I-ACGR Attachments

- Compensation Committee Meeting Minutes
- Grant of SEC Exemptive Relief
- SEC Letter re Website Compliance
- Curriculum Vitae of Ronald Pablo
- Attestation signed by President and Chief Internal Audit
- Employee Stock Option Plan (ESOP)
- Occupational Safety and Health (OSH) Program

LEISURE & RESORTS WORLD CORPORATION

Minutes of the Compensation Committee Meeting Held on 13 June 2022 via Zoom Communication

PRESENT:

Mr. Lawrence T. Cobankiat Mr. Tsui Kin Ming Atty. Mardomeo Raymundo Jr. Mr. Max Aaron Wong Mr. Winston A. Chan

ALSO PRESENT:

Mr. Dominic Villanueva Ms. Kairos Xie Atty. Carol V. Padilla

1. CALL TO ORDER AND PROOF OF QUORUM

The Chairman, Mr. Lawrence Cobankiat, called the meeting to order and presided over the same. The Corporate Secretary, Atty. Carol V. Padilla recorded the minutes of the meeting.

2. CERTIFICATION OF QUORUM

The Corporate Secretary certified that a quorum was present for the transaction of business by the Committee.

3. ENGAGEMENT OF HR CONSULTING FIRM FOR THE DEVELOPMENT OF THE ESOP

Mr. Tsui Kin Ming introduced to the Committee the members from the HR Team in charge of the Employee Stock Option Plan ("ESOP") headed by Mr. Dominic Villanueva and Ms. Kairos Xie. Mr. Villanueva presented to the Committee.

As a background, Mr. Villanueva informed the Committee that the Company would like to set up a Long-Term Incentive ("LTI") plan designed from top management positions and potentially other key managerial positions, with the objective of creating a differentiated advantage to aid talent attraction and retention as well as overall business performance. He explained that while HR is in charge of this, they will need assistance from a technical team, which they identified to be Mercer Philippines, Inc., after consultation and careful consideration of a total of 2 multinational risk management and advisory companies (i.e. WTW Willis Towers Watson, and Mercer Philippines Inc.).

The salient features of his presentation are the following:

- i. Some of the reasons why Incentives are Important
 - Workers are likely to work at their best when they are offered monetary rewards for good performance
 - b. To provide opportunity for hard-working employees to earn more
 - c. To increase employee productivity

ii. Employee Eligibility

- Employees of the LRWC group holding job grade of Executive, Senior Management and Middle Management
- Factors to be considered: seniority, job grade, job performance, contribution, special achievement, and other conditions deemed relevant by the management

iii. About Mercer

Has 40+ years' experience, 1,800+ colleagues, and 9,000+ clients

iv. Clients of Mercer



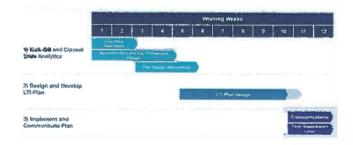
v. Our Desired Outcomes

- a. Mercer will provide a market practice snapshot of the various LTI design structures currently in use, along with the benefits, limitations and suitability
- b. Mercer will provide some alternative strawman designs and LTI structures to help LRWC evaluate the pros and cons, and suitability to our own needs and realities
- c. Mercer will finalize and design an LTI Plan structure that is "fit-for-purpose" and support its implementation and employee communication to effectively carry out the Plan's roll out

vi. Fee Structure

| Activity | Professional Fees (USD) |
|--|---|
| - Current Stony Analysics, Machell personals and Streemper & TV Delagra- | 13,000 |
| - Design and Develop LTI Plan (1 plan) | 31.000 |
| - Aspendent and Communities LTI Plan | 18,600 |
| Total Poes | 40,000 |
| Relationship Discount (19)4 | (1.00) |
| | |
| Posponed Piginiems Schedyle | % of Professional Fees |
| Programed Pigyininina Schoolyde I t amphirm Gain Samini of the SOM | N. of Professional Page 50% of the total Company of an |

vii. Project Timeline = at least 12 weeks



Mr. Cobankiat asked whether the intention of the presentation is to seek the Committee's approval of the budget. Mr. Tsui responded and clarified that they are seeking the approval of the Committee to engage the external firm. Mr. Cobankiat then said that he understands the importance of providing incentives to employees to get loyalty and better performance from staff and key personnel. He asked whether it is necessary to engage an outsider to handle this or if it is something

that can be done internally. Mr. Tsui clarified that being a listed company, management deemed it proper to hire an external firm to develop the stock option plan especially considering that it is a long-term plan (i.e 3-5 years). Mr. Cobankiat also asked for confirmation that the engagement with the firm is only for a short period, to which Mr. Tsui replied in the affirmative, more particularly for about 3 months. Mr. Villanueva also confirmed that Mercer has other publicly-listed companies as clients, and claims to be the world's largest HR consulting company, so they believe that Mercer will greatly benefit the Company.

Atty. Raymundo asked whether a proposal was also received from the other firm, WTW. Mr. Tsui answered in the affirmative. He said that upon review of WTW's proposal, it appeared that Mercer has more in-depth knowledge in this area. WTW's proposal was broader and lacked details.

Mr. Wong asked about the employees covered in the Plan. Mr. Tsui responded that this will be further discussed with Mercer, and the details of the coverage in so far as qualified employees are concerned will be presented later on.

Atty. Raymundo inquired whether there is a target date for the roll out of the Plan. Mr. Tsui said they are looking at about end of third quarter. Atty. Raymundo pointed out that there is a SEC approval requirement which must also be considered. Mr. Tsui agreed and said that the regulatory approvals will be handled by the Company's in-house counsel, and not by Mercer.

Thus, upon motion duly made and seconded, the following resolution was approved:

"RESOLVED, as it is hereby resolved, that the Committee approves the engagement of a third-party HR consulting firm, specifically Mercer Philippines, Inc. to develop the Company's Employee Stock Option Plan."

4. ADJOURNMENT

There being no other matters to discuss, the meeting was adjourned.

CERTIFIED CORRECT:

Corporate Secretary



Corporate Governance and Finance Department

08 September 2022

Atty. Kristine Margaret R. Delos Reyes
Compliance Officer
Leisure & Resorts World Corporation
26th Floor, West Tower, Philippine Stock Exchange Center
Exchange Road cor. Pearl Drive, Ortigas Center
1605 Pasig City, Philippines

Re : Request for Exemptive Relief

Dear Atty. Delos Reyes:

This refers to the request of Leisure & Resorts World Corporation (LRWC) for exemptive relief in relation to the nomination of Mr. Ramon Dizon as its independent director for covered year 2022 and pursuant to the powers of the Commission under Section 72.1 of the Securities Regulation Code.

Records show that Mr. Dizon was a partner at SyCip Gorres Velayo. And Co. (SGV), which was engaged by LRWC as its external auditor for the years 2018 to 2021. Consequently, his nomination as an independent director of LRWC is prohibited under Rule 38.2.6 of the Securities Regulation Code, which provides that:

38.2.6. Is not retained, either personally or through his firm or any similar entity, as professional adviser, by that covered company, any of its related companies and/or any of its substantial shareholders, within the last two (2) years;

Nevertheless, upon careful evaluation, the Commission finds that Mr. Dizon has not been directly involved in the audit of LRWC's books as professional advisor, external auditor or consultant during his stint in SGV. As such, his involvement with LRWC, through his firm, is passive in nature and should not have created a situation where his independence may be compromised.

In view of the foregoing, the request for exemptive relief in favor of Mr. Dizon is hereby **GRANTED** by the Commission.

RACHEL ESTHER J. GUMTANG-REMALANTI

Director

Reference No. 202209-009-0D

//ssp





CORPORATE GOVERNANCE AND FINANCE DEPARTMENT

31 January 2019

Mr. Eng Hun Chuah President LEISURE & RESORTS WORLD CORPORATION 26/F West Tower, PSE Centre Exchange Road, Ortigas Center 1605 Pasig City, Philippines

Re:

NON-COMPLIANCE WITH THE SEC PRESCRIBED WEBSITE TEMPLATE FOR PUBLICLY-LISTED COMPANIES

Dear Mr. Chuah:

This refers to your letter dated 23 January 2019 informing the Department that the company is now in full compliance with the SEC prescribed website template and requesting reconsideration of the imposable penalty.

A verification of the company's website on 31 January 2019 showed that it has **fully complied** with the SEC prescribed template. Please note however, that the company's compliance was done beyond the reglementary period.

With the aforementioned violation, the company was assessed a penalty of **One Hundred Four Thousand Pesos** (PhP104,000.00)¹ covering the period January 1, 2015 to December 15, 2018, pursuant to SEC Memorandum Circular No. 18, Series of 2014, which it paid on 25 January 2019 as shown by Official Receipt No. 1747753.

For the monthly accrued penalty covering December 16, 2018 to January 25, 2019, the Department hereby waives the said penalty considering the following circumstances: (1) the penalty is imposed for the its first offense of the cited violation; (2) the risk of loss as a result of such violation does not adversely affect third parties; and (3) it is compliant with other reportorial and compliance requirements of the Department.

The company is further reminded that the required information in the SEC-prescribed website template must be updated and retained in the company's website for a period of five (5) years.

Very truly yours,

RACHEL ESTHER J. GUMTANG-REMALANTE
Officer-in-Charge

//ssp

CURRICULUM VITAE OF RONALD ALLAN C. PABLO

Data Privacy, Information Security, Governance, Risk and Compliance Professional

CIPP/E, CIPM, CIPT, FIP, CDPSE, CCISO, CSCU, GRCP, GRCA, CPMP, ITIL, COBIT



























A. PERSONAL DATA

| Namai | Ronald | Allan C | Dabla |
|-------|--------|----------|---------|
| wame: | Konaid | Allan (. | . Panio |

Residence:

Contact Number:

E-mail Address: ra

B. LINKEDIN PROFILE

<u>LinkedIn: https://www.linkedin.com/in/ronallan</u>

C. EDUCATIONAL ATTAINMENT

Post Graduate: Philippine Law School

JURIS DOCTOR (J.D.) - 2001

College: Arellano University

BACHELOR OF ARTS (A.B.) Major in Political Science - 1993

High School: University of Santo Tomas Pay High School -1988

Elementary: San Beda College Elementary School -1984

D. WORK EXPERIENCE

Senior Information Security Manager

July 2021 - Present

WeServ Systems International, Inc., Fujitsu GDC, Philippines

Nature of functions:

- Security Specialist, Fujitsu Australia Limited.
- Team Leader, Digital Systems Platform Unit (DSPU), Security, Fujitsu Australia and New Zealand.
- Manages Information Security Management and Security Operations Teams.

Trusted Advisor

December 2019 – Present (Freelance)

Straits Interactive, Pte Ltd

Nature of functions:

- Collaboration and assistance with data privacy modules and trainings.
- Speaker/resource person on data privacy and data protection.

Assistant Vice President - Deputy Data Privacy Officer

February 2020 - July 2020

Data Privacy Information Security Group, PLDT Inc.

Nature of functions:

• Data Privacy Program Operations, PLDT Inc. people and support groups, PLDT Enterprise.

Data Privacy Officer

Demand Science Team Inc.

Nature of functions:

- Designated Data Protection Officer (DPO);
- Responsible for compliance with the Data Privacy Act of 2012;
- Responsible for crafting of internal data protection policies;
- Responsible for conduct of orientation and trainings on privacy and data protection;
- Provides advice and guidance with regard to implementation of privacy regulations (DPA, GDPR).

Information Technology Officer III

February 2014 – July 2018

Corporate Information Security Department - Office of the President and CEO, formerly under the Information Management Sector, Philippine Health Insurance Corporation

Nature of functions:

- Designated as OIC-Senior Manager, Corporate Information Security Department;
 - OIC-Senior Manager of the Corporate Information Security Department from July 2013-April 2018;
 - Reports to the Senior Vice President for Actuarial Services and Risk Management Sector and concurrent Data Protection Officer, formerly to the Office of the President and CEO, and Senior Vice President for the Information Management Sector;
 - Responsible for establishment of policies, controls and measures which ensure the confidentiality, integrity, and availability of information, systems, and information technology resources;
 - Responsible for crafting of Privacy Manual in compliance with the Data Privacy Act;
 - Responsible for monitoring of implementation and efficacy of information security policies, controls and measures;
 - Responsible for planning and procurement of information security solutions;
 - Responsible for implementation of ISO 27001 Information Security Management System (ISMS) framework;
 - Responsible for conduct of Security Education, Training and Awareness (SETA) as well as information dissemination on Data Privacy Act;
 - Resource speaker/lecturer on Information Security and Data Privacy;
 - Supervises Policy & Planning and Operations Security Divisions;
 - Provides administrative support to the Data Protection Officer.
- Member, Bidding and Awards Committee Information Technology Resources;
- Member, Technical Working Group, Data Governance Committee;
- Member, Corporate Disaster Coordinating Committee;
- Member, Health Information Technology Provider Accreditation Committee;
- Former Member, PhilHealth Executive Committee
- Former alternate Data Protection Officer;

- Former Member, Information Security, Change, Risk and Enterprise Architecture Management (ISCREAM);
- Former Chairperson, Philippine Health Information Exchange (PHIE) Privacy Experts Group (PEG).

Information Technology Officer II

June 2007 - February 2014

Office of the Chief Information Officer - Information Management Sector, Philippine Health Insurance Corporation

Nature of functions:

- Designated as OIC-Senior Manager, Corporate Information Security Department;
- Designated as OIC-Division Chief, Corporate Information Security Department;
- Crafted initial policy document and board resolution for the creation of the Philippine Health Insurance Corporation's Corporate Information Security Department;
- Designated as Information Security Officer;

Office of the Senior Vice President - Fund Management Sector (FMS), Philippine Health Insurance Corporation

Nature of functions:

- Represents Office of the Senior Vice President in meetings and functions;
- Preparation and drafting of various technical documents;
- Comments on and drafts position papers on various technical issues;
- Provides technical input on information technology matters and issues.

Development Management Officer IV

November 1997 – June 2007

Office of the Senior Vice President - Fund Management Sector (FMS), Program Management Office for Corporate Reengineering (PMO-CoRe), Office of the Chief Operating Officer (OCOO), Office of the Senior Vice President for Operations (OSVP-Operations), Management Information Systems (MIS) Department, Philippine Health Insurance Corporation

Nature of functions:

- Designated as Officer-in-Charge of the PMO in the absence of the VP/PMO Head;
- Assigned as Technical Staff with the Program Management Office for Corporate Reengineering (PMO);
- Facilitator/Team Leader for the IT and Legal Technical Working Groups (TWG);
- Contributing writer, SHINET;
- Designated Chairman of the Laptops and Multimedia Projectors Procurement Project Technical Evaluation Committee (LAMPP-TEC)
- Designated as full-time Chairman of the Operations Management Information Systems -Technical Evaluation Committee (OMIS-TEC)

- Designated as Executive Assistant for Region VIII, IX and XI Regional Health Insurance Offices since October 2001, subsequently modified as Executive Assistant for Mindanao PhilHealth Regional Offices (PROs);
- Previously designated as Executive Assistant for Membership and IT Matters to the Office of the Senior Vice President for Health Insurance Operations (OSVP-HIO) since May 2000;
- De facto Officer-in-Charge of the MIS Department from November 1997 to September 1998;
- De facto Officer-in-Charge of the MIS Department Systems Design Division from September 1998 to August 1999;
- Assisted in the development of the Interim SSS Claims Processing System;
- Participated in the selection, hiring, training and supervision of contractor employees;
- Assisted in the management and administration of Operations LANs;
- Responsible for the procurement of all IT resources;
- Prepared budget and annual procurement program;
- Prepared reports and communications;
- A member of the project development team given the Java Pioneer Award September 22, 1998;
- Coordinated with other social security agencies regarding IT matters;
- Performed troubleshooting, repair and upgrading of office computers.

Administrative Assistant

Office of the President and CEO, Philippine Health Insurance Corporation

September 1996 - November 1997

Nature of functions:

Office of the President

- Drafted communications to be signed by the President;
- Assisted in the preparation of minutes and resolutions;
- Performed other functions as may be required by the President.

Health Finance Policy Research

- Monitored status of bills regarding health insurance in the Senate and House of Representatives;
- Maintained a database and archive of pending health insurance bills;
- Acted as Secretariat for Management Committee meetings;
- Drafted position papers/legal opinions;
- Attended Senate hearings;

Personnel

- Assisted in the creation and maintenance of a database on existing personnel as well as new applicants;
- Assisted in the preparation of documents relevant to hiring and placement of personnel;
- Information Technology
- Provided technical assistance with regard to computer hardware and software;

- Performed preventive maintenance and upgrades on office computers;
- Gave recommendations to the Supply Section on the procurement of system hardware and software:
- Assisted in the preliminary stages of the implementation of the Operation Management Information System plan (OMIS);
- Coordinated with hardware and software vendors;
- Acted as liaison to the National Computer Center (NCC).

Consultant

Senate of the Philippines, Legal Division, Senate Legal Counsel, Office of the Secretary (OSEC)

November 1994-August 1995

Nature of functions:

- Provided assistance with the drafting of legal opinions;
- Legal research;
- Coordinated with various government agencies to follow up implementation status of passed laws;
- Created database on the implementation status of passed bills;
- Generated reports on the implementation status of passed bills for submission to the Office of the Senate President and Office of the Senate Secretary;
- Attended signing of bills in Malacañang;
- Provided technical assistance on computer related problems.

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ATTESTATION

We, **TSUI KIN MING** and **ROSALYN D. BATAY**, both of legal age, and with office address at 26/F West Tower, Philippine Stock Exchange Centre, Ortigas Center, Pasig City, under oath, hereby depose and say:

- We are presently the *President* and *Internal Audit Head*, respectively, of **DIGIPLUS** INTERACTIVE CORP. (formerly, LEISURE & RESORTS WORLD CORPORATION) (the "Company");
- The Company has an independent audit mechanism to monitor the adequacy and effectiveness of its governance, operations, and information systems, including the reliability and integrity of financial and operational information, the effectiveness and efficacy of operations, the safeguarding of assets, and compliance with laws, rules, regulations, and contracts;
- The Company's external auditor, Isla Lipana & Co., is responsible for assessing and expressing an opinion regarding the conformity of the audited financial statements of the Company with Philippine Financial Reporting Standards and the overall quality of the financial reporting process;
- 4. The Company's *Internal Audit Head* spearheads the performance of the internal audit activities and reports periodically to the Audit Committee;
- Based on the results of the activities and reviews undertaken by internal and external auditors
 of the Company for the year 2022, we attest that a sound internal audit, controls, risk
 management, compliance and governance systems and processes are in place and working
 adequately and effectively in the Company;
- 6. We are executing this document to attest to the truth of the foregoing.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of MAY 22 2023, in PARAÑAQUE CITY City, Philippines.

TSUI KIN MING

President

Internal Audit Head

SUBSCRIBED AND SWORN to before me this ____ day of MAY 2 2 2023 in the City of PARANAGUE CITY affiants exhibiting to me the following competent evidence of their identities:

NAME **TSULKIN MING ROSALYN D. BATAY** **GOVERNMENT ISSUED ID**

NOTARY PUBLIC

Doc. No. Series of 2073

MARIA V

Until December 31, 2024

Commission No. 305-2023
Roll No. 52139
IBP Lifetime No. 08742 / 01.13.7010
PTR No. 3200089 / 01.04.2023 / Parañaque City
MCLE Compliance No. VII 003258 / 06.04.2021
24 F.G. Calderon St. BF Manresa, BF Homes, Parañaque City



EMPLOYEE SHARE OPTION PLAN (ESOP)

Plan Rules

1 PURPOSE OF THE PLAN

- 1.1 Leisure & Resorts World Corporation (the "Company" or "LRWC") Employee Share Option Plan (the "Plan" or "ESOP") is proposed on the basis that it is important to recognise identified Employees (the "Participants") whose contributions are essential to growing the business and delivering shareholder returns. The Plan will enable Share Options to be granted to Participants and will help to achieve the following objectives:
 - a. To recognise the contribution of key individuals to the overall growth in business value:
 - b. To attract and retain key individuals whose contributions are essential to delivering key strategic objectives of the Company in the long-term;
 - c. To provide a competitive pay package with a high upside potential subject to the Company's performance; and
 - d. To align the interest of employees with the interest of the shareholders of the Company.

2 EFFECTIVITY AND DURATION OF THE PLAN

- 2.1 This Plan shall take effect subject to and is conditional upon:
 - a. The securing and passing of the necessary resolutions by the Board of Directors and Shareholders of the Company in a meeting called for the purpose of approving the implementation of the ESOP and the adoption of the Plan's rules;
 - b. The Securities and Exchange Commission ("SEC") approving the registration statement or request for exemption, as may be applicable, covering the Plan, and the Shares to be issued to the vesting of an Award or exercise of the Options under this Plan; and
 - c. Securing such other corporate and regulatory approvals as may be required under applicable law.

3 DEFINITIONS

3.1 In the LRWC Employee Share Option Plan (the "**Plan**"), unless the context otherwise requires, the following words and expressions shall have the following meanings:

| "Act" The applicable laws of the Republic of the Philippines. |
|---|
|---|

| "Adoption Date" | The date on which the Plan is adopted by the Company upon securing and passing the necessary resolutions by the | | |
|---|---|--|--|
| 7.00 p 11011 2010 | Directors and Shareholders. | | |
| "Auditors" | The auditors of the Company. | | |
| "Award" | An award of Share Options granted under Rule 04. | | |
| "Award Date" | In relation to an Award, the date on which the Award is granted pursuant to Rule 04. | | |
| "Award Letter" | A letter from the Committee, in such form as it may adopt, confirming and approving Award granted to a Participant. | | |
| "Board" | Board of Directors of the Company. | | |
| "Communication" | An Award, including the Award Letter and/or any correspondence made or to be made under the Plan (individually or collectively). | | |
| "Committee" Compensation Committee of the Board, and/or its succommittee specially created for purposes of administering the Plan. | | | |
| "Company" | Company" Leisure & Resorts World Corporation (LRWC) | | |
| "Consultant" | Any consultant or adviser who renders bona fide services to the Company, or a consultant or adviser, who is a natural person, contracted directly by the Company to render services. | | |
| "Directors" The members of the Board of Directors of the Company. | | | |
| "Exercise Date" In relation to an Award, the date on which the Share C are exercised by a participant pursuant to Rule 12. | | | |
| "Exercise Price" | The price, as determined in accordance with the rules of this Plan, at which a Participant shall subscribe for each Share upon the exercise of a Share Option. | | |
| "Exercise Period" | The period for the exercise of a Share Option being a period commencing from the date an Option has vested until the term limit of the plan or otherwise as may be determined by the Committee from time to time. | | |
| "Employee" Any person employed by any parent or subsidiary of Company, including officers and directors, who is subject the control and direction of the Company as to both the vito be performed and the method of performance. | | | |

| "Participant" | The receiver of Share Options (including, where applicable, personal representative of such receiver). | | |
|---------------------------------|--|--|--|
| "Performance- related Award" | An Award in relation to which a Performance Condition is specified. | | |
| "Performance Condition" | In relation to a Performance-related Award, the condition(s) specified as stated in the Award Letter that must be complied with by the Participant in order to be eligible for the Award. | | |
| "Performance Parameters" | In relation to the Plan, the Performance Conditions, Performance Period and the extent to which the Award is vested. | | |
| "Performance Period" | In relation to a Performance-related Award, a period, the duration of which is to be determined by the Committee on the Award Date and stated in the Award Letter, during which the Performance Condition(s) is/are to be satisfied. | | |
| "Plan" | The LRWC Employee Share Option Plan 2022, as modified or altered from time to time. | | |
| "Shares" | Common shares of the Company. | | |
| "Share Option" | ' The right to subscribe to the Shares further to the Plan. | | |
| "Change-in- control" | Any transaction or series of related transactions whether involving the issue of shares by the Company or sale of shares in the Company which, after the completion of such transaction(s), results in: | | |
| | the Shareholders immediately prior transaction(s), owning 50% or less of this issued share capital of the Company (a calculated on a deemed converted basis); or | | |
| | a party, other than the Shareholders immediately prior to the transaction(s), being entitled to exercise or control the exercise of not less than 50% of the voting power in the Company; | | |
| | 2. A merger or a consolidation of the Company with or into any other corporation(s) in which: | | |
| | the Company is the surviving corporation such merger or consolidation and holders the Company's issued Shares immedia prior to such merger and consolidation do hold a majority or more of issued Shares. | | |

| | immediately after such merger and consolidation; or | | | | |
|------------------|--|--|--|--|--|
| | 2. the Company is not the surviving corporation such merger or consolidation and holders the Company's issued Shares immediate before such merger, or consolidation do not immediately after such merger consolidation, hold a majority or more of the voting power of the surviving corporation holding company, as the case may be, of sumerger or consolidation; or | | | | |
| | 3. A sale (in a single transaction or a series of transactions) of all or substantially all of the properties, assets, business or undertaking of the Company including a sale (in a single transaction or a series of transactions) of one or more subsidiaries (whether by way of merger, consolidation, recapitalisation, reclassification, reorganization or sale of all or substantially all of the assets or securities) which constitute all or substantially all of the consolidated assets or business of the Company | | | | |
| "Unvested" | In relation to an Award, the period post Award Date during which absolute entitlement to all or some of the Award has not been vested to the recipient or are not yet exercisable. | | | | |
| "Vested" | In relation to an Award, a process wherein awarded un- exercisable option shares shall become exercisable for all or some of the Share Options granted to the recipient, pursuant to Rule 12 "Vest" and "Vested" shall be construed accordingly. | | | | |
| "Vesting Date" | In relation to an Award, the date on which the Share Options are deemed to be Vested pursuant to Rule 12. | | | | |
| "Vesting Period" | In relation to an Award, the period between the Award Date and period as determined by the Committee for the awarded option shares to become exercisable. | | | | |
| "year" | Calendar year, unless otherwise stated. | | | | |
| "%" | Per centum or percentage. | | | | |

3.2 Words importing the singular number shall, where applicable, include the plural number and vice versa. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender.

- 3.3 The expression "related corporation" shall have the meaning ascribed to it in the Act.
- 3.4 Any reference to a time of a day in the Plan is a reference to the Philippines time.
- 3.5 Any reference in the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act or any statutory modification thereof and not otherwise defined in the Plan and used in the Plan shall have the meaning assigned to it under the Act or any statutory modification thereof, as the case may be.

4 GRANT OF AWARDS

- 4.1 The number of Share Options which are the subject of each Award to be granted to a Participant in accordance with the Plan shall be determined by the Committee, which shall take into account such criteria as the Committee considers fit, including (but not limited to), job level, job performance, potential for future development, or contribution to the success and development of the Company.
- 4.2 The Committee shall decide, in relation to an Award:
 - a. the Participants;
 - b. the Award Date;
 - c. the number of Share Options which are the subject of the Award;
 - d. Performance Parameters:
 - i. The Performance Conditions(s);
 - ii. The Performance Period; and
 - iii. The extent to which the Award, and timing thereof, shall be Vested, subject to the Performance Condition(s) being satisfied at the end of the Performance Period;
 - e. the Vesting Period(s), if any;
 - f. the Vesting Date(s), if any; and
 - g. the date of Release and schedule, if any;
 - h. the Retention Period in relation to any or all of the Share Options which are the subject of the Award, if any; and
 - i. any other condition which the Committee may determine, in its absolute discretion, relative to that Award.
- 4.3 Based on the approval from the Committee, the Human Resource Department shall send an Award Letter to each Participant confirming the Award and specifying:
 - a. the Award Date;
 - b. the number of Share Options subject of the Award;
 - c. Performance Parameters:
 - i. The Performance Conditions(s);

- ii. The Performance Period; and
- iii. The extent to which the Award, and timing thereof, shall be Vested subject to Performance Condition(s) being satisfied at the end of the Performance Period:
- d. the Vesting Period(s), if any;
- e. the Vesting Date(s), if any;
- f. the date of Release and schedule, if any;
- g. the Retention Period in relation to any or all of the Share Options subject of the Award, if any; and
- h. and any other condition which the Committee may determine in its absolute discretion relative to the Award.
- 4.4 Participants are not required to pay for the grant of Awards but, should they decide to exercise the Share Option they must tender the amount equivalent to the Exercise Price of the Share Options availed of.
- 4.5 An Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Share Options to which the Vested Award relates, and shall not be transferable, chargable, assignable, subject to pledge or other means of disposal of, in whole or in part, or with the prior written approval of the Committee. If a Participant shall do, suffer or permit any act or thing where he or she would be deprived of any rights under an Award or Vested Award without the prior written approval of the Committee, that Award or Vested Award shall immediately be considered as rescinded and lapsed.

5 ELIGIBILITY

- 5.1 Persons eligible to participate in the Plan include key employees which may include executives, department heads, key business personnel and consultants of the Company and its subsidiaries, as may be determined by the Committee, who are largely responsible for the further growth and development of the Company.
- 5.2 Prior to an Option Offer Date, the Committee shall receive the recommendation for eligible Participants from the Company to whom Options may be granted for that calendar year and determine the number of Shares to be covered.
- In determining the eligibility of an Employee to receive an Option; as well as the number of Shares, the Committee shall consider the position and responsibilities of the Employee, the nature and value of his/her services and accomplishments, his/her present and potential contribution to the success of the Company, and such other factors as the Committee may deem relevant.

6 SIZE AND LIMITATION OF THE PLAN

- 6.1 Upon the effectivity of the Plan, the Company shall allot up to 528 million common shares for the Share Options. The foregoing allotment may be increased by the Company after securing the necessary approvals and resolutions from the Directors, stockholders, and regulators, as may be required and necessary under applicable law. Such increase in allotment shall be subject to the provisions of Rule 6.2.
- 6.2 The aggregate number of Shares over which the Committee may grant Share Options on any date, when added to the number of Shares issued and issuable in respect of all Share Options granted under the Plan shall not exceed 528 million common shares.

7 PERFORMANCE CONDITIONS, PERIOD AND TARGETS

- 7.1 The Committee can determine to grant Share Options with or without Performance Conditions based on the purpose and business needs.
- 7.2 For Share Options with the Performance Conditions, they will be determined by the Committee at the time of granting such Awards and communicated to Participants through an Award Letter.
- 7.3 Targets for each of the Performance Conditions for each Award cycle will be determined by the Committee, at the point of granting the Award, based on reasonable forecasts of the Company's performance over the Performance Period.

8 AWARD VEHICLES, EXERCISE PRICE, VESTING, AND PAY OUT CONDITIONS

- 8.1 The Award is delivered in Share Options.
- 8.2 The Award will be granted based on the Committee's absolute discretion and subject to Rule 6.1, to allow for continuity of the grant over time, and ensuring that the Award granted is commensurate with the phase of growth and underlying valuation of the Company at each point in time.
- 8.3 The Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Committee in its absolute discretion based on a valuation methodology consistent with generally accepted valuation methodologies for pricing financial instruments, and as deemed appropriate by the Committee.

- 8.4 The Committee may consider using a pre-determined exercise price or the volume weighted average of share price for the 30-trading days immediately prior to the grant date.
- 8.5 The Share Options will be vested in three equal tranches annually over the Vesting Period, and/or subject to achievement of Performance Conditions as defined under Rule 7 if applicable.
- 8.6 Owners of Option Shares, vested or unvested, are not entitled to the rights of a stockholder such as voting rights and payment of dividends, until such Share Option is exercised.
- 8.7 All Vested Share Options are only exercisable post vesting, and up to a maximum of 5 years from the vesting date.

9 LEAVER PROVISIONS

- 9.1 Whenever a Participant ceases to be employed with the Company due to the following reasons, the Participant shall be considered as a "Good Leaver":
 - i. long-term ill health, injury or disability (either of which would prevent the individual from physically carrying out his duties in a satisfactory manner, and in each case, evidenced to the satisfaction of the Committee);
 - ii. retirement on or after the legal retirement age;
 - iii. redundancy;
 - iv. voluntary resignation approved by the Committee in its absolute determination of a reasonable and amicable departure; or
 - v. any other event approved by the Committee,

If a Participant is a Good Leaver, any Vested Awards will remain exercisable within one year from separation or expiration of exercise period whichever comes first, or any other period as determined by the Committee. Any unvested Awards will be forfeited upon separation from employment of Participants (Good Leaver). Participants (Good Leavers) will, at the point of a Change-in-control event, be entitled to the same rights accorded to all other Participants in accordance with Rule 10 below.

- 9.2 Whenever a Participant ceases to be employed with the Company due to the following reasons, the Participant shall be considered as a "Bad Leaver":
 - i. termination for cause due to gross misconduct, negligence, or nonperformance;
 - ii. any other reason determined by the Committee in its absolute discretion as constituting a "Bad Leaver",

If a Participant is a Bad Leaver, all vested and unvested Awards will be automatically forfeited upon termination of employment

10 Change-in-control

- 10.1 In a Change-in-control event, the Company shall within [10] ten business days thereof give notice of the occurrence of the Change-in-control event. From the date of such notice, all Unvested Share Options shall be deemed vested as of the date of such announcement and Participants shall be entitled to either:
 - a. exercise their Vested Share Options in accordance with Rule 12.3 below;
 or
 - b. if a purchaser of the Company's shares in a Change-in-control event makes an offer, encash their Vested but unexercised Share Options, equivalent in value to the difference between the Exercise Price and Change-in-control event price per share, in lieu of exercising their Vested Share Options. In this regard, the Committee will exert reasonable efforts to procure that the purchaser shall make an offer to the Participants to encash any Vested Share Options based on a price equivalent in value to the difference between the Exercise Price and the Change-in-control event price per share, in lieu of exercising their Vested Share Options.

11 EVENTS PRIOR TO VESTING DATE

- 11.1 An Award shall, to the extent not yet Vested, immediately lapse without any claim whatsoever against the Company:
 - a. in the event that an order is made for the winding-up of the Company on the basis of, or by reason of, its insolvency; or
 - b. subject to Rule 9 where the Participant is a "Bad Leaver" employee, upon the Participant ceasing to be in the employment of the Company for any reason whatsoever
- 11.2 In a Change-in-control event, the provisions of Rule 10 above will apply accordingly.

12 REVIEW OF PERFORMANCE CONDITION(S) AND VESTING OF AWARDS

- 12.1 Review of Performance Condition(s)
 - a. The Committee shall, as soon as reasonably practicable after the end of the relevant Performance Period, review the Performance

Condition(s) specified in respect of such Award and determine at its discretion:

- Whether a Performance Condition has been satisfied and if so, the extent to which it has been satisfied; and
- ii. Whether any other condition applicable to such Award has been satisfied.
- b. The Committee shall have full discretion to determine whether any Performance Condition has been satisfied (whether fully or partially) or exceeded and in making such determination, the Committee shall have the right to make reference to the audited results of the Company to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further (but without prejudice to the provisions of Rule 7), the right to amend any Performance Condition if the Committee decides that a changed performance target would be an objectively fairer measure of performance.

12.2 Exercise of Share Options

- a. Subject to such modifications as the Committee may from time to time determine, Share Options which are vested pursuant to Rule 12.2 or Rule 10, may only be exercised during the Exercise Period, in accordance with the Rules of this Plan in whole or in part, by a Participant giving written notice to the Company, and such notice must be accompanied by a remittance to the Company for the full amount of the aggregate Exercise Price in respect of the Shares for which the vested Share Options are exercised and any other documentation the Committee may require. All payment shall be made by cheque, cashier's order, wire transfer, or bank draft made out in favor of the Company.
- b. Unless otherwise approved by the Committee in its absolute discretion, all vested Share Options can only be exercised during the Exercise Period and upon the expiry of such period, all the Vested Share Options shall immediately lapse.
- c. The Committee may, in its sole discretion, give the Employees the option to exercise and cash-settle their vested but unexercised Share Options at any point in time leading up to or upon completion of a Change-in-control event.
- d. The Company shall keep sufficient unissued Shares available to satisfy the full exercise of all Options, provided that such Shares

set aside for such purpose shall not exceed 528 million common shares for the Share Options..

13 ADMINISTRATION OF THE PLAN

- 13.1 The Plan shall be administered by the Committee in its absolute discretion, provided that no member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him/her. If the Committee does not yet exist or ceases to exist, the Board of Directors acting by majority of its members in office shall conduct the general administration of the Plan if required by Applicable Law and respect to Awards granted to Independent Directors and for purposes of such Awards the term "Committee" as used in the Plan shall be deemed to refer to the Board.
- 13.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan, to give effect to the provisions of the Plan and/or to enhance the benefit of the Awards and the Vested Awards to the Participants, as it may, in its absolute discretion, think fit. Any matter pertaining or pursuant to the Plan and any dispute and uncertainty as to the interpretation of the Plan or any rule, regulation, or procedure thereunder or any rights under the Plan shall be determined by the Committee in its absolute discretion.
- 13.3 Neither the Plan nor Awards granted under the Plan shall give rise to any liability on the Company or the Committee or any of its members in connection with:
 - a. the lapsing of any Awards pursuant to any provision of the Plan;
 - b. the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Plan; and/or
 - c. any decision or determination of the Committee made pursuant to any provision of the Plan.
- 13.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditors) shall be final, binding, and conclusive (including for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Plan or any rule, regulation, or procedure hereunder or as to any rights under the Plan). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

14 NOTICES AND COMMUNICATIONS

14.1 Any notice required to be given by a Participant to the Company shall be sent to the Company's electronic mail address, and the hardcopy original document(s) submitted to the registered office of the Company or facsimile number, and

- marked for the attention of the Committee, as may be notified by the Company to the Participant in writing.
- 14.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to the Participant by hand or sent to the Participant at his home address or facsimile number or via electronic mail according to the records of the Company or the last known address or facsimile number or electronic mail address provided by the Participant to the Company.
- 14.3 Any notice or other communication from a Participant to the Company shall be irrevocable and shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, if by hand delivery, at the time of delivery at the address specified in Rule 14.2 or, if sent by post, on the fifth business day following the date of posting or, if sent by facsimile transmission or electronic mail, on the business day immediately following the day of dispatch.
- 14.4 It shall be the Participant's sole responsibility to ensure that all information contained in a Communication is complete, accurate, current, true, and correct.
- 14.5 The Company's records of the Communications, and its record of any transactions maintained by any relevant person authorized by the Company relating to or connected with the Plan, whether or not stored in printed form, shall be binding and conclusive on the Participant and shall be conclusive evidence of such Communications and/or transactions. All such records shall be admissible in evidence and the Participant shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Participant waives any of his rights (if any) to so object.

15 MODIFICATIONS TO THE PLAN

- 15.1 Any or all of the provisions of the Plan may be modified and/or altered at any time and from time to time by a resolution of the Committee, and in particular, the Committee may at any time by resolution (and without other formality) amend or alter the rules or provisions of the Plan in any way to the extent necessary in the opinion of the Committee, to cause the Plan to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body.
- 15.2 Written notice of any modification or alteration made in accordance with this Rule 15 shall be given to all Participants.

16 TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment of a Participant shall not be affected by his/her participation in the Plan, which shall neither form part of such terms nor entitle him/her to take into account such participation in calculating any compensation or damages on the termination of his/her employment for any reason whatsoever.

17 DURATION OF THE PLAN

- 17.1 The Plan shall continue to be in force until the earliest of the following take place:
 - a. subject to a maximum period of ten (10) years commencing on the Adoption Date, provided always that the Plan may continue beyond the above stipulated period with the approval of the Company's shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required;
 - b. the Plan may be terminated at any time by the Committee or, at the discretion of the Committee, by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be granted by the Committee hereunder.
- 17.2 The expiry or termination of the Plan shall not affect Awards which have been granted prior to such expiry or termination, whether the Share Options pursuant to such Awards have been exercised (whether fully or partially) or not.

18 TAXES

All taxes (except for Documentary Stamp Tax relating to stock issuance) arising from the grant, Vesting or Exercise of any Award granted to any Participant under the Plan shall be borne by that Participant. No shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold or require a Participant to remit to the Company, an amount sufficient to satisfy national, local and foreign taxes required by law to be withheld.

19 DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Committee and the Company and the Directors, officers, employees, representatives or agents shall not under any circumstances be held liable for any costs, losses, expenses and damages arising from any event contemplated in relation to this Plan.

20 DISPUTES

Any disputes or differences of any nature arising hereunder shall be referred to the Committee and its decision shall be final and binding in all respects.

21 GOVERNING LAW

The Plan shall be governed by and construed in accordance with the applicable laws of Republic of the Philippines. The Participants, by accepting grants of Awards in accordance with the Plan, and the Company submit to the exclusive jurisdiction of the courts of the Republic of the Philippines.

22 CONTRACTS (RIGHTS OF THIRD PARTIES)

No person, other than the Company or a Participant, shall have any right to enforce any provision of the Plan or any Share Option by virtue applicable laws in the Philippines.

Occupational Safety and Health (OSH) Program of Leisure and Resorts World Corporation

I. Complete Company Profile/ Project details

| Company Name: <u>Leisure and Resorts World Corporation</u> Date Established: <u>October 15, 1957</u> Complete Address: <u>26th Floor West Wing Philippine Stock Exchange, Pearl</u> |
|--|
| Drive, Ortigas, Pasig City |
| Phone and fax numbers 637-5657 |
| Website URL/Email address |
| Name of Company Owner/Manager/President Jacqueline Chan HR Management Head |
| • Total Number of Employees; <u>289</u> Male <u>159</u> Female <u>130</u> |
| Description of the business Pls specify |
| Kindly check: |
| o Manufacturing: |
| o Service: o Agri/fishing: |
| o wholesale/retail |
| o utilities |
| o Banks and financial institutiono Security Agency |
| o Maintenance |
| o Construction |
| o Others (Please specify) Leisure and Entertainment |
| Product descriptions: (ex. Garments, shoes, electronics)_Electronic Bingo |
| Description of services: Leisure and Entertainment |

Basic Components of Company OSH Program and Policy

(DO 198-18, Chapter IV, Section 12)

- 1.0 Company Commitment to Comply with OSH Requirements
- 2.0 General Safety and Health Programs
 - -Safety and health Hazard Identification, Risk Assessment and Control (HIRAC)
 - -Medical Surveillance for early detection and management of occupational and work related diseases
 - -First-aid and emergency medical services
- 3.0 Promotion of Drug Free workplace, Mental health Services in the Workplace, Healthy lifestyle
- 4.0 Prevention and Control of HIV-AIDS, Tuberculosis, Hepatitis B
- 5.0 Composition and Duties of health and safety Committee
- 6.0 OSH Personnel and Facilities
- 7.0 Safety and Health Promotion, Training and Education
 - -Orientation of all workers on OSH
 - -Conduct of Risk Assessment, evaluation and Control
 - -*Continuing training on OSH for OSH Personnel
 - -*Work permit System
- 8.0 Toolbox/Safety Meetings, job safety analysis
- 9.0 Accident/Incident/illness Investigation, Recording and Reporting
- 10.0 Personal Protective Equipment (PPE)
- 11.0 Safety signages
- 12.0 *Dust control and management and regulation on activities such as building of temporary structures and lifting and operation of electrical, mechanical, communications system and other requirements
- 13.0 Welfare Facilities
- 14.0 Emergency and disaster preparedness and response plan to include the organization and creation of disaster control groups, business continuity plan, and updating the hazard, risk and vulnerability assessment (as required)
- 15.0 Solid waste management system
- 16.0 Compliance with Reportorial Government Requirement (refer to Item 9.0)
- 17.0 Control and Management of Hazards (refer to Item 2-HIRAC)
- 18.0 *Prohibited Acts and Penalties for Violations
- 19.0 *Cost of Implementing Company OSH program

^{*(}Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)

1.0 Company Commitment to Comply with OSH Policy

Leisure and Resorts World Corporation do hereby commit

to comply with the requirements of RA 11058 and DOLE Department Order 198-18 (its

Implementing Rules and Regulations) and the applicable provisions of the Occupational Safety

and Health Standards (OSHS).

We acknowledge the company's obligation and responsibilities to provide appropriate funds for

implementing this OSH program including orientation and training of its employees on OSH,

provision and dissemination of IEC materials on safety and health, provision of Personal

Protective Equipment (PPE) when necessary and other OSH related requirements and

activities, to ensure the protection for our workers and employees against injuries, illnesses and

death through safe and healthy working conditions and environment.

We commit to conduct risk assessment as required to prevent workplace accidents as well as

comply with other provisions of this OSH program. That we are also fully aware of the

penalties and sanctions for OSH violations as provided for in RA 11058 and its Implementing

Rules and Regulations.

[Signature]

[Name] ______ Jacqueline Chan_

HR Management Head

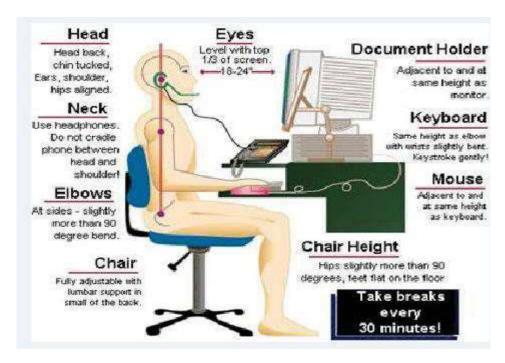
[Date] ;_____

2.0 General Safety and Health Programs

21. Conduct of Risk Assessment

Kindly accomplish. Pls use additional pages if needed. You may also wish to attach your Company's Risk Assessment Matrix as substitute

| Risk Assessment Matrix | | | | |
|------------------------|---|--|-----------|---|
| Task | Hazard Identified | Risk Description | 1.0 0000 | Control Measures |
| Office staff | Prolonged exposure to computers | Employees may experience headache or back ache due to prolonged works using computers | Low | Posted ergonomics exercise as needed |
| | Prolonged seating position and low physical activity but with high psychological related work | Stress and mental fatigue | 1 1 ()(4) | Policy on work break |
| Warehousemen | May sometime lift items for delivery to staff | Lifting of boxes | low | Ensure proper lifting position |



2.2 Medical Surveillance

The company will require all employees to undergo a baseline or initial medical health examination prior to assigning to a potentially hazardous activity. The examination will include but not limited to the following:

| a. | Routine: (×) CBC (×) Chest > | X-ray | (×) Urinalys | is (×) stool |
|----|--|-------|-----------------|---------------|
| | exam | | | |
| b. | Special: () Blood Chemistry () E | :CG | () others, p | lease specify |
| | Schedule of Annual medical examination | | | |
| |)Q4 | • | , , , | , , , |
| d. | Is random drug testing conducted? | Yes: | x when <u>Q</u> | 1 of the year |
| | No | | | |

2.3 First-Aid, Health Care Medicines and Equipment Facilities

- How many treatment rooms/first aid rooms are existing in your company?
 none
- How many Clinics in the workplace? none
- What hospital (s) are you affiliated with? Medical City

3.0 And 4.0 - Health Programs for the promotion, prevention and control

ALCOHOL-FREE WORKPLACE POLICY AND PROGRAM

The **LEISURE AND RESORTS WORLD CORPORATION** adopts this alcohol-free workplace policy and program to ensure a safe and healthful workplace. In this regard, all employees shall abide by the terms and conditions of this policy.

I. ALCOHOL PROHIBITED

The **Leisure and Resorts World Corporation**, LRWC for brevity, explicitly prohibits the following:

- 1. Use, possession, solicitation or sale of alcohol in the workplace; or
- 2. Impairment or under the influence of alcohol which may cause/causing adverse effect on employee's work performance, safety of co-employees or Company's reputation.

II. DEFINITION OF TERMS

- 1. Assessment Team- A group of persons composed of occupational safety and health personnel, human resource manager, employer's representative and employees' representative who are trained to address all aspects of prevention.
- 2. Cause Testing- A form of alcohol-test assessment conducted by the Company when an employee is suspected to be under the influence of alcohol. The Company request its suspected employee to submit himself to alcohol test.
- 3. "Involved in an on-the-job accident or injury"- An accident of any person within the workplace immediately or proximately caused by the employee under the influence of alcohol.
- 4. Near Miss- An incident which could have led to any injury or fatality of employees and/or considerable damage to the employer had it not been curtailed.
- 5. Post-Accident Testing- A form of alcohol-test assessment conducted by the Company to those employees involved in an on the job accident or injury.
- 6. Random Testing- A form of alcohol test assessment conducted by the Company Employees may be selected at random for alcohol testing at any interval determined by the company.
- 7. Workplace Any office or property owned, leased or operated by the Company or at any other place where an employee performs work for the Company.

III. PREVENTIVE MEASURES

LRWC shall post in conspicuous place and notify in writing all its employees of this policy and shall establish an alcohol-free workplace policy awareness program. The contents of such awareness program are as follows:

- 1. Dangers involved in the use, possession, solicitation or sale of alcohol in the workplace;
- 2. Policy of maintaining an alcohol-free workplace;
- 3. Available employee assistance program; and
- 4. Imposable penalties for employees found guilty for violation of alcohol-free workplace policy.

IV. TESTING PROCEDURE

A. Cause-Test

- 1. If an employee's demeanour caused the Company to suspect that he is using, possessing, soliciting or selling alcohol in the workplace, the latter will request the former to submit himself to a cause-test. If the employee objects to subject himself to cause-test, he must state his objection and the reason thereof in writing. The Company shall immediately decide whether the ground for objection is valid or not. Should the Company found that the objection is not valid and the employee still refused to submit himself to the cause-test, the refusal will be considered as a ground for disciplinary action; and
- 2. If the cause-test showed a positive result, the employee will be referred to the assessment team for further examination. However, if the employee still disagrees with the result of the assessment team, he will be subjected to another alcohol testing at the nearest medical facility.

B. Post Accident-Test

- 1. If an accident or a near miss has been immediately or proximately caused by employees engaged in using possessing, soliciting or selling alcohol in the workplace, all employees involved in the on the job accident shall be subjected to a post accident-test. If the employee objects to subject himself to cause-test, he must state his objection and the reason thereof in writing. The Company shall immediately decide whether the ground for objection is valid or not. Should the Company found that the objection is not valid and the employee still refused to submit himself to the cause-test, the refusal will be considered as a ground for disciplinary action; and
- 2. If the cause-test showed a positive result, the employee will be referred to the assessment team for further examination. The findings of the assessment team shall be considered final.

C. Random Test

- 1. At any time during the working hours, the Company may conduct a random alcohol test with its employees. If the employee objects to subject himself to cause-test, he must state his objection and the reason thereof in writing. The Company shall immediately decide whether the ground for objection is valid or not. Should the Company found that the objection is not valid and the employee still refused to submit himself to the cause-test, the refusal will be considered as a ground for disciplinary action; and
- 2. If the cause-test showed a positive result, the employee will be referred to the assessment team for further examination. However, if the employee still disagrees with the result of the assessment team, he will be subjected to another alcohol testing at the nearest medical facility.

V. CONFIDENTIALITY

LRWC shall observe at all times confidentiality of the results relative to alcohol tests done to employees.

VI. TREATMENT, REHABILITATION AND REFERREAL

The Assessment Team shall determine whether or not an employee found addicted to alcohol would need referral for treatment and/or rehabilitation in a Department of Health-Accredited Center. This benefit is only given to employees who seek help from the assessment team.

VII. MONITORING AND EVALUATION

The implementation of the alcohol-free workplace policy and program shall be monitored and evaluated periodically by the Assessment Team to ensure that the goal of an alcohol-free workplace is met.

VIII. DISCIPLINARY ACTION

- Failure to submit to cause-test, post accident-test, random-test, or alcohol test by a nearest medical facility shall be a ground for a disciplinary action with a penalty of one (1) month suspension without pay;
- 2. If an employee found guilty for violation of any of the acts prohibited under paragraph I of this policy shall be subjected to a disciplinary action with a penalty of one (1) month suspension without pay; or
- 3. If an employee found to have been guilty for violation of this policy, repeatedly violated the provisions thereof shall be subjected to a disciplinary action with a penalty of three (3) months suspension or dismissal from service.

IX. EFFECTIVITY

This company policy is effective immediately to all employees.

Jacqueline Chan HR Management Head

DATE: October 28, 2019

"DRUG-FREE WORKPLACE POLICY AND PROGRAM"

In compliance with Article V of Republic Act No. 9165, otherwise known as the Comprehensive Dangerous Drugs Act of 2002, and its Implementing Rules and Regulations and DOLE Department Order No. 53-03, series of 2003 (Guidelines for the Implementation of a Drug-Free Workplace Policies and Programs for the Private Sector), **Leisure and Resorts World Corporation**, **LRWC for brevity**, hereby adopts the following policies and programs to achieve a drug-free workplace:

I. COMPANY POLICY ON DRUG-FREE WORKPLACE

LRWC explicitly prohibits:

- The use, possession, solicitation for, or sale of dangerous drugs on company premises or while performing an assignment.
- Being impaired or under the influence of dangerous drugs away from the company, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- Possession, use, solicitation for, or sale of dangerous drugs away from the company premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- The presence of any detectable amount of dangerous drugs in the employee's system while at work, while on the premises of the company, or while on company business. "Dangerous Drugs" include those listed in the Schedules annexed to the 1961 Single Convention on Narcotic Drugs, as amended by the 1972 Protocol, and in the Schedules annexed to the 1971 Single Convention on Psychotropic Substances as enumerated in the attached annex of R.A. 9165.

I. COMPANY PROGRAM ON DRUG-FREE WORKPLACE

A. MANDATORY DRUG TEST

- 1. To ensure that only those qualified shall be screened and recruited to prevent the detrimental effects (e.g. lower productivity; poor decision making; increased accidents; more compensation claims; and reduced team effort) which drug use and abuse may cause in the workplace, the conduct of mandatory drug test shall be required for pre-employment.
- 2. *LRWC* designates The Medical City, a duly accredited drug testing center by the Department of Health (DOH), as its authorized drug testing laboratory.
- 3. *LRWC* may also conduct drug testing under any of the following circumstances:
 - i. **RANDOM TESTING**: Officer/employees may be selected at random for drug testing at any interval determined by the Company.
 - ii. **FOR-CAUSE TESTING**: The company may ask an officer/employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs, including, but not limited to, the following circumstances: evidence of drugs on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
 - iii. **POST-ACCIDENT TESTING**: Any officer/employee involved in a "Near-Miss" incident or "Work Accident" under circumstances that suggest possible use or influence of drugs may be asked to submit to a drug test. As defined herein, "Near-Miss" means an incident arising from or in the course of work which could have led to injuries or fatalities of the workers and/or considerable damage to the employer had it not been curtailed. "Work Accident" refers to unplanned or unexpected occurrence that may or may not result in personal

injury, property damage, work stoppage or interference or any combination thereof of which arises out of and in the course of employment.

- 4. All drug tests shall employ, among others, two (2) testing methods, the screening test which will determine the positive result as well as the type of the drug used and the confirmatory test which will confirm a positive screening test. Where the confirmatory test turns positive, the company's Assessment Team shall evaluate the results and determine the level of care and administrative interventions that can be extended to the concerned employee.
- 5. **LRWC** shall inform the officer/employee who was subjected to a drug test of the test-results whether positive or negative.
- All costs of drug testing shall be borne by Leisure and Resorts World Corporation.

B. TREATMENT, REHABILITATION, AND REFERRAL

- An officer/employee who, for the first time, is found positive of drug use, shall be referred for treatment and/or rehabilitation in a DOH accredited center. For this purpose, LRWC shall provide a list of at least three (3) accredited facilities which an employee who was tested positive for drugs may choose from.
- 2. Following rehabilitation, the company's Assessment Team, in consultation with the head of the rehabilitation center, shall evaluate the status of the drug dependent employee and recommend to the employer the resumption of the employee's job if he/she poses no serious danger to his/her co-employees and/or the workplace.
- 3. All costs for the treatment and rehabilitation of the drug dependent employee shall be charged to his account. The period during which the employee is under treatment or rehabilitation shall be considered as authorized leaves.

4. Repeated drug use even after ample opportunity for treatment and rehabilitation shall be dealt with the corresponding penalties under R.A. 9165 and is a ground for dismissal.

C. ADVOCACY, EDUCATION AND TRAINING

- Leisure and Resorts World Corporation undertakes to increase the awareness and education of its officers and employees on the adverse effects of dangerous drugs through continuous advocacy, education and training programs/activities to all its officers and employees.
- 2. All officers and employees are required to undergo an orientation/education program before assumption of their respective duties. The program shall include the following topics:
 - i. Salient features of R.A. 9165;
 - ii. Adverse effects of abuse and/or misuse of dangerous drugs on the person, workplace, family and the community;
 - iii. Preventive measures against drug abuse; and
 - iv. Steps to take when intervention is needed, as well as available services for treatment and rehabilitation.
- 3. To encourage all officers and employees to lead a healthy lifestyle while at work and at home, LRWC undertakes to conduct the following activities as often as possible:
 - i. Lifestyle assessment programs on health nutrition, weight management, stress management, alcohol abuse, smoking cessation, and other indicators of risk diseases;
 - ii. Health wellness screenings (e.g. blood pressure and heart rate, cholesterol test, blood glucose, etc.);

- iii. Sports, recreational and fun-game activities; and
- iv. Other activities promoting health and wellness.

D. ROLES, RIGHTS AND RESPONSIBILITIES OF EMPLOYER AND EMPLOYEES

- Leisure and Resorts World Corporation shall ensure that the workplace policies and programs on the prevention and control of dangerous drugs, including drug testing, shall be disseminated to all officers and employees. The employer shall obtain a written acknowledgement from the employees that the policy has been read and understood by them.
- 2. Leisure and Resorts World Corporation shall maintain the confidentiality of all information relating to drug tests or to the identification of drug users in the workplace; exceptions may be made only where required by law, in case of overriding public health and safety concerns; or where such exceptions have been authorized in writing by the person concerned.
- 3. All officers and employees shall enjoy the right to due process, absence of which will render the referral procedure ineffective.

E. CONSEQUENCES OF POLICY VIOLATIONS

- Any officer or employee who uses, possesses, distributes, sells or attempts to sell, tolerates, or transfers dangerous drugs or otherwise commits other unlawful acts as defined under Article II of RA 9165 and its Implementing Rules and Regulations shall be subject to the pertinent provisions of the said Act.
- Any officer or employee found positive for use of dangerous drugs shall be dealt
 with administratively in accordance with the provisions of Article 282 of Book VI
 of the Labor Code and under RA 9165.

F. MONITORING AND EVALUATION

1. The implementation of these policies and programs shall be monitored and

evaluated periodically by management to ensure a drug-free workplace. For this

purpose, an Assessment Team shall be constituted in accordance with D.O. 53-

03.

G. EFFECTIVITY.

1. The provisions of these policies and programs shall be immediately effective

after its ratification by the management and the employee's representatives and

its posting in the company's bulletin board.

Jacqueline Chan

HR Management Head

DATE: October 28, 2019

WORKPLACE POLICY AND PROGRAM ON HEPATITIS B

Leisure and Resorts World Corporation is committed to conform to the established standards assurance of customer satisfaction, protection of our environment and health and safety in the workplaces.

The company promotes and ensures a healthy environment through its various health programs to safeguard its employees. And as part of the company's compliance to DOLE Department Advisory No. 05, Series of 2010 (Guidelines for the Implementation of a Workplace Policy and Program on Hepatitis B), this Program has been developed. This program is aimed to address the stigma attached to hepatitis B and to ensure that the employees' right against discrimination and confidentiality is maintained.

This guideline is formulated for everybody's information and reference for the diagnosis, treatment, and prevention of Hepatitis B. This will inform the employees of their role as well as the company in dealing with Hepatitis B. A healthy environment encompasses a good working relationship and great output for continuous business growth.

I. Implementing Structure

The Leisure and Resorts World Corporation (LRWC for brevity) Hepatitis B workplace policy and program shall be managed by its health and safety committee. Each division or department of the Company shall be duly represented.

II. Guidelines

A. Education

- 1. Coverage. All employees regardless of employment status may avail of hepatitis B education services for free;
- 2. Hepatitis B shall be conducted through distribution and posting of IEC materials and counselling and/ or lectures; and
- 3. Hepatitis B education shall be spearheaded by the LRWC Medical Clinic in close coordination with the health and safety committee.

B. Preventive Strategies

- 1. All employees are encouraged to be immunized against Hepatitis B after securing clearance from their physician.
- 2. Workplace sanitation and proper waste management and disposal shall be monitored by the health and safety committee on a regular basis.
- Personal protective equipment shall be made available at all times for all employees;
- 4. Employees will be given training and information on adherence to standards or universal precautions in the workplace.

III. Social Policy

A. Non discriminatory Policy and Practices

- 1. There shall be no discrimination of any form against employees on the basis of their Hepatitis B status consistent with the international agreements on non discrimination ratified by the Philippines (ILO C111). Employees shall not be discriminated against, from pre to post employment, including hiring, promotion, or assignment because of their hepatitis B status.
- 2. Workplace management of sick employees shall not differ from that of any other illness. Persons with Hepatitis B related illnesses may work for as long as they are medically fit to work.

B. Confidentiality

Job applicants and employees shall not be compelled to disclose their Hepatitis B status and other related medical information. Co-employees shall not be obliged to reveal any personal information about their fellow employees. Access to personal data relating to employee's Hepatitis B status shall be bound by the rules on confidentiality and shall be strictly limited to medical personnel or if legally required.

C. Work-Accommodation and Arrangement

- 1. The company shall take measures to reasonably accommodate employees who are Hepatitis B positive or with Hepatitis B related illnesses.
- Through agreements made between management and employees' representative, measures to support employees with Hepatitis B are encouraged to work through flexible leave arrangements, rescheduling of working time and arrangement for return to work.

D. Screening, Diagnosis, Treatment and Referral to Health Care Services

- 1. The company shall establish a referral system and provide access to diagnostic and treatment services for its employees for appropriate medical evaluation/ monitoring and management.
- 2. Adherence to the guidelines for healthcare providers on the evaluation of Hepatitis B positive employees is highly encouraged.
- 3. Screening for Hepatitis B as a prerequisite to employment shall not be mandatory.

E. Compensation

The Leisure and Resorts World Corporation shall provide access to Social Security System and Employees Compensation benefits under PD 626 to an employee contracted with Hepatitis B infection in the performance of his duty.

IV. Roles and Responsibilities of Employers and Employees

A. Employer's Responsibilities

- 1. Management, together with employees' organizations, company focal personnel for human resources, and safety and health personnel shall develop, implement, monitor and evaluate the workplace policy and program on Hepatitis B.
- 2. The Health and Safety Committee shall ensure that their company policy and program is adequately funded and made known to all employees.
- 3. The Human Resources Department shall ensure that their policy and program adheres to existing legislations and guidelines, including provisions on leaves, benefits and insurance.
- 4. Management shall provide information, education and training on Hepatitis B for its workforce consistent with the standardized basic information package developed by the Hepatitis B TWG; if not available within the establishment, then provide access to information.
 - 5. The company shall ensure non-discriminatory practices in the workplace.
- 6. The management together with the company focal personnel for human resources and safety and health shall provide appropriate personal protective equipment to prevent Hepatitis B exposure, especially for employees exposed to potentially contaminated blood or body fluid.
- 7. The Health and Safety Committee, together with the employees' organizations shall jointly review the policy and program for effectiveness and continue to improve these by networking with government and organizations promoting Hepatitis B prevention.
- 8. The company shall ensure confidentiality of the health status of its employees, including those with Hepatitis B.
- 9. The human resources shall ensure that access to medical records is limited to authorized personnel.

B. Employees Responsibilities

1. The employees' organization is required to undertake an active role in educating and training their members on Hepatitis B prevention and control. The IEC program must also aim at promoting and practicing a healthy lifestyle with emphasis on avoiding high risk behavior and other risk factors that expose employees to increased risk of Hepatitis B infection, consistent with the standardized basic information package developed by the Hepatitis B TWG.

2. Employees shall practice non-discriminatory acts against co-employees on the

ground of Hepatitis B status.

3. Employees and their organizations shall not have access to personnel data relating to an employee's Hepatitis B status. The rules of confidentiality shall apply in carrying

out union and organization functions.

4. Employees shall comply with the universal precaution and the preventive

measures.

5. Employees with Hepatitis B may inform the health care provider or the company physician on their Hepatitis B status, that is, if their work activities may increase the risk

of Hepatitis B infection and transmission or put the Hepatitis B positive at risk for

aggravation.

V. IMPLEMENTATION AND MONITORING

Within the establishment, the implementation of the policy and program shall be monitored and evaluated periodically. The safety and health committee or its counterpart shall

be tasked for this purpose.

VI. EFFECTIVITY

This Policy shall take effect immediately and shall be made known to all employees.

Jacqueline Chan

HR Management Head

DATE: October 28, 2019

WORKPLACE POLICY AND PROGRAM ON HEPATITIS B

Leisure and Resorts World Corporation is committed to conform to the established standards assurance of customer satisfaction, protection of our environment and health and safety in the workplaces.

The company promotes and ensures a healthy environment through its various health programs to safeguard its employees. And as part of the company's compliance to DOLE Department Advisory No. 05, Series of 2010 (Guidelines for the Implementation of a Workplace Policy and Program on Hepatitis B), this Program has been developed. This program is aimed to address the stigma attached to hepatitis B and to ensure that the employees' right against discrimination and confidentiality is maintained.

This guideline is formulated for everybody's information and reference for the diagnosis, treatment, and prevention of Hepatitis B. This will inform the employees of their role as well as the company in dealing with Hepatitis B. A healthy environment encompasses a good working relationship and great output for continuous business growth.

I. Implementing Structure

The Leisure and Resorts World Corporation (LRWC for brevity) Hepatitis B workplace policy and program shall be managed by its health and safety committee. Each division or department of the Company shall be duly represented.

II. Guidelines

A. Education

- 1. Coverage. All employees regardless of employment status may avail of hepatitis B education services for free:
- 2. Hepatitis B shall be conducted through distribution and posting of IEC materials and counselling and/ or lectures; and
- 3. Hepatitis B education shall be spearheaded by the LRWC Medical Clinic in close coordination with the health and safety committee.

B. Preventive Strategies

- 1. All employees are encouraged to be immunized against Hepatitis B after securing clearance from their physician.
- 2. Workplace sanitation and proper waste management and disposal shall be monitored by the health and safety committee on a regular basis.
- 3. Personal protective equipment shall be made available at all times for all employees; and
- 4. Employees will be given training and information on adherence to standards or universal precautions in the workplace.

III. Social Policy

A. Non discriminatory Policy and Practices

- 1. There shall be no discrimination of any form against employees on the basis of their Hepatitis B status consistent with the international agreements on non discrimination ratified by the Philippines (ILO C111). Employees shall not be discriminated against, from pre to post employment, including hiring, promotion, or assignment because of their hepatitis B status.
- 2. Workplace management of sick employees shall not differ from that of any other illness. Persons with Hepatitis B related illnesses may work for as long as they are medically fit to work.

B. Confidentiality

Job applicants and employees shall not be compelled to disclose their Hepatitis B status and other related medical information. Co-employees shall not be obliged to reveal any personal information about their fellow employees. Access to personal data relating to employee's Hepatitis B status shall be bound by the rules on confidentiality and shall be strictly limited to medical personnel or if legally required.

C. Work-Accommodation and Arrangement

- 1. The company shall take measures to reasonably accommodate employees who are Hepatitis B positive or with Hepatitis B related illnesses.
- Through agreements made between management and employees' representative, measures to support employees with Hepatitis B are encouraged to work through flexible leave arrangements, rescheduling of working time and arrangement for return to work.

D. Screening, Diagnosis, Treatment and Referral to Health Care Services

- 1. The company shall establish a referral system and provide access to diagnostic and treatment services for its employees for appropriate medical evaluation/ monitoring and management.
- 2. Adherence to the guidelines for healthcare providers on the evaluation of Hepatitis B positive employees is highly encouraged.
- 3. Screening for Hepatitis B as a prerequisite to employment shall not be mandatory.

E. Compensation

The Leisure and Resorts World Corporation shall provide access to Social Security System and Employees Compensation benefits under PD 626 to an employee contracted with Hepatitis B infection in the performance of his duty.

IV. Roles and Responsibilities of Employers and Employees

A. Employer's Responsibilities

- 1. Management, together with employees' organizations, company focal personnel for human resources, and safety and health personnel shall develop, implement, monitor and evaluate the workplace policy and program on Hepatitis B.
- 2. The Health and Safety Committee shall ensure that their company policy and program is adequately funded and made known to all employees.
- 3. The Human Resources Department shall ensure that their policy and program adheres to existing legislations and guidelines, including provisions on leaves, benefits and insurance.
- 4. Management shall provide information, education and training on Hepatitis B for its workforce consistent with the standardized basic information package developed by the Hepatitis B TWG; if not available within the establishment, then provide access to information.
 - 5. The company shall ensure non-discriminatory practices in the workplace.
- 6. The management together with the company focal personnel for human resources and safety and health shall provide appropriate personal protective equipment to prevent Hepatitis B exposure, especially for employees exposed to potentially contaminated blood or body fluid.
- 7. The Health and Safety Committee, together with the employees' organizations shall jointly review the policy and program for effectiveness and continue to improve these by networking with government and organizations promoting Hepatitis B prevention.
- 8. The company shall ensure confidentiality of the health status of its employees, including those with Hepatitis B.
- 9. The human resources shall ensure that access to medical records is limited to authorized personnel.

B. Employees Responsibilities

1. The employees' organization is required to undertake an active role in educating and training their members on Hepatitis B prevention and control. The IEC program must also aim at promoting and practicing a healthy lifestyle with emphasis on avoiding high risk behavior and other risk factors that expose employees to increased risk of Hepatitis B infection, consistent with the standardized basic information package developed by the Hepatitis B TWG.

2. Employees shall practice non-discriminatory acts against co-employees on the

ground of Hepatitis B status.

3. Employees and their organizations shall not have access to personnel data relating to an employee's Hepatitis B status. The rules of confidentiality shall apply in carrying

out union and organization functions.

4. Employees shall comply with the universal precaution and the preventive

measures.

5. Employees with Hepatitis B may inform the health care provider or the company physician on their Hepatitis B status, that is, if their work activities may increase the risk of Hepatitis B infection and transmission or put the Hepatitis B positive at risk for

aggravation.

V. IMPLEMENTATION AND MONITORING

Within the establishment, the implementation of the policy and program shall be monitored and evaluated periodically. The safety and health committee or its counterpart shall

be tasked for this purpose.

VI. EFFECTIVITY

This Policy shall take effect immediately and shall be made known to all employees.

Jacqueline Chan **HR Management Head**

DATE: October 28, 2019

BWC GUIDELINES NO. 2, SERIES OF 2012 "SEXUAL HARRASMENT POLICIES AND PROCEDURES"

Pursuant to the provisions of Section 4, Republic Act No. 7877, *An Act Declaring Sexual Harassment Unlawful in the Employment, Education or Training Environment , and For Other Purposes*, the following policies and procedure are hereby issued by Leisure and Resorts World Corporation to prevent sexual harassment in its workplace and to provide the procedure for the resolution, settlement and/or disposition of sexual harassment cases.

I. COMPANY POLICY AGAINST SEXUAL HARASSMENT

Leisure and Resorts World Corporation believes that employees should be afforded the opportunity to work in an environment free of sexual harassment. Sexual harassment is a form of misconduct that undermines the employment relationship. No employee, either male or female, should be subjected verbally or physically to unsolicited and unwelcome sexual overtures or conduct.

Sexual harassment refers to behavior that is not welcome, that is personally offensive, debilitates morale and, therefore, interferes with work effectiveness. Such behavior may be in the form of unwanted physical, verbal or visual sexual advances, requests for sexual favors, and other sexually oriented conduct which is offensive or objectionable to the recipient, including, but not limited to: epithets, derogatory or suggestive comments, slurs or gestures and offensive posters, cartoons, pictures, or drawings.

Leisure and Resorts World Corporation will not tolerate any behavior that amounts to sexual harassment and any officer or employee found to have committed sexual harassment shall be subjected to disciplinary action, up to and including dismissal.

A. DEFINITION OF SEXUAL HARASSMENT

Leisure and Resorts World Corporation has adopted, and its policy is based on, the definition of sexual harassment set forth in Section 3 of R.A. 7877. It provides that sexual harassment in workplace is committed by an employer, employee, manager, supervisor, agent of the employer, or any other person who, having authority, influence or moral ascendancy over another in a work environment, demands, requires or otherwise requires any sexual favor from the other, regardless of whether the demand, requests or requirement for submission is accepted by the object of said Act.

In a work-related or employment environment, sexual harassment is committed when:

- 1. The sexual favor is made as a condition in the hiring or in the employment, reemployment, or continued employment of said individual, or in granting said individual favorable compensation, terms of conditions, promotions, or privileges; or the refusal to grant the sexual favor results in limiting, segregating or classifying the employee which in any way would discriminate, deprive or diminish employment opportunities or otherwise adversely affect said employee;
- the above acts would impair the employees' rights or privileges under existing labor laws; or
- 3. the above acts would result in an intimidating, hostile, or offensive environment for the employee.

B. WHERE SEXUAL HARASSMENT IS COMMITED

Sexual harassment may be committed in any work or training environment. It may include, but are not limited to the following:

- 1. In or outside the office building or training site;
- 2. at office or training-related social functions;
- 3. in the course of work assignments outside the office;
- 4. at work-related conferences, studies or training sessions; or
- 5. during work related travel.

C. FORMS OF SEXUAL HARASSMENT

Sexual harassment may be committed in any of the following forms:

- 1. Overt sexual advances;
- 2. Unwelcome or improper gestures of affection;
- 3. Request or demand for sexual favors including but not limited to going out on dates, outings, or the like for the same purpose;
- 4. Any other act or conduct of a sexual nature or for purposes of sexual gratification which is generally annoying, disgusting or offensive to the victim.

D. WHAT IS NOT SEXUAL HARASSMENT

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness.

E. EMPLOYER'S RESPONSIBILITY

Leisure and Resorts World Corporation undertakes to provide its officers and employees a work environment free of sexual harassment by management personnel, by co-workers and by others with whom officers and employees must interact in the course of their employment in Leisure and Resorts World Corporation. Sexual harassment is specifically prohibited as unlawful and as a violation of LRWC's policy. Leisure and Resorts World Corporation, LRWC for brevity, is responsible for preventing sexual harassment in the workplace, for taking immediate corrective action to stop sexual harassment in the workplace and for promptly investigating any allegation of work-related sexual harassment.

II. PROCEDURES ON SEXUAL HARASSMENT CASES

A. COMPLAINT PROCEDURE

Any officer or employee, who experiences or witnesses any act of sexual harassment in the workplace, shall report the same immediately to the Committee on Decorum and Investigation. They may also report acts of sexual harassment to any other member of Leisure and Resorts

World Corporation's management or ownership. All allegations of sexual harassment will be

quickly investigated. To the extent possible, the identity of the officer or employee shall remain

confidential and that of any witnesses and the alleged harasser will be protected against

unnecessary disclosure. When the investigation is completed, all parties will be informed of the

outcome of the investigation.

A Committee on Decorum and Investigation shall be constituted and shall be composed of

the management and the employees' representative to receive complaints, investigate and hear

sexual harassment cases. The Committee shall develop its own rules in the settlement and

disposition of sexual harassment cases. The Committee shall also develop and implement

programs to increase understanding and awareness about sexual harassment.

B. RETALIATION

Leisure and Resorts World Corporation will permit no employment-based retaliation against

anyone who brings a complaint of sexual harassment or who speaks as a witness in the

investigation of a complaint of sexual harassment.

C. WRITTEN POLICY

All officers and employees of Leisure and Resorts World Corporation shall receive a copy of

LRWC's sexual harassment policy upon assumption of their respective offices. If at any time an

officer of employee would like another copy of the policy, please contact the Office of the

Committee on Decorum. If LRWC should amend or modify its sexual harassment policy, all

officers and employees will receive an individual copy of the amended or modified policy.

Jacqueline Chan

Head of HR Management

DATE: October 28, 2019

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SMOKE-FREE WORKPLACE POLICY AND PROGRAM

Pursuant to Section 6 of Republic Act No. 9211 which specifically prohibits indoor smoking and protects people against second hand smoke, this company policy is hereby issued to protect its employees and clients against the hazard brought about by smoking.

Smoke-free workplaces protect non-smokers from the dangers of secondhand smoke and also encourage staff to either quit smoking or reduce their cigarette consumption. Successful implementation of this policy will depend on both the management and employees support.

I. PREVENTIVE STRATEGIES

Leisure and Resorts World Corporation shall notify all employees of this policy and shall establish a smoke-free workplace policy awareness program. This will also be a part of orientation for newly-hired employees. A "NO SMOKING SIGN" shall be conspicuously displayed at floor areas which were designated as a NO SMOKING AREA. The roof top and the parking area are the only areas in the office in which employees will be allowed to smoke.

Capacity building for speakers' bureau, counsellors and the general workers population will be part of staff development program of the company.

The ill-effects of smoking will be discussed during the training/orientation of employees which will be spearheaded by the Health and Safety Committee.

II. IMPLEMENTATION

Worksite smoking policies aim mainly to protect non-smokers from Environmental Tobacco Smoke, (ETS), while the objective of worksite cessation program is to help employees who do smoke to give up the habit. The use of support groups of former smokers, HRDS staff, and medical staff that may act as educators/counsellors and support for workers to enable them in their wish of quitting the habit. Programs should be coordinated with managed-care providers' offerings of tobacco assessment and counselling. Internally, physical activity, nutrition, and stress management will assist smokers to quit and to stay abstinent.

Networking with health professionals, experts and organizations with the same advocacy is also being encouraged to create a partnership of sort. This may lead to better program implementation as their best practices may be replicated.

Strengthening workers participation may encourage ownership of the program. Team Leaders per Department maybe assigned, he/she may assign secret marshals who would monitor the no smoking policy in their workplaces. Team leaders would also monitor the smoker's diary (mandatory to smokers enrolled in the program) and the progress of the implementation of the smoking program in their office.

Employees who wish to quit smoking shall be referred by the committee to DOH accredited smoking cessation clinics.

III. MONITORING AND EVALUATION

The implementation of the smoke-free workplace policies and programs shall be monitored and evaluated periodically by the employer to ensure that the goal of an alcohol-free workplace is met. The Health and Safety Committee or other similar Committee shall be tasked for this purpose.

IV. EFFECTIVITY

All concerned shall comply with all the provisions of this company policy effective immediately.

Jacqueline Chan
HR Management Head

DATE:

WORKPLACE POLICY AND PROGRAM ON TUBERCULOSIS (TB) PREVENTION AND CONTROL

The Leisure and Resorts World Corporation recognizes that while 80% of Tuberculosis (TB) cases belong to the economically productive individuals, it is also treatable and its spread can be curtailed if proper control measures will be implemented. As such, this TB Policy and Program is hereby issued for the information and guidance of the employees.

PURPOSE:

To address the stigma attached to TB and to ensure that the worker's right against discrimination, brought by the disease, is protected.

To facilitate free access to anti-TB medicines of affected employees through referrals.

I. IMPLEMENTING STRUCTURE

The Leisure and Resorts World Corporation TB Program shall be managed by its health and safety committee consists of representatives from the different divisions and departments.

II. COVERAGE

This Program shall apply to all employees regardless of their employment status.

III. GUIDELINES

A. Preventive Strategies

1. Conduct of Tuberculosis (TB) Advocacy, Training and Education

- a. TB education shall be conducted by the Leisure and Resorts World Corporation Medical Clinic in close coordination with the health and safety committee, through distribution and posting of IEC materials and counselling and/ or lectures.
- b. Engineering measures such as improvement of ventilation, provision for adequate sanitary facilities and observance of standard for space requirement (avoidance of overcrowding) shall be implemented.

2. Screening, Diagnosis, Treatment and Referral to Health Care Services

a. The company shall establish a referral system and provide access to diagnostic and treatment services for its employees. The company shall make arrangements with the nearest Direct Observed Treatment (DOT) facility.

b. The company's adherence to the DOTS guidelines on the diagnosis and treatment is highly encouraged.

B. MEDICAL MANAGEMENT

- 1. The company shall adopt the DOTS strategy in the management of workers with tuberculosis. TB case finding, case holding and Reporting and Recording shall be in accordance with the Comprehensive Unified Policy (CUP) and the National Tuberculosis Control Program.
- 2. The company shall at the minimum refer employees and their family members with TB to private or public DOTS centers.

C. SOCIAL POLICY

1. Non-discriminatory Policy and Practices

- a. There shall be no discrimination of any form against employees from pre to post employment, including hiring, promotion, or assignment, on account of their TB status. (ILO C111)
- b. Workplace management of sick employees shall not differ from that of any other illness. Persons with TB related illnesses should be able to work for as long as medically fit.

2. Work-Accommodation and Arrangement

- a. Agreements made between the company and employee's representatives shall reflect measures that will support workers with TB through flexible leave arrangements, rescheduling of working time and arrangement for return to work.
- b. The employee may be allowed to return to work with reasonable working arrangements as determined by the Company Health Care provider and/or the DOTS provider.

D. COMPENSATION

The company shall provide access to Social Security System and Employees Compensation benefits under PD 626 to an employee who acquired TB infection in the performance of his/her duty.

V. ROLES AND RESPONSIBILITIES OF EMPLOYERS AND EMPLOYEES

A. Employer's Responsibilities

1. The Employer, together with workers/ labor organizations, company focal personnel for human resources, safety and health personnel shall develop, implement, monitor and evaluate the workplace policy and program on TB.

2. Provide information, education and training on TB prevention for its workforce.

3. Ensure non-discriminatory practices in the workplace.

4. Ensure confidentiality of the health status of its employees and the access to medical

records is limited to authorized personnel.

5. The Employer, through its Human Resources Department, shall see to it that their company policy and program is adequately funded and made known to all

employees.

6. The Health and Safety Committee, together with employees/ labor organizations shall jointly review the policy and program and continue to improve these by

networking with government and organizations promoting TB prevention.

B. Employees' Responsibilities

1. The employee's organization is required to undertake an active role in educating

and training their members on TB prevention and control.

2. Employees shall practice non-discriminatory acts against co-workers.

3. Employees and their organization shall not have access to personnel

data relating to a worker's TB status.

4. Employees shall comply with universal precaution and the preventive measures.

V. IMPLEMENTATION AND MONITORING

The Safety and Health Committee or its counterpart shall periodically monitor and

evaluate the implementation of this Policy and Program.

VI. EFFECTIVITY

This Policy shall take place effective immediately and shall be made known to every employee.

Jacqueline Chan

HR Management Head

DATE: October 28, 2019

WORKPLACE POLICY AND PROGRAM ON PROMOTING WORKERS HEALTH AND ENSURING PREVENTION AND CONTROL OF HEALTH-RELATED ISSUES AND ILLNESS

<u>Leisure and Resorts World Corporation</u> is committed to promote and ensure a healthy and safe working environment through its various health programs for its employees. We shall conform to the all issuances and laws that guarantee workers health and safety at all times.

The company shall ensure that worker's health is maintained through the following company programs and activities:

- a) Orientation and education of employees
- b) Access to reliable information on illness and hazards at work
- c) Referral to medical experts for diagnosis and management of illness or healthrelated concerns
- d) Provide health-related programs such proper nutrition and exercise activities are made available to the workers

The above-mentioned programs shall comply with the Government's issuances on promoting healthy lifestyle, addressing mental health in the workplace and preventing and controlling substance abuse.

In addition, company policies to protect workers' rights arising from illness shall be guaranteed. The company shall promote the following workers' rights:

- a) Confidentiality of information
- b) Non-discrimination including non-termination
- c) Work accommodation following a course of illness
- d) Assistance to compensation

This policy is formulated for everybody's information. The company is committed to ensuring workers' health and providing a healthy and safe workplace.

Jacqueline Chan
HR Management Head

DATE: October 28, 2019

5.0 Composition and Duties of Safety and Health Committee

The SHC of the company is responsible to plan, develop and implement OSH policies and programs , monitor and evaluate OSH programs and investigate all aspect of the work pertaining to the safety and health of all the workers. SHC shall be composed of the following in compliance with the law:

| high risÌ | < establishme | m to high risk establishments with ten (10) to fifty (50) workers and low tonts with fifty-one (51) workers and above. – The OSH committee of the all be composed of the following: |
|-----------|--------------------------|---|
| | a-officio : airperson | Raymund F. Preligera Name of Employer or his/her representative |
| Ex | ecretary : | Abraham Solis Jr. Name of Safety officer of the workplace |
| m€ | embers | Gil A Borcelis Name of Certified first-aider/s |
| | | Name of OH nurse Name of OH dentist, and OH physician, as applicable |
| Me | Members : | Name of Safety officers representing the contractor or subcontractor, as the case may be, |
| | | Name of workers' representatives who shall come from the union, if the workers are organized, or elected workers through a simple vote of majority, if they an unorganized. |
| (| | rdinating Committee: For two (2) or more establishments housed under g or complex including malls. |
| | Chairperso | Name of Building owner or his/her representative such as the building administrator |
| | Secretary | Name of Safety officer appointed by the Chairperson |
| | Mambara | |

| Name of 2 safety officers from the building selected to the Joint OSH Committee |
|--|
| Name of two (2) workers' representatives one from which must be from a union if organized from any establishments under the building |

(All members of the HSC shall perform their duties and responsibilities by the OSH law and its implementing guidelines.)

Safety and Health Committee Minutes/Reports submitted to DOLE (pls attach latest OSH committee minutes/report)

| Yes | Х | No | |
|-----|---|----|--|
| | | | |

6.0 OSH Personnel and Facilities 6.1 Safety Officer

Safety Officer(s): (attach certificate of training/s prescribed by DOLE)(please use additional sheets as necessary)

| Name of Safety Officer(s): | Training(s) (kindly include number of hours) |
|----------------------------|--|
| Abraham Solis Jr. | BOSH 40 hours |
| Aldrich Espanya | BOSH 40 hours |
| | |
| | |

6.2 Emergency Occupational Health Personnel and Facilities

List of competent emergency health personnel within the worksite duly complemented by adequate medical supplies, equipment and facilities based on the total number of workers. (Use additional sheet if necessary and attach all required training certificates in this section.) Emergency Health Personnel and Facilities

| | Total number of | Health Personnel & Facilities | | |
|-------------------------|-----------------|-------------------------------|-------------------|--|
| Shift/Area/unit/ | workers/area | Health Personnel (First- | Facilities | |
| Department | | aider, Nurse, Physician, | (Treatment Room/ | |
| | | Dentist) | Clinic/ Hospital) | |
| Central AB Global | 1 | | | |
| Central Engineering | 21 | | | |
| Central HRD | 30 | Aldrich España | Lactation Room | |
| Central ODT | 2 | Dave Manaysay | | |
| Central Administration | 1 | | | |
| Central ITMS | 38 | Rowell Concepcion | | |
| Central Legal | 6 | | | |
| Central LRWC | 1 | | | |
| Central Purchasing | 6 | | | |
| Central Asset Mgt & | 21 | | | |
| Logistics | | | | |
| Central Finance | 37 | | | |
| Central Internal Audit | 15 | | | |
| Central OP | 20 | | | |
| Central OP (CSR) | 1 | | | |
| Corplan | 7 | | | |
| Investment Relations | 2 | | | |
| Security & Gen Services | 2 | | | |

7.0 Safety and Health Promotion, training and education provided to workers

- --Orientation of all workers on OSH
- -Conduct of Risk Assessment, evaluation and Control
- -*Continuing training on OSH for OSH Personnel
- -*Work permit System

(please attach additional sheets as necessary)

| Name of OSH | Number of Employees in | Date | |
|----------------------|------------------------|---------------------------|--|
| Training/Orientation | attendance | | |
| Basic First Aid | 41 | Sept 9,10,19 and 20, 2019 | |
| BOSH (10 hours) | | August 15, 2019 | |
| | | | |

^{*(}Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)



| Conduct of Risk Assessment (may include WEM) | Date |
|--|------------------|
| (Dust and Pest Control) | October 19, 2019 |
| | |
| | |

8.0 Conduct of Tool Box Meetings/ Safety Meetings if applicable

| Conduct of Safety Meetings/Tool Box Meetings | Date |
|--|------|
| NOT APPLICABLE | |
| | |
| | |
| | |

9.0 Accident/Incident/Injury investigation recording and reporting

Any dangerous occurrence, major accident resulting to death or permanent total disability, shall be reported by the company to the DOLE Regional Office within twenty four (24) hours from occurrence using the prescribed form (Work Accident / Incident Notification).

After the conduct of investigation, the company shall prepare and submit work accident report using the prescribed form (WAIR). Moreover, other work accidents resulting to disabling injuries such as Permanent Partial Disability and Temporary Total Disability shall be reported to the DOLE Regional Office within 30 days after the date of occurrence of accident using the DOLE prescribed form (WAIR).

All near misses shall be recorded and reported. A system for notification and reporting of work accidents including near misses within the company shall be developed and reviewed by the OSH Committee as necessary.

(Kindly submit reports on the following: Work Accident /Injury Report (WAIR), Annual Exposure Data Report (AEDR), Annual Medical Report (AMR)

Report Submitted Date
Report on Safety Organization March 21, 2019
Annual Medical Report March 21, 2019
Employers Work/Accident Illness Report March 21, 2019
Annual Work accident /Illness Exposure Data March 21, 2019

10.0 Provision and use of PPE

Issuance of PPE shall be supplemented by training on the application, use, handling, cleaning and maintenance.

| PPE provided | Number of Workers given | | |
|-------------------|-------------------------|--|--|
| Rubber gloves | Janitorial Staff | | |
| Plastic Tongs | | | |
| Wet Floor Signage | | | |
| Rubber Boots | | | |
| | | | |
| | | | |
| | | | |

11.0 Safety Signage

The safety signages include warning to workers and employees and the public about the hazards within the workplace.

Type of Safety Signage: Kindly attach picture.













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12.0*Dust control and management and regulation on activities such as building of temporary structures and lifting and operation of electrical, mechanical, communications system and other requirements *(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)

Kindly attach dust control procedures, plans on temporary structures, permits app;icable for the operation of electrical, mechanical, communications systems and other requirements

13.0 Workers Facilities Provided:

| FACILITIES | | IDED? | REMARKS |
|--|-----|-------|----------------|
| | YES | NO | |
| a. Adequate supply of drinking water | X | | |
| b. Adequate sanitary and washing facilities | X | | |
| c. Suitable living accommodation (if applicable) | X | | |
| d. Separate sanitary, washing and sleeping facilities (if applicable) | X | | |
| e. Lactation station (in consonance with DOLE D.O. 143-15) | X | | |
| f. Ramps, railings, and the like | X | | |
| g. Other workers' welfare facilities as prescribed by OSHS and other related issuances | х | | Lactation Room |

| 14 0 | Emergency | and Disaster | Preparedness: |
|------|--------------|---------------|----------------|
| 14.0 | Ellieldelicv | allu Disastei | riepaieuliess. |

| 14.1 | Written | Emergency | and Disaster Program | Yes | No x |
|------|---------|------------------|----------------------|-----|------|
| | | | | | |

14.2 Types and number of Drills conducted

| Type of Drills (fire, | Date | Responsible person/position |
|--|----------------|---|
| earthquake) | | |
| Annual Fire & Earthquake Drill (Building Admin | April 25, 2019 | Safety Officer/Pasig Fire Department |
| Initiated) | | |







| 15.0 | Solid Waste Management System | 1 | | |
|------|--------------------------------------|---------------|--------------------|------------------|
| | Written Pollution Control Program: | Yes: | No:x | |
| | Name of Pollution Control Officer: V | Vaste Manager | ment Follows Build | ing Admin Policy |

16.0Compliance with Reportorial Government Requirements (refer to item 9.0)

17.0 Control and management of hazards.

Refer to accomplished HIRAC

18.0 Prohibited Acts and Penalties/sanctions for violations on OSH

*(Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)

(Pls attach existing company sanctions for violations on OSH)

| (Example of Company violation policies) Safety Violation | 1st offense | 2nd offense | 3rd offense |
|---|------------------|---------------------|------------------|
| 1. Not using issued PPE | warning | 3 day suspension | 5 day suspension |
| 2. littering and loitering | warning | 3 day suspension | 5 day suspension |
| 3. smoking at prohibited area | warning | 3 day suspension | 5 day suspension |
| 4. illegal dismantling of safety signages and paraphernalia | warning | 3 day suspension | 5 day suspension |
| 5. Not following safety rules | 3 day suspension | 5 day suspension | Dismissal |

18.0 * Cost of implementing company OSH program

Php 608,950.00; Annual estimated amount for OSH program implementation to include but not limited to the following: orientation/training of workers, safety officer, OH personnel, purchase and maintenance of PPE, first aid medicine and other medical supplies, safety signages and devices, fire safety equipment/tools, safety of equipment (i.e machine guards,) etc.

^{*(}Applicable for medium to high risk establishments with 10 to 50 workers and low to high risk establishments with 51 workers and above)

| OSH Item | Estimated Cost/year |
|--------------------------------------|---------------------|
| PPEs | 50,000.00 |
| OSH trainings | 300,000.00 |
| Safety Signages | 50,000.00 |
| Machine Guards and related equipment | 20,000.00 |
| Medical examinations | 158,950.00 |
| Medical supplies/medicines | 30,000.00 |
| Others: Specify | 608,950.00 |