

SOCIALIST REPUBLIC OF VIETNAM
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BRITISH UNIVERSITY VIETNAM COMPANY LIMITED

INTERNAL LABOR POLICY (THE 6TH AMENDMENT AND SUPPLEMENT)

<u>CHAPTER I:</u> GENERAL PROVISIONS
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Article 1:

Internal Labor Regulations specify regulations with which all employees are required to strictly comply when working at British University Vietnam Company Limited ("the Company").

Article 2:

Internal Labor Regulations are applied to all employees working at the Company under various forms and types of Labor Contracts, including those who are in probationary or apprenticeship periods.

Article 3:

All cases not specified in these Internal Labor Regulations shall be handled in accordance with the Labor Code and current labor legal documents prescribed by the State.

<u>CHAPTER II</u> LABOR CONTRACT
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Article 4: Recruitment

Employees recruited into the Company must submit the following documents:

a. For the Vietnamese:

Vietnamese people who wish to work for the Company must submit the following documents (in Vietnamese and English) for recruitment by the Company:

1. Application form
2. Curriculum Vitae (within 6 months)
3. 2 photos of 4cm x 6cm (latest photos: within the past 6 months)
4. Certified copy of ID Card or Passport
5. Certified copies of diplomas and certificates.
6. Health certificate (within the past 6 months).

b. For foreigners

Foreigners who wish to work for the Company must submit the following documents (in English) for recruitment by the Company:

1. Application form
2. Curriculum Vitae (within 6 months)
3. 2 photos of 4cm x 6cm (latest photos: within the past 6 months)
4. Certified copy of Passport

5. Certified copies of diplomas and certificates.
6. Certificate of Criminal Record
7. Health certificate (within the past 6 months).
8. Certificate of teaching experience of 5 years

Article 5. Orientation for employees

All new employees will be introduced about the University and work for the purpose of:

1. Helping employees complete their tasks effectively;
2. Facilitating employees to find and access the necessary tools and resources
3. Understanding the working context and mission of BUV
4. Developing relationships with colleagues and feel as part of the BUV "family".

Article 6: Probation

A new Employee must undergo a probationary period. The probationary period will be stated by signing the Probation Contract between the legal or authorized representative and the new Employee.

6.1. Probationary period

Probation is not required for the Labor Contract of less than 1 month.

For definite-term contracts from full 12 months to 36 months, based on the nature of the work, the specific probationary period is as follows:

- a. No more than 180 days for managerial positions of the enterprise in accordance with the Enterprise Law, Law on Management and Use of State Capital invested in production and business at the enterprise, specifically the positions of Chairperson of the Members' Council, members of the Members' Council, President of the Company, Chairperson of the Board of Directors, members of the Board of Directors, Director or General Director and individuals holding other managerial positions as prescribed in the Company's Charter.
- b. 60 days for jobs requiring college-level or higher professional or technical qualifications;
- c. 06 days for unskilled employees (for housekeeping and security guard positions).

During the probationary period, the Company or the Employee has the right to terminate the probationary contract without a prior notice and compensation to the other party. During the probationary period, the Company and the Employee are not required to pay insurance premiums as prescribed.

The salary during the probationary period is paid no less than 85% of the salary after signing the official Labor Contract.

6.2. Evaluation of the probationary period

Within three (03) working days before the end of the probationary period, the Company and the new Employee will conduct an evaluation of the probation process.

If the requirements are satisfactory, that Employee will be recruited to work officially at the Company.

The legal representative or legally authorized person or the Director of Human Resources will send the probation results in writing to the Employee.

Article 7: Signing the Labor Contract

After the probationary period, new qualified Employees will be recruited to work at the Company in the following forms:

- a. A definite-term Labor Contract of not exceeding 36 months;
- b. An indefinite-term Labor Contract.

The Company and the officially recruited Employee will mutually agree on the contents of the Labor Contract on the principle of complete voluntariness, respect of each other's interests and in accordance with the provisions of these Regulations and labor law.

After two definite-term Contracts, the Company and the Employee will sign an indefinite-term Labor Contract.

Article 8: Evaluation of work performance

In December and June annually, the Company and the Employee will evaluate the work performance and recognize the strengths based on the work contents agreed in writing between the Employee and the Employer. The results of the evaluation of work performance in December are the basis for considering salary adjustment, promotion, discussion on expectation in work performance.

Article 9: Work permit

Foreign employees may be recruited to work at the Company if they fully meet the working conditions required by Vietnamese law and the Company's requirements for such vacancies. Foreign employees working at the Company will be applied for a work permit in accordance with regulations by the Company.

Article 10: Signing a new Labor Contract

Within one month before the Contract expiration date, the Company and the Employee will agree on the signing of a new Labor Contract. If the Labor Contract is not renewed, the Company will be responsible for notifying the Employee in writing 15 days before the contract expiry.

When a definite-term labor contract expires but the employee continues to work, the following shall be followed:

- a) Within 30 days from the expiry date of the labor contract, the two parties must sign a new labor contract; during the period when a new labor contract has not been signed, the rights, obligations and interests of both parties shall be performed according to the signed contract;
- b) If the period of 30 days expires, but the two parties has not signed a new labor contract, the definite-term contract signed (under the provisions of Point b, Clause 1 of Article 20 of the Labor Code) becomes an indefinite-term labor contract;
- c) In case two parties sign a new labor contract which is a definite-term labor contract, it is allowed to sign one more time only; then, if the employee continues to work, he/she shall sign an indefinite-term labor contract.

Article 11: Transfer of working position

In case of unexpected difficulties due to natural disasters, fires, epidemics; application of measures to prevent and remedy occupational accidents and diseases; electricity, water problems or due to business operation needs - such as the company's expansion of its business model, operating and business areas, Employees are temporarily arranged to support and work at new positions when the company has not yet recruited employees in charge of these positions; or, when the company redirects its business, encounters difficulties and is forced to restructure, merge or split departments, resulting in the loss of the Employees' current job position, the Employees are temporarily transferred to other positions before the Company can arrange and agree with the Employees on other suitable jobs - The Company may transfer job positions and change work contents of the Employees for no more than 60 cumulative days in a year, unless otherwise agreed by the Employees. Within this time limit, if the Employees fail to comply with the Company's decision, they may be subject to labor discipline.

When temporarily transferring the Employees to other job positions, the Company will notify the Employees 03 working days in advance and clearly state the duration of the temporary transfer and the new jobs.

If it is considered that this change is long-term and necessary for the company's business or the temporary transfer period exceeds 60 days or the transfer is to create development opportunities for the Employees, the Company will negotiate with the Employees.

When temporarily transferring to other jobs, the Employees will be paid according to such job positions. If the salary of the new job is lower than the former salary, the Employees are entitled to keep the former salary within 30 working days. Then, the salary of the new job position will be decided by the legal representative or the legally authorized person on a case-by-case basis, but no less than 85% of the former salary and no lower than the minimum salary set by the state.

A job transfer can lead to an increase or decrease in responsibilities, depending on the new position.

Article 12: Termination of Labor Contract

The Labor Contract will terminate in the following cases:

- a. The labor contract expires, unless the employee is a member of the management board of the employees' representative organization at the grassroots during the term of which the labor contract expires as prescribed in Clause 4, Article 177 of the Labor Code 2019;
- b. The tasks under the Contract is completed;
- c. Both parties agree to terminate the Contract;
- d. The Employee is sentenced to imprisonment without a suspended sentence or discharged sentence as stipulated in Clause 5 of Article 328 of the Criminal Procedure Code or death penalty; or is prohibited from performing the tasks stipulated in the labor contract by a legally effective conviction or judgment of the Court;
- e. The Employee who is foreigner working in Vietnam is deported according to a legally effective judgement or decision of the Court or a decision of a competent state agency.
- f. The Employee dies or is declared by the Court to have lost the capacity for civil acts or to be missing or dead.
- g. The Company ceases its operations or is declared by the business registration agency under the Provincial People's Committee to have no legal representative or authorized person with the rights and obligations of a legal representative.
- h. The Employee is dismissed as a result of disciplinary action in accordance with the law.
- i. The Employees' unilateral terminates the Labor Contract according to the regulations of law.
- j. The Company unilaterally terminates the labor contract in accordance with the regulations of law.
- k. The Company lays off the Employee in accordance with Articles 42 and 43 of the Labor Code.

Article 13. Right to early terminate a labor contract

13.1. For the Employees

13.1.1. An Employee is entitled to unilaterally terminate the labor contract with a prior notice to the Company as follows:

- At least 30 days if working under a definite-term labor contract with a term from full 12 to 36 months.
- At least 45 days if working under an indefinite-term labor contract, except for cases specified in Article 156 of the Labor Code.

13.1.2. An Employee is entitled to unilaterally terminate the labor contract without a prior notice in the following cases:

- Not being assigned work or a workplace or not being provided with the agreed working conditions, except for cases stipulated in Article 29 of the Labor Code.

- Not being paid in full or on time, except for cases regulated in Clause 4 of Article 97 of the Labor Code.
- Being maltreated, physically assaulted or verbally or non-verbally insulted by the Company, affecting the health, dignity or honor of the employee or being subjected to forced labor.
- Being sexually harassed at the workplace.
- A female employee who is pregnant must take leave consistent with Clause 1 of Article 138 of the Labor Code.
- Reaching the retirement age as stipulated in Article 169 of the Labor Code, unless otherwise agreed by the parties.
- The Company provides inaccurate information as stipulated in Clause 1 of Article 16 of the Labor Code, which affects the implementation of the labor contract.

13.2. For the Company

13.2.1 The company is entitled to unilaterally terminate the labor contract early in the following cases:

- The Employees repeatedly fails to fulfil their tasks under the labor contract, including: unfulfilling the work performance criteria or tasks assigned in the job description and the work objectives as agreed by the two parties in writing due to reasons, including: subjective factors, violations recorded in minutes or reminded in writing at least once per month, but then the violations are still not remedied.
- An Employee is sick after having received treatment for a period of 12 consecutive months in the case of an indefinite term labor contract, or for a period of 06 consecutive months in the case of a definite-term labor contract with a duration from full 12 to 36 months, or for more than half of the duration of the labor contract in the case of a seasonal or definite term labor contract with a duration of less than 12 months. When the Employee recovers, the employer shall consider whether to continue to conclude a labor contract with that Employee.
- In the event of a natural disaster, fire or force majeure events where the Company has applied all measures but is forced to narrow its production or business scale and downsize the workforce.
- The Employee reaches retirement age as stipulated in Article 169 of the Labor Code 2019, unless otherwise agreed.
- The Employee provides inaccurate information as stipulated in Clause 2 of Article 16 of the Labor Code when entering into the labor contract, affecting the recruitment of the Employee or the arrangement of the job position according to the employer's production and business plan.
- When unilaterally terminating a labor contract, the Company shall give a prior notice to the Employee as follows:
 - At least 45 days in the case of an indefinite-term labor contract.

- At least 30 days in the case of a definite-term labor contract with a duration from full 12 to 36 months.
- At least 03 working days in the cases specified in point b above and for a definite-term labor contract with a duration of less than 12 months.

13.2.2. The Employer also has the right to unilaterally terminate the Labor Contract without a prior notice in the following 02 cases:

- The Employee is not present at the workplace within 15 days from the expiry date of suspension of the performance of the labor contract.
- The Employee voluntarily quits his/her job without a valid reason for 05 consecutive working days or more.

Article 14: Rights and obligations of the parties upon termination of the Labor Contract

14.1. Rights and obligations of the Employees

14.1.1. Rights

When terminating the Labor Contract under the cases mentioned in Article 12 or terminating the Contract early in accordance with the provisions of Clause 13.1 above, the Employees will enjoy the following benefits:

- Being fully paid by the Company for the salary and allowances (if any) until the date of termination of the labor contract;
- Being paid by the Company for the unused leave days due to work requirements, for which the Employees have requested to take leave but the Company cannot arrange for the Employees to take leave.

14.1.2. Obligations

a. When terminating the Labor Contract in any case, before the Employer makes payment to the Employees, the Employees are obliged to:

- Return documents and books under their management to the Company;
- Return the assets previously assigned by the Company;
- Complete procedures for payment of debts and advances to the Company;
- Hand over the work completely and accurately to the replacement or direct manager and sign the handover minutes.
- Pay the full amount of compensation due to loss of assets of the Company (if any).

b. In case an Employee unilaterally terminates the Labor Contract against the provisions of Clause 13.1 above, the Employee shall:

- Compensate the Company half (1/2) a month's salary;
- Compensate for training costs (if any) in accordance with these Regulations and the Labor Law;

- If violating regulations on prior notification period, the Employee must compensate the Company an amount corresponding to the Employee's salary in the days of no prior notification.

14.2. Rights and obligations of the Company

14.2.1. Rights of the Company

Upon termination of the Labor Contract, before the Employer makes payment to the Employee, the Company shall have the right to require the Employee to:

- Return documents and books under their management to the Company;
- Return the assets previously assigned by the Company;
- Complete procedures for payment of debts and advances to the Company;
- Hand over the work completely and accurately to the replacement or direct manager.
- Not disclose business secrets and information related to the Company's organization and operation that the Employees knows during their working time;
- Pay the full amount of compensation due to loss of assets of the Company (if any).

14.2.2. Obligations of the Company

a. When terminating the Labor Contract under the circumstances specified in Article 12 or terminating the Contract early in accordance with the provisions of Clause 13.2 above, the Company is obliged to:

- Fully pay the salary and salary allowances (if any) until the date of termination of the labor contract within 14 working days from the date of termination of the labor contract, except for the following cases where the payment term may be extended but not more than 30 days:

- The Company's changes in structure, technology or economic reasons;
- The Company's division, separation, consolidation, merger; sale, lease, change in the type of enterprise; transfer of ownership, right to use assets of the enterprise;
- Due to natural disasters, fires, enemy sabotage or dangerous diseases.

- Pay the salary for unused leave days for which the employee has applied but due to work requirements the Company cannot arrange for the employee to take leave.

- Complete the procedures for confirmation of and return the social insurance book and other papers under control of the Company to the Employee.

- Provide copies of documents related to the Employee's working process if he/she requests and pay the costs of copying and sending documents.

b. In the event that the Company unilaterally terminates the Contract contrary to the provisions of Clause 13.2, the Company is obliged to:

- Receive the Employee back to work under the signed contract and compensate the salary corresponding to the salary and salary allowances (if any) in the days during which the

Employee is not allowed to work at the Company plus two months' salary and salary allowances (if any).

- In case the Employee does not want to return to work, the Company shall pay the Employee the above-mentioned compensation and must pay the severance allowance according to the provisions of Article 46 of the Labor Code.

- In case the Company does not want to accept the Employee back to work and the Employee agrees, in addition to the above compensation and severance allowance as prescribed in Article 46 of the Labor Code, the Company will agree to additionally compensate the Employee to terminate the labor contract, but the compensation must be no less than 02 months' salary according to the labor contract.

14.3 Severance allowance and job-loss allowance

14.3.1. Severance allowance

When the labor contract is terminated according to the provisions of Article 12 (except for the cases specified in Clauses e and h of Article 12 and the cases in which severance allowance has been included in the salary), the Company will pay the severance allowance to the Employees who have worked regularly for full 12 months or more; for each working year, the Employees are entitled to the severance allowance of half a month's salary.

The working period to be used for calculating the severance allowance is the total period during which the Employees actually worked minus the period in which they participated in the unemployment insurance scheme in accordance with the law on social insurance and the period for which the Company has already paid the severance allowance.

The salary used to calculate the severance allowance is the average salary according to the labor contract of the 06 months preceding the Employees' quitting their job.

14.3.2. Job-loss allowance

The Company shall pay a job-loss allowance to the Employees who have worked on a regular basis for the Company for at least full 12 months and whose employment contract is terminated according to Clause 11 of Article 34 of the Labor Code. The job-loss allowance is one month's salary for each year of employment and shall not be lower than two months' salary. (except for cases where job-loss allowance has been included in salary).

Working period to calculate job-loss allowance is the total period during which the Employee has actually worked for the Company minus the period during which he/she has participated in unemployment insurance according to the provisions of the law on unemployment insurance and the period for which severance allowance has been paid by the Company.

The salary used to calculate the job-loss allowance is the average salary under the labor contract of the 06 months preceding the Employees' loss of their job.

Article 15: Social insurance, Health insurance and Unemployment insurance

All Employees working under the Labor Contract with the Company are entitled to participate in Social Insurance, Health Insurance and Unemployment Insurance in accordance with the law.

Article 16: Training and development

16.1. Training policy

All Employees working at the Company have the opportunities to advance in their careers, develop their professional qualifications and enjoy training regimes in accordance with the Company's regulations.

The Company encourages and facilitates the Employees to study, practice and improve their qualifications (professional, technical, political, foreign language qualifications, etc.) to promote their working ability.

As required, the Company may send Employees to study and train to improve their professional qualifications and skills. The Employees who are sent to study are paid by the Company in full, all or part of the costs.

16.2. Training commitment

The Employees are sent by the Company to study at home or abroad or sent to work abroad for a definite term and all or part of the costs will be covered by the Company for the purpose of improving their professional qualifications and skills. Those Employees will have to sign a commitment on learning attitude during training, training costs and duration of working for the Company.

Training Commitment that is/will be signed between that Employee and the Company in accordance with the Company's policy from time to time is an integral part of the Labor Contract.

In case the Employee unilaterally terminates the Labor Contract with the Company during his/her study period or before the expiry of the committed term of working for the Company, he/she must refund all or part of the training costs to the Company. This compensation for training costs must be paid by the Employee before the two parties carry out procedures for termination of the labor contract or deducted from the payables upon termination of the labor contract.

CHAPTER III

WORKING TIME, REST PERIODS

Article 17: Working hours

- a. Normal working hours start from 08:30, are no more than 10 hours a day, five days a week and no more than 48 hours a week. The Employees are entitled to a 1-hour lunch break. Depending on the nature of the job, the working time may be 06 days a week and no more than 48 hours a week.

- b. Working time may be flexible, depending on the work nature of each department. The Employees wishing to apply flexible working hours must be approved by the Line Manager via email or in writing.
- c. Cases of working from home or at an off-site location must be approved by the Director, Human Resources considering the proposal submitted by the Employee's Line Manager.

In case of going out to work and not coming to the Company at the beginning of the working day, the Employee must notify the Line Manager or the Director, Human Resources.

- d. According to the job needs and nature of each department, the Employees may be arranged to work on any day of the week. The Company is responsible for arranging for the Employees to take compensatory days off on other days to ensure that the Employees are entitled to at least 04 days off on average per month.

Compensatory days off need to be used within 2 weeks of the overtime work arising or up to 2 months with the approval of the Direct Manager. Special cases will be resolved according to the decision of the legal representative or legally authorized person.

Article 18: Rest periods

On every Sunday or other determined day of the week depending on the nature of each job position, as approved by the Line Manager.

18.2. Holidays, New Year

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| - Calendar New Year: | 1 day (1 st January) |
| - Lunar New Year: | 5 days. |
| - Hung King Anniversary: | 1 day (March 10 of the Lunar calendar) |
| - Victory Day: | 1 day (30 th April) |
| - International Workers' Day: | 1 day (1 st May) |
| - National Independence Day: | 2 days (2 nd September and the day before or after 2 nd September) |
| - Christmas: | 1 day (25 th December) |

In case a public holiday or New Year holiday coincides with a weekly day off, the Employees will be entitled to a compensatory day off on the following day.

The Employees who are foreign citizens working in Vietnam, in addition to the above holidays, are also entitled to 1 day more for their country's national independence day.

18.3. Rest during working hours

The Employees who work according to the working hours specified in Article 17 are arranged to take a break between 12:00 and 13:00.

In addition to the break as specified at the above point, the Employees, during working hours, are entitled to take the initiative to take a break according to their needs, by not exceeding 10 minutes in the morning and 10 minutes in the afternoon.

18.3. Coming late, leaving early, leaving the Company during working hours

In case an Employee comes late, leaves early or leaves the Company during working hours, he/she must be approved by his/her Direct Manager or the Director of Human Resources.

18.4. Annual leave

Annual leave applies to the Employees who have signed an official Labor Contract.

- a. The Employees working at the Company are entitled to paid annual leave of at least 12 working days for those who work in normal working conditions, depending on each position. The number of annual leave days is increased according to the seniority, accordingly, an additional day off is granted every 5 years, but the total number of days off does not exceed 20 days/year.
- b. For the Employees who have worked for less than 12 months, the number of annual leave days is calculated according to the number of months of working.
- c. If an Employee does not use up all his/her annual leave days, the remaining days will be carried over to the next year with the consent of the Legal Representative or a legally authorized person provided that the number of annual leave days carried over to the next year shall not exceed 50% of such employee's annual leave days and may only be used in the first quarter of the following year. If after this time limit, the Employee does not use up all the unused leave days, it will not be counted into the salary for such unused days and will not be carried over to the next time. Other special cases will be decided by the legal representative or legally authorized person on a case-by-case basis, but only carried over to the second quarter.
- d. The Employees during the probationary period are not allowed to take annual leave. If the Employees complete the probationary period and are officially recruited to work at the Company, the probationary period will be combined to calculate the annual leave period.

18.5. Emergency Leave /Half-day off

The Employees are allowed to take unscheduled leave or half-a-day off in case of family emergency or special personal circumstances. In cases requiring emergency leave or half day leave, the Employees must phone their Direct Manager or the Director of Human Resources stating the reason and the leave period will be counted in the annual leave.

18.6. Marriage leave

In the following cases, the Employees are entitled to take paid leave:

- Employee's marriage: 3 days off;
- Marriage of the Employee's biological, adopted child: 01 day off.

The Employees are entitled to unpaid leave of 01 day and must notify the Company when their father or mother or sibling gets married.

18.7. Funeral leave

The Employees are entitled to take 03 paid days off in case of death of their biological father, biological mother, adoptive father, adoptive mother; of their spouse's biological father, biological mother, adoptive father, adoptive mother; their spouse; their biological child or adopted child.

The Employees are entitled to 1 paid day off and must notify the Company when their parental grandfather, parental grandmother, maternal grandfather, maternal grandmother or sibling deceases.

18.8. Sickness leave/Medical leave

In addition to the number of sickness leave days prescribed by the Law on Social Insurance, the Employees are entitled to the maximum number of days off not exceeding those specified in the labor contract and the Benefit Policies for Lecturers and administrative management staff.

The salary for the period of sickness leave in accordance with the provisions on the sickness benefits of the Law on Insurance shall be paid by the Social Insurance.

The Company may investigate the status of the Employees entitled to the sickness benefits, and if it finds dishonesty or fraud, the Company will request the Social Insurance agency not to pay the sickness benefits, and at the same time the Employees' leave is considered illegal one, and the Company will consider disciplinary action in accordance with the law and these Regulations.

18.9. Maternity leave

Female Employees participating in social insurance are entitled to maternity leave as follows:

- a. During pregnancy, female Employees are entitled to take leave for antenatal care five (05) times, one (01) day each. If the Employees are far from the medical facility or the pregnant woman has a medical condition or an abnormal pregnancy, certified by the medical facility, they are entitled to two (02) days off for each medical examination.
- b. In case of miscarriage, abortion or stillbirth, the female Employees are entitled to take maternity leave for ten (10) days for the pregnancy of less than one month; twenty (20) days for the pregnancy from one month to less than three months, forty (40) days for the pregnancy of from three months to less than six months, fifty (50) days for the pregnancy of six months or more.
- c. Female Employees are entitled to maternity leave for up to 6 months (including the period before and after childbirth). If they give birth to twins or more, from the second child onwards, they are entitled to an extra month of leave for each child. The maximum period of maternity leave before childbirth must not exceed 2 months.

- d. In case after giving birth to a child, if their child under sixty days old deceases, the female Employees are entitled to a leave of ninety (90) days from the date of childbirth; If their child aged sixty days or older deceases, the female Employees are entitled to a leave of thirty (30) days from the date of their child's death. However, the period of paid maternity leave shall not exceed the time limit specified in paragraph (c) above.
 - e. Female Employees may return to work before the end of the maternity leave period specified in paragraph (c) if they have been on leave for no less than four months after giving birth, have a medical certificate certifying that early return to work is not harmful to their health and notify the Company in advance and obtained approval of the Company. In this case, in addition to the maternity allowance prescribed by the Law on Social Insurance, the Employees are fully paid for the early days of work.
 - f. When taking maternity leave, the female Employees are entitled to an advance of monthly salary for Social Insurance payment by the Company after submitting all valid documents for entitlement to maternity benefits and obtaining confirmation of social insurance on receipt of such maternity benefit documents. The one-time allowance for childbirth will be paid to the Employees after the Company makes the final settlement with the social insurance agency.
- Note:** *The above leave includes public holidays, New Year holidays, and weekly days off.*
- g. Male Employees who are participating in social insurance, when their wives give birth to a child, are entitled to take maternity leave in accordance with the law on social insurance.

18.10. Unpaid leaves

The legal representative or legally authorized person considers and decides to permit the Employees to take unpaid leaves on a case-by-case basis. The Company has the right to refuse the Employees' unpaid leave if the exact reasons for unpaid leave cannot be determined or a substitute cannot be arranged.

After the leave period ends, if the Employees do not return to work, they will be considered to have taken an illegal leave and will be disciplined in accordance with the provisions of the law and these Regulations.

The Employees will not be entitled to allowances, 13th-month salary and bonuses as prescribed by the Company (if any) for unpaid leave days.

Article 19: Regulations on applying for leave

- a. The Employee shall complete their leave request in the E-leave system. After receiving the approval of the Line Manager, the Director, Human Resources will confirm. Only with the approval of the Director, Human Resources, the Employees' leave will take effect. The Company encourages the Employees to plan their annual leave in advance.
- b. The Employees are only allowed to take annual leave with the permission of the Company (Line Manager) and the Director, Human Resources. Any annual leave

without prior permission of the Company will be considered a violation of labor discipline and those days will be counted as unpaid leave. Depending on the seriousness of the violation, the Employees will be subject to corresponding disciplinary actions in accordance with these Regulations and the labor law.

- c. In case of other leaves (except sickness leave) of less than 3 days, the Employees must apply for leave no later than three (03) days before taking leave.
- d. In cases of other leaves (except sickness leave) of more than 3 days, the Employees must apply for leave seven (07) days before taking leave.
- e. The Line Manager or the Director, Human Resources approves application for leave based on the work needs of each department.
- f. In case of unexpected reasons or force majeure events, it is impossible to properly follow the leave application procedures, they must notify or ask their relatives to notify their Line Manager or the Director, Human Resources as soon as possible and must legalize the leave within 01 day after they return to work.
- g. An Employee who has a sudden illness while working must notify his/her Line Manager or the Director, Human Resources before leaving the Company. If the disease can spread to other colleagues, the Line Manager or the Director, Human Resources must quickly take measures to isolate the Employee to ensure the health and safety of all other Employees in the Company.
- h. The Line Manager is responsible for notifying the Human Resources Department to monitor the above leave cases.
- i. All cases where the Employees take leave without complying with the provisions of these Regulations shall be considered as voluntarily taking leave and shall be disciplined in accordance with the provisions of these Regulations and the labor law.

<u>CHAPTER IV</u> SALARY

Article 20: Salary

- a. Salary will be reviewed by the legal representative or legally authorized person in March every year based on the employees' performance evaluation results, financial situation and business results of the Company.
- b. Salary is based on the agreement between the Company and the Employees but is not lower than the minimum wage prescribed by the Government..
- c. For each payment of salary, the Company will provide a payroll statement to the Employees, clearly stating the details of the salary and deductions (if any).
- d. Salary is paid into the Employees' personal account opened at the bank and the Company will pay the salary transfer fees. In case of paying salary via employees'

personal account opened at the bank designated by the Company, the Company will pay fees related to the account opening.

e. Deductions on the Employees' salary include:

- Social insurance payment;
- Health insurance payment;
- Unemployment insurance payment; (For Vietnamese employees);
- Personal income tax (if any);
- Other advances (if any);
- Liability for compensations (if any).

f. Job discontinuation salary

In case of job discontinuation , the Employees shall be paid as follows:

- If it is the Company's fault, the Employees will be paid in full according to the labor contract;

- If it is the fault of the Employees, they will not be paid; other Employees who work in the same unit and have to discontinue their job shall be paid at the rate agreed upon by the two parties but must not be lower than the minimum wage;

- If there is an electricity or water incident that is not due to the Company's fault or due to natural disasters, fires, dangerous epidemics, enemy sabotage, relocation at the request of competent state agencies or for economic reasons, the two parties agree on the salary for working suspension as follows:

- In case of job discontinuation for 14 working days or less, the agreed job discontinuation salary shall not be lower than the minimum wage;
- In case of job discontinuation for more than 14 working days, the job discontinuation salary shall be agreed upon by both parties, but the working suspension salary in the first 14 days must not be lower than the minimum wage.

Article 21: Bonuses

The Company decides the bonus regime based on the performance evaluation results of the Employees, the financial situation and the results of the Company's business activities.

Article 22: Allowances

In addition to the salary as a basis for monthly social insurance payment, the Employees will be entitled to the following allowances, depending on the position and decision of the Company:

a. Mobile phone allowance

Depending on the specific case, the Company will decide the phone allowance.

b. Other allowances

The Company will issue decisions on other types of salary allowances for the Employees in the Company from time to time and depending on the Company's business results.

c. Benefits

- Death

If the Employee himself, his/her spouse/child/father/mother (spouse's father/mother) deceases, the Company will offer condolence money according to the policies issued by the Company from time to time.

<u>CHAPTER V</u> ORDER IN THE UNIT
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Article 23: Dress code

During working hours, all Employees must wear polite office clothes, suitable for the pedagogical environment, must not wear jeans, short skirts above half the thighs, T-shirts, shorts, slippers and flip-flops.

Article 24: Regulations on contact information

The Company's means of communication are essential tools for conducting business. Therefore, these are assets of the Company, must be strictly managed and are NOT allowed to be used for private purposes.

The main purpose of using the Company's e-mail is to exchange information in the best way with customers, associates and colleagues to perform the tasks.

The Employees are not allowed to use the Company's equipment, including e-mail, to receive information of a depraved, obscene, reactionary and anti-the State of Vietnam nature. Any Employee who is found to have violated the above provisions will be immediately subject to labor discipline according to the provisions of these Regulations and the law.

Article 25: Regulations on business trips

The Employees will be paid for actual and reasonable expenses while on business trips by the Company.

25.1. Business trip fees

The Employees who are sent on business trips are entitled to business trip fees including: meal, accommodation and travel expenses.

The norm of business trip fees is made according to the regime on business trip fees issued by the Company at each specific time.

The Employees who are sent on business trips shall submit the cost estimate to their Line Manager or the legal representative or a legally authorized person for approval.

The Head of Finance and Accounting is the final reimbursement decision maker after reviewing the relevant submitted documents.

25.2. Traveling within the city

Each department is granted with a taxi card by the Company. Traveling within the city to perform the work and tasks assigned by the Company is carried out by using taxi and payment is made via the taxi card provided by the Company. The Employees, Heads of Department are responsible for the use of taxi cards.

25.3. Compensatory leave

The Employees are entitled to compensatory leave when performing the tasks on a day other than a working day as agreed in the Labor Contract. The Employees are not entitled to compensatory leave when they are sent by the Company for professional training, coaching or team building activities on public holidays or on Saturdays and Sundays.

A confirmation from the Line Manager on working on a non-working day is required for compensatory leave.

Notes:

- Compensatory leave is limited to the maximum extent.
- Compensatory leave cannot be converted into other benefits.

CHAPTER VI

OCCUPATIONAL SAFETY AND HEALTH

Article 26: Responsibilities of the Company in the work of Occupational Safety and Health

- The Company is responsible for fully equipping working equipment, utensils, computers, etc., to ensure occupational safety and health and to improve working conditions for the Employees.
- In case it is required to build or expand the head office or workplace, the Company must ensure measures for occupational safety and health for the Employees' workplace and the surrounding environment.
- The Company ensures that the workplace meets the allowable space, ventilation, brightness and hygiene standards for dust, steam, electricity, magnetic field, heat, humidity, noise, vibration and other harmful factors. These factors must be periodically inspected and measured.
- The Company periodically inspects and repairs machines and equipment according to occupational safety and health standards.
- The Company is fully equipped with means of covering dangerous machines and equipment at the workplace, arranged for incident prevention and has signs on occupational safety and health located at easy-to-read, easy-to-see positions.

- In the event of an incident, the Company immediately takes remedial measures and orders to stop working if required.
- For the workplace with dangerous, toxic factors and easy to cause occupational accidents, the Company will equip the Employees with appropriate technical and medical means and labor protective equipment to ensure timely response when incidents or occupational accidents occur.
- The Company ensures that the personal protective equipment meets the quality standards and specifications as prescribed by law.
- The Company organizes training, guides and informs the Employees about the regulations, measures to work in safety and hygiene and the possibility of accidents to be prevented at work.
- The Company ensures measures of decontamination, disinfection, and personal hygiene at the end of working hours for the Employees working in places with toxic and infectious factors.
- The Company is responsible for the occurrence of occupational accidents in accordance with the law. The company will be responsible for all medical expenses from first aid, emergency treatment to the completion of treatment for those suffering from occupational accidents or diseases. The Employees are entitled to the social insurance regime for occupational accidents and diseases.
- The Company organizes periodical health checks for the Employees at the expense of the Company.

Article 27: Occupational safety

Safety is the unified principle of the Company for the purpose of ensuring absolute safety for the Employees during their working process. Any individual who intentionally or unintentionally violates regulations on occupational safety will be strictly handled.

The Employees in the Company must implement and strictly follow the established safety procedures for each job and promptly report to the Company any cases that may lead to unsafety.

Specifically:

- After finishing the work and before leaving the workplace, the Employees must turn off all electrical equipment, electrical systems, computers, air conditioners and lock doors of workplaces. Equipment, tools, desks, chairs, documents and notebooks must be kept in the right places;
- Goods must be neatly stacked according to the regulations, not left indiscriminately or piled up;
- Any accident or potential risk leading to accident, despite being a minor one, must be reported immediately to the Department of Human Resources. The Department of Human Resources must directly direct the incident handling. In case the staff of the Department of Human Resources is not at the workplace, the Employees must notify their Line Manager or the gal Representative or a legally authorized person. The Line

Manager or Legal Representative or legally authorized person is responsible for directing the handling of the incident if the prolongation will cause danger to the Employees;

- In case of illness or injury at the workplace, despite being minor one, it must be reported immediately to the Department of Human Resources or the Line Manager or the Legal Representative or legally authorized person, and at the same time, the Employees must be promptly provided with first aid, emergency or taken to the nearest Medical Center (if required);
- In case of broken leg, arm, injure in the back, neck and head or unconsciousness due to an accident, absolutely not move the victim until he/she is cared for by the responsible person. The organization of first aid and emergency for victims must be carried out in a timely manner. In case of necessity, the victims must be immediately taken to the nearest medical center.
- No smoking in the work area except locations permitted by the Company;
- It is strictly forbidden to bring weapons, explosives, toxic chemicals, prohibited goods into the area of the Company and the University.
- It is not allowed to bring weapons or easily damaging items to the workplace, except for work needs;
- When a fire occurs, strictly comply with the orders of the competent persons;
- Provide immediate assistance to prevent accidents.
- Desks, phones and computers are the assets of the Company. The Company shall have the right to inspect all working areas, including desks, information disks and data in the computers without a prior notice.

Article 28: Occupational health

The Employees in the Company must arrange and keep the workplace neat and clean, have a sense of common hygiene, must not throw garbage, spit indiscriminately or engage in other unsanitary behaviors at the workplace.

CHAPTER VII

PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE; ORDER, PROCEDURES FOR HANDLING SEXUAL HARASSMENT AT WORKPLACE

“Sexual harassment” is an act of a sexual nature that affects the dignity of women and men, is an unacceptable, undesirable and unreasonable act that offends the victim and creates an unstable, intimidating, hostile and unpleasant working environment.

Sexual harassment at workplace is a form of discrimination based on gender, which adversely affects the working environment, equality between male and female employees,

causes psychological effects, anxiety and stress for the victim, leading to an unsafe working environment, reduced work performance and productivity and needs to be prevented.

The definition of sexual harassment acts, order and procedures for handling sexual harassment at workplace are clearly specified in the attached appendix.

CHAPTER VII

PROTECTION OF THE COMPANY'S PROPERTY, BUSINESS AND TECHNOLOGY CONFIDENTIALITY

Article 29: Management Regulations

The Management Regulations are comprised of the following principles which may be reviewed, amended and supplemented by the Company from time to time. The Employees must respect the following Management Rules:

- Perform duties effectively, carefully and in accordance with the Company's work standards and requirements;
- Use the Company's assets to the permitted extent as appropriate;
- Comply with the Company's working hours;
- Perform assigned tasks or reasonable requests of superiors or members of the Management Board of the Company;
- Work according to the assigned schedule and not work privately during working hours;
- Be polite to others, avoid using threatening, humiliating words or having soliciting acts that are contrary to the Company's principles and policies;
- Not make noise or have behaviors that affect people around, teaching and learning of teachers and students, especially in classrooms, lecture halls and libraries;
- Not bring pictures and documents that are not suitable for the pedagogical environment, unhealthy and violate ethics, fine customs and traditions of Vietnam; documents and images of a reactionary nature, propagandizing against the State of Vietnam into the area of the Company and the University;
- It is strictly forbidden to use stimulants, drugs, alcoholic beverages, tobacco and commit gambling, social evils in the Company area.
- It is strictly forbidden to bring weapons, explosives, toxic chemicals, prohibited goods into the area of the Company and University.
- It is forbidden to destroy the Company's assets;
- Not disclose to third parties the confidential information of the Company;

- Not receive personal financial benefits in any transaction between the Company and suppliers, customers, agents or any individual or organization having a business relationship with the Company.

Article 30: Property Protection

All Employees in the Company are responsible for managing, preserving and using the assets under their assigned responsibility for the right purposes and not causing damages or losses. In case of losses or damages, they will be disciplined and must compensate for the damages.

In addition to the assets assigned for management, the Employees are still responsible for preserving other assets when detecting incidents that may cause losses or damages to the Company's assets.

Assets that are no longer in use must be handed over to the Company.

Absolutely not use the tools and assets assigned by the Company for private work.

At work, the Employees must always consciously practice thrifting and prevent waste.

Article 31: Protection of the Company's confidential business information, technology, and documents

31.1. Technology and business confidentiality

It is understood to be information of or related to the Company, which is disclosed to or obtained by the Employees during the course of employment at the Company, including information created, formed, discovered or developed by the Employees, information not normally known in commerce, business and technology related to the following:

- Computer programs, software, processes, data systems used for computers;
- Information on market research, development, sale and purchase, accounting, information systems, engineering, marketing, personnel information, finance, specifically:
 - ✓ Personal information (except for names and titles), of the employees, development and recruitment plans of new employees;
 - ✓ Information on salaries, bonuses and benefits of the employees in the Company;
 - ✓ Financial data or proprietary technical information of the Company;
 - ✓ Information about goods, prices and costs;
 - ✓ Contracts, contract terms and other information related to contracts of the Company;
 - ✓ Operational strategies, business development plans;
 - ✓ Documents sent by the Company to the state agencies;

- ✓ Records, documents, procedures, instructions, regulations or any other information or data that the Company considers confidential and has requested the Employee to keep confidential;

31.2. Confidentiality obligations of the Employees

- The Employees may not disclose in oral, written form or otherwise to any third party any Confidential Information without the prior written consent of the Company.
- The Employees may not use Confidential Information in any way if such use causes direct or indirect damages to the Company or its existing business or its business and joint venture plans that the Company is planning to implement.
- The Employees may not appropriate, modify, delete or copy in whole or in part any Confidential Information or any documents, records containing Confidential Information.
- An Employee who is working for the Company or has terminated a labor contract with the Company (in any form, for any reason), must not use or disclose Confidential Information to third parties from the date of termination of the labor contract with the Company, except for information disclosed by the Company or becoming public on its own.

31.3. Handover of documents and confidential information of the Company

Before the date of leaving the Company due to the termination of the Labor Contract (in any form, for any reason), the Employees are responsible for handing over the records and documents containing the Information Confidentiality under their management during their working at the Company.

Article 32: Conflicts of interest

The Employees of the Company must behave appropriately, avoid conflicts of interest and situations leading to conflicts of interest.

The following situations are considered conflicts of interest:

- Having their own business/own shares in an enterprise that competes with the Company's business activities;
- Receiving gifts, commissions or other benefits from the Company's suppliers/customers/competitors;
- Using the Company's name, assets, equipment or vehicles for personal purposes;
- The Employees themselves or their relatives have financial interests in, or income from, British University Vietnam (for example, the supplier of goods, materials, loans, lessor of real estate to British University Vietnam, etc.);
- The Employees are responsible for truthfully reporting and strictly implementing the Declaration of Conflicts of Interest.

CHAPTER VIII

GRIEVANCE AND RECONCILIATION

Article 33: Grievance and reconciliation procedures

Meaning:

The grievance and reconciliation procedure provides an effective, structured means to address and bring resolution to Employee disputes and/or complaints in the workplace.

33.1. Purpose:

The objectives of BUV in establishing an Employee grievance and reconciliation procedure are:

- To handle disputes and /or complaints promptly and effectively.
- To offer an effective process to both managers and Employees.
- To improve Employee morale, thereby maximising effectiveness and helping to assure a high level of job performance.

33.2. Definitions:

A grievance may be defined as an Employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other Employees. Examples of actions which may be causes of grievances include, but are not limited to:

Alleged discrimination because of race, ethnic origin, ancestry, nationality, colour, gender, age, denominational allegiance, political convictions, physical or mental disabilities, medical conditions, sensory impairments, learning difficulties.

33.3. Regulations

BUV requires its Employees to make certain efforts to address concerns with the appropriate people before filing a formal grievance. The grievance and reconciliation procedure is not intended to replace the usual communications between individuals to resolve disagreements.

Employees are encouraged to utilize this grievance and reconciliation procedure without fear of recrimination. BUV will not tolerate any discrimination or retaliation against an Employee who has elected to use this procedure. Any complaints of retaliation should be referred to the Vice Chancellor/ President and General Director and Director, Human Resource.

When an Employee is in a Corrective Action process, the Employee cannot file a grievance related to the Corrective Action at the same time. Once the Corrective Action process has been concluded then the Employee may file a grievance if necessary.

All grievance and reconciliation documents and proceedings will be treated with appropriate confidentiality.

There is no penalty to the Employee for using this process. Grievance Review records will not be maintained in the Employee's personnel file. A separate file will be maintained, with appropriate confidentiality, by Director, Human Resources.

BUV expects Employees to submit individual forms even when Employees have common complaints.

BUV will review only those grievances initiated by the Employee within the timeframes outlined in each step of the grievance and reconciliation procedure.

The time limit at any stage of the grievance and reconciliation procedure may be extended by written mutual agreement of the Employee(s), line manager (s) or individuals involved.

There will be no representation by legal counsel at any step of the grievance and reconciliation procedure, for either the Employee or BUV. However, the Employee and BUV may consult legal counsel prior to the procedure.

33.4. Grievance and Reconciliation Process:

Employees who wish to initiate BUV's grievance and reconciliation procedure should follow the process described below. Those involved are expected to comply with the time limitations provided in this policy.

Step1. Line Manager

Every reasonable effort should be made by an Employee and his/her line manager to resolve any questions, problems and misunderstandings that have arisen. Accordingly, the Employee should first discuss any problems or complaints he/she may have with his/her line manager and is urged to initiate such discussion at the time the dissatisfaction arises. The Employee is expected to communicate his/her concern either in writing or verbally with his/her immediate supervisor within 15 working days of the occurrence of the problem creating the grievance.

Line manager, in turn, are expected to take positive and prompt action to answer the Employee's questions and resolve complaints presented to he/her. The line manager will evaluate the matter and communicate a solution or explanation either in writing or verbally within 10 working days or as soon as possible.

The Employee or line manager may request that HR assist them in resolving the situation at this stage.

Step 2. Next Level of Line Management

If an Employee does not receive a satisfactory answer or resolution from the line manager within the agreed time frame, the Employee may refer the problem to the next level of line management. The Employee should request an appointment to meet with the person at the next level of line management to discuss the grievance in person. The Employee must communicate their concern either in writing or verbally to the next level of line management within 10 working days of receiving a response, or lack thereof, from their line manager.

After meeting with the Employee, the person at the next level of line management will notify the line manager, investigate the matter and communicate a solution or explanation either in writing or verbally within 5 working days.

The Employee or management may request that Director, Human Resources assist them in resolving the situation at this stage.

The next level of line management is responsible to notify the line manager that the Employee has come to him/her with a grievance. It is recommended that the next level of line management convene a meeting with the Employee and the line manager. The optimal goal is for the three of you to resolve the situation without the Employee proceeding to Step 3 below.

Step 3. Formal Grievance

If an Employee is not satisfied with the response at Step 2 of this procedure or does not receive a response from Line Management within the agreed timeframe, the Employee may complete the (see the Appendix - Grievance and Reconciliation Form) to be submitted to the Vice Chancellor/ President and General Director.



Complaint and Reconciliation
Form.doc

<u>CHAPTER IX</u> LABOR DISCIPLINE

Article 34: Forms and procedures for handling disciplinary violations

34.1. Principles for handling disciplinary violations

34.1.1. The purpose of discipline is to prevent violations, remedy, correct violations and raise the sense of responsibility of the Employees.

34.1.2. Disciplinary actions shall be carried out in accordance with the following principles:

- a. The Company must prove the fault of the Employees;
- b. It must be participated by the representative of the employee' collective at the grassroots;
- c. The Employees must be present and have the right to defend themselves, ask a lawyer or other person to defend; In the case of an employee under 18 years old, the participation of his/her father/mother or legal representative is required
- d. The handling of labor discipline must be recorded in writing;
- e. Each violation of labor discipline shall be handled with only one form of discipline;
- f. Disciplinary actions will not be applied to the Employees who commit violations while suffering from mental illness and other diseases that cause loss of cognitive ability or ability to control their behavior;
- g. It is strictly prohibited to implement all acts of infringing upon the body, offending the honor, dignity and reputation of the Employees during handling labor discipline;
- h. It is prohibited to apply fines, salary reduction instead of handling labor discipline;
- i. It is prohibited to apply labor discipline for the reason of participating in the strike;
- j. Disciplinary action will not be taken to the Employees who are in the following period:
 - Sick leave; leave with the consent of the Company;
 - Being held in custody or temporary detention;
 - Waiting for the investigation and verification results and conclusions of competent authorities acts of law violations;
 - Female employees being pregnant, taking maternity leave or raising children under 12 months old.

34.2. Forms of labor discipline

When the Employees violate the Company's policies and principles, they will be disciplined. When conducting disciplinary actions, it is necessary to consider the seriousness of the violation, the background of the violator and the circumstances of the violation.

Disciplinary actions include:

- a. Reprimand;
- b. Extension of salary increase period of not exceeding 06 (six) months;
- c. Removal from office;
- d. Dismissal.

In case a person commits two or more violations at the same time, the Company will apply the corresponding disciplinary action for the violation with the highest form of disciplinary action. In case such violations are subject to the same form of disciplinary action, the Company has the right to apply the next higher form of disciplinary action to handle such violations.

Article 35: Disciplinary violations

When Employees in the Company commit the following violations, depending on the severity, the Company will consider applying specific disciplinary forms and material liabilities.

35.1. Violations subject to reprimand

- a. Not coming to work on time as prescribed: The Employees come to the Company later or leave earlier than the stipulated time of the Company without the approval of the Line Manager or the Director, Human Resources;
- b. The Employees work privately during working hours: using their working time to do any work that is not related to the Company's operational purposes;
- c. Using phones, computers and other working equipment of the Company for personal purposes without the permission of the Line Manager;
- d. Being absent from the workplace or the locations assigned to perform the tasks without the approval of the Line Manager or failing to return to work on time after taking leave and taking leave without a valid reason. These cases are considered acts of voluntary resignation.
- e. Arbitrarily taking leave for personal work but notifying the Company that they are sick: arbitrarily taking leave at home and reporting to be sick but the Company has enough evidence to confirm that the Employees are not sick or are mildly ill without requiring a leave for outpatient treatment. These cases are also considered acts of voluntary resignation.
- f. Working in state of having drunk alcohol;
- g. Taking actions that cause noise, affecting the work of surrounding people; teaching and learning of teachers and students, especially in classrooms, lecture halls and libraries;
- h. Having an impolite, disrespectful attitude towards colleagues, teachers, students and parents.
- i. Failing to comply with occupational safety discipline:

- j. Failing to comply with the procedures and technologies as instructed, which is likely to cause unsafety to the working environment of the Employee himself/herself or other colleagues and/or interfere with and affect general activities of other Employees in the Company;
- k. Arbitrarily using other people's equipment and tools without permission or allowing others to use their own equipment and tools without understanding the regulations and principles of occupational safety for those equipment and tools.
- l. Smoking in a prohibited area; using alcoholic beverages on Company premises.
- m. Not keeping hygiene, not keeping the workplace tidy. Spitting indiscriminately at work, throwing garbage or defecating indiscriminately in the wrong place.
- n. Threatening to harass colleagues, teachers, students and parents, including but not limited to the following:
 - Using offensive words, names, comments and inappropriate and improper jokes, teasing and dialogues.
 - Having visual harassment behaviors, such as use of caricatures, posters or offensive gestures towards others.
 - Having actions or inciting others to have actions of assault, using force, interfering with the other's normal actions and unwelcome presence in the workplace.
 - Using computers, including the Internet and email systems, to send, transmit and receive messages and materials that are offensive to others. Other forms of communication include telephone, fax and mail.

Sexual harassment or intimidation are generally not:

- Genuine compliments at appropriate times.
- Common courtesy.
- Consensual acts of friendship.

35.2. Violations subject to extension of salary increase period of not exceeding six months

- a. Cases that have been disciplined in the form of reprimand but re-offending while the discipline has not been removed;
- b. Bringing incendiary substances, explosives, weapons or easily injurious items into the workplace, except for work purposes;
- c. Violating regulations on communications in Article 24 hereof;
- d. Frequently insulting, slandering colleagues, causing serious internal disunity;
- e. Providing false statements when there is an investigation in the Company;
- f. Having acts of disorder at the Company such as fighting, inciting others to fight or other rude acts;

- g. Failing to complete the tasks in accordance with the assigned volume, quality and schedule due to the Employees' fault.
- h. Refusing to accept the tasks assigned by the superior without a valid reason;

35.3. Violations subject to removal from office

Disciplinary form of removal from office shall be applied to a person holding the position of Vice Head of Department or higher when he/she commits the following acts (except for cases of causing serious damage or threatening to cause especially serious damages to the assets and interests of the Company, which will be disciplined in form of dismissal):

- a. Failing to perform or delaying the performance of tasks within their capacities, authority and responsibilities, affecting the progress, quality and volume of work, causing damages to the Company's assets and reputation (but not be subject to dismissal) despite receiving reports and requests for instructions from subordinates on urgent and legitimate issues.
- b. Loosening management so that the Employees under their management cause serious damages or threaten to cause especially serious damages to the Company's assets and such Employees are disciplined in the form of dismissal; losing management so that five Employees under their management are disciplined in form of reprimand per month or 02 Employees under their management commit violations and are disciplined in form of extension of salary increase period within 12 months.
- c. Bullying the Employees under their management; making unfair decisions, restricting the Employees' opportunities to work, learn, develop and contribute without a good reason.
- d. Not responding when subordinates ask for opinions on assigned tasks.
- e. Providing illegal papers, diplomas and certificates to be considered for appointment.

35.4. Violations subject to dismissal

The Company will apply the disciplinary form of dismissal in the following cases:

- 35.4.1 Cases that have been disciplined in the form of extension of salary increase period but re-offending while the discipline has not been removed or in the form of dismissal but re-offending.

Re-offending is a case where an Employee repeats a violation that has been disciplined and the disciplinary action has not yet been removed as prescribed in Article 38 hereof.

- 35.4.2 Voluntarily quit or quit without a good reason for five (05) cumulative days in a month or twenty (20) cumulative days in a year.

Cases considered to have a good reason include: natural disasters, fires, sickness of the Employees or their relatives certified by competent medical examination and treatment establishments and other cases specified herein.

- 35.4.3 The Employees commit acts of theft (stealing assets of the Company, other colleagues, or students, parents on campus), embezzlement, gambling, intentionally causing injury and drug use within the workplace.
- 35.4.4 The Employees have acts of disclosing business secrets, technology secrets, infringing upon the intellectual property rights of the Company, causing serious asset damage (serious damage is one valued at more than 10 months' to 15 months' regional minimum wage as prescribed by the Government applicable at the location where the Employees work).
- 35.4.5 The Employees threaten to cause particularly serious damage to the assets and interests of the Employer (the particularly serious damage is the one valued at more than 15 months' regional minimum wage as prescribed by the Government applicable at the location where the Employees work), including the following acts:
- a. Using the name, reputation and/or business advantages of the Company to perform acts for personal gain without a prior notice and approval of the Company;
 - b. Forging invoices and documents in the purchase and sale of goods and services in payment of expenditures of the Company and of individuals;
 - c. Forging or using the Company's invoices, documents, reports, information and data illegally;
 - d. Embezzling assets and cash of the Company;
 - e. Using their influence to borrow money, borrow and use assets of subordinate Employees, students or parents;
 - f. Failing to thoroughly learn about the suppliers before signing the contracts, resulting in damages to the Company;
 - g. Deliberately destroying or damaging the Company's assets;
 - h. Lending assets or cash of the Company to outsiders without permission;
 - i. Intentionally declaring price increases when purchasing equipment, goods, materials or other services for personal gains.
 - j. Colluding with suppliers/contractors to receive services, goods or materials that do not conform to the specified quantity or quality or to receive commissions or gifts.
 - k. Being clearly aware of violations of others but failing to denounce, causing damages to the Company, deliberately avoiding or distorting the truth, causing difficulties for the Company in solving the case;
 - l. Violating commitment on Confidentiality mentioned in Article 31;
 - m. Failing to comply with the assignment or intentionally implementing the orders of the Direct Manager incorrectly:
 - When the assignment is completely within the duties of the assignee.
 - When the assignment is temporary and out of the assignee's duties, but, due to the urgency of the work, the manager cannot find other person to replace and the assignee himself/herself can do the above task.

- n. Using drugs (except for medical purposes prescribed by a specialist);

Article 36: Suspension of work

The legal representative or legally authorized person shall have the right to issue a decision to suspend the work of the Employees who commit disciplinary violations when the violation cases consist of complicated circumstances, if he/she deem that permitting the Employees to continues to work will make it difficult to verify or affect the general work of the Company, after consulting with the representative of the employees' collective at the grassroots. The period for work suspension shall not exceed 15 days, and 90 days in special cases.

The decision on work suspension must be sent by a secured method or directly to the Employee. The decision must contain the following details: Name and address of the Employee; reason for work suspension; period of work suspension; rights and obligations of the Employee during the work suspension; date of issue of the decision; effective date of the decision.

The Employees are only entitled to an advance of 50% of their salary during the period of work suspension. At the end of the period of work suspension, if the investigation results show that the Employees are not at fault, they will receive the full salary for the period of work suspension. If the Employees are at fault, they will be disciplined in accordance with the provisions hereof and the labor law, however, the Employees are not required to refund the advanced salary to the Company.

Article 37: Period for handling violations

The period for handling a violation is no more than six (06) months from the date of occurrence of the violation; in case where the violation is related to finance, assets, disclosure of technology or business secrets of the Company, the period for handling labor discipline is twelve (12) months.

Upon the expiration of the period specified in Clause 4, Article 122 of the Labor Code, if the period for handling a violation expires or is less than 60 days left, it may be extended for handling labor discipline but not exceeding 60 days from the above expiration date.

The Company must issue a decision on disciplinary action within the period specified above.

Article 38: Removal of discipline

The disciplinary form will be removed after three (03) months from the date of being handled for the Employees who are disciplined in the form of reprimand or six (06) months for those who are disciplined in form of extension of the salary increase period if the violation is not repeated. If the Employees who are disciplined in the form of removal from office continue to violate the labor discipline after 3 years, they will not be considered re-offending.

The Employees who are disciplined in form of extension of the salary increase period after serving half of the disciplinary period, if they are progressive, shall be considered by the Company to reduce the disciplinary period.

The legal representative or legally authorized person will consider reducing the disciplinary period for each specific case on the basis of the request of the Direct Manager, attached with work performance monitoring sheet.

Article 39: Procedures for handling labor discipline

39.1. Making minutes of disciplinary violations:

When detecting a disciplinary violation, the Line Manager will make a minutes specifying the act, severity of the violation, the damages (if any) and the time of the violation (according to the form). The minutes must be signed by the violator and the Line Manager.

In case the violator refuses to sign the minutes or the minutes is made in the violator's absence, it must be signed by no less than two (02) other employees in the Company.

The completed minutes must be sent to the Department of Human Resources within 24 hours from the time of completion. The Department of Human Resources is responsible for sending a copy of the minutes together with the notice of violation of labor discipline (the notice must clearly state the request to submit the report by the Employee to the Department of Human Resources) and the form of the Report on the case to the Employee by certified mail or directly to the Violator within 48 hours from the time of receiving the minutes of violation.

Within 5 days from the date of receipt of the request, the Employee must submit the Report on the case to the Department of Human Resources (according to the form). In case the Employee does not submit the report on time, that Employee will be considered to admit the violation and the Company will base on the provisions hereof and the labor law to handle labor discipline.



MINUTES OF DISCIPLINARY
VIOLATION.docx



Incident
report_bilingual.docx

39.2. Proposals on disciplinary actions

The Department of Human Resources is responsible for making an investigation plan to confirm the case (coordinating with relevant departments), proposing disciplinary action against the Employee and sending it to the Legal Representative or a legally authorized person, attached with the Minutes of Disciplinary Violation, the Employee's Incident Report and relevant minutes (if any) within 24 hours from the time of receipt of the Minutes of Disciplinary Violation and the Incident Report and related records.

39.3. Procedures for handling discipline

39.3.1. The Company will send a written notice of meeting on handling labor discipline to the executive committee of the grassroots trade union and the Employees no later than 05 days before conducting the meeting.

39.3.2. The meeting on handling labor discipline will be conducted when all persons notified in the provisions of Article 37.3.1 are present. In case the Company has notified in writing 03 times, but one of the participants is not present, the Company is entitled to conduct the meeting on handling labor discipline, unless the Employees are in period of not subject to labor discipline according to the provisions of Clause 4, Article 123 of the Labor Code.

39.3.3. The meeting on handling labor discipline must be recorded in minutes and must be fully signed by the participants of the meeting and the minutes preparer. In case one of the participants in the meeting does not sign the minutes, the reason must be clearly stated.

39.3.4. The legal representative or the legally authorized person is the one who has the authority to issue the decision on disciplinary action against the Employees. The decision on disciplinary action must be issued within the period for handling labor discipline or the extended period for handling labor discipline as prescribed in Article 124 of the Labor Code. The decision on disciplinary action must be sent to all participants in the meeting on handling labor discipline.

Article 40: Material liabilities

40.1. Principles of compensations

- a. All Employees in the Company, regardless of their positions, will have the obligation and responsibility to protect the assets, reputation and legitimate interests of the Company.
- b. Any person who accidentally or intentionally loses the Company's assets, reputation and legitimate interests, in addition to being subject to one of the above disciplinary forms, shall compensate the Company for damages in accordance with the following principles:
 - Compensating for all or part of the damage directly or indirectly caused by the Employee, unintentionally or intentionally, at the discretion of the Company;
 - Causing damages to the Company in case of force majeure events, shall not be subject to compensation.
- c. Legal representative or legally authorized person has the authority to handle compensation for damages.

40.2. Principles of determining the Employee's fault

a. Personal responsibilities

If the damage is caused by the fault of an individual, that individual Employee shall take full responsibility for full compensation.

b. Collective responsibilities

If the damage is caused by the fault of many Employees, those Employees shall be jointly responsible and agree on compensation to the Company.

c. Handling of damage compensation

The handling of damage compensation is carried out according to the same order, procedure and period as those of handling of labor discipline in form of dismissal.

d. Method of damage compensation

On a case-by-case basis, the Company will consider and decide one of the following methods of damage compensation against the Employees:

- Paying the full amount of compensation; or
- Gradually deducting from the Employees' monthly salary.

The Employees who damage tools and equipment or commit other acts that cause damages to the Company's assets must compensate in accordance with the law. Where the Employees cause non-serious damages due to negligence with a value of not exceeding 10 months' regional minimum wage announced by the Government applied at the location where the Employees work, they must compensate no more than 03 months' salary and is deducted monthly from their salary according to the provisions of Clause 3, Article 101 of the Labor Code.

The Employees who lose tools, equipment and assets of the Company or other assets assigned by the Company or consume materials beyond the allowable limit shall compensate for part or all of the damage at market prices; where there is a responsibility contract, compensation must be made according to such responsibility contract; in case the damage is due to natural disasters, fires, enemy sabotage, epidemics, catastrophes, events that occur objectively, cannot be foreseen and remedied even though all necessary measures and allowable capacities have been applied, compensation is not required.

In case the Employees are disciplined in form of dismissal, such Employees are responsible for paying the full amount of compensation before leaving the job. If such Employees fail to pay compensation at the request of the Company, the Company shall have the right to initiate a lawsuit at the competent People's Court to request the Court to protect its legitimate rights and interests.

CHAPTER X

IMPLEMENTATION PROVISIONS

Article 41:

These Regulations are widely published to each Employee working in the Company, and all Employees are responsible for reading and signing to confirm that they have read them. These Internal Labor Regulations are kept in the Department of Human Resources. The Employees shall have the right to request the Department of Human Resources to provide these Internal Labor Regulations for reference at any time during their employment at the Company. All Employees of the Company, including those who are in probationary period,

are obliged to respect and strictly abide by these Regulations. All violations will be handled in accordance with the provisions hereof and the provisions of law.

Article 42:

Before being admitted to the probationary period, all Employees must sign a commitment to comply with the provisions hereof. This confirmation of understanding will be the evidence that the Employees have understood and fully agreed to strictly comply with the terms and conditions recorded in these Regulations during the working process.

Article 43:

These Regulations form an integral part of the Labor Contract.

The contents specified in these Regulations take effect 15 days after the Hanoi Department of Labor, Invalids and Social Affairs receives the applications for registration of these Internal Labor Regulations and will replace the former Internal Labor Regulations.

Hanoi, September 20, 2021

GENERAL DIRECTOR

Prof. Dr. Raymond Daniel Gordon