

FOLIDAY 复星旅文

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# Fosun Tourism Group Employee Handbook

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[Human Resource Center]

Fosun Tourism Group  
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## Chapter I – About This Handbook

This Handbook is formulated by Human Resource Center of Fosun Tourism Group (or “the Group”, “Company”) in accordance with the *Labor Law of the People’s Republic of China*, the *Labor Contract Law of the People’s Republic of China* and other applicable laws and regulations, and in combination with relevant rules and regulations of the Company.

This Handbook is aimed to clarify the rights and obligations of Fosun Tourism Group and its affiliates (please refer to Annex 1 for details) (hereinafter referred to as the Company) and its employees, and help the employees fully understand the policies, rules and regulations of the Company.

All employees of the Company (including those who have signed employment contracts) shall carefully read, understand and comply with the provisions of this Handbook. Overseas employees shall comply with overseas-related systems and standards developed by the Company in respect of employment, leaves, remunerations and benefits.

Employee Handbook of each industrial group and holding subsidiary of the company may be formulated by reference to this Handbook.

This Handbook is a property and confidential document of the Company, and employees shall properly keep it and return the original copy and all the duplicates hereof at the time of separation.

Due to its continuous development, the Company may need to make modifications, additions or repeals to the relevant policies involved in this Handbook from time to time. It is the responsibility of the employees to review the rules and regulations of the Company referred to in this Handbook, which are released and updated in real time. Each employee is expected to read and comply with the Handbook conscientiously, and in case of any questions, please feel free to consult your manager or the Human Resource Center of the Company.

## Chapter II – About Fosun Tourism Group

Fosun Tourism Group (also known as Fosun Tourism or “FOLIDAY”), is the leader in the leisure tourism industry for families worldwide. Fosun Tourism is a major part of Fosun’s Happiness Ecosystem, which is one of its four strategic business units – Health, Happiness, Wealth and Intelligent Manufacturing. Fosun Tourism has been listed on the main board of the Hong Kong Stock Exchange (01992.HK) since 2018. With the corporate vision of “bring greater happiness to global families”, FOLIDAY is dedicated to establishing “FOLIDAY” as a recognized synonym with a family-focused leisure tourism experience. Our lifestyle proposition, “Everyday is FOLIDAY,” seeks to infuse continuously evolving high quality and concepts of tourism and leisure into everyday living.

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FOLIDAY's business covers "resorts", "tourism destinations" and "leisure services and solutions". The resort business is composed of the French originated, all-inclusive holiday experiences provider "Club Med", the international boutique hotel brand with a laid-back spirit "Casa Cook", and the new collection of lifestyle hotels designed for a new generation of travelers "Cook's Club", etc. Tourism destinations include brands such as the premium one-stop entertainment and leisure tourism destination "Atlantis Sanya", integrated tourism zones "FOLIDAY Town", and professional tourism destination operator "Albion", etc. FOLIDAY has also acquired Thomas Cook, one of the oldest travel brand in the world, and has formed "Thomas Cook" lifestyle platform and travel agency to greatly improve its leisure services and solutions section. FOLIDAY has jointly provided high-quality tourism products and services to consumer by united its culture and entertainment events provider "Fanxiu", the international playful learning club for children "Miniversity", as well as the global membership club "Foryou Club", etc.

FOLIDAY are one of the world's leading leisure-focused integrated tourism groups, and the largest leisure tourism resorts group worldwide in terms of revenue in 2019(quoted from Frost & Sullivan report). Underpinned by the twin drivers of "industrial operations + strategic investment" with a focus on the leisure and tourism needs of families around the world, FOLIDAY is engaged in the entire industry chain of tourism and leisure with integration of global resources. Focusing on organic growth as well as mergers and acquisitions, FOLIDAY rides on Fosun's superior investment capabilities and operational capabilities to seek value investments and acquisitions opportunities in the global leisure tourism industry, to create a C2M tourism ecosystem covering the entire lifecycle and the entire global industry chain.

## Chapter III – Corporate Culture

The Company has gradually formed its own corporate culture system in continuous development. With the corporate vision of "bring greater happiness to global families", FOLIDAY is dedicated to establishing "FOLIDAY" as a recognized synonym with a family-focused leisure tourism experience. Our lifestyle proposition, "Everyday is FOLIDAY," seeks to infuse continuously evolving high quality and concepts of tourism and leisure into everyday living. As an organization keen on learning, we provide a premier platform for our employees to grow together with the Company. Therefore, many top talents are attracted to the company, and they not only have their own career but also help the company's development.

Our cultural values are,  
Start-Up Company Spirit  
Drive to Excellence  
Collaboration  
Learning & Innovation  
People Oriented with Strict Standard on Delivery

## Chapter IV – Employment Relations

### 4.1 Medical Check and On-Board Process

**4.1.1** New employees must do a medical check in designated hospitals arranged by the Company before onboard, and, without authorization, relevant persons of the company are not allowed to notify such employees to be onboard before new employees are confirmed passing the medical check, otherwise any problems arising therefrom (including labor disputes, medical expenses and social insurances) will be borne by relevant responsible persons.

**4.1.2** After receiving the offer, new employees shall personally go through the on-board procedures at the time and place designated by the Company and provide the certificates required in the offer for verification.

**4.1.3** Persons with below conditions are not hired,

Persons are prohibited to be hired according to laws or government policies. (i.e. age below 16 years old)

Persons are prohibited to enter the industry in a certain period by supervision department, when the prohibition period is still effective.

**4.1.4** Formal Employees: A new employee with Shanghai household registration is required to provide his/her labor brochure and certificate of termination of last employment when on board. A new employee without Shanghai household registration shall provide his/her certificate of separation issued by his/her last employer. The Company signs labor contract with him/her. If a new employee cannot provide the above materials and related certificates, the Company will sign a corresponding commitment letter with him/her.

Employees hired after retirement: If a new employee provides the certificate of retirement when on board, the Company signs employment agreement with him/her.

### 4.2 Execution of Contract

**4.2.1** Before signing a labor contract with a new employee, the Company shall truthfully introduce the rules and regulations that concern the direct interests of the employee, such as work contents, working conditions, occupational hazards, remunerations, etc. Meanwhile, the employee shall be obliged to truthfully state his/her own health status, knowledge and skills, work experience and other basic information directly related to the labor contract.

**4.2.2** If the two parties have no objection, the Company will use the standard version of contract for the execution. Any party to the contract shall have the right to propose special clauses, which must be subject to mutual agreement.

**4.2.3** The labor contract must be signed personally and in duplicate by the employee. One of the labor contract shall be kept by the employee.

**4.2.4** The Company may agree on a service period with employee who receives training at

the cost of the Company, as well as sign a confidentiality agreement and agree on non-competition agreement or provision with employee who is in possession of business secrets and have the obligation of confidentiality.

## 4.3 Term of Contract

**4.3.1** The labor contract initially executed by a new employee shall usually have a term of three years, with a probation period of six months, except for special conditions.

**4.3.2** Upon expiry of the labor contract of an employee, the employing department shall proposal the term of the renewed labor contract according to the performance and capability of the employee. The proposal must be approved by the management team of the Company.

**4.3.3** For employees receiving training at the cost of the Company and signing a contract with a service period, the term of their labor contract shall be consistent with the service period or be subject to the agreement.

## 4.4 Changes to the Contract

Changes to the labor contract shall be agreed upon by the two parties in a written agreement, and if no agreement is reached between the two parties, the original labor contract shall continue to be performed. In any of the following conditions, the Company may change an employee's position in his/her original labor contract:

1. The laborer suffers from illness or non-occupational injuries and is unable to do the original work after the expiry of the medical treatment period.
2. The laborer is confirmed to be incompetent for the job as agreed in the labor contract after assessment.
3. The objective conditions when the labor contract is signed have significant changes, preventing the performance of the original labor contract.

## 4.5 Labor Contract with Service Period

If, due to the change of the service period, the term of a labor contract with a service period is shorter than the service period, the term of the labor contract shall be changed so that the term of the contract after change equals at least to the service period.

## 4.6 Contract Renewal

Human Resource Center shall initiate the OA process for the approval of the labor contract 30 days before it expires. Employee's line manager and HRBP shall conduct the scoring and evaluation, and propose the term of contract to be renewed. After approved by head of department, rewards head of HR team, CHO (core employee), the President (core employee), the Company will renew the contract with the employee.

If renewal of the contract is rejected upon the final assessment, the Company will send a *Notice of Labor Contract Termination* to the employee before the contract expires.

If the employee disagrees to renew the labor contract, he/she shall inform Human

Resource Center and employing department before the contract expires. The labor contract will be terminated when it expires and complete the handover and exit procedure in time.

## 4.7 Other Expiry Conditions

In case of retirement, resignation and death of an employee and other events provided by laws and administrative regulations, the labor contract shall expire.

## 4.8 Termination of Contract

Termination of the labor contract shall be subject to relevant provisions of the Labor Contract Law of the People's Republic of China and relevant rules of the Company.

## 4.9 Probation Period Management

**4.9.1** The duration of the probation period of employees and other matters related to the probation period shall be subject to *the Labor Contract Law of the People's Republic of China* and relevant rules of the Company.

**4.9.2** Human Resource Center shall initiate the process of probationary assessment to the employing department one month before the employee's probation ends. Employee's line manager shall conduct the assessment and propose whether the employee shall pass his/her probation on schedule. Afterwards, HRBP will have a probation interview with the employee and then take effective after approved by Human Resource Center.

**4.9.3** An employee will pass the probation on schedule when is confirmed his/her qualification for the position requirement, while fail the probation when he/she is not qualified for the job.

**4.9.4** An employee making special achievements or delivering excellent performance during the probation period can become a formal employee ahead of the schedule. Extension of the probation period shall be subject to *the Labor Contract Law of the People's Republic of China*.

## 4.10 Confidentiality and Non-Competition

**4.10.1** All employees (including new joiners and those transferred internally) must sign a Confidentiality Agreement and Non-Competition Agreement before on board their job to fulfill the obligation of confidentiality and non-competition.

**4.10.2** For employees who have signed non-competition agreement or provisions, the Company will determine whether to initiate the non-competition provisions according to specific circumstances before their separation. If such provisions are initiated, the Company will inform the employees in writing of the specific time frame, compensations and other contents. The period of non-competition shall be a maximum of 24 months from the date of separation.

## 4.11 Separation

**4.11.1** Voluntary Resignation: an employee resigning from the Company shall initiate OA

process of separation (resignation) 30 days in advance (notice period), except as otherwise provided by laws and regulations. The employee shall continue to work and comply with the attendance regulations of the Company during the notice period from his/her submission of resignation application to the date of formal separation.

**4.11.2** The Company shall have a separation interview with the leaving employee to understand the reasons of the resignation, so as to improve the management environment and adjust the HR policies of the Company.

**4.11.3** The employee shall, before separation, fulfill the duty of and ensure the smooth completion of work handover, and go through relevant procedures in accordance with the process of work hand over in OA system.

**4.11.4** Any employees who has signed the Confidentiality Agreement and Non-competition Agreement shall comply with the corresponding responsibilities and obligations of confidentiality upon separation.

#### **4.11.5 Settlement of Payments upon Separation**

Leaving employee's salary and allowance of last month shall be pro-rated based on the actual working days.

Payments owned by the employee as at the date of separation shall be paid to the Company before his/her last working day.

#### **4.11.6 Property of the Company**

Company's property, including computers, business vehicles, access cards, parking permits, keys, other computer equipment, documents and archives, shall be returned to the Company before employee's last working day.

### **4.12 Employee Files**

Employee files are certificates and annexes completed or provided to Human Resources Center by a new employee when onboard, mainly including resumes, copies of ID card and household register, copy of certificate of the highest academic qualification, copy of certificate of the highest profession title, copy of certificate of professional qualification, medical check (issued by the hospital designated by the Company), original copy of labor brochure (only in Shanghai) and certificate of separation issued by his/her latest employer, etc. If employee's information contained in the above files changes, he/she is obliged to notify Human Resource Center in a timely manner.

### **4.13 Labor Disputes**

Any disputes arising due to the execution of Labor Contract shall be settled through conversation first. In case of unwillingness to have conversation or failure to get alignment, the dispute shall be submitted to the board of labor dispute arbitration for arbitration according to the *Labor Law of the People's Republic of China* and the *Labor Contract Law of the People's Republic of China*. Either of the parties may prosecute when they are not satisfied with the arbitration result.



## 4.14 Work Arrangement and Location

The initial work arrangement of each employee is determined at the beginning of the labor relation. The Company have the right to adjust the work duties and work location of an employee according to the business and management needs thorough mutual agreement in a proper condition, in combination with the employee's performance and capability. Such work arrangements may include employee's mobility or transfer to subsidiaries.

## 4.15 Proof of Employment Right in China

In accordance with laws and regulations, the prerequisite for the Company to hire a foreign employee is that such employee has obtained the legally required residence permit and working permit in China. The Company shall assist the employee in completing the necessary steps to obtain such permits, but the employee cannot be formally hired by the Company until he/she has obtained residence permit and employment permit valid for the entire duration of his/her employment in the Company. If the employee fails to obtain or update such permits in time, the labor relation will be terminated accordingly.

## Chapter V – Attendance and Leaves

### 5.1 Working Hours

Employees of the Company shall be subject to the standard working-hour mechanism, working 5 days a week (Monday to Friday) and 8 hours a day, or other working-hour mechanism in some specific positions. The working-hour mechanism is determined in employees' labor contract.

### 5.2 Attendance

**5.2.1** All employees must check in and out through Dingtalk or Company Card each working day. Human Resource Center exports attendance error reports each month. After summarized by Department and signed off by Department Head, the reports shall be submitted to Human Resources Center as the basis of employees' attendance and payroll.

**5.2.2** Entrusted or entrusting card-swiping is strictly prohibited by the Company, and once found, the employee committing such act will be subject to the reward and punishment provisions of the Company.

**5.2.3** An employee who goes out on business in the city, travels or requests for business travel or personal leave of any kind shall log on the company system for prior application. In case of emergency that makes the employee unable to apply for leave in the system in advance, he/she shall inform his/her line manager by phone, Dingtalk message, text message or e-mail, and complete the leave application in the system afterwards in time.

**5.2.4** When an employee's access card is damaged or lost, he/she shall pay the fees to

Finance Department and apply for a new card.

**5.2.5** When an employee does not check in or check out for whatever reasons, he/she shall get approval from the Department Head or initiate an attendance correction procedure. If an employee does not check in or check out more than twice a month (inclusive) and is unable to provide any certificates, Human Resource Center will treat this as full-day or half-day no pay leave.

## 5.3 Leave Application

An employee applying for any kind of leave shall obtain his/her line manager's approval thorough OA system in advance. In case of sickness or emergency that makes an employee unable to obtain an approval in advance, he/she shall inform his/her line manager of the condition by Dingtalk message, text message or e-mail, and submit the leave application through OA system when he/she returns to work. Applying for leaves to anyone else or absence without getting approval in advance is unacceptable.

## 5.4 Overtime and Working Hours Extension

**5.4.1** Employees shall complete their work within standard working hours.

**5.4.2** If an employee has to work outside the standard working hours due to business needs, he/she shall submit an overtime application in OA system and transfer his/her overtime working hours to leaves. This application takes effective after approved by his/her line manager.

**5.4.3** Employees working overtime shall check in and out according to attendance regulations, and submit an overtime application in accordance with the attendance records. If there is difference between attendance records and overtime application, the attendance records shall be used for payroll calculation.

Working overtime without attendance records will not be treated as overtime.

**5.4.4** Working overtime in weekdays, weekends or public holidays without completing overtime application will not be treated as overtime.

## 5.5 Late Arrival and Early Leave

**5.5.1** Human Resource Center sends attendance error reports to all department heads on monthly basis. Any late arrival, early leave and absence confirmed by department head will be dealt with according to the *Regulations on Awards and Penalties*.

**5.5.2** In case of special circumstances such as extreme weather (generally referring to the red warnings), subway malfunction and suspended ferry services due to fog, late arrival will not be dealt with after approved by the Company.

**5.5.3** Early leave for no more than 60 minutes is treated as full-day no pay leave. Early leaves for more than 60 minutes is treated as full-day absenteeism.

## 5.6 Sick Leave

**5.6.1** When an employee applies sick leave, he/she shall, in addition to applying sick

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leave in OA system, provide a sick leave certificate issued by a district hospital or a second-class hospital and above. Sickness certificates issued by a community hospital is acceptable in case of emergency.

An employee applying for sick leaves more than 5 days shall provide a copy of medical records on top of the sick leave certificate.

**5.6.2** If an employee is unable to submit the sick leave certificate on the same day due to the emergency of his/her illness, he/she shall try to inform the head and administrative assistant of the department promptly, and complete relevant procedures with the sick leave certificate afterwards.

**5.6.3** If an employee gets sick and receives medical treatment during business travel in other cities, he/she shall inform the Company in time and submit a certificate issued by a local hospital afterwards.

## 5.7 Personal Leave

The minimum calculation unit of personal leave is half a day. The duration more than half a day and less than one day is calculated as one-day personal leave.

## 5.8 Absenteeism

Absent employees who do not complete any leave procedures (including disapproval of leave or extension of leave) and those verified to have reported fake reasons shall be subject to penalty of absenteeism. In addition to absenteeism deduction in payroll, the Company will impose penalty according to the relevant clauses in the *Regulations on Awards and Penalties*, up to the termination of the labor contract.

## 5.9 Public Holidays

The Public Holidays shall be subject to localized management. Employees are only entitled to the public holidays of their main working locations.

## 5.10 Occupational Injury Leave

Employees applying for occupational injury leave shall be subject to relevant policies published by local government.

## 5.11 Marriage Leave

**5.11.1** An employee applying for marriage leaves shall submit the application in OA system one week in advance and attach his/her marriage certificate. The application takes effect after approval.

**5.11.2** The number of marriage leave days shall be subject to the policies published by local government and shall be used only once.

**5.11.3** The days of marriage leave shall be calculated continuously even with the public holidays.

**5.11.4** An employee getting his/her marriage certificate during his/her employment with the

Company may apply for marriage leave within 6 months. The employee cannot ask the Company to pay remuneration in lieu of marriage leaves.

**5.11.5** Remarried employees shall be entitled to the marriage leaves.

## **5.12 Maternity Leave**

**5.12.1** An employee, once confirmed pregnant, shall inform her line manager, HRBP and Human Resource Center. The maternity leave shall be applied in OA system one week in advance, which takes effective upon approval by relevant management.

**5.12.2** The number of maternity leave days shall be subject to the family planning policy published by local government.

1. Female employee shall be entitled to maternity leaves of no less than 98 days for childbirth, including 15 days pre-maternity leave. Employee suffering from dystocia have additional 15-day maternity leave. Other special conditions shall be subject to the policy published by local government.
2. Male employee shall be entitled to paternity leaves for childbirth of his spouse. The days of paternity leave shall be subject to the policy published by local government. Paternity leave shall be used during the maternity leave (including weekends) of his spouse without public holidays.
3. Female employee receiving prenatal examinations (including examination in first 12 weeks of pregnancy) shall be treated as working hours. The duration of each prenatal examination shall be half a day and an examination certificate issued by the medical care institution shall be provided for the leave procedures.

**5.12.3** Maternity leave must be used continuously and calculated continuously even with weekends and public holidays. The special days of maternity leave shall be subject to the policy published by local government.

**5.12.4** Female employee having spontaneous abortion/abortion in less than 4 months of pregnancy may apply for a 15-30 days' maternity leave as advised by a hospital. In case of spontaneous abortion/abortion after 4 months of pregnancy, the employee may apply for a 42-day maternity leave. Any female employees applying for a spontaneous abortion/abortion leave shall provide a certificate of spontaneous abortion/abortion issued by a second-class hospital as above.

## **5.13 Lactation Leave**

**5.13.1** Female employee, whose child is less than one year old, returning to work after the maternity leave shall be entitled to a one-hour lactation leave. Usually, the female employee may go to work one hour later or leave work one hour earlier, or take the lactation leave for a total of 2.5 days in each month. To determine the option to take the lactation leave, the employee may submit the application upon her own situation, which should be reviewed by Human Resource Center and approved by her line manager and department head. In order to arrange the workload, the employee cannot make adjustments once the option to take the lactation leave is confirmed.

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**5.13.2** If a female employee has difficulties after childbirth and no impact on daily job, she may apply for lactation leave no longer than 6 months and a half. The application takes effective after reviewed by Human Resource Center and approved by department head, HRBP and CHO.

### 5.14 Compassionate Leave

**5.14.1** An employee may apply for 3 days' compassionate leave (including weekends and public holidays) in the event of the death of his/her direct relatives (grandparents, parents and children).

**5.14.2** An employee may apply for 1 day's compassionate leave (including weekends and public holidays) in the event of the death of his/her near relatives (brothers and sisters).

### 5.15 Child-Care Leave

**5.15.1** Married employees with child at 3 years' old and below have 5-day child-care leave. The minimum calculation unit of child-care leave is half a day. The duration more than half a day and less than one day is calculated as one-day personal leave.

Child-Care Leave must be taken within a calendar year without accumulation and is subject to the policy published by local government.

**5.15.2** To apply for child-care leave, the employee shall attach child-birth certificate and get approval from his/her line manager and relevant management.

### 5.16 Paid Annual Leave

**5.16.1** Standards of paid annual leave are as follows:

Continuous Service Years	Days of Paid A/L Entitled
<1 year	3 days
1-2 years (including 1 year)	5 days
2-3 years (including 2 years)	6 days
3-5 years (including 3 years)	7 days
5-7 years (including 5 years)	8 days
7-9 years (including 7 years)	9 days
9-11 years (including 9 years)	10 days
11-13 years (including 11 years)	11 days
13-15 years (including 13 years)	12 days
15-17 years (including 15 years)	13 days
17-19 years (including 17 years)	14 days
>= 19 years	15 days

**5.16.2** Application for annual leave shall be submitted in advance and approved by

relevant management team. Employee's line manager may adjust the annual leave plans proposed by the employee or ask the employee to take annual leave at other period of time according to the business needs, to ensure the business running smoothly.

**5.16.3** In order to ensure the business running smoothly, core management team shall, in principle, not apply for annual leave at the same time before and after long public holidays (Chinese New Year, National Day, etc.).

**5.16.4** Annual leaves can be taken either centrally or separately within a calendar year. The minimum calculation unit is half a day. Unused annual leaves can be postponed to April 1 in the next year. Department head should well plan the annual leave for his/her subordinates.

## Chapter VI – Compensation and Benefits

### 6.1 Remuneration System

Employees' remuneration includes basic salaries, performance bonuses, corporate value growth awards and other special awards, and equity incentives.

**6.1.1** Basic salaries are paid into 12 installments according to the attendance records and determined based on job value, working experience, capability and market competitiveness.

#### **6.1.2** Performance Bonuses

Performance bonuses, also known as variable pay, are linked with company performance and individual performance and paid after performance review. Employees joining the Company before October 1, and still active on December 31 are eligible for annual performance bonus. Employees joining the company on or after October 1 and those left the Company before December 31 are not eligible for annual performance bonus.

Employees join the Company in the middle of the year shall be paid his/her performance bonus on pro-rated basis.

The performance bonuses of employees whose salary changes in the middle of the year shall be calculated separately upon the effective date of salary changes.

The Company has the rights to suspend or revise the actual performance bonus caused by any investigations. An employee with severely violation of disciplines is not eligible for his/her performance bonus (even the actual performance bonuses have been communicated to the employee).

**6.1.3** Corporate Value Growth Awards and other awards are subject to the incentive policies published by the Company.

### 6.2 Allowance

Transportation and Mobile allowance shall be subject to job characteristics.

## 6.3 Salary Calculation

Remunerations are calculated and paid subject to the *Regulations of Compensation and Benefits* by Fosun Tourism Group and policies published by local government.

## 6.4 Salary Payment

**6.4.1** Remunerations are private and confidential. All employees shall be responsible for the confidentiality of remunerations and are not allowed to ask about others' remunerations. Employees can raise their questions directly to Human Resource Center.

**6.4.2** All staffs access to remuneration information must keep it strictly confidential and are prohibited to spread out. Those who violate the confidential principles will face penalty upon on the severity.

**6.4.3** The Company pays the salaries of last month to employees' bank account on the 7th of each month (except weekends and public holidays).

## 6.5 Employee Benefits

The Company provides the benefits including working lunch, Mid-Autumn and Chinese New Year gifts, wedding cash gifts, childbirth cash gifts, birthday cash gifts, funeral compassionate cash, kindergarten fee and annual medical checkup (see the *Regulation of Compensation and Benefits by Fosun Tourism Group*).

Subsidiaries may setup employee benefits accordingly.

### **6.5.1** Social Insurance and Housing Fund

The Company contributes social insurance and housing fund for employees subject to relevant government policies, including pension, medical insurance, occupational injury insurance, unemployment insurance, maternity insurance and housing fund.

## 6.6 Commercial Insurance

**6.6.1** The Company enrolls all new joiners in AD&D, traffic accident insurance, critical illness insurance, supplementary medical insurance, group life insurance, etc.

**6.6.2** The Company enrolls foreign employees in commercial medical insurance.

## 6.8 Team Building

The Company sets up budget of special expenses for team building in each department, and each department may organize team-building activities within the budget.

## 6.9 Taxation

The Company withholds the individual income tax for employees in China, subject to *China Taxation Law*.

## Chapter VII – Performance Management

Performance management is a set of systematic tools for business management and strategic management, not just a set of tools for HR assessment. Performance management is a process, which breaks down Fosun Tourism Group's strategy to departments and every employee by clarifying priorities that must be done to achieve the strategy and implementing the strategy through counseling, assessment, and motivation. Therefore, performance management is not only concerned about the past, but also more concerned about the future.

In the process of performance management, it is necessary to achieve consensus on what goals to be met and how to meet such goals, and to improve the possibility of meeting the work objectives through continuous communication, feedback, and counseling, thus improving the work performance of the team. Therefore, all employees of the Company shall actively cooperate with and participate in the whole process of performance management, including goal setting, process counseling, performance evaluation, and performance incentive.

### 7.1 Principles of Performance Management

Be result-oriented and help achieve the Group's overall strategic objectives; combine qualitative and quantitative assessments and make a comprehensive judgment on employees' performance; conduct a regular performance review and annual performance assessment, strengthen process management of assessment and help employees achieve personal growth and performance improvement.

### 7.2 Performance Assessment Cycle

The Company usually sets the performance assessment objectives at the beginning of each year, reviews the completion of stage objectives on a regular basis, and conducts comprehensive evaluation and assessment on the completion of the annual performance at the end of the year. Specific assessment cycle shall be subject to measures of the year on the management of performance assessment.

### 7.3 Performance Assessment and Incentive

The annual assessment is divided into five levels, namely (A) Outstanding, (B) Exceeded Expectations, (C) Met Expectations, (D) Below Expectations, and (E) Far Below Expectations. According to the performance assessment results, the Company will implement pre-set development and performance incentive policies, including incentives by remunerations, promotion, benefits, and training. At the same time, the Company will analyze and check on employees with poor performance, and pertinently arrange performance improvement program, on-the-job training, transfer, or even elimination of such employees.

### 7.4 Performance Improvement Process

If an employee fails to meet the criteria expected by the Company in the fulfillment of



his/her assigned duties, or if the performance assessment result is (D) Below Expectations, he/she will enter the performance improvement process, and the department head/superior/the HR Department will advise the employee of his/her deficiencies in the work and give the employee an opportunity to improve his/her performance.

If, after the improvement process, the employee's performance still fails to meet the expected level of the Company or the annual assessment result is (E) Far Below Expectations, his/her labor contract will be terminated.

## Chapter VIII – Promotion Management

Through promotion management, the Company regulates the process and system for the promotion of employees' positions and ranks, inspires the work enthusiasm and passion of employees, creates a fair, just, and open competitive atmosphere, and improves the talent growth mechanism of the Company.

### 8.1 Promotion Conditions

1. Be in line with the requirements of corporate culture values.
2. In principle, candidates for promotion must be formal employees with a service period of more than 6 months (inclusive) in the Company.
3. Be competent for the current job, and the level of recent performance assessment is (B) Exceeded Expectation or above.
4. Meet the criteria of the job post proposed to be promoted to and have the qualifications and ability required for the job.
5. Have good performance or contribution in internal collaboration (such as talent recommendation and cross-departmental/sectoral collaboration support).

### 8.2 Promotion Method

Employee promotion is divided into regular promotion and special promotion. The company will initiate a promotion process and implement a promotion plan based on the comprehensive assessment of the staff at the middle/end of the year, which will take effect after the promotion review and submission to the Board of Directors for decision and approval.

### 8.3 Promotion Process

1. Completion of the Promotion Recommendation Form in case of an application by department, or completion of the Self-recommendation Form by employee.
2. Approval by assisting the head of the department.
3. Promotion evaluation organized by the HR Department.

4. Completion of promotion evaluation and approval process.
5. Feedback to an interview with the candidate by department head.
6. Notice of promotion.

## Chapter IX – Training Management

Talent is the core competitiveness of an enterprise. Fosun Tourism Group regards the common development of the enterprise and its employees as one of the most important responsibilities and continuously strives to provide more and better career development opportunities and a working environment for employees. Through the continuous growth and structural optimization of the organization, Fosun Tourism Group promotes the integration and cooperation of the team, continues to build an elite cultural organization, and pursues the vision of the common development of the group and employees. The relevant operational procedures refer to the Fosun Tourism Group Staff Training Management Regulations.

## Chapter X – Awards and Penalties

### 10.1 Principles of Awards and Penalties

Awards shall be based on various management systems, job responsibilities and job requirements, and the employee code of conduct of the Company.

Handling of awards and penalties shall be timely, fair, impartial, and open.

The terms of awards focus on advocating for employees to create value, gain honors, and control risks for the Company in addition to their work; the terms of penalty are intended to supervise employees to comply with codes, rules, and regulations and labor disciplines of the Company as well as with professional ethics and codes of conduct.

Award methods combine moral encouragement and material awards, and penalty methods combine persuasion and penalties.

Judging criteria of awards and penalties are strict in nature, and employees with performance significantly beyond the Company's basic requirements will be awarded; those with performance below the Company's basic requirements or in violation of relevant provisions of the company shall be given the appropriate penalty.

### 10.2 Classification of Awards and Penalties

Awards include mention, awards, and major awards.

#### 10.2.1 Mention

1. The employee discovers, points out, or properly handles problems outside his/her

duties, thus preventing economic losses to the Company.

2. The employee actively works with other departments and receives unanimous praise from other departments.
3. The employee wins social honorary titles at the district or county level.
4. The employee is courageous to take on the responsibility and properly handle unexpected or disaster events, thus avoiding or reducing economic losses to the Company.
5. The employee resists unhealthy tendencies and reports bad behaviors, thus avoiding or recovering economic losses to the Company.
6. The employee is actively involved in public welfare undertakings, and disseminates, practices, and promotes the corporate culture and social responsibility.
7. The employee makes rational proposes to the Company, which bring actual management results or economic results after adoption.
8. The employee makes a contribution to the Company in the training and recommendation of talents.
9. Other behaviors that the Company deems necessary to mention.

## **10.2.2 Awards**

1. The employee discovers points out, or properly handles problems outside his/her duties, thus preventing large economic losses to the Company.
2. The employee actively works with other departments and provides significant support or brings good returns in major projects.
3. The employees win social honorary titles at the provincial, municipal or ministerial level.
4. The employee is courageous to take on the responsibility and properly handle unexpected or disaster events, thus avoiding or reducing large economic losses to the Company.
5. The employee resists unhealthy tendencies and reports bad behaviors, thus avoiding or recovering large economic losses to the Company.
6. The employee is actively involved in public welfare undertakings, which has a profound meaning in the construction of social spiritual civilization and performance of corporate social responsibility by the Company.
7. The employee actively disseminates, advocates, and practices corporate culture, which has a profound meaning in the development and promotion of corporate culture.
8. By the news media or social departments concerned, help to establish the company's reputation and brand.

9. The employee plans and undertakes major activities of the Company, with significant results.
10. The employee who has been mentioned twice a year.
11. The employee makes rational proposes to the Company, which bring actual management results or economic results after adoption.
12. The employee makes a remarkable achievement in the training and recommendation of talents.
13. Other behaviors that the Company deems necessary to give awards.

### **10.2.3 Major Awards**

1. The employee discovers, points out, or properly handles problems outside his/her duties, thus preventing significant economic losses to the Company.
2. The employee actively works with other departments, as well as plays an important role, and brings significant returns in major projects of the Company.
3. The employees win social honorary titles at the national level.
4. The employee is courageous to take on the responsibility and properly handle unexpected or disaster events, thus avoiding or reducing significant economic losses to the Company.
5. The employee resists unhealthy tendencies and reports bad behaviors, thus avoiding or recovering significant economic losses to the Company.
6. The employee is actively involved in public welfare undertakings, which has a significant meaning in the construction of social spiritual civilization and corporate social responsibility.
7. The employee actively disseminates, advocates, and practices corporate culture, which has a significant meaning in the development and promotion of corporate culture.
8. The employee receives praise from news media or relevant social departments, which has a significant meaning in the establishment of corporate reputation and brand.
9. The employee receives awards twice a year.
10. Other behaviors that the Company deems necessary to give major awards.

### **10.2.4 Award Methods**

1. Mention:
  - a) Mention: through the issuance of documents, morning meetings, meetings, e-mail or OA website, and other channels to give notification of praise, by the company or the person in charge, the scope of the notification depends on the

specific award behavior.

- b) Appropriate additional points may be considered in the year-end performance assessment.

## 2. Awards

- a) Recommend annual awards at the BG level, e.g. "XX BG Excellence Award", "Talent Scout Award", etc. Then will be notified at the Group level.
- b) Appropriate additional points may be considered in the year-end performance assessment.

## 3. Major Awards

- a) Recommend annual awards at the Group level, e.g. "Outstanding Manager", "Outstanding Employee of the Year", etc. Then will be notified at the Group level.
- b) Other immediate awards: the amount of awards and awards depending on different circumstances, the company's leaders to participate in the discussion of the final determination.

### **10.3 Award Declaration and Review Process**

The person in charge of human resources of the employee's department or the Group Human Resources Centre will fill in the "Award Application Form" and submit the award application. The application will be submitted to the department head, department co-manager, general manager of the HR Centre, and president for approval before implementation.

### **10.4 Classification of Penalty**

Penalties include verbal warning, written warning, serious warning, and termination.

#### **10.4.1 Verbal Warning**

1. The employee is in violation of relevant provisions of the company on attendance management by being absent for one day without reason or having two times of late arrival or early leave (deduction of wages will be applied at the same time in accordance with provisions of attendance and leave management); the employee fails to attend morning class or group meetings.
2. The departmental head neglects management of attendance and other management of employees of the department.
3. The employee is in violation of the confidentiality principle of the company and fails to properly store confidential documents or data when leaving his/her seat in the office.
4. The employee fails to rationally control his/her personal feelings and clashes with his/her colleagues, preventing others from normal work, or makes loud noise, plays, or clamors in working place, hindering others' work and ignoring others' advice.
5. The employee is in violation of the following provisions of the company and refuses to

correct after being pointed out by others:

- a) Smoking in the non-smoking area of the company.
  - b) Damaging the office environment and affecting public health.
6. The employee causes losses or damages to the company by unintentional acts, with relatively minor circumstances, and can timely recognize the error and repay the losses or make up the damages.
  7. Other behaviors that are in violation of relevant rules and regulations of the company shall be punished by a verbal warning.

#### **10.4.2 Written warning (note: a written warning may be given if an employee receives two verbal warnings in a year.)**

1. The employee is in violation of relevant provisions of the company on attendance management by being absent for two days without reason or having three times of late arrival or early leave (deduction of wages will be applied at the same time in accordance with provisions of attendance and leave management).
2. The employee is in violation of the confidentiality principle of the company and communicates with or asks others about the information on employee remunerations.
3. The employee spreads improper remarks or forges distorting information, bringing impact on others or the company.
4. The employee uses profane or abusive language or makes impolite gestures to colleagues, or spreads improper remarks or information that bring impact the reputation of others.
5. Repeated violations of the company's rules which, although less serious, are incorrigible.
6. The employee damages the interests of the company, including but not limited to the following cases, resulting in an economic loss of no more than RMB20,000 (inclusive) to the company:
  - a) Neglecting his/her duties or violating the work process.
  - b) Failing to take active measures on accidents that can be prevented.
7. Other behaviors that are in violation of the relevant rules of the company shall be punished by a written warning.

#### **10.4.3 Serious warning (note: a serious warning may be given if an employee receives two written warnings in a year.)**

1. The employee is in violation of relevant provisions of the company on attendance management by being absent for three days without reason or having four times of late arrival or early leave (deduction of wages will be applied at the same time in accordance with provisions of attendance and leave management).

2. The employee damages the interests of the company, including but not limited to the following cases, resulting in an economic loss of no more than RMB20,000 (inclusive) to the company:
  - a) Using corporate resources to seek personal gains.
  - b) Intentionally damaging public property or wasting company resources.
  - c) Engaging in external business activities that are in conflict with the business of the company.
  - d) Accepting or asking for property or property interests from business units and individuals as well as objects being managed and providing services, or violating the provisions by accepting valuable favors in business dealings.
  - e) Violating laws and regulations in business activities by giving or accepting valuable favors for improper benefits.
3. The employee damages the interests of the Company, including but not limited to the following cases, resulting in an economic loss of RMB20,000-50,000 (inclusive) to the Company:
  - a) Neglecting his/her duties or violating the work process.
  - b) Failing to take active measures on accidents that can be prevented.
4. The employee is in violation of the confidentiality principle of the Company by disclosing remuneration information and infringing upon trade secrets, or is in violation of the information security management provisions of the Company.
5. The employee is in violation of the principle of honesty and integrity and has acted without good faith, including but not limited to the following acts:
  - a) Misrepresenting work performance and forging work records.
  - b) Falsifying events, data, documents, and records.
  - c) Harboring employees' violations of company rules.
6. The employee spreads improper remarks or forges distorting information, bringing a large impact on others or the Company.
7. The employee maliciously attacks, frames or harms colleagues in the Company or creates disturbances, bringing a large impact.
8. The employee interferes with and affects the normal operation and management order of the Company.
9. The working status and ability of the employee cannot meet the job requirements, including:
  - a) Disobeying the reasonable guidance and work arrangements of the manager.
  - b) Being slack in work or engaging in things having nothing to do with the work

during working hours.

10. Other behaviors that are in violation of the relevant rules of the Company shall be punished by a serious warning.

#### **10.4.4 Termination (note: The termination may be given if an employee receives two serious warnings in a year.)**

1. The employee is in violation of relevant provisions of the company on attendance management by being absent for more than three days without reasons or having more than four times of late arrival or early leave, and by entrusted or entrusting card-swiping or misrepresenting abnormal reasons for attendance (deduction of wages will be applied at the same time in accordance with provisions of attendance and leave management).
2. Engaging in malpractices or insider dealings.
3. Taking advantage of his/her position to embezzle, steal, defraud or appropriate group property or set up a private coffer and distribute money in it.
4. Transferring or accepting financial resources for improper benefits in violation of laws and regulations in the course of business activities.
5. The employee damages the interests of the company, including but not limited to the following cases, resulting in an economic loss of more than RMB20,000 to the company:
  - a) Using corporate resources to seek personal gains.
  - b) Intentionally damaging public property or wasting company resources.
  - c) Engaging in external business activities that are in conflict with the business of the company.
  - d) Accepting or asking for property or property interests from business units and individuals as well as objects being managed and providing services, or violating the provisions by accepting valuable favors in business dealings.
6. The employee damages the interests of the company, including but not limited to the following cases, resulting in an economic loss of more than RMB50,000 to the company:
  - a) Neglecting his/her duties or violating the work process.
  - b) Failing to take active measures on accidents that can be prevented.
7. The employee is in serious violation of the confidentiality principle of the company by intentionally infringing upon trade secrets of the company, or is in serious violation of the information security management provisions of the company, or is in serious violation of the intellectual property provisions of the company.
8. The employee is in serious violation of the principle of honesty and integrity and has



acts without good faith, including but not limited to the following acts:

- a) Providing false or forged entry information and personal information (such as ID certificate, qualification certificate, resume certificate, and physical examination certificate).
  - b) Being absent or taking leaves by malingering (including but not limited to providing a false medical certificate).
  - c) Stealing, altering, or forging company files/seals/information/original documents/original records and important documents.
  - d) Falsification, misrepresentation, or omission of information, data, documents, or records.
  - e) Harboring employees' illegal acts, with serious circumstances.
9. The employee spreads improper remarks or forges distorting information, bringing serious impact on others or the Company.
  10. The employee harasses, abuses, assaults, or threatens colleagues in the Company or otherwise causes physical and mental harm to others.
  11. The employee deliberately incites employees to make trouble or be slack in work, seriously affecting the normal work order of the Company.
  12. The employee seriously interferes with or affects the normal operation and management order of the Company.
  13. The working status and ability of the employee cannot meet the job requirements, including:
    - a) Disobeying the reasonable guidance and work arrangements of the manager, which reoccurs after persuasion.
    - b) Being slack in work or engaging in things having nothing to do with the work during working hours, and refusing to correct after being pointed out by the manager or having specially serious circumstances.
  14. Other behaviors in serious violation of professional ethics or employee code of conduct of the Company.
  15. Receiving two serious warnings in a year.
  16. Other cases subject to termination of labor contract as provided by labor laws and regulations.

#### **10.4.5 Penalty Methods**

1. Verbal Warning
  - a) The person concerned shall be notified verbally by the human resources center or the hiring department, by way of persuasion or warning, by Human Resources

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Management Centre for record.

- b) Refund or compensation for actual damages caused to the company or others as a result of the violation.
- c) Performance level should be reduced in the current year as appropriate.

## 2. Written Warning

- a) The person concerned shall be notified in writing by the human resources center or hiring department, by the human resources center for record.
- b) Depending on the situation, informed by meeting, e-mail, or OA website.
- c) Refund or compensation for actual damages caused to the company or others as a result of the violation.
- d) The performance level shall be reduced in the current year as appropriate, and the performance level evaluation shall not be (A) Outstanding or (B) Exceeded Expectations and shall not participate in the company's annual merit evaluation.

## 3. Serious Warning

- a) The person concerned shall be notified in writing by the human resources center or hiring department, by the human resources center for the record.
- b) Depending on the situation, informed by meeting, e-mail, or OA website.
- c) Refund or compensation for actual damages caused to the company or others as a result of the violation.
- d) In principle, the current year's performance level evaluation shall be (E) Far Below Expectations and cannot participate in the company's annual merit evaluation.

## 4. Termination

The person concerned shall be notified in writing by the human resources center or hiring department, by the human resources center for the record. The employment contract is terminated in accordance with the company's regulations, without severance and lieu of notice.

- a) Compensation according to the actual damage caused to the company or others, and legal responsibility if necessary.
- b) Any bonus not paid before the date of termination of employment contract will not be paid.

## Chapter XI – Behavior Norms

### 11.1 Rights of Employees

1. Employees have the civil and political rights provided for in the Constitution and other rights granted by Chinese law, which shall be inviolable.
2. Employees have the right to safety and protection at work.
3. Employees have the right to participate in democratic management within the company.
4. Employees have the right to make suggestions and evaluations for the development of the company.
5. Employees have the right to be paid for their work and to receive benefits in accordance with company regulations.
6. Employees have the right to appeal to the company.
7. Employees have the right to apply to the government labor administration for conciliation and arbitration or to take the matter to court in the event of a labor dispute.

### 11.2 Duties of Employees

Employees shall consciously abide by the laws and regulations of the country as well as the rules and regulations of the company, ensure the professionalism of their behavior in any work-related situations, and refrain from any behavior that may damage the reputation and interests of the company. Employees shall be responsible for ensuring that other employees also abide by the rules and regulations of the company.

### 11.3 Employee Access Card

Employees are issued an employee card on the first day of employment with the Company. The employee card serves the dual purpose of employee identification and clocking for attendance record. Employees must put on their employee cards at all times on work premises. Loss of employee cards should be reported to the HR Department immediately for the cards to avoid other losses.

### 11.4 Reception

1. Visitors shall register at the front desk.
2. Visitors shall be received in a warm and friendly manner, generally in a meeting room or designated area.

### 11.5 Green Office

The Company advocates for employees to cherish each item and use limited resources wisely. Employees shall develop a good habit of saving electricity, water, and paper.

## 11.6 Honesty and Self-discipline

Employees are not allowed to accept any gifts, entertainment, or other cash equivalents from individuals or organizations that have or seek to have a business relationship with the Company. On the rare occasions when refusing to accept the gift or entertainment may be detrimental to the company's interests, employees may temporarily accept the gift or entertainment, but shall promptly hand them over to and register with the relevant department.

## 11.7 Internet and Corporate E-mail Usage

Electronic equipment and communication systems of the Company are only provided to be used by employees for the purpose of work. All information stored in or transmitted through company equipment (including electronic systems) is deemed to be the property of the Company. All employees shall comply with the Information Security Management System of Fosun Tourism Group. All of the work information, and the information and contents released on behalf of individuals after certification by the company may also be disclosed or reviewed in regulatory, litigation, and internal investigations in any areas worldwide.

Employees shall be noted that any violation of the Information Security Management System of Fosun Tourism Group may be subject to penalty and even termination of the labor contract. Those who constitute a crime will be referred to judicial authorities in accordance with the law.

## Chapter XII – Communications, Appeals & Reporting

### 12.1 Communications

The company promotes open communication and exchange between the company and its employees and between employees.

**12.1.1** Employees can learn about the company's relevant information through various forms such as the intranet, newsletters, and newspapers; the company encourages employees to propose opinions and suggestions to the company's development and provide them to the company through effective channels.

**12.1.2** In order for employees to establish a harmonious relationship of mutual trust with their superiors, colleagues, and subordinates, the company recommends that employees communicate as follows:

1. Employees shall discuss any problems they encounter at work immediately with colleagues and managers to solve these problems.
2. Employees are encouraged to discuss with their managers and managers' managers when their managers are unable to work with them to solve the problem.
3. Employees are allowed to discuss with their manager's manager when they have

some problems that are inconvenient to discuss with their manager.

## **12.2 Appeals**

**12.2.1** If an employee has doubts or is dissatisfied with the work arrangements and regulations of the company and the relevant decisions on awards and penalties, he/she may appeal to the head of his/her department, the head of the Human Resources Center, and group leaders.

### **12.2.2 The appeal should be submitted in writing.**

### **12.2.3 Process for dealing with appeals.**

1. The head of the department receiving the employee's appeal should listen carefully and fully understand the incident and reasons for the appeal upon receipt.
2. The head of the department must, after talking with the employee, promptly report the reasons for the employee's appeal to the HR Department, and explain the relevant regulations of the company to the employee in person, together with the Human Resources Centre, as soon as possible.
3. If there is a need to correct the existing result, the Human Resources Centre shall make a corrective action plan as soon as possible and submit it to the manager for approval and then provide timely feedback to the employee.
4. Human Resources Centre must inform the employee of the time taken to process the appeal upon receipt in cases involving a significant change in company policy.
5. If the employee is dissatisfied with the appeal processing result, he/she may submit it to the arbitration committee with jurisdiction over labor disputes in accordance with the Labor Law of the People's Republic of China and the Labor Contract Law of the People's Republic of China; if the employee is dissatisfied with the arbitration award, he/she may sue in the people's court with jurisdiction.
6. During the appeal processing period, the employee shall still strictly abide by the company's rules and regulations of the company, and shall not affect their normal work. Those who violate the rules and regulations will be handled by the company in accordance with the relevant regulations.

## **12.3 Reporting**

Fosun Tourism Group encourages all employees worldwide to report and make well-intentioned report about fraud and unethical behavior that they discover or are informed of. We have established an anti-retaliation system to strictly protect well-intentioned whistle-blowers and relevant witnesses from any unfair treatment as a result of their testimonial behavior.

### **12.3.1 Definition**

Whistle-blower: a person or organization making a disclosure of fraud or unethical behavior, which could be an employee, job applicant, supplier, contractor, customer, or

member of the public.

Well-intentioned report: the reporting behavior is not motivated by malice or personal interest, and the whistle-blower has a reasonable basis to believe that the content of his or her report is true.

Fraud: the intentional act of using deception, concealment, or other means to obtain an improper or illegal advantage that results in financial or non-financial loss to the company.

Unethical behavior: unethical behavior includes, but is not limited to, the following examples: violation of laws, regulations or company policies; danger to public safety and health; negligence, malfeasance; bribery and corruption; conduct that may damage the company's reputation; unauthorized disclosure of confidential information; and sexual harassment. Sexual harassment.

First recipient of the report: member of the Group Disciplinary Committee; Group head of Audit and Integrity.

Report assessment members shall be selected from the following departments: Legal Department; Risk Control Department; Human Resources Department; Finance Department.

## **12.3.2 Reporting and Investigation Procedure**

### **12.3.2.1 Reporting**

1. The whistle-blower may report the appeal to his/her manager or local human resources representative ("local management").
2. The whistle-blower shall report to the Group Risk Control Department through the following channels if the report cannot be resolved satisfactorily.
  - a) Please email [foliday\\_compliance@fosun.com](mailto:foliday_compliance@fosun.com).
  - b) Please dial 021- 23156857.

### **12.3.2.2 Investigation**

Upon receipt of a report, the report should be forwarded to the "first recipient of the report". All reports and related information will be kept in accordance with the file management regulations of Fosun Tourism Group. The relevant member of the report assessment will review the report content and decide whether to accept the report. If the report is accepted, dedicated investigators will be arranged to complete the investigation, ensuring that appropriate channels and resources are used to complete the investigation. The investigation will be completed using appropriate channels and resources and in accordance with the principles of fairness, impartiality, and confidentiality to all parties involved.

### **12.3.2.3 Assessment**

Upon completion of the investigation, the whistle-blowing Assessment member will complete a summary report of the investigation based on the findings and the evidence

obtained. Based on the investigation summary report, the Committee will decide whether to implement remedial and disciplinary measures; and the whistle-blower will be informed of the outcome of the investigation by a person (where appropriate).

## **Chapter XIII – Supplementary Provisions**

**13.1** Human Resource Center of Fosun Tourism Group shall be responsible for the interpretation of this Handbook.

**13.2** In case of any conflicts between Chinese version and English version of this Handbook, the Chinese version shall prevail.

**13.2** In case of any conflicts between this Handbook and national laws and regulations, the latter shall prevail.

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## Annex 1: List of Fosun Tourism Group and its affiliates

Fosun Tourism Group and its affiliates including but not limited to:

上海复星旅游管理有限公司

北京修平国际旅行社有限公司

酷怡国际旅行社（上海）有限公司

酷怡国际旅行社（上海）有限公司北京分公司

上海泛宥信息科技有限公司

上海泛宥文化传媒有限公司

三亚泛宥信息科技有限公司

上海复星爱必依酒店和度假村管理有限公司

上海复星爱必依旅游发展有限公司

上海复星泛秀演艺有限公司

上海复星建筑规划设计有限公司

上海复星旅文酒店管理有限公司

上海美托文化发展有限公司



### Commitment for Honest Practices

Employees shall consciously observe laws and disciplines, faithfully safeguard the interests of the company, engage in honest practices, be loyal to their duties, and shall not take advantage of their authority and work to seek improper interests or damage the interests of the company. The following acts are prohibited:

1. Violation of the rules and regulations of the company by going beyond the authority, being slack in work, or committing an omission, thus damaging the interests or reputation of the company;
2. Use of business channels, business information, trade secrets, intellectual property, and other group resources acquired in the job to engage in personal profitmaking activities;
3. Violation of provisions by using or taking advantage of business hospitality expenses and office expenses for private ends;
4. Concealment or false report of major events, major accidents, or operating results;
5. Receipt of part-time remuneration without reporting and approval, or investment in or acceptance of free shares of companies engaged in a similar business with the company or have a business relationship with the company;
6. Receipt of or asking for valuable favors, gifts, and entertainment from business units and individuals as well as objects being managed and providing services, or violation of provisions by appropriating gifts and cash equivalents;
7. Taking advantage of the job to embezzle, steal, defraud or appropriate group property or set up a private coffer and distribute money in it;
8. Violation of laws and regulations in business activities by giving property for improper benefits;
9. Obtaining professional titles, qualifications, or degrees by improper means, or engaging in other activities in conflict with social morality and professional ethics;
10. Other acts that damage the interests and reputation of the company.

## Annex 3: Commitment for No Part-time Job and No Dual Employment

### Commitment for No Part-time Job and No Dual Employment

I hereby commit that I will not commit the following acts that are in violation of laws and corporate systems in accordance with relevant provisions of the *Labor Contract Law* and other laws of the People's Republic of China, as well as relevant provisions of rules of Fosun Tourism Group such as Regulations on Administration of Rewards and Punishments:

1. Engage in other part-time jobs without written permission of the Company;
2. Establish a dual employment relationship with companies other than Fosun Tourism Group.

### **Commitment for Business Travel**

I undertake not to engage in any of the following business activities on behalf of the company abroad:

- (1) to sign any commercial documents abroad on behalf of the company;
- (2) negotiate and make decisions on the core terms of commercial documents (or the main terms and details of the documents, which are binding on the Employer) on behalf of the company;
- (3) purchasing or disposing of the property of the company abroad on behalf of the company;
- (4) leasing fixed office and business premises overseas on behalf of the company;
- (5) to engage in business or profit-making activities abroad on behalf of the company;
- (6) representing the company abroad on the same or a related project for more than 90 consecutive or aggregate days in any 12-month period

If any of the above situations is expected to be unavoidable, I undertake to inform the Tax Department of the company at first time.

## Annex 5: Written Guideline for the Company's Securities Transactions by Employees

### Written Guideline for the Company's Securities Transactions by Employees

#### General Principles:

In accordance with the Appendix 14 Corporate Governance Code and Corporate Governance Report of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules"), the Company should establish written guidelines no less exacting than Appendix 10 Model Code For Securities Transactions By Directors Of Listed Issuers of the Listing Rules for Relevant Employees (as defined below) in respect of their dealings in the issuer's securities. The Company has adopted Appendix I Model Code For Securities Transactions By Directors / Employees (the "Code").

#### Definition of Relevant Employee:

Relevant Employee includes any employee or a director or employee of a subsidiary or holding company who, because of his office or employment, is likely to possess inside information in relation to the issuer or its securities.

#### Guideline:

1. Absolute Prohibition: Relevant Employee is absolutely prohibited to trade the Company's securities in the following circumstances, including:

- 1) possesses price-sensitive information that has not been disclosed;
- 2) during the period of 60 days immediately preceding the publication date of the annual results;
- 3) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results.

2. Notice: Prior to trading the Company's securities, the Relevant Employee must submit to the Office of Board Secretary of the Company a written notice regarding the proposed transaction of the Company's securities for the approval by the board of directors of the Company (the "Board") (Please refer to Appendix II) via OA system. No securities of the Company shall be traded before a written confirmation from the Board is received.

3. Special Circumstances: If the Relevant Employee is proposed to trade the Company's securities in special circumstances (i.e. addressing urgent financial commitment), whose transaction is prohibited by the Guideline, the Board will exercise discretion to deal with the case.

I have read Model Code For Securities Transactions By Directors / Employees and undertake to strictly comply with the requirements in Written Guideline for the Company's Securities Transactions by Employees.

Signature of employee: \_\_\_\_\_

## Acknowledgment of Receipt for Employee Handbook

I have received and read the "Employee Handbook of Fosun Tourism Group", "Commitment for Honest Practices", "Commitment for No Part-time Job and No Dual employment", "Commitment for Business Travel", and "Written Guideline for the Company's Securities Transactions by Employees", and know the way to view the annexes is as follows:

PC: click on the OA homepage, enter the "HR service" page, and check in the "personnel policy" section;

Mobile: enter the "e-HR" page on Dingtalk, and check in the "personnel policy" section;

As an employee of the company, I agree and am willing to abide by all the terms and requirements. If there is any violation, I will bear the corresponding responsibility and agree to accept relevant punishments in accordance with the relevant rules of the company, including the termination of labor contract.

Signature of employee:

Date: