



Rules and Regulations

English version

Thai Ming Lighting Co., Ltd.

Head Office: 700 / 23 Moo 7 WHA Eastern Seaboard Industrial Estate 1,
Tambol Kaokhunsong, Amphur Sriracha, Chonburi 20110

Business Category: Electrical equipment for lighting

Total employee: 350

Effective date: 1 January 2023



Rules and Regulations Thai Ming Lighting Co., Ltd.

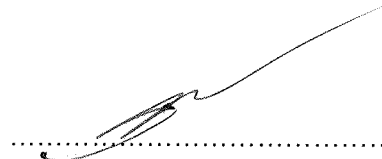
700 / 23 Moo 7 WHA Eastern Seaboard industrial Estate 1,
Kaokhunsong Subdistrict, Sriracha District, Chonburi 20110
www.waclighting.com

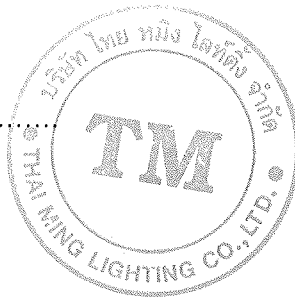
Thai Ming Lighting Co., Ltd. has defined the Rules and Regulations in order to acknowledge regarding the Company shall treat to employees and whatever the employees shall treat to the Company. Thus, to achievement of the operations of the Company and bring happiness for working together.

Details of the regulations may be changed, amended as appropriate, the Company has the right to update, or change these regulations when deemed appropriate.

All employees of the Company must be attentive read every announcement of the Company which will be posted in conspicuous place so that all employees are informed accordingly.

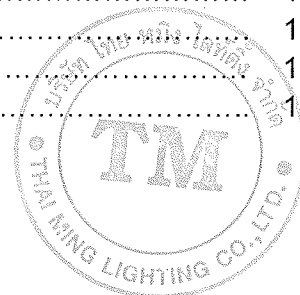
The Rules and Regulations have been effective since the date 1st Jan 2023 onwards. Any regulations that conflict with this regulation to adhere to the contents of this regulation


(Mr. Yu-Teng Cheng)
General Manager



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Section 1 General Provisions

1. Purpose

The Company has made this Rules and Regulations for all employees to abide by and to understand their responsibilities as employees, and vice versa the Company to employees, including the Company's expectation from employees regarding the employment and to facilitate administrations suitable to current situations and meet the objectives.

They are to strengthen and maintain mutual understanding, unity and good relations among employees, employees vs. superiors, and among superiors, to bring about peace and mutually efficient co-working, happiness at work, success and to meet the Company's objectives in all aspects.

2 Definition

2.1 **Company** means Thai Ming Lighting Co., Ltd. including the person being authorized to act on behalf of the Company or the person being assigned by the authorized person to act on his / her behalf.

2.2 **Workplace** means a place where the Company operates its business and is addressing at:

700 / 23 Moo 7 WHA Eastern Seaboard Industrial Estate 1,
Tambol Kaokhunsong, Amphur Sriracha, Chonburi 20110

or other offices or factories which may exist in the future, including vehicles or hired vehicles for Company's business, and places where the Company will hold activities.

2.3 **Company's board of directors** means the person being assigned by the headquarter (WAC Lighting US) to manage the Company's business on their behalf which names appeared on the Company's Affidavit registered with the Ministry of Commerce.

2.4 **Employee** means the person agreeing to work for the Company by receiving daily wages or monthly wages and being specifically called as follows:

2.4.1 **Executive** means the employees having the authority to act on behalf of the Company for employment, rewarding, termination of employment, including an investigation and consideration of complaints. The Executive means the General Manager.

2.4.2 **Supervisor** means the employee in the position as a Line Leader, Supervisor, Vice Manager, Manager, Senior Manager, Director, General Manager or other equivalent position, having the duty to control the employee performing work in the line of duty.

2.4.3 **Monthly employee** means the employee receiving monthly wages.

2.4.4 **Daily employee** means the employee receiving daily wages.

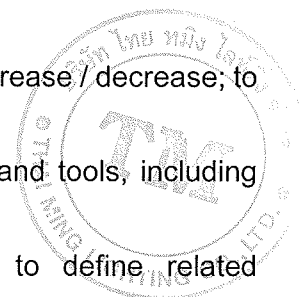
2.4.5 **Probation employee** means the employee being accepted for working by the Company for an assessment of knowledge and ability and performance evaluation for a specific period.

- 2.4.6 **Fixed period employee** means the employee and the employee have a written agreement for a specific period but not exceeding 2 years. The Company and the Employee have entered into written agreement at the beginning of the employment.
- 2.5 **Working day** means a day scheduled for an employee to work regularly.
- 2.6 **Holiday** means a day scheduled for an employee to take a weekly holiday, traditional holiday, or annual holiday.
- 2.7 **Leave** means the day the employee is not working on a scheduled working day.
- 2.8 **Wages on working day** means wages paid for working fully during normal working time.
- 2.9 **Overtime work** means working beyond or more than the normal working time or exceeding the daily working hours on a working day or holiday.
- 2.10 **Overtime pay** means money paid to an employee by the Company in return for working overtime on a working day.
- 2.11 **Holiday pay** means the money paid by the Company to the employee in return for working on a holiday.
- 2.12 **Holiday overtime pay** means the money paid by the Company to the employee in return for working overtime on a holiday.
- 2.13 **Severance pay** means money paid to an employee by the Company upon termination of employment, in addition to any other kind of money agreed by the Company to pay to the employee.
- 2.14 **Special severance pay** means the money paid by the Company to the employee upon a termination of the employment agreement, due to the special event prescribed under the law or this regulation.
- 2.15 Other definitions undefined herein shall conform to existing laws related.

3 **Reservation for managerial right**

To effectively achieve its objectives, the Company reserves its rights in:

- 3.1 Execution, ordering, assignment; all employees to perform their duties and to take responsibilities as assigned to meet Company's objectives.
- 3.2 Change in workplace, normal workday / workhour, break, all types of holidays, overtime work on holiday; as business necessity, the Company can change them under prior advice to employee and under employee's consent.
- 3.3 Performance appraisal; the Company will determine merit increase, rewarding, punishment up to suitability.
- 3.4 Creating new jobs, unit dismantlement, unit transfer, employee increase / decrease; to serve business necessity.
- 3.5 Adjustment of work procedures; usage of materials, machines, and tools, including additional requirements or change in work procedures.
- 3.6 Training to develop employees' skills and knowledge and to define related requirements additionally.



- 3.7 Modification, amendment to these Rules and Regulations, and / or regulations, announcements, other practices; to comply with related laws and to enhance managerial efficiency by conforming to procedures of the labor relations laws.
- 3.8 Intellectual properties and / or inventions created at work both hardware, and software: they are wholly deemed as Company's assets.
- 3.9 Managerial rights or other actions left unmentioned in these Rules and Regulations, the Company reserves its rights to comply with regulations prescribed in related laws.



Section 2 Employment

1. Employment policy

- 1.1 The statements in this category referring to the hiring process, which includes the recruitment, selection, placement, transferring and appointing the employees when there is a vacancy. The Company shall consider recruiting, select and appoint qualified personnel to fill in the position by considering the qualified person internally first. However, the Company reserves the right and authority to consider, select and appoint a person in various positions from externally as deem appropriate.
- 1.2 The Company has a policy to hire employees aged over 18 years only as of the application date.
- 1.3 Any work or invention because of work or discovered while being an employee of the Company in all cases will become the property of the Company.

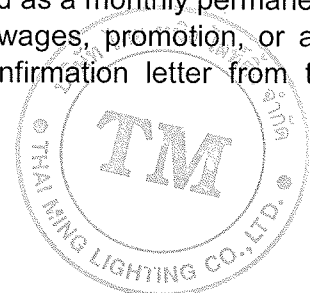
2 Requirements of employment

- 2.1 Hiring of Employees must be in accordance with the needed manpower. An increase or decrease of the workforce shall be approved by the General Manager or an assigned person.
- 2.2 An appointed person shall be authorized for recruiting, testing, interviewing, selecting, appointing, transferring, changing of duties or to be terminated from work.
- 2.3 The Company reserves the right to change the position of Employees in the future for organization purpose by acting lawfully (i.e., job rotation, job transfer, career promotion (vertical, horizontal), discharge, etc.).
- 2.4 Employees must inform the Company of changes to their personal data within 15 days following the date of the change by providing the document as proof. If the 15 days are exceeded, it must be for a reasonable reason.

3. Probationary period

The probationary period is not greater than 119 days. The Company will do the employment agreement with all employees. If it appears that during the probationary period, any employee does not have the ability or is not suitable in any way, the Company has the right to terminate the work contract by notice in writing not less than 1 payroll cycle period before the termination date, stating the reasons for the termination. Such this case the probationary employee will be paid until the last day of work.

At the end of the probationary period, if the Company considers that the employee is qualified and capable of working, the employee will be hired as a monthly permanent, depending on the case and could be considers salary, wages, promotion, or any consider as appropriate. The employee will receive confirmation letter from the Company.



Section 3**Working Days, Normal Working Times, and Rest Period**

1. Working days, normal working times, and rest period

Workdays are defined no more than 48 hours per week by the following work shift. The Company has the right to change the work shift appropriately from time to time but not greater than 48 hours per week and will notify in advance.

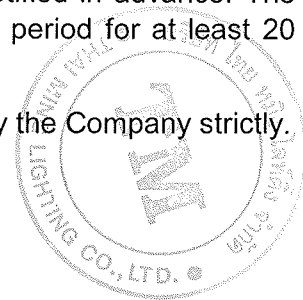
1.1 Office	1 shift per day	
Normal working days	Monday – Friday	5 days per week
Normal work hours	08:30 a.m. – 05:30 p.m. (8 hours/ day, or not greater than 40 hours / week)	
Break	1 hour per shift for normal working time	
Weekly holiday	Saturday – Sunday	

7.2 Production, Warehouse, Quality

Normal work days	Monday – Saturday	6 days per week
Normal work hours	08:30 a.m. – 05:30 p.m. (8 hours / day, or not greater than 48 hours / week)	
Break	1 hour per shift for normal working time	
Over time	18:00 – 20:00 hrs. 2 hours	
Remark	The Company gives an employee 30 minutes break during 17:30 – 18:00 hrs. before work overtime.	

2. Duration of work

- 2.1 For the benefits in calculating the service years of the employees, the holidays, the leave days, the days the Company permitting the employees to take the rest for the benefits of the employees and the days the Company instructing the employees to take the rest for the benefits of the Company shall also be included as the service years of the employees.
- 2.2 The Company may designate working days, rest period, shift hours, and weekly holidays as appropriate for some employees which will be notified in advance. The working hours will be no more than 48 hours per week, rest period for at least 20 minutes each time, totaling no less than one hour a day.
- 2.3 All employees must comply with the work schedule provided by the Company strictly.



3. Time attendance recording before and after work

- 3.1 Employees in all positions are required to record time attendance before and after working hours and break by themselves at every time, either on a normal working day or working on holiday.
- 3.2 Employees must record working hours correctly according to the procedures as determined by the Company.
- 3.3 In the case that the employees performing their duties but did not record the working hours, the employees must submit a memorandum and obtain a signature of the supervisor to confirm an attendance of the employee and notify to HR. Then the Company will not consider as an abandon of duty.
- 3.4 The Employee must not record time attendance for others or having others to record the working time for them. Recording time attendance for others, destruction, editing of time attendance records or making a fault record is considered as a malfeasance.

4. Late attendance

An employee coming to work after the start of work hours is considered late attendant that will be recorded and result in the full attendant allowance and the Company will cut down the annual performance appraisal scores, including may giving punishment as per Rules and Regulations prescribed.

5. Leaving work before clock – out work hours

An employee having a necessity to leave work before the end of the working time is always required to get superior's permission in advance. If not, it is considered an absence from work.

An employee being absent will not only give no wage on dates of absence, but also give disciplinary punishment and cut down his / her annual performance appraisal scores.



Section 4

Holidays and Rules of Taking leave

1. Weekly holidays

- 1.1 Office employee and manager have a weekly holiday on Saturday and Sunday.
- 1.2 Employees who work for production, warehouse and quality control have a weekly holiday on Sunday and alternate Saturday.
- 1.3 In case of work necessity, the Company may alternate them with other days so as to fit with its business. The Company will, with a periodically advanced notification, provide holidays after continuous working of not over 6 days.

2. Traditional holidays

The Company shall announce not less than 13 traditional holidays per year in advance for employees, including National Labor Day.

The Company shall fix the traditional holidays according to the annual official holidays, religious or local traditional holidays.

If a traditional holiday falls on a weekly holiday of an employee, the employee shall take a day off to substitute for the traditional holiday on the following workdays.

In case of necessity to have employees with consent work on traditional holidays, the Company will pay equal to wage of holiday work for non – management level employee. As for management level employee or upper, the Company will provide a compensation day after a not – over 6 days' uninterrupted working.

3. Annual holidays

- 3.1 An employee who is completing **one year of service** from commencing date, the Company will provide eligible annual leave days by total years of service with pay equal to wage of workday as follows:

Total service year	Annual leave days
< 1	0
≥ 1 < 10 years	6
≥ 10	10

- 3.2 The employee cannot accumulate and postpone any annual holidays that has not yet been taken in a year to be included in the following years.
- 3.3 The Company shall prescribe the annual holidays for the employee in accordance with the nature and condition of work as deem appropriate but not more than 3 days continuously, whereas the employee must express such request to the superior for approval at least 3 days in advance.

If want to take more than 3 days in a row, then must express such request to the superior for approval at least 1 week in advance.



- 3.4 The Company reserves the right not to allow employees to take their annual holidays if there is a possibility of disruption that may affect the business operations or damages the Company's production processes.
- 3.6 In the event that the Company terminate an employment with a non-guilty, the Company shall pay wages to employees for annual holidays in the year of termination for the annual holidays which employees are entitled to receive.
- 3.7 Employees who required to take annual leave urgently, the Company allows leave notification by phone only if an approval of the department manager is granted. Once approved by superior, the employee is required to fill in a leave application form and submit to the department manager.



Section 5

Rules of Overtime Working and Holiday Working

1. Criteria

- 1.1 The Company will not allow the Employee to work overtime unless if a description or nature of work requires to be performed continuously and stoppage may cause damage to the work, or the work is urgent.

In such case, the Company may allow the Employee to work overtime as necessary.

- 1.2 The Employee wishes to perform overtime working must be granted prior permission from the superior.
- 1.3 For the benefit of sales or service, Employees will work overtime or working on holidays only as per Company's instruction. The Company may allow Employees to work more than normal working time if needed.
- 1.4 The overtime requested or allowed must not exceeding 36 hours per week.

2. Daily wage and salary for working on normal workday/ time, weekly holiday, traditional holiday, vacation, and overtime pay

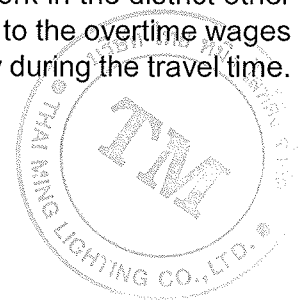
See Appendix 01.

For health and safety, the pregnant female employees are not allowed to work overtime between 22:00 – 06:00 hrs.

Employees who agree to work overtime or working on holidays or working overtime on a holiday, while performing the job if the employee ignored and neglected to comply with the order of the Company, such employee will be subjected to a disciplinary offense on the ground of being disobey and abandonment.

3. Employee not entitled to overtime pay

- 3.1 The employees with the authority or assigned by the Company to perform certain duties as described below will not be entitled for overtime pay.
- 3.1.1 The employee in the position of the executive, superior and supervisor having the authority to act on behalf of the Company for employment, severance pay, and termination.
- 3.1.2 The employee on duty looking after the premises or property which is not the normal duty of the employee.
- 3.2 In case of the Company requested the employee to travel to work in the district other than the locality of normal working, the employee is not entitled to the overtime wages on the normal working day or the overtime wages on the holiday during the travel time.



Section 6**Day and Place for Payment of Wages, Overtime Wages, Holiday Wages and Overtime Wages on Holiday**

1. Payday

- 1.1 The Company will pay the wages, overtime wages, holiday wages and overtime wages on holiday in Thai currency to the employee on 5th of the month to employee's bank account. In case of the 5th falling on holidays, the Company will pay one day ahead.
- 1.2 The payroll cycle for all employees shall be calculated from the day 26th of last month to the day 25th of the current month.

2. Personal income tax

All employees have a duty to pay personal income tax by themselves. Taxable incomes of employees will be withheld and further submitted to the Revenue Department.

3. Wage Deduction

- 3.1 The Company will deduct wages of an employee to submit to the Social Security Fund or any other deductions in accordance with the defined laws.
- 3.2 An employee causing damages the Company may make an agreement with the Company for any deductions to compensate such caused damages.



Section 7

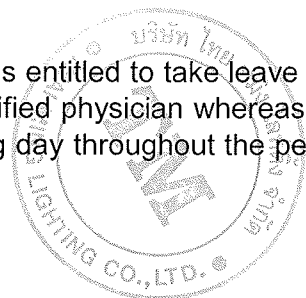
Leave and Rules on Taking Leave

1 Sick leave

- 1.1 An employee is entitled to sick leave if he or she is sick for which the Company shall pay wages equal to the wages on working day throughout the period that sick leave was taken but not exceeding 30 working days in one year.
- 1.2 A Day on which an employee is unable to work due to an injury or illness arising out of employment or on maternity leave shall not be regarded as sick leave.
- 1.3 Sick leave must be promptly notified to the Company or employee's superior. An employee must also submit a leave application form to an employee's direct supervisor on the first day that an employee returning to work.
- 1.4 In case of sick leave occurs after coming to work or in the case of having to see a doctor by appointment, an employee must obtain an approval from his or her direct supervisors.
- 1.5 Taking Sick leave for 3 days or more, regardless of whether there is holiday in between or not, employees must present a medical certificate from the first-class physician or an official medical establishment. If an employee is unable to present a medical certificate, an employee shall give an explanation to the Company and the Company reserves the right to have a doctor appointed by the Company to re-examine an employee for consideration.
- 1.6 If an employee taking sick leave without justified reason frequently and if the Company can prove that an employee is not sick, the Company will consider the disciplinary action on a case-by-case basis.
- 1.7 Abusing sick leave is not only considered as making false reports to supervisor but also considered as a serious offense to the Company as fraud which will be subjected to disciplinary action as per the Company's regulations.
- 1.8 In the event that an employee took sick leave for 30 working days but still required to undergo further treatment due to chronic illness, the Company will approve for sick leave without pay. An employee is required to present a medical certificate from a first-class physician or an official medical establishment to be granted for an approval.
- 1.9 If an employee feeling sick while taking other types of leave will not be able to take sick leave during that period.
- 1.10 An employee who does not comply with the Company leave regulations shall be considered as absent or abandon of their duties and may be subjected to the disciplinary actions according to the Company's regulations.

2. Leave for sterilization

- 2.1 An employee is entitled to take leave for sterilization and is entitled to take leave due to the sterilization as prescribed and certified by the qualified physician whereas the Company shall pay wages equal to the wages on working day throughout the period taking the leave.



- 2.2 In this respect, an employee must submit a leave application form to a superior for approval not less than 7 days in advance.
- 2.3 When returning to work on the first day, an employee is required to submit a medical certificate to a supervisor as evidence of leave.

3. Casual leave

- 3.1 An employee shall be entitled to leave for necessary business for 3 working days with wages if an approval from the Company is granted. However, this type of leave is only granted to allow an employee to take time off for personal business which cannot be done on weekly holidays, and such business cannot be done by other persons.

See Appendix 02.

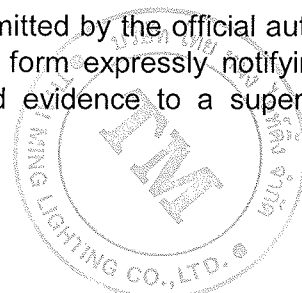
- 3.2 The manager will consider and approve casual leave for necessary business for an employee under his or her supervision by considering the reasons of leave and the impact on the Company's operations if such leave is taken.
- 3.3 An employee must submit a leave for necessary business form as designated by the Company to their direct supervisor to request for an approval at least 1 working day in advance, except in an emergency case.
- 3.4 In the event of an emergency case, and that a leave form cannot be submitted in advance. An employee must immediately notify the Company or the supervisor and submit a leave form together with justification reason to the supervisor on the first day of returning to work, the supervisor may or may not approve a leave request.

4. Leave for military service

- 4.1 A male employee shall be entitled to leave for military service for inspection, military drilling or for readiness testing under the law concerning military service. Whereas the Company shall pay wages equal to the wages on working day throughout the period the leave was taken but not exceeding 60 days in one year.
- 4.2 In this respect, an employee must submit a leave application form and an evidence to a superior no later than the day following the date on summons is received.

5. Leave for training or knowledge development

- 5.1 An employee is entitled to take leave for training or knowledge development whereas the Company shall pay wages equal to the wages on working day throughout the period taking leave in the following cases:
 - 5.1.1 For the benefits to an employee and the Company or skill development to improve an employee's working efficiency whereas an employee must present the project or curriculum and specify the duration of the project or curriculum precisely.
 - 5.1.2 For the test or examination as arranged or permitted by the official authority, an employee must submit a leave application form expressly notifying the grounds for taking leave together with related evidence to a superior for approval not less than 7 days in advance.



5.2 The Company may not approve a leave for training or knowledge development in the following cases:

5.2.1 In the year that an employee applying for a leave, an employee has already been permitted for same kind of leave for not less than 30 days or 3 times OR

5.2.2 Such leave may cause damages or affect the business operation of the Company.

6. Maternity leave

6.1 A pregnant female employee shall promptly present a medical certificate of a first-class physician to the Company for acknowledgment and is entitled to take maternity leave not exceeding 98 days including a leave for prenatal check-up, which shall include holidays during the period of leave. In this regard, the Company shall pay wages equal to the wages on working day throughout the period taking leave but not exceeding 45 days and an employee must submit a leave application form to a superior not less than 7 days in advance except when a submission could not be made whereas an employee must give a notice and submit a leave application form to a superior promptly.

6.2 Whereas a female employee who is pregnant presents a certificate from a first-class physician certifying that she is unable to continue in her previous duties, an employee shall be entitled to request the Company to temporarily change her duties before or after delivery, and the Company shall consider changing her duties to suitable work for a pregnant employee.

6.3 Leave due to miscarriage is not defined as maternity leave (less than 7 months pregnant). It shall be considered as sick leave.



Section 8

Discipline and Disciplinary Actions

For good relations, unity and orderliness between employees and the Company or among employees themselves as well as for work efficiency, employees shall perform as follows:

1. Employee's disciplines

1.1 General discipline

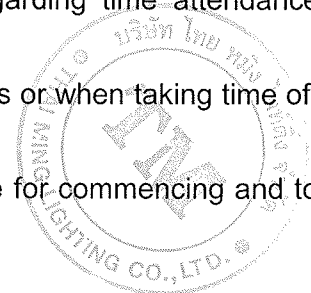
- 1.1.1 Employees must strictly comply with this Company Rules and Regulations.
- 1.1.2 Employees must obey and comply with the instructions of the Company or executives or superiors.
- 1.1.3 Employees must perform duty on time and record time attendance by not arriving late or leaving earlier.
- 1.1.4 Employees must efficiently perform duty and being cooperative and helping each other.
- 1.1.5 Employees must perform duty with honesty and must not present or produce false evidence causing damages to the Company or other persons.
- 1.1.6 Employees must strictly comply with the safety rules for job performing.
- 1.1.7 Employees must perform duty by not intentionally or negligently inflicting damages upon the Company.
- 1.1.8 Employees must protect, look after, and take precaution of the machinery, tools, equipment, or property under the responsibility or in the workplace not to be lost or damaged.
- 1.1.9 Employees must look after and take care of the workplace to be always clean and tidy.
- 1.1.10 Employees must not consume intoxicants or illegal narcotic drugs prior to or while working or must not work while being drunken or intoxicated. An employee also prohibited from selling, distributing, handing out or encouraging other person to commit such acts.
- 1.1.11 Employees must not quarrel with or assault another person in the workplace.
- 1.1.12 Employees must not bring illegal narcotic drugs or weapons or explosives into the workplace.
- 1.1.13 Employees must not disclose the business confidentiality of the Company. Do not publish information, photos, production processes of the Company or other information related to the production process.
- 1.1.14 Employees must dress properly and wear the identity badge in the workplace in accordance with the Company rules.
- 1.1.15 Employees must behave well-mannered towards both colleagues and visitors of the Company.



- 1.1.16 Employees must not commit any acts to destroy a good relation between the employees and the Company or illegally instigate a strike or causing trouble in the workplace.
- 1.1.17 Employees must not work or become a shareholder or stakeholder to other person who operating similar kind of business to the Company, whether with or without remuneration.
- 1.1.18 Employees and / or spouse (whether register a marriage certificate or not) children, parent and siblings of the employees must not involve in any other parties who doing business with the Company, either directly or indirectly and either having benefit or not, except that the employees had already informed the Company and a written approval from the Company has been granted.
- 1.1.19 Employees at any level must not to commit sexual harassment in any kind against one another.
- 1.1.20 Employees must not commit or involve in a crime such as gambling, an illegal lottery, or lending money illegally.
- 1.1.21 Not conducting any acts to damage the reputation of the Company or causing a possibility of damage or act or allowing others to perform an action of any kind, which may damage the reputation of yourself or your job position.
- 1.1.22 Employees must spend money appropriately and not causing oneself to be insolvent and not borrowing money from the others or causing nuisance to other employees.
- 1.1.23 Employees must not post the notice, advertisement, write a message, distribute leaflets, publish documents or publications of any kind in the Company's area without permission including not removing, destroying, editing documents, or any Company's announcements.
- 1.1.24 Employees must strictly comply with the anti-corruption policy of the Company and must not commit a criminal offense against colleagues or other persons related to the Company's business.
- 1.1.25 Prohibition of rallying, mingling or inciting acts causing unrest within the company.
- 1.1.26 Do not use sarcastic words, insults, aggressive against commanders or supervisor.

1.2 Work attendance

- 1.2.1 Employees must come to work regularly on the working days as specified by the Company.
- 1.2.2 Employees must strictly comply with the rules regarding time attendance recording both entering and exit the Company.
- 1.2.3 Employees must comply strictly with leave regulations or when taking time off work.
- 1.2.4 Employees must abide by the working time schedule for commencing and to get off work.



1.3 Performing of duties

- 1.3.1 Employees must perform their duties to the best of their abilities honestly and diligently, it is forbidden to use either direct or indirect authority is for their own benefits.
- 1.3.2 Employees must utilize their working time for the benefits of their duties.
- 1.3.3 In order to prevent drug problems in the workplace, employees agreed that the Company may bring in the officers as required by law to detect drugs from employees without prior notice.
- 1.3.3 Employees must not bring outsiders into the Company without permission.
- 1.3.4 Employees are prohibited to smoke inside the Company's except the smoking area as specified by the Company.
- 1.3.5 Employees must follow the Company safety rules.
- 1.3.6 The supervisor level is responsible for supervising employees to strictly comply with the Company's disciplines. If an employee who is not within his / her line of work is found to violate the disciplines, a supervisor is able to use the power to prohibit and must notify HR immediately.

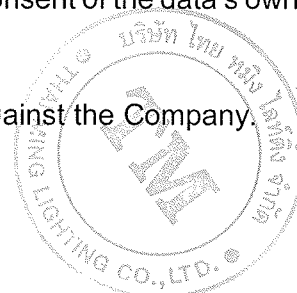
1.4 Company's confidentiality

- 1.4.1 Employees must keep the confidentiality of the customers of the Company and other employees or persons related to the Company.
- 1.4.2 Employees must maintain the confidentiality and reputation of the Company.
- 1.4.3 Employees must not disclose wages or salaries including the rate of salary increases of yourself or others, whether intentionally or unintentionally to other employees that not relevant to this issue.
- 1.4.4 Employees must keep statistical reports, formulas, methods, processes, costs related to the production process, employee's information, accounting, finance, and the information of the Company, affiliated Company as confidential by not disclosing to any person by any means and must not cause information as abovementioned to be lost or damaged.
- 1.4.5 Photo taken or to bring people from outside to take photos inside the Company without permission is not allowed. Taking photos in the Company and post in the social media in all cases also not allowed.
- 1.4.6 Employees shall be strictly responsible for keeping confidentiality in all matters relating to the Company including the information of the Company's clients, other employees or any persons who related to the Company. The personal information must not be disclosed to others without consent of the data's owner.

2. Severe disciplinary offense

- 2.1 Malpractice or intentionally committing a criminal offense against the Company.
- 2.2 Intentionally causing the Company damaged.

3. Disciplinary actions



In case of an employee violates the Company's disciplines or Rules and Regulations, he / she shall be punished as follows in accordance with the appropriateness and severity of the violation for any one offense or many offenses in combination without the necessity of sequential order:

- 3.1 Verbal warning (with a record)
- 3.2 Written warning
- 3.3 Suspension from work
- 3.4 Termination without compensation

The person with authority shall consider to termination without compensation such in case of severe disciplinary offense (mentioned in article 2 Severe disciplinary offense).

Disciplinary actions at all levels will be recorded in an employees' personal profile and will be impacted on the employees' performance appraisal.

4. Fair disciplinary actions

Where an employee commits a disciplinary offence or has otherwise act in a way which the Company believes contrasts with the Rules and Regulations, the Company considers the punishment regarding offence type as defined in Appendix 03.

5. Persons in authority

- 5.1 Supervisors of all level are authorized to give a verbal warning and record it.
- 5.2 Managers are authorized to give disciplinary punishments of items 3.1 and 3.2. As for Item 3.3, HR Director will consider details of misconducts, severity, and punishments based upon fairness and the laws, prior to submitting to the General Manager.
- 5.3 The General Manager has the authority to give punishments to all levels.

See Appendix 04.

6. No use personal mobile phone in work hours at Production and nearby.

The Company prohibits using a personal mobile phone during work hours on the shop floor covered production lines, warehouse and nearby.

Employees who work in that areas must keep a personal mobile phone in their lockers. If an employee wants to bring into the areas, no matter of all cases, must always get permission from the manager of area and will be allowed from time to time only.

If an employee wants to go to the restroom during work hours, it is always necessary to get permission from a supervisor. The restroom hours shall be deemed as a part of work hours; therefore, an employee must not use a personal mobile phone during the said period, no matter which area.



Section 9 Complaints

1. Scope and meaning of complaints

- 1.1 The Company wishes the working of employees to be good understanding between the Company and the employees and among employees themselves. Therefore, in case of an employee has any problem related to working condition or working instruction or colleagues or being treated unfairly in any matters, an employee is entitled to file the complaints.

2. Method and procedures in filing complaints

- 2.1 An employee shall be entitled to file the complaints in writing stating the matters in summary to a superior or to HR within 7 days from the date the incident occurred whereas an employee must file the complaints by oneself.

3. Inquiry and consideration of complaints

- 3.1 A superior or HR shall undertake an inquiry and consider the complaints and shall notify an employee filing the complaints of the result of consideration in writing within 14 days from the date receiving the complaints.

In case of an employee filing the complaints having not received a written notice of result of consideration or having already received but an employee still being unsatisfactory with the result of consideration, an employee is entitled to file the appeal to the executive within 7 days from the date passing the due to be receiving the notice or on the date of receiving the notice whereas the executive shall notify an employee of the result of appeal in writing within 14 days from the date receiving the appeal.

- 3.2 The Company, by the executive and the superior, shall undertake the inquiry and consider the complaints by considering of the fairness, unity, and benefits to all parties by trying to mediate or compromise or gathering the evidence to acknowledge the facts and circumstances of the complaints.
- 3.3 The Company shall not consider any anonymous complaints or verbal accusation.

4. Procedures finalizing the complaints

- 4.1 Once the period of appeal has passed or the executive already issuing the letter notifying the result of the appeal consideration, such complaints shall be deemed to be finalized.

5. Protection of the person filing the complaints and relevant persons

- 5.1 The Company shall fairly protect the employee filing the complaints and relevant persons unless it is a false complaint intended to damage other persons. The relevant persons in such false complaints, shall be considered as committing a serious offense.



Section 10**Termination, Employee's status discontinuation, Severance pays, and Special compensation**

1. Termination

- 1.1 The termination means any act for which the Company would not allow an employee to continue working and would not pay wages whether due to the expiry of the employment agreement or due to any other causes, including the case of an employee having not worked and received wages due to the Company being unable to continue operating its business.
- 1.2 Employee's status will be ended when an employee falls upon either following status.
 - 1.2.1 Death.
 - 1.2.2 Resignation for which an employee must notify the Company in writing prior to any wage's payment schedule for the agreement to be effectively terminated at the following wages payment schedule.
 - 1.3.3 Retirement for which an employee shall reach at the age of 60 years whereas the employment shall be terminated at the end of birth month. In this respect, the Company shall notify an employee in writing not less than 30 days in advance.
 - 1.3.4 Termination shall be notified in advance to an employee in writing by the Company upon or prior to any wage's payment schedule for the employment to be effectively terminated at the following wages payment schedule except for the employment agreement being terminated at the expiry of the schedule in the employment agreement or an employee committing serious offense subject to immediate termination under the law without advance notice.
- 1.3 In case of the Company terminating an employee, the Company shall pay wages, overtime wages, wages on holiday and overtime wages on holiday entitled to an employee within 3 days from the termination date.
- 1.4 In case of the Company terminating an employee and an employee is not being guilty of any wrongdoing, the Company shall pay wages to an employee for the annual leave holidays for the year of termination in proportion to the annual leave holidays that an employee is entitled.
- 1.5 In case an employee resigns, he/ she is not entitled to the unused annual vacation.



2 Severance pays

2.1 The Company will pay severance pay to employees who have been terminated under Labor Protection Act, Section 118 as follows:

2.1.1 An employee who has worked consecutively for one hundred and twenty days but not completed one year shall be paid not less than the last rate of wages thirty days, or not less than wages for the last thirty days of work for an employee who is paid on the basis of his/her performance calculated in units.

2.1.2 An employee who has worked consecutively for one year but not completed 3 years shall be paid not less than the last rate of wages ninety days, or not less than wages for the last ninety days of work for an employee who is paid on the basis of his/her performance calculated in units.

2.1.3 An employee who has worked consecutively for three years but not completed six years shall be paid not less than the last rate of wages one hundred and eighty days, or not less than wages for the last one hundred and eighty days of work for an employee who is paid on the basis of his/her performance calculated in units.

2.1.4 An employee who has worked consecutively for six years but not completed ten years shall be paid not less than the last rate of wages two hundred and forty days, or not less than wages for the last two hundred and forty days of work for an employee who is paid on the basis of his/her performance calculated in units.

2.1.5 An employee who has worked consecutively for ten years but not completed twenty years shall be paid not less than the last rate of wages three hundred, or not less than wages for the last three hundred for an employee who is paid on the basis of his/her performance calculated in units.

2.1.6 An employee who has worked consecutively for twenty years and above shall be paid not less than the last rate of wages four hundred, or not less than wages for the last four hundred for an employee who is paid on the basis of his/her performance calculated in units.

2.2 The Company shall not pay severance to the employee being terminated under either one of the following cases:

2.2.1 Being dishonest in the line of duty or intentionally committing criminal offense against the Company.

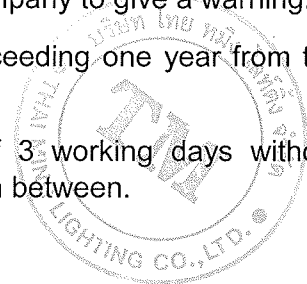
2.2.2 Intentionally inflicting damages to the Company.

2.2.3 Being negligent causing the Company to be severely damaged.

2.2.4 Violating the working regulation or rules or lawful and fair instructions of the Company and the Company having already given warning in writing except in serious case for which it is unnecessary for the Company to give a warning.

The said written warning shall be effective not exceeding one year from the date an employee committing the offense.

2.2.5 Abandoning the duty for a continuous period of 3 working days without reasonable grounds whether there being holidays in between.



- 2.2.6 Being punished by the final judgment, by a court, to imprisonment. In case it is an offense arising out of negligent acts or for petty offenses, causing the Company severe losses.

3. Special compensation

- 3.1 In case of the Company relocating the place of business to other locations and materially affecting to the normal course of living of an employee or family, the Company shall notify an employee not less than 30 days in advance of the moving. In such case, if an employee does not wish to work with the Company, an employee is entitled to terminate the employment agreement within 30 days from the date of the notification or from the date of relocation of the place of business. In this regard, an employee is entitled to a special compensation under the **article 2 Severance pays**.

In case that the Company does not notifying employees of the relocation of the place of business in advance under paragraph one, the Company shall pay special compensation in lieu of advance notice equal to 30 days of the last wages to employees.

- 3.2 In case of the Company terminating an employee due to the reason that the Company is making an improvement on the work units, manufacturing process, selling or service due to the utilization of machinery or change of machinery or technology and resulting in downsizing the number of employees, the Company shall notify the Labor Inspection Official of the termination date, grounds for termination and list of employees as well as the employees to be terminated of the not less than 60 days in advance of the termination date.

In case of the Company not notifying an employee to be terminated in advance or notifying in advance less than 60 days, the Company shall pay special compensation in lieu of advance notice equal to 60 days of the last wages to an employee.

Specifically, for an employee with an uninterrupted service over 6 years, the Company shall pay special compensation for the service exceeding 6 years to an employee not less than 15 days of the last wages against 1 year of service. However, the total compensation under this clause shall not exceed 360 days of the last wages.

For the benefits in calculating the special compensation for the case of service period being less than 1 year, the fraction of the service period exceeding 180 days shall be considered the service period of 1 year.



Section 11 Enforcement

1. This Rules and Regulations enforces to all employees of the Company.
2. Any controversial statements of regulations, rules, announcements, orders which have been enforced in the Company prior to the enforcement of this Rules and Regulations, and / or any statements different from this one, are to cancel, and use the statement per this Rules and Regulations, instead.
- 3 Each employee is asked to give understanding to the contents of this Rules and Regulations, strict compliance, for the sake of peaceful and efficient mutual working, for good.



Appendix 01

Daily wage and salary for working on normal workday/ time, weekly holiday, traditional holiday, vacation, and overtime pay

Employee group	Normal work day	Normal work time	OT (below MANAGER)	Working on Normal work day		Weekly holiday	Working on Weekly holiday		Traditional holiday	Working on Traditional holiday		Vacation leave	Working on Vacation leave	
				Pay rate / Hour (normal work time)	Pay rate / Hour (OT) (below MANAGER)		Pay rate / Hour (normal work time)	Pay rate / Hour (OT) (below MANAGER)		Pay rate / Hour (normal work time)	Pay rate / Hour (OT) (below MANAGER)		Pay rate / Hour (normal work time)	Pay rate / Hour (OT) (below MANAGER)
Monthly basis (5 days / week)	Mon - Fri	08:30 AM - 05:30 PM	06:00 PM - 20:00 PM	Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{1.5}{30 \text{ days} / 8 \text{ hrs.}}$	Sat, Sun	Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{3}{30 \text{ days} / 8 \text{ hrs.}}$		Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{3}{30 \text{ days} / 8 \text{ hrs.}}$		Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{3}{30 \text{ days} / 8 \text{ hrs.}}$
Monthly basis (6 days / week)	Mon - Sat (WORK)	08:30 AM - 05:30 PM	06:00 PM - 20:00 PM	Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{1.5}{30 \text{ days} / 8 \text{ hrs.}}$	Sat (OFF), Sun	Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{3}{30 \text{ days} / 8 \text{ hrs.}}$		Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{3}{30 \text{ days} / 8 \text{ hrs.}}$		Monthly wages x $\frac{1}{30 \text{ days} / 8 \text{ hrs.}}$	Monthly wages x $\frac{3}{30 \text{ days} / 8 \text{ hrs.}}$
Daily basis (6 days / week)	Mon - Sat (WORK)	08:30 AM - 05:30 PM	06:00 PM - 20:00 PM	Daily wages x $\frac{1}{8 \text{ hrs.}}$	Daily wages x $\frac{1.5}{8 \text{ hrs.}}$	Sat (OFF), Sun	Daily wages x $\frac{2}{8 \text{ hrs.}}$	Daily wages x $\frac{3}{8 \text{ hrs.}}$		Daily wages x $\frac{2}{8 \text{ hrs.}}$	Daily wages x $\frac{3}{8 \text{ hrs.}}$		Daily wages x $\frac{1}{8 \text{ hrs.}}$	Daily wages x $\frac{3}{8 \text{ hrs.}}$

For health and safety, a pregnant female employee is not allowed to work overtime between 10:00 pm. – 06:00 am.

For an employee who agrees to work overtime or work on holidays or work overtime on a holiday, during the performance of work, if an employee has ignored and / or has neglected to comply with the Company's order, that employee shall be subjected to a disciplinary offense for disobedience and neglect.



Appendix 02 Casual leave

Casual leave is granted to an employee to take time off for the following reasons:

1. Make a new ID card or renew it.
2. Make a new passport or renew it.
3. Make a new driving license or renew it.
4. Contact the Land Department and/ or other government agencies.
5. Attend a special ceremony of the family e.g. marriage, funeral, ordination, etc.
6. Legal action at court e.g. testify, being a plaintiff, etc.
7. Other reasons needful with provable evidence e.g.
 - take employee's family members (e.g. parent, children, spouse) to see the doctor.
 - take care of employee's children when they got sick.
 - visit employee's family member at the hospital.
 - parents meeting at children's school.
 - follow up symptom after got sick (physician's appointment).
 - graduation ceremony of employee
 - suffered from natural disasters e.g. flood, fire, earthquakes, storms, etc.



Appendix 03 Fair Disciplinary Actions



Abbreviations and Meanings:

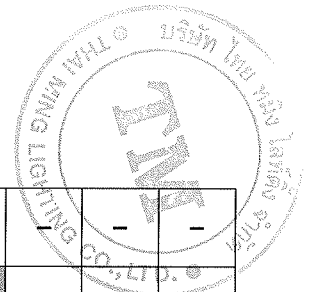
vw = verbal warning with record

ww = written warning

sp = suspension

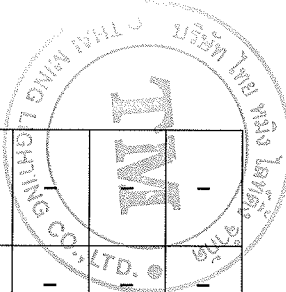
tm = termination

No.	Type of Offences	Time / Penalty				
		1	2	3	4	5
1	Dress improperly according to the Company rules, safety rules, quality policies.	vw	vw	vw	ww	ww
2	Avoid attending meeting, trainings, seminars according to arranged by the Company.	vw	vw	ww	ww	sp
3	Bring an outsider who is not a visitor into the Company without permission.	vw	vw	ww	ww	sp
4	Bring foods and beverages to eat inside the production area without permission.	vw	vw	ww	ww	ww
5	Records work times on behalf of others, lets others record work times instead.	ww	ww	sp	sp	tm
6	Rest before time, rest longer than time, or discard before end of work hours.	vw	vw	ww	ww	ww
7	Absent, stop working, discard duties without permission from the supervisor.	vw	vw	ww	ww	tm
8	Go outside workplace without permission from the supervisor.	vw	vw	ww	ww	tm
9	Not obey, violate commands by the likes of the supervisor.	vw	vw	ww	ww	tm
10	Sleep, surf internet, read other books not related to work during work hours.	vw	vw	ww	ww	tm
11	Work outside their duties, interfere works of other employees without permission.	vw	vw	ww	ww	tm
12	Not follow or violate the Company rules, policies, announcements, commands of the Company.	vw	ww	ww	sp	tm
13	Not cooperate with security officers to search inside luggage before entering and exit the Company.	vw	ww	ww	sp	tm
14	Give loan to other employees and / or charge higher interest rate than defined by the government.	vw	ww	ww	sp	tm
15	Tease loudly or disturb working of other employees.	vw	ww	tm	-	-
16	Not follow or violate the Quality policy.	vw	ww	tm	-	-
17	Not follow or violate the Safety policy.	vw	ww	tm	-	-
18	Disclose their wage rate to other employees or infringe other employee's wages, except an employee who has duties about wages.	ww	sp	tm	-	-
19	Carelessness, lack of carefulness and affect to damage the Company.	ww	tm	-	-	-

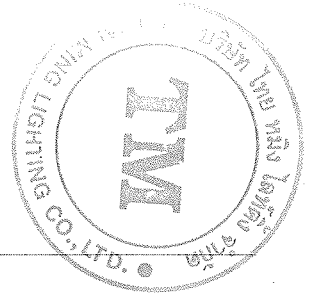


20	Do a personal business inside the Company or use Company's equipment for private advantages.	sp	-	-	-	-
21	Hide the Company's assets that loss of benefits from using.	sp	tm	-	-	-
22	Disclose secrets of other employees or secrets of the Company in order to destroy the reputation, disgrace, or damages to others. Disclose important or confidential information of the Company. Destroy the Company reputation and the Company image that is caused to lose the Company's benefits.	sp	tm	-	-	-
23	Scatterbrained act which makes the Company asset lose or a serious damage. Act carelessly cause of fire, or because other employees get fatal accident and must stop working more than 30 days or become handicapped or loss of life inside workplace of the company.	tm	-	-	-	-
24	Scam, cheat, fraud, corrupt, or exploitation for themselves. Accept money of bribes, gifts, or privileges from contractors or third party.	tm	-	-	-	-
25	Distribute anonymous letter, circular notice, announcement, mail flyer, email, etc. inside the Company that is incitement or create a schism, destroy unity among employees or attack the Company. Add, edit, delete, destroy documents of the Company without permission which damage the Company.	tm	-	-	-	-
26	Embezzle, steal the Company's assets, or assets of the other employees by intentionally.	tm	-	-	-	-
27	Quarrel or injure other employees or other people inside the Company.	tm	-	-	-	-
28	Sexual harassment, pornographic obscene act, or to molest other employees whether same sex, or different sex, inside workplace of the Company during work hours or time out.	tm	-	-	-	-
29	Promote or conspire other employees about the disciplinary misconduct.	tm	-	-	-	-
30	Take drugs, illegal things, alcohol, serious dangerous weapons or explosives into the Company or workplaces. Take drugs or stimulant use throughout the period of being and employee of the Company.	tm	-	-	-	-
31	Smoking in the non-smoking area which are defined by the Company.	tm	-	-	-	-
32	Gamble, share, sell lotteries, be a host or manage gamble in the workplace.	tm	-	-	-	-
33	Support or take part to support other Companies that are the Company's competitors.	tm	-	-	-	-
34	Act or cause of damage to the Company deliberately.	tm	-	-	-	-

WAC



35	Violate the rules, regulations, announcements, policies, operation procedures that lawfully defined by the Company and caused damage to the Company.	tm	-	-	-	-
36	Absence or discard the duties without reasons for 3 consecutive workdays.	tm	-	-	-	-
37	Illegal action, or customs violation, or contrary to tranquility of the people.	tm	-	-	-	-
38	Say catty, slander, aggressive, insult against the supervisor, colleagues, customers, and visitors of the Company.	tm	-	-	-	-



Appendix 04
Persons in authority

Person in authority	3.1 Verbal warning (with a record)	3.2 Written warning	3.3 Suspension from work	3.4 Termination without compensation
GM	/	/	/	/
Director	/	/	/	/
Sr. Manager	/	/	/	
Manager				
Vice Manager	/	/		
Supervisor	/			
Line Leader	/			

Appendix 05
Employee welfare

1. Food allowance and the company supports lunch allowance
2. Overtime food allowance
3. Travel allowance
4. House allowance
5. Diligence allowance
6. Chinese language allowance
7. Employee activity fee
8. Employee birthday gifts and cake
9. Incentive fee
10. Other activities such as important Thai and Chinese cultural festivals, internal sports day, New Year party and various company anniversaries will have many activities such as various sports competitions, various competitions, slogan contests, cultural performances. The company will prepare snacks, prizes, souvenirs, etc. for participating employees.

