the nature or severity of the offense. The punishment will be one or several of the following.

The Company has determined the following four disciplinary punishments:

- 4.1 Verbal warning.
- 4.2 Written warning.
- 4.3 Work suspension without wage payment.
- 4.4 Employment termination without compensation.

5. Employment Termination without Compensation. The person with penalizing authority has the following rule to judge the offender.

- 5.1 Intentional malfeasance or criminal offense towards the Company.
- 5.2 Deliberate action to damage the Company.
- 5.3 Negligence to severely harm the Company.
- 5.4 Violation of the Company's lawful and fair working regulations, rules or orders and the Company has already issued a written warning. This exempts the severe case that needs no warning letter. The warning letter is effective for one year from the Employee's offense making date.
- 5.5 Leaving the duties for three consecutive working days whether or not a holiday is in between without reason.
- 5.6 Subject to imprisonment under the final court judgement.

In the case of (5.6) if it is an offense committed by negligence or a petty offense, it must be the case that has caused the damage to the Company.

Regarding the employment termination without compensation under Article 5, if the Company has not specified the factual cause of the employment termination in the Letter of Employment Termination or has not mentioned the cause of termination at the time of employment termination, the Company cannot raise such event as reason later.

6. Charge of Breach of Discipline The Company may issue a work suspension order in writing that specifies the offense and the duration of the work suspension during the investigation for not more than seven days. A prior notice to the Employee must be given before such suspension takes place. During the work suspension, the Company will pay to the Employees not less than fifty percent of the wages of the working day that the Employees has received before being suspended. When the investigation is completed to show the innocence of the Employee, the Company will pay the wages to Employees equal to those of the work day from the suspension start day onwards by calculating the financial amount earlier paid as part of the wages together with the interest at fifteen per cent per year.

7. **Authorities to Consider and Take Disciplinary Action** are the Managing Director or the supervisor of each division or the assigned person.

Chapter 11

Complaints Making

The Employee who feels that he has been maltreated from the working or the working conditions can file a written complaint. As a result, the Company will adopt various fast complaint solving steps that will lead to the success of the labor relations management.

1. Objectives

The Company has established a complaint making procedure with the following objectives:

- 1.1 To strengthen the good relationship between the Company and the Employees.
- 1.2 To reduce or eliminate grievances that will affect the morale of the Employees.
- 1.3 To exert fair and accurate disciplinary actions.

2. Complaint Scope

The Employee can make complaints on various matters under the following scope.

- 2.1 Regarding the rights and duties of the Employees.
- 2.2 Regarding compliance with laws, rules, regulations, orders or announcements of the Company.
- 2.3 Regarding the legal compliance of the labor management.
- 2.4 About the working environments.
- 2.5 About the unfair practices.
- 2.6 Concerning the interpretation and implementation of the agreements and contracts.

3. Complaint Procedure

In the event that the Employee has any problem, he can file a complaint by himself in pursuance of the following complaint procedure.

3.1 The Employee who has filed the complaint needs to bring the problem to consult with his direct supervisor within 3 working days from the event starting date. This is done by making a signed letter describing the complaint issues. The complaints can be divided into the following 2 cases. If the complaint has arisen:

3.1.1 between the Employee and other Employees, the complaint letter must be submitted to the direct supervisor, or

3.1.2 between the Employee and the direct supervisor, the complaint letter must be filed to the superior at the higher level.

4. Investigation and Trial

4.1 Once the supervisor has received the complaint from the Employee, he will immediately proceed the investigation to find the detailed facts by conducting the investigation himself or with the help of the Company. However, the complaint maker needs to give the detailed truth to the supervisor as well.

4.2 When the investigation is completed, the supervisor will make consideration. If it is in the authority scope of that supervisor and that supervisor can make remedy, the supervisor will take a fast corrective action and notify the complainant Employee and make report to the Company.

4.3 If the complaint is beyond the authority of that supervisor, the supervisor will present the complaint along with the corrective proposals or comments to the respective higher level supervisors.

4.4 The higher level supervisor will conduct the investigation and take consideration of the complaint like the initial level supervisor that has received the complaint has done.

4.5 The supervisor in each level must act on the complaint quickly for within 7 days at the maximum.

5. Complaint Settlement Process

5.1 When the supervisor in each level has considered the complaint, proceed to correct or terminate the incident of the complaint and has notified the solution to the complaint making Employee if the complainant Employee is satisfied, he will make notice to the supervisor; but if the complainant Employee has still been dissatisfied, he can file an appeal by submitting the completed appeal form to the Human Resources Department or to the highest supervisor within 7 days from the date of receiving the complaint result from the initial level supervisor.

5.2. The high level supervisor will consider the appeal and proceed to correct or terminate the incident of the complaint and will report the consideration and corrective results to the complaint making Employee within 15 days.

5.3 If the petitioner has still yet not satisfied with the appeal results issued by the highest supervisor, he can take legal action (or may propose to the Company to jointly set up the arbiter to decide the problem arising from the complaint).

6. Protection for Complainant and Related Persons

Because the complaint is made in good faith and will bring great collective benefits to the whole Company and Employees, the complainant Employee, the statement or evidence giver Employees and the judge Employees, who have exerted their efforts in good faith even if it/they may cause difficulties to the Company, shall receive assurance from the Company that their

actions in the complaint filing and settlement process will not be the cause of employment termination, punishments or any action harm to them.

Chapter 12

Termination of Employment and Compensation Payments

1. Policy

- 1.1 Even though the Company has a strong desire to let all Employees work for it happily and successfully, there may be times when the Employees wishing to leave the Company or the Company needs to terminate the employment for various reasons as the case may be.
- 1.2 When any Employee leaves his employment status, in any case, that Employee must return the Company's assets that he has got to perform his duties and any Employee who is in debt to the Company must repay.
- 1.3 The Employee with the employment contract with non-fixed period who wishes to resign or whose employment contract the Company wishes to terminate must notify in writing to the Managing Director directly at the following due wage payment time.

2. Employment Termination and End of Employee Status

Employment termination and end of employee status will occur in any of the following cases.

- 2.1 Death.
- 2.2 Resignation.
- 2.3 Employment termination during the trial period that is designated for not more than 119 days.
- 2.4 Employment termination due to disciplinary offense.
- 2.5 Employment termination in one of the following cases, which are:
 - 2.5.1 Employment termination due to the workforce oversupply. That is, the personnel is more than jobs and that wastes or in case that the Company sees the needs to dissolve that particular office.
 - 2.5.2 Employment termination due to improper health condition of the Employee.
 - 2.5.2.1 When the Employee has taken the sick leaves for more than 30 working days in the year except for the work related illness.
 - 2.5.3 Employment termination because of the dissatisfied or below-standard work performance.
 - 2.5.4 Employment termination due to the Employee's untrustworthy behavior or disqualification.

- 2.5.5 Employment termination due to the Employee's poor health or performance deficiency.
- 2.5.6 Retirement, in case of male and female at 60 years of age (counted in accordance with the Citizenship ID Card).

3. Resignation

3.1 The Employee who wants to resign must submit a resignation letter to the supervisor for at least one wage payment period in advance. If the Employee resigns without complying with the said rule and causes the corporate damage, the Company may consider claiming for indemnity from that Employee.

3.2 The resignation of the Employee without prior notice or with notice for less than one wage payment period that may result in the Company's demand for indemnity will also lead the Company to remove the rights and benefits that that Employee is entitled to receive in whole or in part as per the conditions specified for that matter.

4. Compensation

- 4.1 The Employee whose employment is terminated in any of the following cases will not be entitled to receive the compensation.
 - 4.1.1 The Employee with employment termination due to disciplinary action pursuant to Article 5 of Chapter 10 of this Regulation.
 - 4.1.2 The Employee with employment termination during the trial period of not more than 119 days.
- 4.2 The Employee whose employment is terminated except in Article 4.1 will receive compensation according to the Labor Protection Act as follows.
 - (1) The Employee who has worked for one hundred twenty consecutive days but not up to one full year shall receive the compensation for not less than the last wage rate for thirty days or not less than the wage of the last thirty work days in case of being the Employee who is paid according to the work output that is calculated in units.
 - (2) The Employee who works for one year in a row but less than three full years will receive the compensation for not less than the final wage rate for ninety days or not less than the wage of the last ninety work days in case of being the Employee who is paid according to the work output that is calculated in units.
 - (3) The Employee who has worked for three consecutive years but less than six full years will receive the compensation for not less than the final wage rate for one hundred and eighty days or not less than the wage of the last one hundred and eighty work days in case of being the Employee who is paid according to his work output that is calculated in units.
 - (4) The Employee who has worked for six consecutive years but less than ten full years will receive the compensation for not less than the final wage rate for two hundred forty days or not less than the wage of the last two hundred and forty working days in case of being the Employee who is paid according to his work output that is calculated in units.

(5) The Employee who has worked for ten consecutive years but less than twenty full years will receive the compensation for not less than the final wage of three hundred days or not less than the wage of the last three hundred working days in case of being the Employee who is paid according to the work output that is calculated in units.

(6) The Employee who has worked for twenty consecutive years or more will receive the compensation for not less than the final wage of four hundred days or not less than the wage of the last four hundred working days in case of being the Employee who is paid according to the work output that is calculated in units.

Employment termination under Article 4.2 means any action that the Company bars the Employee from continuing his working and will not pay the wages because of the end of the employment contract or whatever cause and includes the case that the Employee does not work and does not receive the wages because the Company is unable to continue its businesses.

- 4.3 The employment with a fixed effective period will be for the employment in a specific project that is not a normal business or trade of the Company and that has the exact starting and end points of the work or in an occasional work that has the exact ending period or the designated success of the work or in a seasonal work that is hired during that season and that work needs to be completed within a period of two years, for which the Company and the Employee have entered into the contract at the time of the employment start.
- 4.4 In the event that the Company will terminate the employment because of its improvement of the production or sale or service office or process owing to the use of machinery or change of machinery or technology which causes the Company to reduce the number of Employees, the Company will perform as follows.
- 4.4.1 To Notify the date of employment termination, the reason and the name list of the employment-terminated Employees to the labor inspector and the Employees for not less than sixty days before the date of termination.
- 4.4.2 In the event that the Company cannot make the employment terminating notification or has made such notification for less than sixty days in advance, it must pay the special compensation in lieu of the advance notice for the amount equal to the last wage rate for sixty days or the wages of the last sixty work days in case of the Employee who is paid according to the work output that is calculated in units.
- 4.4.3 To pay extra compensation in addition to the normal compensation mentioned in Article 4.2 in the case that the Employee has worked for six consecutive years or more that include holidays, leave days and the work stop dates under the Company's order for its benefit. The extra compensation shall be at least the last wage rate for fifteen days per one full work year or not less than the wage of the last fifteen working days per one full work year in case of being the Employee who is paid according to his performance output that is calculated in units. In this case, such extra compensation shall not exceed the final wage rate for three hundred sixty days or not

exceed the wage of the last three hundred sixty work days in case of being the Employee who is paid according to his performance output that is calculated in units. Working for less than one year but more than one hundred and eighty days shall be counted as working for one full year.

4.5 In the event that the Company moves its establishment to a new location or another of its sites,

4.5.1 the Company will post the announcement to inform the Employees for at least thirty days before the relocation date by specifying clearly which Employees will be moved to where and when.

4.5.2 If any Employee considers that the relocation has a significant impact on his normal life or family and does not wish to work at a new establishment, that Employee must notify the Company in writing within thirty days from the announcement posting date or from the date of the Company's relocation. In the event that the Company does not post the announcement clearly despite Article 4.5.1, the employment contract shall be considered end on the date of the Company's relocation and the Employee shall receive the extra compensation for not less than the compensation rate that the Employee is entitled to receive under Article 4.2 of this Chapter. The Company will pay this extra compensation to the Employee within 7 days from the date of the employment contract termination.

4.5.3 In the event that the Company disagrees with the Employees' claim about the significant impact of the Company's relocation onto his normal living and family (the Company's consideration as a case-by-case basis), it will lodge an application to the Labor Welfare Committee (the tripartite committee set up by the Ministry of Labor) within thirty days from the date of the Company's receipt of the notification letter.

4.5.4 The said relocation of the establishment under Article 4.5 does not include the case that the Company has the normal power and right to change the positions or the work places of the Employee within the scope of the human resource management. For instance, the Company can order an Employee to move from one branch to another or from one division to another, etc.

4.6 In the event that the Company has an important non-force-majeure cause that has barred the normal operation of its businesses in whole or in part temporarily, the Company will pay to the Employee for not less than seventy-five percent of the wage on the working day that the Employee has received before the business operation stop throughout the period of time in which the Company has stopped the Employees' work.

The Company will inform the Employees and the labor inspectors in writing for not less than three working days before the start of the business stoppage.

Chapter 13

Enforcement and Use Announcement

1. This Regulation applies to all Employees.
2. All regulations, rules, announcements or orders that have been applicable to the Company before the announcement date of this Regulation that are different from this Regulation shall be cancelled and replaced by this Regulation instead.

Borneo Technical (Thailand) Limited
บริษัท บอร์เนียว เทคนิคัล (ประเทศไทย) จำกัด

Announced on 18 July 2019 onwards.

Borneo Technical (Thailand) Limited

Signature:  Employer

(Mr. Ratta Urusopone)