

UK Addendum



Disclaimer

Welcome to the TresVista family! We are thrilled to have you join our vibrant, talented team as we strive to provide exceptional services while empowering our Employees to grow and succeed together.

Employees are required to abide by this Addendum and the policies herein, and any other rules, regulations, policies that may be released by the Management from time to time. Unless expressly stated otherwise, the policies and procedures set out in this Addendum do not form part of the terms of your contract with us, which are provided to you separately.

In order for the policies to remain current and relevant, the Addendum is revisited at regular intervals and necessary modifications, or additions are made. In such cases, the eligible Employees are informed of any change. Further, each Employee is bound to observe and uphold all of the Company's policies and procedures as implemented or varied from time to time.

The provisions mentioned are indicative and in case of any conflict with the provisions of the Employment Agreement, Offer Letter, or subsequent Promotion Letters, the terms of the most recent of Employment Agreement, Offer Letter or Promotion Letter prevail. Further, subject to law, all representations and undertakings related to any and all benefits being or to be extended to Employees pursuant to this Addendum are on a best effort basis and may be rolled back at discretion of the Management. This document is intended for the internal use of recipients only and may not be distributed externally. Any reproduction for external distribution in any form without written permission from TresVista may amount to a breach of confidentiality resulting in disciplinary action.



Table of Contents

(A) People Policies	4
1. Flexible Working Policy	4
2. Leaves and Holidays.....	6
2.1 Absence Management Policy.....	6
2.2 Maternity Leave Policy	9
2.3 Paternity Leave Policy.....	12
2.4 Time Off for Ante-Natal Appointments	14
2.5 Adoption Leave Policy	15
2.6 Time Off for Adoption Appointments	17
2.7 Parental Leave Policy.....	19
2.8 Shared Parental Leave Policy	21
2.9 Parental Bereavement Leave Policy	27
2.10 Compassionate Leave Policy.....	29
2.11 Time Off for Dependents Policy	30
2.12 Time Off for Public Duties Policy.....	31
3. Anti-Harassment and Bullying Policy.....	33
4. Equal Opportunity.....	35
5. Grievance Procedure	37
(B) Risk-Oriented Policies	39
1. Anti-Corruption and Bribery Policy	39
2. Disciplinary Rules	40
3. Disciplinary and Capability Procedure	43
4. Data Protection Policy.....	48
5. Whistle-Blowing Policy.....	62



(A) People Policies

1. Flexible Working Policy

About This Policy

- This flexible working policy gives eligible Employees an opportunity to request a change to their working pattern
- The Company will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying the Employee of a final decision (including the outcome of any appeal) will be less than three months unless a longer period has been agreed upon
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Eligibility

- To be eligible to make a flexible working request, Employees must:
 - Have worked for the Company continuously for at least 26 weeks at the date the request is made; and
 - Have not made a flexible working request during the last 12 months (even if that request was withdrawn)

Particulars

- A flexible working request under this policy means a request to do any or all of the following:
 - To reduce or vary working hours;
 - To reduce or vary the work days;
 - To work from a different location
- **Making a Flexible Working Request:** Flexible working request should be submitted to the Manager and HR Compensation and Benefits 2 team (compensation2@tresvista.com) in writing and dated. It should:
 - State that it is a flexible working request;
 - Explain the change being requested and propose a start date;
 - Identify the impact the change would have on the business and how that might be dealt with; and
 - State whether the Employee has made any previous flexible working requests
- **Meeting:**
 - The Company will arrange a meeting at a convenient time and place to discuss the Employee's request
 - Employees can be accompanied at the meeting by a colleague of their choice. Such personnel will be entitled to speak and confer privately with the Employee, but may not answer questions on the Employee's behalf
 - The Company may decide to grant Employee's request in full without a meeting. In such cases, the Company will inform its decision to the Employee in writing



▪ **Decision:**

- The Company will inform its decision to the Employee in writing as soon as possible after the meeting
- If the Employee's request is accepted, the Company will write to the Employee with details of the new working arrangements and the date on which they will commence. Employees will be asked to sign and return a copy of the letter
- If the Company cannot immediately accept Employee's request, Employees may be required to undertake a trial period before reaching a final decision on their request
- Unless otherwise agreed, changes to the terms of employment will be permanent
- The Company may reject Employee's request for one or more of the following business reasons:
 - Burden of additional costs;
 - Detrimental effect on ability to meet customer demand;
 - Inability to reorganize work among existing staff;
 - Inability to recruit additional staff;
 - Detrimental impact on quality;
 - Detrimental impact on performance;
 - Insufficiency of work during the periods that Employees propose to work; or
 - Planned changes
- If the Company is unable to agree to the Employee's request, these reasons will be informed to the Employee in writing along with the appeal procedure

▪ **Appeal Procedure:**

- Employees may appeal in writing within 14 days of receiving the Company's decision in writing. This includes a decision following a trial period, if applicable
- Employee's appeal must be dated and must set out the grounds on which they are appealing
- The Company will hold a meeting with the Employee to discuss their appeal. Employee may bring a colleague to the meeting
- The Company will inform the Employee its final decision in writing as soon as possible after the appeal meeting, including reasons
- There is no further right of appeal



2. Leaves and Holidays

In addition to the firm-wide and public holidays, personal days and vacation days, employees can avail the following leaves, as applicable.

2.1 Absence Management Policy

About this Policy

- This policy sets out the arrangements for reporting and managing absence as well as the Company sick pay policy, if applicable
- Abuse of this absence policy, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary and Capability Procedure
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Absence Reporting

- If Employees cannot attend work because of sickness or for any other reason Employees should inform their Manager as early as possible and by no later than 9:00 AM on the day of the absence. The following details should be provided:
 - The nature of illness or an explanation as to why absence from work
 - The expected length of absence from work
 - Contact details
- Failure to report absence in line with this policy may result in disciplinary action and will be reported where required to the relevant authorities

Evidence of Incapacity

- Employees must complete a self-certification form for any sickness absence of up to seven calendar days. If Employees are absent for any other reason, the Company reserves the right to request any reasonable documentation required to properly justify the absence
- For sickness absence of more than a week Employees must provide a doctor's certificate stating that they are not fit for work and giving the reason. Employees must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided. If Employees are absent for any other reason, the Company reserves the right to request any reasonable documentation required to properly justify the absence
- If the doctor provides a certificate stating that Employees "may be fit for work" they must inform their Manager immediately. The Company will hold a discussion with the Employee about how to facilitate their return to work,



taking account of the doctor's advice. If appropriate measures cannot be taken, Employee will remain on sick leave and the Company will set a date for review

Statutory Sick Pay

- In cases of absence by reason of sickness or injury, Employee may be entitled to Statutory Sick Pay (SSP) if the Employees satisfy the relevant statutory requirements
- Qualifying days for SSP are Monday to Friday, or as set out in the employment contract
- The rate of SSP is set by the government in April each year. No SSP is usually payable for the first three consecutive days of absence. It usually starts on the fourth day of absence and may be payable for up to 28 weeks

Return-to-Work Interviews

- After a period of absence by reason of incapacity or any other reason the Manager may hold a return-to-work interview with the Employee. The purposes may include:
 - Ensuring that Employees are fit for work and agreeing any actions necessary to facilitate their return;
 - Confirming that Employees have submitted the necessary certificates;
 - Updating Employee on anything that may have happened during their absence;
 - Raising any other concerns regarding their absence record or their return to work

Managing Long-term or Persistent Absence

- The following paragraphs set out the procedure for dealing with long-term absence or where the level or frequency of short-term absence has given a cause for concern. The purpose of the procedure is to investigate and discuss the reasons for the Employee's absence, whether it is likely to continue or recur, and whether there are any measures that could improve their health and/or attendance. The Company may decide that medical evidence, or further medical evidence, is required before deciding on a course of action
- The Company will notify the Employee in writing of the time, date and place of any meeting, and why it is being held. Usually, a week's notice of the meeting is given to the Employee
- Meetings will usually be conducted by the Manager and may additionally be attended by a note taker
- If Employee cannot attend at the time specified by their Manager, they should inform their Manager as soon as possible and the Company will try, within reason, to agree an alternative time
- If the Employee have a disability, the Company will consider whether reasonable adjustments may need to be made to the absence management procedure, or to their role or working arrangements



Medical Examinations

- The Company may ask the Employee to attend a medical examination by a doctor or occupational health professional or other specialist nominated, at the Company's expense
- Employee will be asked to agree that any medical report produced may be disclosed to the Company and that the contents of the report may be discussed with the specialist and with the Company's advisers. All medical reports will be kept confidential

Initial Absence Meeting

- The purpose of an absence management meeting will be to discuss the reasons for the Employee's absence, how long it is likely to continue, whether it is likely to recur, whether obtaining a medical report is necessary, and whether there are any measures that could improve the Employee's health and/or attendance generally
- In cases of long-term absence, the Company may seek to agree a return-to-work programme, possibly on a phased basis
- In cases of short-term, intermittent absence, the Company may set a target for improved attendance within a certain timescale

Decision Making

- If, after a reasonable time, the Employee is not able to return to work or if their attendance has not improved within the agreed timescale, the Company will hold a further meeting or meetings. The Company will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage if appropriate
- If it is considered unlikely that the Employee will return to work or that their attendance will improve within a short time, the Company may give a written warning to the Employee stating that they are at the risk of dismissal. The Company may also set a further date for review

Final Absence Management Meeting

- If the Employee has been warned that they are at the risk of dismissal, and the situation has not changed significantly, the Company will hold a meeting to consider the possible termination of their employment
- Before taking a final decision, the Company will consider any matters the Employee wishes to raise and whether there have been any changes since the last meeting

Appeals

- The Employee may appeal against the outcome of any stage of this procedure. If the Employee wishes to appeal, they should set out their appeal in writing to a Director, stating their grounds of appeal, within one week of the date on which the decision was sent or given to the Employee



- If the Employee is appealing against a decision to dismiss them, the Company will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior Manager who has not previously been involved in the case
- The Company will confirm its final decision in writing, usually within one week of the appeal hearing. Employee has no further right of appeal
- The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay

2.2 Maternity Leave Policy

About this Policy

- This policy outlines the statutory rights and responsibilities of Employees who are pregnant or have recently given birth and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Time Off for Ante-Natal Care

- If Employees are pregnant they may take paid time off during working hours for ante-natal care and should try to give as much notice as possible of the appointment
- Unless it is the first appointment, the Company may ask to see a certificate confirming the pregnancy and an appointment card (Refer to 'Time Off for Antenatal Appointments' under the header of people policies for further details)

Eligibility

All Employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (OML) and 26 weeks' additional maternity leave (AML).

Notification

- Employees should inform as soon as possible they are pregnant. This is important as there may be health and safety considerations
- Before the end of the fifteenth week before the week that Employees expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, Employees must inform about:
 - The week in which the doctor or midwife expects Employee to give birth (Expected Week of Childbirth); and
 - The date on which Employee would like to start their maternity leave (Intended Start Date)



- In case Employees avail their full maternity leave entitlement (Expected Return Date), the Company will write to the Employee within 28 days to inform about the date from which Employees are expected to return to work
- Employees must provide a copy of certificate from a doctor or midwife confirming the Expected Week of Childbirth (MATB1)

Sickness During Maternity Leave

- Periods of pregnancy-related sickness absence shall be paid in accordance with our sickness policy
- Periods of pregnancy-related sickness absence from the start of the pregnancy until the end of maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions
- If Employees are absent for a pregnancy-related reason during the four weeks before their Expected Week of Childbirth, their maternity leave will usually start automatically

Health and Safety

Once Employees notify the Company about their pregnancy, the Company will carry out a risk assessment, identify and undertake any preventive and protective measures that the Company considers necessary. The Company will take such steps as necessary to avoid any risks identified affecting the Employee's health and safety as a new or expectant mother or that of the baby.

Starting Maternity Leave

- The earliest Employees can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless the child is born prematurely before that date)
- Employees should notify the Company in writing if they want to change their Intended Start Date. Employees should give as much notice as they can, but wherever possible they must inform the Company at least 28 days before the original Intended Start Date (or the new start date if they are bringing the date forward). The Company will then inform the new Expected Return Date to the Employee within 28 days
- Maternity leave should normally start on the Intended Start Date. However, it may start earlier if Employees give birth before their Intended Start Date, or if they are absent for a pregnancy-related reason in the last four weeks before their Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day
- Shortly before their maternity leave is due to start, the Company will inform Employees about the arrangements for covering their work and the opportunities for them to remain in contact, if they wish, during the leave. Unless Employees request otherwise, they will remain on circulation lists for internal news, job vacancies, training and work-related social events
- As per the law, the Company cannot allow Employees to work during the two weeks following childbirth



Maternity Leave

Statutory Maternity Pay (SMP) is payable for up to 39 weeks provided that the Employees have at least 26 weeks' continuous employment with the Company at the end of the Qualifying Week and their average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of their average earnings and the remaining 33 weeks are paid at a rate set by the government each year.

During Maternity Leave

- With the exception of terms relating to pay, the terms and conditions of employment remain in force during OML and AML
- Annual leave entitlement will continue to accrue at the rate provided under the employment contract. If the maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting the maternity leave can be carried over. However, Employees should discuss their holiday plans with the Manager in good time before starting the maternity leave. All holiday dates are subject to approval
- If Employees are a member of the pension scheme, the Company shall make employer pension contributions during OML and any period of paid AML, based on the Employee's normal salary, in accordance with the pension scheme rules. Any Employee contributions made by Employee will be based on the amount of any maternity pay that the Employees are receiving, unless Employees inform the Company that they wish to make up any shortfall

Keeping in Touch

- The Company may make reasonable contact with the Employee from time to time during their maternity leave although this contact will be kept to a minimum. This may include contacting Employees to discuss arrangements for their return to work
- Employees may work (including attending training) up to ten "keeping-in-touch" days during their maternity leave. This is not compulsory and must be discussed and agreed with the Manager
- Employees will be paid at their normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement

Returning to Work

- Employees must return to work on the Expected Return Date unless informed otherwise by them. If Employees wish to return to work earlier than the Expected Return Date, they must give us eight weeks' prior notice of the date, preferably in writing. Employees may be able to return later than the Expected Return Date if they request vacation days or parental leave, which will be at the Company's discretion



- Employees are normally entitled to return to work in the position held by them before starting maternity leave and on the same terms of employment. However, if they have taken AML and it is not reasonably practicable to let Employees return into the same position, the Company may give them another suitable and appropriate job on terms and conditions that are not less favourable
- If Employees want to change their working hours or other working arrangements on return from maternity leave, they should make a request under the Flexible Working Policy. It is helpful if such requests are made as early as possible
- If Employees decide that they do not want to return to work, they should give notice of resignation in accordance with the employment contract

2.3 Paternity Leave Policy

About this Policy

- This policy outlines when an Employee may be entitled to paternity leave, paternity pay or time off for antenatal appointments and sets out the arrangements for taking it
- This policy does not form part of an Employee's contract of employment and may be amended at any time

Time Off for Accompanying a Pregnant Woman to Antenatal Appointments

- Employees may take unpaid time off to accompany a pregnant woman to an antenatal appointment if they have a "qualifying relationship" with the woman or the child, i.e. they are:
 - Child's father;
 - Pregnant woman's spouse, civil partner or cohabiting partner;
 - One of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child
- Employees should give as much notice of the appointment as possible and confirm that they meet the above criteria and that the appointment has been made on the advice of a registered medical practitioner
- Any time off to accompany a pregnant woman will be unpaid
- Employees may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy and the total time for each appointment (including travel etc.) must be no more than 6.5 hours
- If Employees are adopting a child, they may be eligible to take time off for an adoption appointment

Entitlement to Paternity Leave

- Paternity leave is available on the birth of a child if they have been continuously employed by us for at least 26 weeks ending with the 15th week before the week in which the doctor or midwife expects the child to be born (Expected



Week of Childbirth) and the Employee is either the biological father with some responsibility for the child's upbringing; or is the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing

- Paternity leave is available where a child is placed with the Employee for adoption by an adoption agency, if they have been continuously employed with the Company for at least 26 weeks ending with the week in which the agency notifies the Employee that they have been matched with a child. In such cases Employees may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex)

Taking Paternity Leave

- Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with the Employee for adoption. Employees can start their leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement
- To take paternity leave they must give written notice to the Company by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified the Employee of being matched with a child), or as soon as they reasonably can, stating:
 - Expected Week of Childbirth;
 - Whether they intend to take one week or two weeks' leave;
 - When they would like to start their leave
- Employees can change the intended start date by giving 28 days' notice or, if this is not possible, as much notice as they can

Paternity Pay

- Statutory paternity pay (SPP) is payable during paternity leave provided they have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified Employees of a match) and their average earnings are not less than the lower earnings limit set by the government each tax year
- The rate of SPP is set by the government each tax year

During Paternity Leave

- With the exception of terms relating to pay, the terms and conditions of employment remain in force during paternity leave



- Vacation Days entitlement will continue to accrue at the rate provided under the employment contract. If the paternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting the paternity leave can be carried over
- Employees should discuss their leave plans with the Manager in good time before starting the paternity leave. All holiday dates are subject to approval by their Manager
- If Employees are a member of the pension scheme, the Company shall make employer pension contributions during paternity leave, based on the Employee's normal salary, in accordance with the pension scheme rules. Any Employee contributions made by the Employee will be based on the amount of any paternity pay received by them, unless Employees inform the Company that they wish to make up any shortfall

2.4 Time Off for Ante-Natal Appointments

About this Policy

- This policy outlines the statutory right to take time off to attend antenatal appointments
- This policy applies to Employees and agency workers and does not apply to self-employed contractors
- For agency worker, the rights set out in this policy are applicable only once they have worked in the same role with the Company for at least 12 continuous weeks (which may include more than one assignment). For these purposes, any breaks due to holiday or other leave to which the Employees are entitled, breaks due to workplace closure, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason, will be ignored. Breaks taken due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave will be treated as time worked
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Time Off During Pregnancy

- If Employees are pregnant, they may take reasonable paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes that the doctor, midwife or health visitor has advised the Employee to attend
- Employees should try to give as much notice as possible of the appointment. Unless it is the first appointment, the Company may ask to see a certificate confirming the pregnancy and an appointment card



Time Off for Accompanying Pregnant Woman

- Employees may take unpaid time off, at the Company's discretion, to accompany a pregnant woman to an antenatal appointment if they have a "qualifying relationship" with the woman or the child. This means that the Employee is either:
 - Child's father;
 - Pregnant woman's spouse, civil partner or cohabiting partner or are living with her in an enduring family relationship and she is not Employee's sister, mother, grandmother, aunt, or niece;
 - Related to pregnant woman who has undergone assisted conception and the Employee was her wife or civil partner or gave the required legal notices to be treated in law as the second female parent
 - One of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child
- **Process of Application:** Employees should give as much notice of the appointment as possible. Employees must provide a signed statement providing the date and time of the appointment and confirming that:
 - Employees are eligible to take time off
 - Purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
 - Appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse
- **Duration of Time-Off Provided:**
 - Employees may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy
 - Employees must not take more than six and a half hours off for each appointment, including travel and waiting time
 - Time off to attend these appointments is and whether such time-off will be paid or unpaid will be at the company's discretion in relation to each pregnancy
 - If employees wish to take time off to attend further antenatal appointments, they should request annual leave for such occasions

2.5 Adoption Leave Policy

Eligibility

- Employees are entitled to adoption leave if they fulfil the following conditions:
 - Employees are adopting a child through a UK or overseas adoption agency



- The adoption agency has given a written notice to the Employee stating that it has matched them with a child for adoption and tells the date on which the child is expected to be placed into the Employee's care with a view to adoption (Expected Placement Date)
- Employees have notified the agency that they agree to the child being placed with them on the Expected Placement Date
- Employee's spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave)
 - The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL)

Particulars

- **Starting Adoption Leave:**
 - Not more than seven days after the agency notifies the Employee in writing that it has matched them with a child (or where that is not reasonably practicable, as soon as reasonably practicable), Employee must give a notice in writing of the Expected Placement Date, and their intended start date for adoption leave (Intended Start Date)
 - OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later. If Employees want to change this date, they should inform their Manager in writing at least 28 days before the original Intended Start Date when possible
- **During Adoption Leave:**
 - With the exception of terms relating to pay, the terms and conditions of employment remain in force during OAL and AAL
 - Vacation days entitlement will continue to accrue at the rate provided under the employment contract. If the adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting the adoption leave can be carried over
 - Employees should discuss their holiday plans with the Manager in good time before starting their adoption leave. All holiday dates are subject to approval by the Manager
 - If Employees are a member of the pension scheme, the Company shall make employer pension contributions during paternity leave, based on the Employee's normal salary, in accordance with the pension scheme rules. Any Employee contributions made by the Employee will be based on the amount of any maternity pay that the Employees are receiving, unless they inform the Company that they wish to make up any shortfall
- **Adoption Pay:** Statutory Adoption Pay (SAP) is payable for up to 39 weeks provided that Employees have completed at least 26 weeks' continuous employment with the Company at the end of the Qualifying Week (being the week in which the adoption agency or local authority notified the Employee of a match) and their average earnings are not



less than the lower earnings limit set by the government each tax year. The first six weeks SAP are paid at 90% of their average earnings and the remaining 33 weeks are at a rate set by the government each year

▪ **Keeping In Touch:**

- The Company may make reasonable contact with the Employee from time to time during their adoption leave although this contact will be kept to a minimum. This may include contacting the Employee to discuss arrangements for their return to work
- Employees may work (including attending training) up to ten "keeping-in-touch" days during their adoption leave. This is not compulsory and must be discussed and agreed with the Manager
- Employees will be paid at the normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement

2.6 Time Off for Adoption Appointments

About this Policy

- This policy outlines the statutory right to take time off to attend adoption appointments
- This policy applies to Employees and agency workers and does not apply to self-employed contractors
- For an agency worker, the rights set out in this policy are applicable only once they have worked in the same role with the Company for at least 12 continuous weeks (which may include more than one assignment). For these purposes, any breaks due to holiday or other leave to which the Employees are entitled, breaks due to workplace closure, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason, will be ignored. Breaks taken due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave will be treated as time worked
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Time Off for Adoption Appointment

- An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for the Employee to have contact with a child who is to be placed with them for adoption, or for any other purpose related to the adoption
- Employees may take time off to attend an adoption appointment once the agency has notified that a child is to be placed with them for adoption but before the child is actually placed with them



Primary and Secondary Adopter

- In case Employees are adopting a child with their partner, they must decide who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. Employees must inform the Company about their decision the first time they request time off for an adoption appointment. This will affect how much time the Employees can take off and whether it is paid
- Employees would usually choose to be the primary adopter if they intend to take adoption leave when the child is placed with them. They would not be able to take paternity leave if they have elected to be the primary adopter
- Employees would usually choose to be the secondary adopter if they intend to take paternity leave when the child is placed with them, although they may be able to take adoption leave if their partner is not taking it
- Employees will be considered as primary adopter if they are adopting a child alone

Points to Note

- **Adopting More than One Child:**
 - If the agency is placing more than one child with the Employee as part of the same arrangement, this is treated as one adoption
 - This will not increase the number of appointments that Employees can take time off to attend
 - Any time off under this policy must be taken before the first child is placed with the Employee
- **Duration of Time-Off Provided:**
 - **Primary Adopter:** If Employees are adopting on their own or have elected to be the primary adopter, they may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption
 - **Secondary Adopter:** If Employees are the secondary adopter, they may take unpaid time off, at the company's discretion, to attend an adoption appointment on up to two occasions only
 - Employees must not take more than six and a half hours off for each appointment, including travel and waiting time
- **Procedure of Application**
 - Employees should give as much notice of the appointment as possible. They must provide a signed statement or an email confirming:
 - The date and time of the appointment
 - That the appointment has been arranged or requested by the adoption agency
 - Whether Employees are adopting a child alone or jointly with another person
 - If Employees are adopting with another person, whether they are electing to take paid or unpaid time off



- If Employees are an agency worker, they should check and may have to notify their agency as well
- The Company may sometimes ask Employees to try and re-arrange an appointment where it is reasonable to do so. In exceptional circumstances the Company reserves the right to refuse a request for a particular appointment but will not do so without good reason

2.7 Parental Leave Policy

About this Policy

- This policy summarises the statutory right of Employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child under 18 years
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Entitlement to Parental Leave

- To be eligible for parental leave, Employees must:
 - Have at least one year's continuous employment with the Company;
 - Have or expect to have responsibility for a child; and
 - Be taking the leave to spend time with or otherwise care for the child
- Employees have responsibility for a child if they are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order
- Eligible Employees are entitled to take up to 18 weeks' parental leave in relation to each child
- Employees must inform the Company in case they have taken any parental leave while working for another employer as this counts towards their 18-week entitlement

Taking Parental Leave

- Employees can take parental leave before the child's 18th birthday
- Employees may not take more than four weeks' parental leave a year in relation to each child. A year for this purpose begins on the date when they became entitled to take parental leave in relation to the child in question
- Parental leave can only be taken in blocks of a week or a whole number of weeks unless the leave is to be taken in respect of a disabled child
- For the purposes of this policy, a disabled child means entitled to a disability living allowance, armed forces independence allowance or personal independence payment

Notification Requirements

- Employees must notify their Manager in case they want to take parental leave at least 21 days in advance. Employees



should inform the start and end dates of the requested period of leave

- If Employees wish to start parental leave immediately on the birth of a child, they must give notice at least 21 days before the expected week of childbirth
- If Employees wish to start parental leave immediately on having a child placed with them for adoption, they should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as possible

Evidence of Entitlement

- Employees may be asked to share evidence of:
 - Their responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order;
 - Child's date of birth or date of adoption placement; and
 - If applicable, the child's entitlement to a disability living allowance, armed forces independence allowance or personal independence allowance

Right to Postpone Parental Leave

- Although the Company will try to accommodate Employee request for parental leave, such requested leaves may be postponed if it would unduly disrupt our business (for example, if it leads to Company facing shortage of manpower or unable to complete work on time)
- Alternative dates, the reason for leave postponement, revised start and end dates will be discussed with the Employee and notified to them in writing within seven days of receiving the request for parental leave
- Parental leave cannot be postponed:
 - If Employees requested to start this leave immediately on the birth or adoption of a child
 - For more than six months, or beyond the child's 18th birthday (if sooner)

Points to Note

- Parental leave is unpaid. Employees will not be entitled to employer pension contributions in respect of the period of leave
- Employment contract will remain in force, and holiday entitlement will continue to accrue. Employees will remain bound by their duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business



2.8 Shared Parental Leave Policy

About this Policy

- This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If any further information is required on shared parental leave or pay in relation to the adoption of a child, Employees should reach out to HR Compensation and Benefits 2 team (compensation2@tresvista.com)
- This policy applies to Employees and does not apply to agency workers or self-employed contractors
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Definition

- These definitions are applicable within the scope of this policy:
 - **Expected week of childbirth (EWC):** The week, beginning on a Sunday, in which the doctor or midwife expects the Employee's child to be born
 - **Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father)
 - **Partner:** Employee's spouse, civil partner or someone living with them in an enduring family relationship, but not the Employee's sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew
 - **Qualifying Week:** 5th week before the EWC
- **Shared Parental Leave (SPL)** gives Employees and their partner more flexibility in how to share the care of their child in the first year after birth, than if they were simply taking maternity or paternity leave. If both parents are eligible, the Employee will be able to choose how to split the available leave between them and their partner and can decide to be off work at the same time or at different times. Employees may be able to take leave in more than one block

Eligibility

- Employees are entitled to SPL in relation to the birth of a child if they are:
 - Child's mother, and share the main responsibility for the care of the child with the child's father or with their partner;
 - Child's father and share the main responsibility for the care of the child with the child's mother; or
 - Mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother)
- The following conditions must also be fulfilled:
 - Employees must have at least completed 26 weeks of continuous employment with the Company by the end of the Qualifying Week, and still be employed by the Company in the week before the leave is to be taken;



- Other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- Employee and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods
- The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave)
- If the Employee is the mother, they cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth or four weeks for factory workers
- If the Employee is the child's father or the mother's partner, they should consider using their two weeks' paternity leave before taking SPL. Once the Employees start their SPL, they will lose any untaken paternity leave entitlement. SPL entitlement is additional to the paternity leave entitlement

Opt-In Notice

- Not less than eight weeks before the date Employees intend their SPL to start, they must give a written opt-in notice stating:
 - Employee's name and the name of the other parent;
 - If they are the child's mother, the start and end dates of their maternity leave;
 - If they are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
 - Total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
 - How many weeks of the available SPL will be allocated to the Employee and how many to the other parent (Employees can change the allocation by giving a further written notice, and they do not have to use their full allocation);
 - If Employees are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
 - How many weeks of available ShPP will be allocated to the Employee and how much to the other parent. (Employees can change the allocation by giving a further written notice, and Employees do not have to use their full allocation);
 - An indication of the pattern of leave Employees are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but Employees are expected to give as much information as they can about their future intentions; and



- Declarations by the Employees and the other parent that they both meet the statutory conditions to enable them to take SPL and ShPP

Ending Maternity Leave

- If Employees are the child's mother and want to opt into the SPL scheme, they must give at least eight weeks' written notice to end their maternity leave (a curtailment notice) before they can take SPL. The notice must state the date their maternity leave will end. Employees can give the notice before or after they give birth, but they cannot end their maternity leave until at least two weeks after birth
- Employees must also provide, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that they have given the necessary declarations in that notice
- The other parent may be eligible to take SPL from their employer before their maternity leave ends, provided they have given the curtailment notice
- The curtailment notice is binding and cannot usually be revoked. Employees can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
 - If Employees realise that neither them nor the other parent are in fact eligible for SPL or ShPP, in which case they can revoke the curtailment notice in writing up to eight weeks after it was given;
 - If Employees gave the curtailment notice before giving birth, they can revoke it in writing up to six weeks after birth; or
 - If the other parent has died
- Once Employees have revoked a curtailment notice, they will be unable to opt back into the SPL scheme, unless they gave curtailment notice before giving birth

Ending Partner's Maternity Leave or Pay

- If Employees are not the mother, but the mother is still on maternity leave or claiming SMP or MA, they will only be able to take SPL once she has either:
 - Returned to work;
 - Given her employer a curtailment notice to end her maternity leave;
 - Given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
 - Given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP)

Evidence of Entitlement

- Employees must also provide the following details when requested:



- A copy of the birth certificate (or if Employees have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- The name and address of the other parent's employer (or a declaration that they have no employer)

Particulars

- Having opted into the SPL system, Employees must book their leave by giving a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL
- The period of leave notice can either give the dates Employees want to take leave or, if the child has not been born yet, it can state the number of days after birth that they want the leave to start and end. This may be particularly useful if Employees intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards
 - Leave must be taken in blocks of at least one week
 - If the period of leave notice gives a single continuous block of SPL, Employees will be entitled to take the leave set out in the notice
 - If the period of leave notice requests split periods of SPL, with periods of work in between, the Employee's request will be considered as below (Refer to Procedure for Requesting Split Periods of SPL)
 - Employees can give up to three period of leave notices. This may enable Employees to take up to three separate blocks of SPL (although if Employees give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice). In exceptional circumstances, Employees may be allowed to give more than three period of leave notices but there is no obligation for the Company to do so
- **Procedure for Requesting Split Periods of SPL:**
 - In general, a period of leave notice should set out a single continuous block of leave. The Company may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with the Manager in good time before formally submitting the period of leave notice. This will give more time to the Company to consider the request and hopefully agree a pattern of leave with them from the start
 - If Employees want to request split periods of SPL, they must set out the requested pattern of leave in their period of leave notice. The Company will either agree to the request or start a two-week discussion period. At the end of that period, the Company will confirm any agreed arrangements in writing. If the Company has not reached agreement, Employees will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in their notice (for example, if Employees requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, Employees may:



- Choose a new start date (which must be at least eight weeks after the date they submitted the notice requesting split periods of leave), and tell the Company within five days of the end of the two-week discussion period; or
- Withdraw the notice and tell Employees within two days of the end of the two-week discussion period (in which case it will not be counted as a period of leave notice, and they may submit a new one if they choose)

▪ **Changing the Dates or Cancelling SPL:**

- Employees can cancel a period of leave by notifying in writing at least eight weeks before the start date in the period of leave notice
- Employees can change the start date for a period of leave by notifying in writing at least eight weeks before the original start date or the new start date, whichever is earlier
- Employees can change the end date for a period of leave by notifying in writing at least eight weeks before the original end date or the new end date, whichever is earlier
- Employees can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, Employees will need to give the requisite period of notice
- Employees can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, Employees will need to provide adequate notice. The Company does not have to grant their request
- A notice to change or cancel a period of leave will count as one of the Employee's three period of leave notices, unless:
 - It is a result of the child being born earlier or later than the EWC;
 - Employees are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period;
 - It is at the Company's request; or
 - If agreed otherwise

▪ **Premature Birth:**

- Where the child is born early (before the beginning of the EWC), Employees may be able to start SPL in the eight weeks following birth even though they cannot give eight weeks' notice. The following rules apply:
 - If Employees have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but the child is born early, they can move the SPL start date forward by the same number of days, provided Employees notify in writing of the change as soon as they can. (If the period of leave notice already



contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary)

- If the child is born more than eight weeks early and Employees want to take SPL in the eight weeks following birth, Employees should submit their opt-in notice and their period of leave notice as soon as they can

▪ **Shared Parental Pay:**

- Employees may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by them or their partner) if Employees have completed at least 26 weeks' continuous employment with TresVista at the end of the Qualifying Week and their average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year
- Employees should inform the Company during their period of leave notice(s) whether they intend to claim ShPP during their leave (and if applicable, for what period). If it is not in their period of leave notice, Employees can inform in writing, at least eight weeks before they want ShPP to start

▪ **Other Terms during Shared Parental Leave:**

- The terms and conditions of employment remain in force during SPL, except for the terms relating to pay
- Annual leave entitlement will continue to accrue at the rate provided under their contract. If the SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting the leave can be carried over and must be taken immediately before returning to work unless their Manager agrees otherwise. Employees should discuss their holiday plans with the Manager in good time before starting SPL. All holiday dates are subject to approval by their Manager
- If Employees are a member of the pension scheme, the Company will make employer pension contributions during any period of paid SPL, based on the Employee's normal salary, in accordance with the pension scheme rules. Any Employee contributions made by the Employee will be based on the amount of any shared parental pay Employees are receiving, unless informed by them

▪ **Keeping in Touch:**

- The Company may make reasonable contact with the Employees from time to time during their SPL although this contact will be kept to a minimum. This may include contacting Employees to discuss arrangements for their return to work
- Employees may ask or be asked to work (including attending training) up to 20 "keeping-in-touch" days (KIT days) during their SPL. This is in addition to any KIT days that Employees may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with the Manager
- Employees will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement



▪ **Returning to Work:**

- If Employees want to end a period of SPL early, they must give eight weeks' written notice of the new return date. If Employees have already given three period of leave notices, they will not be able to end the SPL early without the Company's agreement
- If Employees want to extend their SPL, assuming that they still have unused SPL entitlement remaining, they must give a written period of leave notice at least eight weeks before the date they were due to return to work. If Employees have already given three period of leave notices, they will not be able to extend their SPL without the Company's agreement. Employees may instead be able to request annual leave or ordinary parental leave (Refer to the Parental Leave Policy), subject to the needs of the business
- Employees are normally entitled to return to work in the position they held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for the Company to allow Employees to return into the same position, they may be given another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
 - If the SPL and any maternity or paternity leave taken by Employees adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - If Employees took SPL consecutively with more than four weeks of ordinary parental leave

2.9 Parental Bereavement Leave Policy

About this Policy

- This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help Employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy
- This policy applies to all Employees and does not apply to agency workers, consultants or self-employed contractors
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Eligibility

- Employees are entitled to parental bereavement leave (PBL) if a child has died or been stillborn after 24 weeks of pregnancy, and the Employee or their partner:-
 - Are their parent or foster parent;
 - Have had the child placed with them for adoption (whether by a UK adoption agency or from overseas);
 - Are their intended parent under a surrogacy arrangement;
 - Are the natural parent of a child who has since been adopted by someone else, and there is a court order allowing the Employee or their partner to have contact with the child;



- Look after the child in their own home, other than as a paid carer, and have done so for at least four weeks (a parent "in fact")
- Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death

Particulars

▪ **Parental Bereavement Pay:**

- Employees may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if they:
 - Have completed at least 26 weeks' continuous employment ending on the Saturday before the child died; and
 - Earn at least the lower earnings limit for class 1 national insurance contributions
- SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year

▪ **Leave in the First Eight Weeks:**

- In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave
- Employees should notify their Manager as soon as they can, on the day they want their leave to start, preferably before the time they would normally start work, where possible. If required, someone can do this on the Employee's behalf
- If the Employee has already started their work, then their parental bereavement leave period will start on the following day. The Company usually allows Employees to take the rest of the day off as compassionate leave
- Employees can cancel any planned parental bereavement leave in the first eight weeks by informing the Company at any time before the leave starts, and no later than the time Employees would normally start work on the first day of the leave period. Employees cannot cancel leave once it has started

▪ **Leave after more than Eight Weeks:**

- To take parental bereavement leave more than eight weeks after the child has died, Employees should notify their Manager in writing at least a week prior
- Parental bereavement leave can be cancelled with a week's written notice and can be re-booked by giving a week's written notice to the Manager

▪ **Procedure of Application:** Employees are required to share the following information in writing within 28 days of starting any period of parental bereavement leave:

- Employee name;
- Date the child died or was stillborn;



- Dates of paid or unpaid parental bereavement leave taken; and
- Employee's relationship with the child

Points to Note

- **Stillbirths, Neonatal Deaths, Adoptions and Surrogacy:**
 - Entitlement to maternity leave and pay (Refer to the Maternity Leave Policy under the header of people policies) is not affected if the child has died or been stillborn. Employees can take maternity leave in addition to parental bereavement leave
 - Employees may be entitled to adoption leave and pay as a result of a child being placed with them for adoption, or because they are an intended parent under a surrogacy arrangement. If the child has died or been stillborn, adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner). This is in addition to their right to parental bereavement leave
 - Employees may be entitled to paternity leave and pay as a result of the birth of a child (including a birth to a surrogate mother), or the placement of a child with them for adoption. If the child has died or been stillborn, Employees can take paternity leave in addition to parental bereavement leave

2.10 Compassionate Leave Policy

About this Policy

- Compassionate leave is designed to help Employees deal with traumatic personal circumstances such as the death of a close relative or where a close relative has a life-threatening illness or injury
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Particulars

- Employees may take compassionate leave at their Manager's discretion, where a close relative has died, is critically ill with a life-threatening illness, or has suffered a life-threatening injury
- In the event of the death of a child, including a stillbirth, kindly refer to the Parental Bereavement Leave Policy which applies instead of this policy. Manager may grant further compassionate leave in such situation at their discretion
- Employees will consider requests for compassionate leave due to other traumatic events or difficult personal circumstances on a case by case basis
- If Employees are still unable to return to work following compassionate leave, they should contact their Manager, who may at their discretion grant Employee further compassionate leave in those circumstances. Alternatively, Employees may be able to take a period of Vacation Days, subject to the Manager's approval



Points to Note

- The Company recognizes that it may not always be possible to request compassionate leave in advance. However, where it is possible, Employees should make a request to their Manager. Employees should inform their Manager about the reasons for the leave request and the number of leave days
- Where it is not possible to request leave in advance Employees should contact their Manager as soon as possible inform about the reason of absence and the number of absent days. If required, someone else on Employee's behalf can inform the Employee's Manager about their leave/absence
- In exceptional circumstances Managers may have to refuse a request for compassionate leave and will give Employees a written explanation of the reasons. If Employees are dissatisfied with this decision, they may appeal to Ethics Committee

2.11 Time Off for Dependents Policy

About this Policy

- The law recognizes and the Company respects that there may be occasions when Employees will need to take time off work to deal with unexpected events involving one of their dependents
- This policy gives all Employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependents
- No-one who takes time off in accordance with this policy will be subjected to any detriment
- This policy applies to all Employees, however it does not apply to agency workers, consultants or self-employed contractors
- This policy does not form part of any Employee's contract of employment and it may be amended at any time

Eligibility

- **Reasonable Unpaid Time Off:**
 - A dependent for the purposes of this policy includes but is not limited to:
 - Employee's spouse, civil partner, parent or child; or
 - A person who lives in the same household as the Employee, but who is not their tenant, lodger, boarder or Employee
 - This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where Employees need to take planned time off or provide longer-term care for a dependent



Particulars

- Employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:
 - Provide assistance when a dependent falls ill, gives birth, is injured or assaulted;
 - Make longer-term care arrangements for a dependent who is ill or injured;
 - Take action required in consequence of the death of a dependent;
 - Deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependent (such as a child-minder falling ill); and/or
 - Deal with an unexpected incident involving their child while a school or another educational establishment is responsible for them
- Whether action is considered necessary will depend on the circumstances, including the nature of the problem, the closeness of the relationship between the Employee and their dependent, and whether anyone else is available to assist. Action is unlikely to be considered necessary if the Employee knew of a problem in advance but did not try to make alternative care arrangements
- Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, the Company will always consider each set of circumstances on their facts
- **Exercising the Right to Time Off:**
 - Employees will only be entitled to time off under this policy if, as soon as is reasonably practicable, Employees tell their Manager:
 - Reason for their absence; and
 - How long Employees are expected to be away from work
 - If Employees fail to notify their Manager as set out above, they may be subject to disciplinary proceedings under the Disciplinary and Capability Procedure for taking unauthorised time off
 - The Company may in some cases ask Employee to provide evidence for their reasons for taking the time off, either in advance or on the Employee's return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under the Disciplinary and Capability Procedure

2.12 Time Off for Public Duties Policy

About this Policy

- The Company wishes to enable Employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of the business. The



Company is not legally obliged to grant paid leave for these purposes. The circumstances in which the Company is prepared to do so are set out below

- This policy does not form part of any Employee's contract of employment and may be amended at any time

Jury Service

- Employees should tell their Manager as soon as they are summoned for jury service and provide a copy of their summons if requested
- Depending on the demands of business, the Company may request that Employees apply to be excused from or defer their jury service
- The Company is not required by law to pay Employees while they are absent on jury service. Employees will be advised at court of the expenses and loss of earnings that they can claim. However, the Company will determine the amount applicable to be paid to the employees

Voluntary Public Duties

- Employees are entitled to a reasonable amount of unpaid time off to carry out certain public duties, including duties as a tribunal member, magistrate, local councilor, member of an NHS Trust, prison visitor, police station lay visitor or school governor
- If Employees are unsure whether a public service that they perform is covered by this policy, they should speak to the Manager and the HR Compensation and Benefits 2 team (compensation2@tresvista.com)
- As soon as Employees are aware that they will require time off for performance of a public service they should notify the Manager and HR Compensation and Benefits 2 team (compensation2@tresvista.com) in writing, providing full details of the time off that is being requested and the reasons for their request. Employees should inform about such time off in advance so that arrangements can be made to cover their duties in their absence
- Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time Employee has already taken, and how their absence will affect the business, etc.
- The Company, at its discretion, may grant paid leave in any 12-month period to perform public duties that are not paid. Any additional leave will be granted on an unpaid basis, however, it may be counted as paid leave subject the Company discretion]



Reserve Forces Duties

- The Company is aware that Employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training
- The company is under no obligation to offer leave (either paid or unpaid) for reservists to undertake training. The Company will determine the amount to be paid to the employees. In exceptional circumstances the company may grant additional unpaid leave in order for these commitments to be met
- If a notice is received which states that the Employee has been called-up for active service, the Company may apply to an adjudication officer for the notice to be deferred or revoked if the Employee's absence would cause serious harm to the business (which could not be prevented by the grant of financial assistance)
- Once the Employee's military service has ended, they may submit a written application for reinstatement of their employment. This should be made by the third Monday following the end of the Employee's military service and they should notify the Company of the date on which they will be available to restart work
- If it is not reasonable and practicable to reinstate Employee into their former employment, the Company will offer Employee with the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable

3. Anti-Harassment and Bullying Policy

- TresVista is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect
- This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Harassment

- Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment
- It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past



- Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories
- Harassment may include, for example:
 - Unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - Unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
 - Offensive e-mails, text messages or social media content;
 - Mocking, mimicking or belittling a person's disability
- A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment

Bullying

- Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation
- Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
 - Physical or psychological threats;
 - Overbearing and intimidating levels of supervision;
 - Inappropriate derogatory remarks about someone's performance;
- Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own

Raising A Complaint and Redressal Mechanism

- **Raising a Complaint:**
 - In case of harassment and bullying, the Employee should raise the problem informally with the person responsible. The Employee should explain clearly to the concerned person that their behaviour is not welcome. If this is too difficult or embarrassing, the Employee should speak to their Manager, who can provide confidential advice and assistance in resolving the issue formally or informally
 - If informal steps are not appropriate, or have not been successful, the Employee should raise the matter formally under our Grievance Procedure
 - TresVista will investigate complaints in a timely and confidential manner. Where possible, the investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed



on a "need to know" basis. The Company will consider whether any steps are necessary to manage any ongoing relationship between the Employee who raised a complaint and the person accused during the investigation

- Once the investigation is complete, the decision will be informed to both the parties. If it is concluded that the Employee has been harassed or bullied by another Employee, the matter will be dealt with under the Disciplinary and Capability Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, the Company will take appropriate actions to deal with the problem, as applicable
- Whether or not the complaint is upheld, the Company will consider how best to manage any ongoing working relationship between the Employee who raised a complaint and the person concerned
- **Protection and Support for those Involved:**
 - Employees who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result
 - Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under the Disciplinary and Capability Procedure
- **Record-Keeping:** Information about a complaint by or about an Employee may be placed on the Employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process

4. Equal Opportunity

About this Policy

- TresVista is committed to promoting equal opportunities in employment. All job applicants will receive equal treatment regardless of their age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (Protected Characteristics)
 - This policy sets out TresVista's approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment
 - This policy covers all Employees, officers, consultants, contractors, casual workers and agency workers
 - This policy does not form part of any Employee's contract of employment and may be amended at any time

Discrimination

- Employees must not unlawfully discriminate against or harass other individuals including current and former Employees, job applicants, clients, customers, suppliers and visitors



- This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events
- The following forms of discrimination are prohibited under this policy and are unlawful:-
 - **Direct Discrimination:** Treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay
 - **Indirect Discrimination:** A provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified
 - **Harassment:** This includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them (Refer to Anti-Harassment and Bullying Policy)
 - **Victimisation:** Retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment
 - **Disability Discrimination:** This includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability

Disability

TresVista encourages Employees to inform about their disability so that the Company can consider what reasonable and appropriate adjustments or support may be provided.

Part-Time and Fixed-Term Work

Part-time and fixed-term Employees should be treated the same as comparable full-time or permanent Employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

Breaches of this Policy

- TresVista takes a strict approach to breaches of this policy, which will be dealt with in accordance with the Disciplinary and Capability Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal
- If Employees believe that they have suffered discrimination, they can raise the matter through Grievance Procedure or Anti-Harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate



5. Grievance Procedure

About this Procedure

- Most grievances can be resolved quickly and informally through discussion with the Manager. If this does not resolve the problem, Employees should initiate the formal procedure set out below
- This procedure applies to all Employees regardless of length of service
- This procedure does not form part of any Employee's contract of employment. It may be amended at any time and the Company may depart from it depending on the circumstances of any case

Details of Procedure

- **Step 1: Written Grievance**
 - Employees should put their grievance in writing and submit it to their Manager, their Head of Department or to the Ethics Committee
 - The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that it can be investigated further
- **Step 2: Meeting**
 - The Company will arrange a grievance meeting, normally within two to five working days of receiving the written grievance. Employees should make every effort to attend the same
 - Employees may bring a companion to the grievance meeting if they make a reasonable request in advance and inform about the name of their chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as the Employee's companion
 - If the Employee or their companion cannot attend at the time specified, they should inform about the same as soon as possible and the Company will try, within reason, to agree an alternative time
 - The Company may adjourn the meeting if there is a need to carry out further investigations, after which the meeting will usually be reconvened
 - The Company will inform the Employee in writing, usually within one week of the last grievance meeting, to confirm the decision and notify them of any further action that the Company intends to take to resolve the grievance. The Company will also advise Employees of their right of appeal
- **Step 3: Appeals**
 - If the grievance has not been resolved to the Employee's satisfaction, they may appeal in writing to the Ethics Committee, stating their full grounds of appeal, within one week of the date on which the decision was sent or given



- The Company will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a Manager who has not previously been involved in the case. Employees will have a right to bring a companion
- The Company will confirm the final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal



(B) Risk-Oriented Policies

1. Anti-Corruption and Bribery Policy

About this Policy

- Per this policy, TresVista conducts all business activities in an honest and ethical manner. TresVista takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all business dealings and relationships
- Any Employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-Employee who breaches this policy may have their contract terminated with immediate effect
- This policy does not form part of any Employee's contract of employment and may be amended at any time. This policy will be reviewed regularly

Eligibility

This policy applies to all persons working for TresVista or on its behalf in any capacity, including Employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

Definition

- **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit
- **Bribery** includes offering, promising, giving, accepting or seeking a bribe
- All forms of bribery are strictly prohibited. If Employees are unsure about whether a particular act constitutes bribery, they can discuss it with the Manager

Particulars

- Employees must not:
 - Give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - Accept any offer from a third party that they know or suspect is made with the expectation that TresVista will provide a business advantage for them or anyone else;
 - Give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure



- Threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption
- **Gifts and Hospitality:**
 - This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services
 - A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process)
 - Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in TresVista's name, not Employee's name
 - Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners

Reporting and Documentation

- If Employees are offered a bribe, or are asked to make one, or if they suspect that any bribery, corruption or other breach of this policy has occurred or may occur, Employees must notify their Manager as soon as possible
- Employees must declare and keep a written record of all hospitality or gifts given or received. They must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with the Gift policy and record the reason for expenditure
- All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments

2. Disciplinary Rules

Policy Statement

- These Disciplinary Rules should be read in conjunction with the Disciplinary and Capability Procedure. The purpose of the Disciplinary Rules and Disciplinary and Capability Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which Managers can work with staff to maintain those standards and encourage improvement where necessary. Any disciplinary matter will be dealt with fairly and in accordance with the Disciplinary and Capability Procedure
- These rules do not form part of any contract of employment or other contract to provide services and may be amended



at any time

Rules of Conduct

- While working for TresVista, Employees should at all times maintain professional and responsible standards of conduct. In particular they should:
 - Observe the terms and condition of their employment contract, particularly with regard to:
 - Hours of work
 - Confidentiality; and
 - Information security.
 - Observe all of the Company's policies, procedures, rules and regulations notified to Employees from time to time
 - Take reasonable care in respect of the health and safety of colleagues and third parties and comply with the Health and Safety Policy
 - Comply with all reasonable instructions given by Managers
 - Act at all times in good faith and in the best interests of our business, customers and Employees
- Failure to maintain satisfactory standards of conduct may result in action being taken under **the** Disciplinary and Capability Procedure

Misconduct

- The following are examples of matters that will normally be regarded as misconduct and will be dealt with under the Disciplinary and Capability Procedure:
 - Minor breaches of the policies
 - Minor breaches of the employment contract
 - Damage to, or unauthorised use of the Company property
 - Poor timekeeping
 - Time wasting, including but not limited to when working from home or as part of a hybrid working arrangement
 - Unauthorised absence from work
 - Refusal to follow instructions
 - Excessive use of the Company's telephones or other information and communication systems for personal calls and messages
 - Excessive personal email or internet usage
 - Failure to provide completed time sheets or comply with other instructions, whether in writing or otherwise, or requirements to account for the Employee's working time and activities, including but not limited to in respect of time spent working from home or as part of a hybrid working arrangement



- Obscene language or other offensive behaviour
 - Negligence in the performance of the Employee's duties
 - Smoking in no-smoking areas
 - Failure to comply with any reasonable instructions or measures that we implement in response to an emergency or other critical situation
- This list is intended as a guide and is not exhaustive

Gross Misconduct

- Gross misconduct is a serious breach of contract and includes misconduct which, in the Company's opinion, is likely to prejudice the Company's business or reputation or irreparably damage the working relationship and trust between the Company and Employees. This may include misconduct committed outside of work. Gross misconduct will be dealt with under the Disciplinary and Capability Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal)
- The following are examples of matters that are normally regarded as gross misconduct:
- Theft or unauthorised removal of the Company property or the property of a colleague, contractor, customer or member of the public
 - Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets
 - Actual or threatened violence, or behaviour which provokes violence, and bullying
 - Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public
 - Serious misuse of the Company property or name
 - Deliberately accessing internet sites containing pornographic, offensive or obscene material
 - Repeated or serious failure to obey instructions, or any other serious act of insubordination
 - Unlawful discrimination, harassment or victimisation
 - Bringing the organisation into serious disrepute
 - Serious incapability at work brought on by alcohol or illegal drugs
 - Causing loss, damage or injury through serious negligence
 - Serious or repeated breach of health and safety rules or serious misuse of safety equipment
 - Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in the Employee's possession is kept secure
 - Accepting or offering a bribe or other secret payment
 - Accepting a gift from a customer, supplier, contractor or other third party in connection with the employment in breach of the Anti-corruption and Bribery Policy



- Conviction for a criminal offence that in the Company's opinion may affect its reputation or its relationships with the Employees, customers or the public, or otherwise affects the Employee's suitability to continue to work for the Company
 - Possession, use, supply or attempted supply of illegal drugs
 - Serious neglect of duties, or a serious or deliberate breach of the employment contract or the procedures
 - Unauthorised use, processing or disclosure of personal data contrary to the Data Protection Policy
 - Harassment or victimisation of, or discrimination against, Employees, workers, contractors, clients or members of the public, related to sex, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age
 - Refusal to disclose any of the information required by the employment or any other information that may have a bearing on the performance of the Employee's duties
 - Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits
 - Repeatedly or seriously failing to comply with any reasonable instructions or measures that implemented by the Company in response to an emergency or other critical situation
 - Victimising a colleague who has raised concerns, made a complaint or given evidence or information under the Whistleblowing Policy, Anti-corruption and Bribery Policy, Anti-harassment and Bullying Policy, Grievance Procedure, Disciplinary Procedure or otherwise
 - Serious misuse of the Company information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet)
 - Undertaking unauthorised paid or unpaid work during the working hours with the Company
- This list is intended as a guide and is not exhaustive

3. Disciplinary and Capability Procedure

About this Policy

- This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance
- Minor conduct or performance issues can usually be resolved informally with the Manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally
- This procedure applies to all Employees regardless of length of service. It does not apply to agency workers or self-employed contractors



- This procedure does not form part of any Employee's contract of employment and it may be amended at any time. The Company may also vary this procedure, including any time limits, as appropriate in any case

Investigations

- Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing. Investigation meetings may take place in person or remotely, using remote working platforms or technologies as appropriate
- In some cases of alleged misconduct, the Company may need to suspend Employees from work while the investigation or disciplinary procedure (or both) are carried out. While suspended, Employees should not visit the office premises or contact any of the clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action
- Employees must co-operate fully and promptly in any investigation. This will include informing of the names of any relevant witnesses, disclosing any relevant documents to the Company and attending investigative interviews if required

Notification of a Hearing

- Following any investigation, if the Company considers that there are grounds for disciplinary action, Employees will be required to attend a disciplinary hearing. The Company will inform Employees in writing about the alleged misconduct or poor performance, the basis for those allegations and what the likely range of consequences will be. The Company will also include the following where appropriate:
 - A summary of the relevant information gathered
 - Copies of any relevant documents
 - Copies of any relevant witness statements
- The Company will give a written notice of the date, time and place of the disciplinary hearing to the Employees. The hearing will be held as soon as reasonably practicable, but Employees will be given a reasonable amount of time to prepare their case based on the information the Company has given to them
- If there are reasons for conducting any hearing remotely (for example, by using remote working platforms or technologies), the Company will notify Employees of the relevant arrangements and instructions for joining the hearing. If Employees have any questions regarding how to join the hearing remotely, they should inform before the hearing date. The Company recognises that, in some cases, the use of remote working platforms or technologies may not be appropriate (for example, where an Employee has a hearing condition or does not have access to relevant equipment or software). In these cases, the hearing will take place in person where possible



Right to be Accompanied

- Employees may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. Employees must tell the disciplinary or appeal chair who the chosen companion is, in good time before the hearing
- A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so
- If the companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, the Company may ask Employee to choose someone else
- The Company may, at its discretion, allow Employees to bring a companion who is not a colleague or union representative (for example, a member of the Employee's family) if this will help overcome a disability

Procedure at Disciplinary Hearings

- If Employees or their companion cannot attend the hearing, they should inform immediately and the Company will arrange an alternative time. Employees must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If Employees fail to attend without good reason, or are persistently unable to do so (for example for health reasons), the Company may have to take a decision based on the available evidence
- The hearing will usually be chaired by the Manager or another Manager
- At the disciplinary hearing, the Company will go through the allegations against the Employee and the evidence that has been gathered. Employees will be able to respond and present any evidence of their own. The companion may make representations to the Company and ask questions, but should not answer questions on the Employee's behalf. Employee may confer privately with their companion at any time during the hearing
- Employees may ask relevant witnesses to appear at the hearing, provided they give sufficient advance notice to arrange their attendance. Employees will be given the opportunity to respond to any information given by a witness
- The Company may adjourn the disciplinary hearing if there is a need to carry out any further investigations such as re-interviewing witnesses in the light of any new points raised by Employees at the hearing. Employees will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened
- The Company will normally inform Employees in writing of the decision and reasons for it, usually within two weeks of the disciplinary hearing. Where possible the Company will also explain this information to Employees in person

Disciplinary Penalties

- The usual penalties for misconduct or poor performance are set out below:



- **Stage 1: First written warning or improvement notice:** A first written warning will usually be appropriate where there are no other active written warnings or improvement notes on the Employee's disciplinary record
- **Stage 2: Final written warning:** A final written warning will usually be appropriate for:
 - Misconduct or failure to improve where there is already an active written warning or improvement notice on the Employee's record;
 - Misconduct or poor performance that the Company considers sufficiently serious to warrant a final written warning even though there are no other active warnings or improvement notices their their record
- **Stage 3: Dismissal:** Dismissal will usually only be appropriate for:
 - Any misconduct or unsatisfactory performance during the Employee's probationary period;
 - Further misconduct or failure to improve where there is an active final written warning on the Employee's record; or
 - Any gross misconduct regardless of whether there are active warnings on their record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal)
- **Alternatives to dismissal.** In some cases, the Company may at its discretion consider alternatives to dismissal and will usually be accompanied by a final written warning. Examples include:
 - Demotion
 - Transfer to another department or job
 - Loss of seniority
 - Reduction in pay
 - Loss of future pay increment or bonus
 - Loss of overtime
 - Extension of a final written warning with a further review period

The Effect of a Warning

- Written warnings will set out the nature of the misconduct or poor performance, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct or any failure to improve in that active period
- A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months
- After the active period, the warning may remain permanently on their personnel file but will usually be disregarded in deciding the outcome of future disciplinary or capability proceedings



Appeals

- If Employees feel that disciplinary action taken against them is wrong or unjust they should appeal in writing, stating their full grounds of appeal, within one week of the date on which Employees were informed of the decision
- If Employees are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if the Employee's appeal is successful, they will be reinstated with no loss of continuity or pay
- If Employees raise any new matters in their appeal, the Company may need to carry out further investigation. If any new information comes to light, the Company will provide Employee with a summary including, where appropriate, copies of additional relevant documents and witness statements. Employees will have a reasonable opportunity to consider this information before the hearing, and Employees or their companion may comment on any new evidence arising during the appeal before any decision is taken
- The Company will give Employees written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after Employees receive the written notice
- The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the Company's discretion depending on the circumstances of the case. In any event the appeal will be dealt with as impartially as possible
- Where possible, the appeal hearing will be conducted impartially by a more senior Manager who has not been previously involved in the case. Employees may bring a companion with them to the appeal hearing
- The Company may adjourn the appeal hearing if there is a need to carry out any further investigations in the light of any new points raised by Employees at the hearing. Employees will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened
- Following the appeal hearing the Company may:
 - Confirm the original decision;
 - Revoke the original decision; or
 - Substitute a different penalty
- The Company will inform Employees in writing of the final decision as soon as possible, usually within one week of the appeal hearing. Where possible the Company will also explain this to Employees in person. There will be no further right of appeal



4. Data Protection Policy

About this Policy

- This policy sets out how the Employee's personal information will be managed and processed by Tresvista UK Ltd (the "Company")

Definition

- **Automated Decision Making (ADM):** When a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The UK GDPR prohibits Automated Decision Making (unless certain conditions are met) but not Automated Processing
- **Automated Processing:** Any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing
- **Company Personnel:** All Employees, workers, contractors, consultants, directors, members and others
- **Consent:** Agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signifies agreement to the Processing of Personal Data relating to them
- **Criminal Convictions Data:** Personal data relating to criminal convictions and offences, including Personal Data relating to criminal allegations and proceedings
- **Data Controller:** Person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the UK GDPR. The Company is the Data Controller of all Personal Data relating to the Company Personnel and Personal Data used in our business for the Company's own commercial purposes
- **Data Privacy Impact Assessment (DPIA):** Tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programs involving the Processing of Personal Data
- **Data Protection Officer (DPO):** Person required to be appointed in specific circumstances under the UK GDPR. Where a mandatory DPO has not been appointed, this term means a data protection Manager or other voluntary appointment of a DPO or refers to the Company data privacy team with responsibility for data protection compliance
- **Data Retention Policy:** Explains how the organisation classifies and manages the retention and disposal of its information. Time periods for retention are set out in the retention schedule (Attached to the Data Retention Policy)



- **Data Subject:** A living, identified or identifiable individual about whom the Company holds Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data
- **DPA 2018:** The Data Protection Act 2018
- **Explicit Consent:** Consent which requires a very clear and specific statement (that is, not just action)
- **Personal Data:** Any information identifying a Data Subject or information relating to a Data Subject that the Company can identify (directly or indirectly) from that data alone or in combination with other identifiers the Company possesses or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour
- **Personal Data Breach:** Any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach
- **Privacy by Design:** Implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the UK GDPR
- **Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies:** Separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, Employee privacy notices or the website privacy policy) or they may be stand-alone, one time privacy statements covering Processing related to a specific purpose
- **Processing or Process:** Any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties
- **Pseudonymisation or Pseudonymised:** Replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure
- **Related Policies:** Any policies, operating procedures or processes related to this Data Protection Policy and designed to protect Personal Data which are implemented by the Company from time to time



- **Sensitive Personal Data (or 'Special Categories of Personal Data')**: Information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions
- **UK GDPR**: Retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR)

Applicability

- This Data Protection Policy sets out how the Company handles the Personal Data of our customers, suppliers, Employees, workers and other third parties
- This Data Protection Policy applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present Employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject
- This Data Protection Policy applies to all Company Personnel. Employees must read, understand and comply with this Data Protection Policy when Processing Personal Data on our behalf and attend training on its requirements. This Data Protection Policy sets out what the Company expect from Employees in order for the Company to comply with applicable law. Employee must mandatorily comply with this Data Protection Policy. Related Policies may be available to help interpret and act in accordance with this Data Protection Policy. Employees must also comply with all such Related Policies. Any breach of this Data Protection Policy may result in disciplinary action
- This Data Protection Policy (together with Related Policies) is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the DPO

Scope

- The Company recognises that the correct and lawful treatment of Personal Data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. The Company is exposed to potential fines of up to EUR20 million (£17.5 million) or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the UK GDPR
- All departments are responsible for ensuring all Company Personnel comply with this Data Protection Policy and need to implement appropriate practices, processes, controls and training to ensure such compliance
- The DPO is responsible for overseeing this Data Protection Policy and, as applicable, developing and Related Policies. That post is held by Senior Vice President, Compliance
- Employees should contact the DPO with any questions about the operation of this Data Protection Policy or the UK GDPR or if they have any concerns that this Data Protection Policy is not being or has not been followed. In particular, Employees must always contact the DPO in the following circumstances if Employees:



- Are unsure of the lawful basis which they are relying on to process Personal Data (including the legitimate interests used by the Company);
- Need to rely on Consent and/or need to capture Explicit Consent;
- Need to draft Privacy Notices or Fair Processing Notices;
- Are unsure about the retention period for the Personal Data being Processed;
- Are unsure about what security or other measures they need to implement to protect Personal Data;
- Notice that there has been a Personal Data Breach;
- Are unsure on what basis to transfer Personal Data outside the UK;
- Need any assistance dealing with any rights invoked by a Data Subject;
- Are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA or plan to use Personal Data for purposes others than what it was collected for;
- Plan to undertake any activities involving Automated Processing including profiling or Automated Decision Making;
- Need help complying with applicable law when carrying out direct marketing activities; or
- Need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors).

Personal Data Protection Principles

- The Company adheres to the principles relating to Processing of Personal Data set out in the UK GDPR which require Personal Data to be:
 - Processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency);
 - Collected only for specified, explicit and legitimate purposes (Purpose Limitation);
 - Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation);
 - Accurate and where necessary kept up to date (Accuracy);
 - Not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation);
 - Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality);
 - Not transferred to another country without appropriate safeguards being in place (Transfer Limitation); and
 - Made available to Data Subjects and Data Subjects allowed to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).



- The Company is responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability)

Lawfulness, Fairness and Transparency

- **Lawfulness and Fairness:**

- Personal data must be processed lawfully, fairly and in a transparent manner in relation to the Data Subject
- Employees may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The UK GDPR restricts the Company's actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing, but ensure that Personal Data is processed fairly and without adversely affecting the Data Subject
- The UK GDPR allows Processing for specific purposes, some of which are set out below:
 - Data Subject has given his or her Consent;
 - Processing is necessary for the performance of a contract with the Data Subject;
 - To meet legal compliance obligations;
 - To protect the Data Subject's vital interests; or
 - To pursue the Company's legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects
- The purposes for which we process Personal Data for legitimate interests need to be set out in applicable Privacy Notices or Fair Processing Notices
- Employees must identify and document the legal ground being relied on for each Processing activity

- **Consent:**

- A Data Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the UK GDPR, which include Consent
- A Data Subject consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters
- Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if Employees intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented
- Unless the Company can rely on another legal basis of Processing, Explicit Consent is usually required for Processing Sensitive Personal Data, for Automated Decision Making and for cross border data transfers. Usually the Company will be relying on another legal basis (and not require Explicit Consent) to Process most types of



Sensitive Data. Where Explicit Consent is required, Employees must issue a Fair Processing Notice to the Data Subject to capture Explicit Consent

- Employees will need to evidence Consent captured and keep records of all Consents so that the Company can demonstrate compliance with Consent requirements
- **Transparency (Notifying Data Subjects):**
 - The UK GDPR requires Data Controllers to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. Such information must be provided through appropriate Privacy Notices or Fair Processing Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a Data Subject can easily understand them
 - Whenever Personal Data is collected directly from Data Subjects, including for human resources or employment purposes, the Company must provide the Data Subject with all the information required by the UK GDPR including the identity of the Data Controller and DPO, how and why the Company will use, Process, disclose, protect and retain that Personal Data through a Fair Processing Notice which must be presented when the Data Subject first provides the Personal Data
 - When Personal Data is collected indirectly (for example, from a third party or publically available source), Employees must provide the Data Subject with all the information required by the UK GDPR as soon as possible after collecting/receiving the data. They must also check that the Personal Data was collected by the third party in accordance with the UK GDPR and on a basis which contemplates the proposed Processing of that Personal Data

Purpose Limitation

- Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further processed in any manner incompatible with those purposes
- Employees cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless they have informed the Data Subject of the new purposes and they have consented where necessary

Data Minimisation

- Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed
- Employees may only Process Personal Data when performing their job duties requires it. They cannot Process Personal Data for any reason unrelated to their job duties



- Employees may only collect Personal Data that they require for their job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes
- Employees must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data retention guidelines

Accuracy

- Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate
- Employees will ensure that the Personal Data the Company uses and holds is accurate, complete, kept up to date and relevant to the purpose for which it is collected. Employees must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. They must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data

Storage Limitation

- Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed
- Employees must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the legitimate business purpose or purposes for which originally it is collected including for the purpose of satisfying any legal, accounting or reporting requirements
- The Company will maintain retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires such data to be kept for a minimum time
- Employees will take all reasonable steps to destroy or erase from our systems all Personal Data that the Company no longer requires in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete such data where applicable
- Employees will ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice or Fair Processing Notice

Security Integrity and Confidentiality

- **Protecting Personal Data:**
 - Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage
 - The Company will develop, implement and maintain safeguards appropriate to size, scope and business, available resources, the amount of Personal Data that the Company owns or maintains on behalf of others and identified risks (including use of encryption and Pseudonymisation where applicable). The Company will regularly evaluate



and test the effectiveness of those safeguards to ensure security of Processing of Personal Data. Employees are responsible for protecting the Personal Data held by the Company. Employees must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. They must exercise particular care in protecting Sensitive Personal Data from loss and unauthorised access, use or disclosure

- Employees must follow all procedures and technologies put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. They may only transfer Personal Data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested
- Employees must maintain data security by protecting the confidentiality, integrity and availability of the Personal Data, defined as follows:
 - **Confidentiality** means that only people who have a need to know and are authorised to use the Personal Data can access it;
 - **Integrity** means that Personal Data is accurate and suitable for the purpose for which it is processed; and
 - **Availability** means that authorised users are able to access the Personal Data when they need it for authorised purposes.
- Employees must comply with and not attempt to circumvent the administrative, physical and technical safeguards implemented and maintained by the Company in accordance with the UK GDPR and relevant standards to protect Personal Data
- **Reporting a Personal Data Breach:**
 - The UK GDPR requires Data Controllers to notify any Personal Data Breach to the applicable regulator and, in certain instances, the Data Subject
 - The Company has put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where the Company is legally required to do so
 - If Employees know or suspect that a Personal Data Breach has occurred, they should not attempt to investigate the matter by themselves. Employees should immediately contact the person or team designated as the key point of contact for Personal Data Breaches (the DPO). They should preserve all evidence relating to the potential Personal Data Breach

Transfer Limitation

- The UK GDPR restricts data transfers to countries outside the UK to ensure that the level of data protection afforded to individuals by the UK GDPR is not undermined. Employees transfer Personal Data originating in one country across borders when they transmit, send, view or access that data in or to a different country



- Employees may only transfer Personal Data outside the UK if one of the following conditions applies:
 - UK has issued regulations confirming that the country to which the Company transfers the Personal Data ensures an adequate level of protection for the Data Subjects' rights and freedoms;
 - Appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved for use in the UK, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO;
 - Data Subject has provided Explicit Consent to the proposed transfer after being informed of any potential risks;
 - Transfer is necessary for one of the other reasons set out in the UK GDPR including the performance of a contract between the Company and the Data Subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest

Data Subject's Rights and Requests

- Data Subjects have rights when it comes to how the Company handles their Personal Data. These include rights to:
 - Withdraw Consent to Processing at any time;
 - Receive certain information about the Data Controller's Processing activities;
 - Request access to their Personal Data that we hold;
 - Prevent our use of their Personal Data for direct marketing purposes;
 - Ask the Company to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed or to rectify inaccurate data or to complete incomplete data;
 - Restrict Processing in specific circumstances;
 - Challenge Processing which has been justified on the basis of the Company's legitimate interests or in the public interest;
 - Request a copy of an agreement under which Personal Data is transferred outside of the UK;
 - Object to decisions based solely on Automated Processing, including profiling (ADM);
 - Prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
 - Be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
 - Make a complaint to the supervisory authority; and
 - In limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine readable format
- Employees must verify the identity of an individual requesting data under any of the rights listed above (do not allow third parties to persuade Employees into disclosing Personal Data without proper authorisation)
- Employees must immediately forward any Data Subject request they receive to the DPO or any Director



Accountability

- The Data Controller must implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles. The Data Controller is responsible for, and must be able to demonstrate, compliance with the data protection principles
- The Company must have adequate resources and controls in place to ensure and to document UK GDPR compliance including:
 - Appointing a suitably qualified DPO (where necessary) and an executive accountable for data privacy;
 - Implementing Privacy by Design when Processing Personal Data and completing DPIAs where Processing presents a high risk to rights and freedoms of Data Subjects;
 - Integrating data protection into internal documents including this Data Protection Policy, Related Policies, Privacy Notices or Fair Processing Notices;
 - Regularly training Company Personnel on the UK GDPR, this Data Protection Policy, Related Policies and data protection matters including, for example, Data Subject's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel; and
 - Regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement effort

Record Keeping

- The UK GDPR requires us to keep full and accurate records of all the Company's data Processing activities
- Employees must keep and maintain accurate corporate records reflecting the Company's Processing including records of Data Subjects' Consents and procedures for obtaining Consents
- These records should include, at a minimum, the name and contact details of the Data Controller and the DPO, clear descriptions of the Personal Data types, Data Subject types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. In order to create such records, data maps should be created which should include the detail set out above together with appropriate data flows

Training and Audit

- Employees are required to ensure all Company Personnel have undergone adequate training to enable them to comply with data privacy laws. The Company must also regularly test our systems and processes to assess compliance
- Employees must undergo all mandatory data privacy related training and ensure their team undergoes similar mandatory training



- Employees must regularly review all the systems and processes under their control to ensure they comply with this Data Protection Policy and check that adequate governance controls and resources are in place to ensure proper use and protection of Personal Data

Privacy by Design and Data Protection Impact Assessment (DPIA)

- The Company is required to implement Privacy by Design measures when Processing Personal Data by implementing appropriate technical and organisational measures (like Pseudonymisation) in an effective manner, to ensure compliance with data privacy principles
- Employees must assess what Privacy by Design measures can be implemented on all programs/systems/processes that Process Personal Data by taking into account the following:
 - State of the art;
 - Cost of implementation;
 - Nature, scope, context and purposes of Processing; and
 - Risks of varying likelihood and severity for rights and freedoms of Data Subjects posed by the Processing.
- Data controllers must also conduct DPIAs in respect to high risk Processing
- Employees should conduct a DPIA (and discuss your findings with the DPO) when implementing major system or business change programs involving the Processing of Personal Data including:
 - Use of new technologies (programs, systems or processes), or changing technologies (programs, systems or processes);
 - Automated Processing including profiling and ADM;
 - Large scale Processing of Sensitive Data; and
 - Large scale, systematic monitoring of a publicly accessible area
- A DPIA must include:
 - A description of the Processing, its purposes and the Data Controller's legitimate interests if appropriate;
 - An assessment of the necessity and proportionality of the Processing in relation to its purpose;
 - An assessment of the risk to individuals; and
 - Risk mitigation measures in place and demonstration of compliance

Automated Processing (Including Profiling) and Automated Decision Making

- Generally, ADM is prohibited when a decision has a legal or similar significant effect on an individual unless:
 - A Data Subject has Explicitly Consented;
 - Processing is authorised by law; or
 - Processing is necessary for the performance of or entering into a contract.



- If certain types of Sensitive Data are being processed, then grounds (b) or (c) will not be allowed but such Sensitive Data can be Processed where it is necessary (unless less intrusive means can be used) for substantial public interest like fraud prevention
- If a decision is to be based solely on Automated Processing (including profiling), then Data Subjects must be informed when Employees first communicate with them of their right to object. This right must be explicitly brought to their attention and presented clearly and separately from other information. Further, suitable measures must be put in place to safeguard the Data Subject's rights and freedoms and legitimate interests
- The Company must also inform the Data Subject of the logic involved in the decision making or profiling, the significance and envisaged consequences and give the Data Subject the right to request human intervention, express their point of view or challenge the decision
- A DPIA must be carried out before any Automated Processing (including profiling) or ADM activities are undertaken

Direct Marketing

- The Company is subject to certain rules and privacy laws when marketing to the Company's customers. For example, a Data Subject's prior consent is required for electronic direct marketing (for example, by email, text or automated calls). The limited exception for existing customers known as "soft opt in" allows organisations to send marketing texts or emails if they have obtained contact details in the course of a sale to that person, they are marketing similar products or services, and they gave the person an opportunity to opt out of marketing when first collecting the details and in every subsequent message
- The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information
- A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future

Sharing Personal Data

- Generally, the Company is not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place
- Employees may only share the Personal Data we hold with another Employee, agent or representative of the Company's group (which includes the Company's subsidiaries and the ultimate holding Company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions
- Employees may only share the Personal Data we hold with third parties, such as the Company's service providers if:



- They have a need to know the information for the purposes of providing the contracted services;
- Sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- Third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
- Transfer complies with any applicable cross border transfer restrictions; and
- A fully executed written contract that contains UK GDPR approved third party clauses has been obtained

Appropriate Policy Document

- This Data Protection Policy meets the requirement of the Data Protection Act 2018 for an appropriate policy document to be in place when Processing Special Categories of Personal Data
- This Data Protection Policy sets out how PGO will protect Special Categories of Personal Data
- Why the Company processes Special Categories of Personal Data:
 - Assessing an Employee's fitness to work;
 - Complying with health and safety obligations;
 - Complying with the Equality Act 2010;
 - Checking applicants' and Employees' right to work in the UK;
 - Verifying that candidates are suitable for employment or continued employment;
 - Conducting criminal record checks (where appropriate).]
- The Company will Process Special Categories of Personal Data fairly and lawfully and for specified purposes. The Company can Process Special Categories of Personal Data and Criminal Convictions Data only if the Company has a legal ground for Processing and one of the specific Processing conditions relating to Special Categories of Personal Data or Criminal Convictions Data applies. The Company will identify and document the legal ground and specific Processing condition relied on for each Processing activity

Data Category	Lawful Processing Basis	Processing condition for Special Categories of Personal Data
Data concerning health	Compliance with a legal obligation (Article 6 (1)(c) UK GDPR) or necessary for the performance of a contract with the Data Subject (Article 6(1)(b) UK GDPR).	Necessary for the purposes of performing or exercising obligations or rights which are imposed or conferred by law on the controller or the Data Subject in connection with employment, social security or social protection. (Paragraph 1(1)(a), Schedule 1, DPA 2018.)



Racial or ethnic origin data	Compliance with a legal obligation (Article 6(1)(c) UK GDPR).	Necessary for the purposes of performing or exercising obligations or rights which are imposed or conferred by law on the controller or the Data Subject in connection with employment, social security or social protection. (Paragraph 1(1)(a), Schedule 1, DPA 2018.)
Criminal Convictions Data	Compliance with a legal obligation (Article 6(1)(c) UK GDPR) or in the organization's legitimate interests (Article 6(1)(f) UK GDPR) which are not outweighed by the fundamental rights and freedoms of the Data Subject.	Necessary for the purposes of performing or exercising obligations or rights which are imposed or conferred by law on the Controller or the Data Subject in connection with employment, social security or social protection. (Paragraph 1(1)(a), Schedule 1, DPA 2018.) Meets one of the substantial public interest conditions set out in Part 2 of Schedule 1 to the DPA 2018 (such as preventing or detecting unlawful acts).(Paragraph 10(1), Schedule 1, DPA 2018.)
Equal opportunity data	In the organisation's legitimate interests (Article 6(1)(f) UK GDPR) which are not outweighed by the fundamental rights and freedoms of the Data Subject.	Necessary for the purposes of identifying or keeping under review the existence or absence of equality of opportunity or treatment between groups of people specified in relation to that category with a view to enabling such equality to be promoted or maintained. (Paragraph 8(1)(b), Schedule 1, DPA 2018.)

▪ **Controller's Policies on Retention and Erasure of Personal Data:**

- The Company takes the security of Special Categories of Personal Data and Criminal Convictions Data very seriously. The Company has administrative, physical and technical safeguards in place to protect Personal Data against unlawful or unauthorised Processing, or accidental loss or damage. The Company will ensure, where Special Categories of Personal Data or Criminal Convictions Data are Processed that:
 - The Processing is recorded, and the record sets out, where possible, a suitable time period for the safe and permanent erasure of the different categories of data in accordance with the Data Retention Policy
 - Where the Company no longer requires Special Categories of Personal Data or Criminal Convictions Data for the purpose for which it was collected, the Company will delete it or render it permanently anonymous as soon as possible



- Where records are destroyed, the Company will ensure that they are safely and permanently disposed of
- Data Subjects receive a Privacy Notice setting out how their Personal Data will be handled when the Company first obtains their Personal Data, and this will include the period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period. The Privacy Notice is also available [on our website OR on our intranet]

Changes to this Data Protection Policy

- The Company reserves the right to change this Data Protection Policy at any time without notice to Employees. Hence, Employees should regularly check to obtain the latest copy of this Data Protection Policy
- This Data Protection Policy does not override any applicable national data privacy laws and regulations in countries where the Company operates

5. Whistle-Blowing Policy

About this Policy

- TresVista is committed to conducting its business with honesty and integrity and all Employees are expected to maintain high standards. Any suspected wrongdoing should be reported as soon as possible
- This policy covers all Employees, officers, consultants, contractors, casual workers and agency workers
- This policy does not form part of any Employee's contract of employment and may be amended at any time

Definition

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to the Company's business activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

Raising a Complaint and Redressal Mechanism

- The Company recommends that Employees should raise any concerns with their Manager primarily. However, if they prefer not to raise it with their Manager for any reason, they should contact the Senior Vice President and/or the Compliance Department (requests.compliance@tresvista.com)
- The Company will arrange a meeting with the Employee as soon as possible to discuss their concern. Employees may bring a colleague or union representative to any meetings under this policy. Their companion must respect the confidentiality of the Employee's disclosure and any subsequent investigation
- **Maintaining Confidentiality:**
 - The Company hopes that Employees will feel able to voice whistleblowing concerns openly under this policy



- Completely anonymous disclosures are difficult to investigate. However, if Employees want to raise their concern confidentially, the Company will make every effort to keep their identity secret and only reveal it where necessary to those involved in investigating the Employee’s concern
- **External Disclosures:**
 - The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases Employees should not find it necessary to alert anyone externally
 - The law recognises that in some circumstances it may be appropriate for Employees to report their concerns to an external body such as a regulator. The Company strongly encourages Employees to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy
- **Protection and Support for Whistleblowers:**
 - TresVista aims to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken
 - Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If Employees believe that they have suffered any such treatment, they should inform the Whistleblowing Officer immediately
 - Employees must not threaten or retaliate against whistleblowers in any way. If they are involved in such conduct they may be subject to disciplinary action
 - However, if it is concluded that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action

SPOC	Contact Details
Compliance Department	Email: requests.compliance@tresvista.com
Protect (Independent whistleblowing charity)	Helpline: 020 3117 2520 Website: www.protect-advice.org.uk
Financial Conduct Authority (UK Financial Regulator)	Helpline: +44 (0)20 7066 9200 Website: www.fca.org.uk/firms/whistleblowing Email: whistle@fca.org.uk Postal Address: Intelligence Department (ref PIDA), Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN

