



GOODRICH ASIA PACIFIC SDN. BHD.
EMPLOYEE MANUAL

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EMPLOYEE MANUAL

Definition as to gender

All reference to the masculine gender (such as the word “he”) shall be deemed to refer to the feminine gender as well unless otherwise expressly stated.

Note

This Employee Manual is solely the property of Goodrich Asia Pacific Sdn. Bhd., any changes in the same has to be routed through HR for approval under all circumstances. Any misuse of the same by whatsoever means shall amount to serious consequences.

Foreword

We are fully committed to our organization and its customers. We hold a certain degree of responsibility towards ourselves, our immediate stakeholders, and the society at large.

As employees of the reputed business that we are, we have an added responsibility to maintain and enhance the repute that this organization has earned for itself.

During our work-life, we may encounter several situations where our integrity and values are put to the test. To sail successfully through such times, we adopt the policy and procedures outlined in this Employee Manual.

Through this Employee Manual, we expect our employees to:

- Have honest and ethical conduct, practice fair dealings, and ethically handle conflicts of interest;
- Follow disclosure procedures in a fair, timely, accurate, and understandable manner;
- Comply with all applicable laws and government norms;
- Safeguard the organization's legitimate business interests, including its assets, opportunities, and confidential information;
- Disengage from and discourage any activity that attempts to violate this Code of Conduct.

We ask you to read, understand, enforce, and adhere to the Policy and Procedures outlined in this Employee Manual, and also ensure that others who work for you in the course of employment, do the same.

About Goodrich Asia Pacific Sdn. Bhd.

From Local Pioneer to Global Logistics Leader

Goodrich Maritime is an independent, privately-owned global shipping and logistics services provider headquartered in Mumbai, India. Since its inception in 1997, it has established itself in various shipping and logistics segments and is dedicated to all transport-related services.

With a rich background in the shipping industry, the company's promoters have years of multifarious experience in the fields of Agency, NVOCC services, Ship Owning, Chartering, Logistics and Ship Management etc.

Today, Goodrich has a very strong presence across the Indian subcontinent as well as across multiple overseas locations like the UAE, Singapore, Indonesia, Malaysia, Thailand, Kazakhstan, Sri Lanka, Ivory Coast, Saudi Arabia, Bangladesh, Turkey, Ukraine, China, USA, and a cumulative employee strength of around 1000+ people.

Goodrich is recognized by the Indian trade as "The Most Versatile and The Fastest Growing Logistics Company in India."

Vision

To be a global partner of choice in the shipping and logistics industry delivering safe, sustainable, innovative solutions spanning across all geographies to ensure customer satisfaction.

Mission

To provide Shipping & Logistics solutions through an empowered workforce to deliver customer satisfaction.

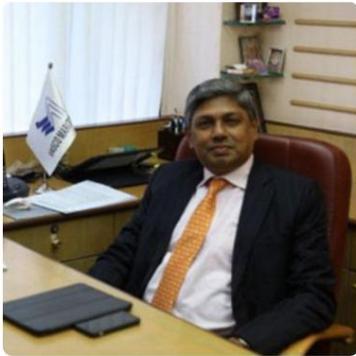
Corporate Social Responsibility

The Goodrich Group believes that business values mesh into broader values, that encompass corporates contributing to society at large. The Group today focuses on improving the lives of the underprivileged in society, and undertakes programs to enhance literacy, generate employment, improve health services, promote gender equality and empower women.

Leadership

Overview

We have a strong history wherein we have delivered complex projects right on time without negotiating on quality. This has been achievable only because of our determined set of leaders.



R. GOPAL
Managing Directors



T. VENKATARAMAN
Managing Directors

Footprints

Tracing our journey from Mumbai to the world, Goodrich Maritime has expanded its horizons across continents, marking our presence with unmatched expertise and services in strategic locations globally.

**HEADQUARTERED IN
INDIA**



**WORLDWIDE
PRESENCE**

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1. Commencement of Employment

Your employment is subject to terms and conditions mentioned in your employment offer letter. If you are a foreigner, your employment contract is valid subject to due approvals being received from relevant authorities under the applicable regulations. You are hereby advised that the employment contract is a professional covenant between you and the Company only. You shall not disclose, discuss or circulate details of this contract either directly or indirectly with/to any third-party including employees of the Company.

2. Immediate Superior and Duties & Responsibilities

You will be reporting to your Superior or anyone delegated by him during your tenure in the Company. You shall render your services diligently and to the best of your ability fulfilling the requirements of the Company's business interests at all times with the duties and responsibilities assigned to you which may change from time to time depending on business requirements.

3. Remuneration Package

3.1 You shall be paid a monthly basic salary of **RM xxx.00 (Ringgit Malaysia xxx Only)**

3.2 The applicable mandatory statutory contributions such as EPF, SOCSO and income tax will be deducted from your monthly basic salary. You shall be fully liable for payment of income tax or similar tax payable in respect of your emoluments and monthly tax deduction from your salary in accordance with the regulations.

3.3 You also consent that during your term of employment you authorize the Company to deduct from your monthly basic salary any sum for any leave of absence that you have taken without approval from the Company.

3.4 Your monthly salary shall be paid not later than seven days of the following month directly into your bank account.

4. Working Hours

4.1 The normal working hours are those associated with the Company's business and interest. To maintain a high standard of service to our valued customers, you will endeavor to observe the scheduled working hours you are assigned to.

4.2 Generally, the applicable daily normal working hours are:

4.2.1 Mondays to Fridays : 9.00am to 6.00pm (Lunch break: 1:00pm – 2:00pm)

4.2.2 Saturdays : Off day

4.2.3 Sundays : Rest day

4.3 You may be required to work beyond the stated hours when instructed by the Company or as business levels may dictate and this may be changed within a short notice.

4.4 It is also agreed that subject to daily operational circumstances, the Company reserves the right to amend the working hours from time to time at reasonable notice and you shall give your full cooperation to comply with the changes.

5. Probationary Period and Notice of Termination Period

5.1 You shall serve a probationary period of three (3) months from the date of commencement of your employment to enable the Company to ascertain your overall suitability to the position. At the end of this period, the Company reserves the right to confirm your employment or extend your probation for a further period of up to three (3) months. You shall remain on probation until you are notified in writing of your confirmation.

5.2 During probation, your services may be terminated by either party giving two (2) weeks' notice or two (2) weeks' salary in lieu of notice.

5.3 The Company however reserves the absolute right to either accept or refuse to accept from you an indemnity payment in-lieu of notice and require you to serve the full notice of termination.

6. Medical Examination and Access to Medical Records

6.1 During your tenure of employment, if you are found to be frequently unwell, the Company shall exercise its right to get you examined by Company's appointed medical practitioner/specialist/surgeon and have access to all medical records relating to your health condition from time to time. The findings of the medical examination shall be final.

6.2 If you fail to submit yourself to the medical examination when so instructed, you stand to jeopardize your employment with the Company on the basis of willful defiance of authority.

7. Promotion

7.1. The Company's policy has been to promote employees from lower grades to higher grades wherever possible and when suitable employees are available.

7.2. The Company reserves the right to fill any vacancy with an external candidate should no existing employee be deemed suitable. This decision remains solely at the Company's discretion.

8. Annual Leave

8.1. All employees, will be entitled to number of paid days leave every year as follows:

Length of Service	Annual Leave Days
Less than 2 years	14 days per year
2 years to less than 5 years	16 days per year
5 years or more	18 days per year

8.2. The leave will be counted from your date of join and will be avail on earned (pro rata) basis upon confirmation of your employment. You are encouraged to plan this leave in advance and submit for approval to your immediate superior.

8.3. Employees may only bring forward 50% of unutilised leave from the yearly

entitlement to the next calendar year. Any unutilised leave which exceeded the number of annual leave allowed to be brought forward shall be forfeited.

- 8.4. Application for annual leave must be submitted at least one calendar week in advance of commencement of such leave. Employee's request for annual leave will not be unreasonably withheld, but the Company reserved the right to alter any employees' leave schedule if it seems expedient to do so.

9. Sick Leave / Hospitalization Leave

- 9.1. Paid sick leave is only entitled for genuine illness and upon submitting medical chit issued by company's panel clinics or government clinics/hospitals to Human Resource department.
- 9.2. The entitlement to paid sick leave which necessitates absence from work is as listed below;

Length of Service	Sick Leave Days
Less than 2 years	14 days per year
2 years to less than 5 years	18 days per year
5 years or more	22 days per year

- 9.3. An employee shall inform his immediate superior or head of department of absence from work due to sick leave immediately upon the commencement of such sick leave.
- 9.4. The hospitalization leave is up to sixty (60) days in any calendar year exclusive of number of sick leave taken in clause 9.2 above. The hospitalization leave entitlement is upon submitting medical chit stamped by hospital/medical practitioner as 'Hospitalization Leave' to Human Resource Department.

10. Public Holidays

- 10.1. The Company recognises 11 gazetted public holidays including five (5) compulsory holidays among those declared by the State Government in each calendar year, which are the following;
 - i. Labour Day
 - ii. National Day
 - iii. Malaysia Day
 - iv. The Birthday of the Yang di-Pertuan Agong
 - v. The Birthday of the Ruler or the Yang di-Pertuan Negeri / Federal Territory Day
- 10.2. A memo containing listing of holidays observed for the relevant year will be displayed at the notice board for employees' reference.
- 10.3. Any employee absent from work prior to or after the holiday shall not be entitled for the holiday pay.
- 10.4. In the event in where an ad hoc holiday has been declared by the state government, employees shall attend work on that day as per normal working day. It is at the absolute rights of the Company to decide on the entitlement for such ad hoc holiday.

11. Repudiation of Contract/Absent without Leave

- 11.1. The Company does understand that you may face a situation which may require you to take emergency leave. In such a situation you are expected to immediately inform your immediate superior and the Human Resources Department of your predicament and provide all supporting documents related to the emergency leave requested.
- 11.2. If you do not report to work for more than two (2) consecutive days without prior approval or reasonable excuse, it shall be deemed that you have willfully terminated your contract of service with the Company. In such situation, you shall be liable to indemnify the Company a sum equivalent to the due notice stated herein.

12. Medical Benefits

- 12.1. The Company shall provide outpatient medical expenses for normal illnesses (except for surgical, ophthalmic, cosmetic and other similar specialist treatment) incurred by you to a limit of RM1000 per annum as prescribed by a company panel clinics and/or Malaysia's government clinics/hospital only. Employee will have to borne the medical expenses if the limit has been over utilized before the year ending.
- 12.2. Notwithstanding the provisions of sub-clause 12.1., the Company shall not pay for the following:
 - a) medical or surgical or other appliances.
 - b) spectacles, lenses and optician's fees.
 - c) any expenses in respect of pregnancy, confinement or miscarriage.
 - d) any expenses arising out of self-inflicted injury or illness or disease caused by misconduct.
 - e) treatment of venereal disease.
 - f) any expenses for treatment of mental cases which have been certified by a government doctor in charge of mental cases.
 - g) any expenses incurred in respect of illness, injury, or disablement arising from any proven fault, carelessness, indiscretion of the employee, participation in any hazardous sport, pursuit or past-time, attempted suicide, the performance of any unlawful act, exposure to any unjustifiable hazards, except when endeavoring to save human life, the use of drugs not medically prescribed, illegal abortion measures, congenital anomalies, excessive use of alcohol and plastic surgery or beautification purposes.
 - h) any expenses incurred in respect of any preventive medicine or vaccination/immunizations (such as Hepatitis B, Rubella, Measles, Mumps, Polio) of any kind.
 - i) not certified necessary by the Company's doctor or Government medical officer

13. Group Hospitalisation & Surgical Insurance Policy

- 13.1. All employees will be covered at the Company's expenses, by a Group Hospitalisation and Surgical Insurance Policy (Kindly refer to the yearly policy contract for more details).
- 13.2. The Hospitalisation and Surgical benefits are as specified in the Group Hospitalisation and Surgical Insurance Policy.
- 13.3. Any excess expenses incurred beyond the coverage in the Group Hospitalisation and Surgical Benefit Insurance Policy shall be borne by the employee.
- 13.4. In the event the employee resigns or his employment is terminated for whatever reason before the full settlement of the excess expenses, the full remaining outstanding balance will immediately become due and payable and the Company shall be entitled to deduct all monies due to the employee from the Company to offset the outstanding sum and the employee shall be liable to make good the balance remaining sum immediately.

14. Group Term Life Assurance Policy

All employees shall be covered under the Company's Group Term Life Assurance Policy in respect of death or total permanent disablement. (Kindly refer to yearly policy contract for more details)

15. Travel Insurance

All personnel who are required to travel officially will be entitled to the travel insurance coverage.

16. Disablement

The Company shall make every reasonable endeavor to provide alternative suitable employment for any employee who suffers disability due to sickness or accidents subject to the circumstances leading to and the nature of disability. Where alternative employment is offered the terms and conditions of employment and the salary shall be determined by the Company.

17. Transfer and Secondment

- 17.1. The Management reserves the right to transfer/second you to any department, branch, subsidiary, related companies or associated companies in Malaysia or overseas either temporarily or permanently for operational needs.
- 17.2. Transfer of employees shall be the sole prerogative of the Company and shall not be disputed.

18. Termination of Employment

- 18.1. After confirmation, termination of employment by an employee or by the Company shall be one (1) months' notice or one (1) month's pay in lieu of notice for non-managerial position and two (2) months' notice or two (2) month's pay in lieu of notice for managerial position except in the

circumstances hereinafter appearing:

- i. Dismissal without notice due to misconduct inconsistent with the fulfilment of the expressed or implied conditions of the service.
 - ii. Termination without notice in the event of any wilful breach by the other party of a condition of the contract of service.
- 18.2. Such notice must be in writing and shall be sufficiently served by the employee if served through the Head of Department or by the Company if served through the post to the address as given in the "Application for Employment" form or such other address as given to the Company by the employee.

19. Bonus

- 19.1. Bonus shall be granted to employees at the absolute discretion of the Company and will be made on the basis of the Company's and employee's performance and any other relevant factors which the Company deems fit to be given due consideration.
- 19.2. Annual bonus as provided in clause 19.1 shall not be granted and/or paid to an employee who has left service for whatever reasons before payment of the bonus, irrespective of the period he has worked during the year for which the bonus is declared.

20. Increments

Increments shall be awarded at the absolute discretion of the Company and will be made on the basis of the employee's performance and any other relevant factors which the Company deems fit to be given due consideration.

21. Maternity Leave

- 21.1. Upon presentation of a certificate from the Company doctor or any Government hospital, the Company shall grant a female employee a total of ninety-eight (98) consecutive days of maternity leave on full salary.
- 21.2. Applications for maternity leave shall be in writing and must be made out less than thirty days prior to the date on which it is desired that maternity leave commences.
- 21.3. Maternity leave will only be granted from any day within a period of 30 days immediately preceding the confinement of a female employee or from the day immediately following her confinement, and any absence from work due to any illness prior to the commencement of such maternity leave shall not be considered as maternity leave but as sick leave.
- 21.4. Leave on account of miscarriage, abortive measure, or premature birth occurring during the first twenty-two weeks of pregnancy shall not be considered as maternity leave but as sick leave/hospitalization as the case may be.
- 21.5. Any employee who fails to resume duty on the third working day following the expiry of maternity leave without a recommendation of sick leave from any registered medical practitioner or without prior leave from the Company or without reasonable excuse for such absence shall be deemed to have terminated her employment with the Company.
- 21.6. Notwithstanding sub-clause 21.1., a female employee shall not be entitled to any maternity allowance if at the time of her confinement she has five or more surviving children.

22. Paternity Leave

- 22.1. A confirmed married male employee shall be entitled to a paid paternity leave for a period of seven (7) consecutive days in respect of each confinement.
- 22.2. Notwithstanding sub-clause 22.1., paternity leave shall be restricted to five (5) confinements irrespective of the number of spouses by legal marriage.

23. Childcare Leave / Extended Childcare Leave

Employees who have served the Company for at least three (3) months and have children under 7 years are entitled to 6 days of paid childcare leave per year. Employees with children aged 7 to 12 years are entitled to 2 days of paid Extended Childcare Leave (ECL) per year. Leave is subject to approval by the immediate superior. Unused leave will be forfeited at year-end or upon termination.

24. Special Leave

- 24.1. All confirmed employees shall be granted up to an aggregate of twelve (12) days paid special leave, in any one calendar year.
- 24.2. Such special leave shall be granted to meet only events in the following instances:
 - a) Death of employee's wife, husband, child, parents — 3 days
 - b) Death of employee's grandparents, parents-in-law, brother, sister — 3 days
 - c) Employee's first legal marriage — 3 days
 - d) Residence of employee affected to the extent that it becomes uninhabitable by natural disaster in the form of flood or fire — 3 days
- 24.3. The special leave shall be taken on consecutive days and the first of such leave shall commence from the first working day after the instances occurred as provided in sub-clause 24.2. Prior permission shall be obtained before taking such leave. Where this is not possible, the employee shall advise his immediate superior on the duration of absence and reasons thereof immediately on the first day of resuming duty. Approved documentary evidence of the instances provided in sub-clause 24.2. shall be given to the Company within one week of resuming duty.

25. Retirement

- 25.1. All employees shall retire at the age of sixty (60) years.
- 25.2. In the absence of a Birth Certificate, the employee's date of birth shall be that shown on his National Registration Identity Card for the purpose of determining the retiring age. If the year only of his birth is stated he shall be deemed to have been born on the 31st of December of that year.

26. Corrective Disciplinary Policy

- 26.1. The Company believes that all employees are mature and conscientious to always display good conduct and uphold ethical values. The Company therefore expect you to abide by the Company's policies and regulations to meet the standards of performance, efficiency and good conduct.
- 26.2. To ensure fair and impartial treatment to all employees and to have a harmony working environment, disciplinary actions, where possible, are directed towards corrective actions rather than punishment.
- 26.3. Notwithstanding the foregoing terms and conditions, the company reserves the right at all times for summarily dismiss you from your employment without notice and without payment of salary-in-lieu-of-notice, if you are found guilty of criminal conduct, misdemeanor, misconduct, negligence, insubordination, behavior not befitting the entrusted position, or breach of any of the terms of this letter or any other existing terms and conditions laid down by the company from time to time for all its employees.

27. Return

Upon termination of Employee's employment with the Company for any reason, and upon request of the Company at any other time, Employee shall promptly surrender and deliver to the Company all documents and other written material of any nature containing or pertaining to any Confidential Information and shall not retain any such document or other material. Within five days of any such request, Employee shall certify to the Company in writing that all such materials have been returned.

28. Statements Concerning Company

28.1. Employee shall refrain, both during the employment relationship and after the employment relationship terminates, from publishing any oral or written statements about Company or any of its affiliates or any of such entities' officers, employees and consultants, agents or representatives that are slanderous, libelous or defamatory; or that disclose private or Confidential Information about Company, any of its affiliates or any of such entities' business affairs; or that place Company or any of its affiliates, or any of such entities' officers, employees and consultants, agents or representatives in a false light before the public; or that constitute a misappropriation of the name or likeness of Company, or any of its affiliates or any of such entities' officers, employees and consultants, agents or representatives.

28.2. Notwithstanding the foregoing, this provision shall not apply to statements about the Company concerning any illegal or unsafe practices, if in the good faith belief of Employee and after written notification to the Company, a statement is necessary to prevent harm from occurring due to illegal or unsafe practice or in connection with a judicial or administrative proceeding. A violation or threatened violation of this prohibition may be enjoined by the courts. The rights afforded Company and its affiliates under this provision are in addition to any and all rights and remedies otherwise afforded by law.

29. Gifts and Bribery Policy

29.1. To prevent any undue influence or obligations to external parties, the Employee must declare to the Company any gifts received by themselves or any member of their immediate family from principals, agents, dealers, or any parties who have business dealings with the Company. Exclusions: food hampers and flowers. The Company will determine the appropriate handling or disposal of such gifts.

29.2. By accepting this offer of employment, the Employee agrees to comply with the Company's Gifts and Bribery Policy, which prohibits offering, accepting, or soliciting any gift, favour, or benefit that could influence business decisions or create a conflict of interest. Modest gifts of nominal value may be accepted,

provided they are declared to the Employee's supervisor.

29.3. Any breach of this policy may result in disciplinary action, including termination, and may also attract legal consequences under Malaysian law.

30. Confidentiality & Protection of Company Information

30.1. During and after your employment with the Company, you are required to maintain strict confidentiality regarding all information acquired in the course of your duties, unless prior written authorization is obtained from the Company.

30.2. Confidential Information refers to, but is not limited to, your payroll, benefit and employment matters, trade secrets, financial data, business strategies, operational plans, client details, and any other information that may influence or impact the Company's competitive advantage.

30.3. You are prohibited from copying, duplicating, reproducing, or destroying any confidential information belonging to the Company without the Company's prior written consent.

30.4. This obligation of confidentiality shall remain in force even after your employment ends and shall continue until such information is no longer confidential or has been officially released to the public by the Company.

31. Exclusivity of Employment

The Employee shall not, whether directly or indirectly, engage in or be involved with any trade, business, or occupation other than employment with the Company during the term of this agreement, unless prior written consent has been expressly granted by the Company. Such consent shall not be unreasonably withheld. For the purposes of this clause, "occupation" includes participation in Parliament, State Assemblies, or any form of public or private work or activity that, in the opinion of the Company, may hinder, conflict with, or interfere with the effective performance of the Employee's duties while employed by the Company.

32. Sexual Harassment Policy

The Company is committed to providing a workplace free from sexual harassment. Any form of sexual harassment, whether verbal, non-verbal, visual, or physical, will not be tolerated. Employees are encouraged to report incidents to the HR Department or designated officer. Complaints will be investigated promptly and confidentially. Disciplinary action, including termination, may be taken against proven misconduct. Employees who make complaints in good faith will be protected from retaliation.

33. Equal Employment Opportunity

The Company is committed to providing equal employment opportunities to all employees and applicants without regard to race, colour, religion, gender, age, disability, or any other status protected by law. Employment decisions are based solely on qualifications, performance, and business needs.

34. Dress Code Policy

You are required to observe the Company's dress code at all times. Employees are expected to maintain a neat, clean, and professional appearance appropriate to their job function. From Monday to Thursday, formal business attire is required. On Fridays, smart casual wear is permitted unless otherwise instructed by Management due to official events or guest visits. Slippers, torn or ripped clothing, and any attire deemed inappropriate or revealing are strictly not permitted at the workplace. The Company reserves the right to advise any employee whose attire is deemed inappropriate to make the necessary corrections.

35. Tidiness and Cleanliness of Working Desk and Office

Employees are expected to maintain good housekeeping habits and ensure their workstations and the office environment are kept clean and orderly. Personal belongings, work documents, and office equipment should be stored appropriately and safely. Workstations must be tidied before leaving the office to prevent safety hazards and protect business confidentiality. The Company promotes a clean-use policy for common areas, including meeting rooms, pantries, and passageways. Consumption of food is only permitted in the pantry area; drinks may be taken at workstations.

36. Grievance Handling & Whistleblowing Policy

The Company is committed to maintaining lawful, ethical, and fair workplace practices and encourages employees to raise concerns in a responsible manner.

36.1. A grievance is any complaint or concern raised by an employee relating to their employment, including but not limited to working conditions, treatment by management or colleagues, or the application of Company policies. Employees shall, where practicable, raise grievances with their immediate supervisor or the Human Resources Department. The Company shall review all grievances impartially and in a timely manner and shall communicate the outcome to the employee following completion of the review. All grievances will be handled with appropriate confidentiality.

36.2. Whistleblowing refers to the disclosure of information by an employee concerning suspected misconduct, wrongdoing, or illegal activity that may adversely affect the Company, including but not limited to fraud, corruption, breach of law or regulation, or serious health and safety risks, from internal or external parties.

36.3. Employees may report whistleblowing concerns to management or the Human Resources Department. Such disclosures shall be assessed and investigated as deemed appropriate by the Company and handled with due regard to confidentiality.

36.4. The Company strictly prohibits any form of retaliation, victimization, or adverse treatment against an employee who raises a grievance or makes a whistleblowing disclosure in good faith. Any breach of this provision may result in disciplinary action.

36.5. Any grievance or whistleblowing disclosure found to be knowingly false, vexatious, or malicious may result in disciplinary action, up to and including termination of employment.

37. Travel Policy and Reimbursement of Expenses

Employees who are required to travel in the course of their official duties shall be eligible to claim reasonable expenses incurred for meals, accommodation and lodging, as approved by Management. All claims must be supported by original receipts or official bills and submitted within the stipulated timeline. Reimbursements will be made based on actual expenses, subject to prior approval and the Company's travel policy.

38. General

It shall be deemed a breach of offer of employment should the employee at any time from the date of this appointment:

- a) Divulges, directly or indirectly, any knowledge or information acquired during the course of employment concerning the affairs or properties of the Company, except with the express written approval of the Company;
- b) Fails to perform, faithfully and diligently, the duties and responsibilities assigned by the Company, or does not at all times use their utmost ability to promote and advance the interests of the Company;
- c) Engages in any private trade, business, or commercial activity, whether alone or in partnership with others, without the express written approval of the Managing Director, or Executive Director. The position offered is full-time and requires the Employee's total commitment, and involvement in other business or part-time work is not permitted;
- d) Commits any serious or persistent breach of any of the terms of this agreement;
- e) Commits any act of fraud, attempted fraud, computer fraud, illicit act, or misuses the Company's equipment, assets or systems for personal use or gain;
- f) Displays negligence in the performance of duties, resulting in loss, risk or reputational harm to the Company;
- g) Fails to comply with or carry out any lawful orders, directions, rules, regulations, procedures, practices, or arrangements established by the Company and in force from time to time;
- h) Suffer from mental disorder within meaning of Section 2 of the Mental Health Act 2001;
- i) Is guilty of grave misconduct or wilful neglect in the performance of duties;

- j) Displays negligence in the performance of duties, resulting in loss, risk or reputational harm to the Company;
- k) Becomes bankrupt or makes any arrangement or composition with creditors;
- l) Is convicted of a criminal offence, except where the Company, in its sole opinion, considers that the offence does not affect the Employee's position;
- m) Commits insubordination, including refusal to comply with lawful and reasonable instructions issued by management;
- n) Fails to meet performance expectations, including persistent underperformance despite reasonable guidance, feedback or formal warnings;
- o) Engages in misconduct involving staff, including behaviour that causes disharmony or disrupts workplace harmony and team morale;
- p) Misuses Company property, resources, assets or confidential information for personal benefit, personal advantage or any unauthorized purpose;
- q) Any form of misbehaviour or misconduct at the workplace, including towards any colleague, in violation of the Malaysian Sexual Harassment Act and/or the Company's HR policies, shall be treated as a serious offence and may result in disciplinary action up to and including termination of employment;
- r) Fail to abide by any clause(s) of the signed N.D.A (Non-Disclosure Agreement)

Any breach of this offer of employment on any of the grounds listed above shall render the Employee liable to dismissal by the Company without notice or payment in lieu of notice.

39. Changes in Personal Details

- 39.1. You will notify the Company of any change in your residential address, family status, acquisition of additional qualification, etc.
- 39.2. In the event of your failure to keep the Company informed about any change in your residential address, any communication sent to you at your last known address shall be deemed to have been served on you adequately. Service of any notices, letters or documents will be treated as complete on the same being sent by the Company by registered post at the address provided by you to the Company

40. Declaration

- 40.1. You have been engaged by the Company based on your representation and all particulars furnished by you in/during your job applications. You hereby declare that you have fully disclosed to the Company all material information regarding yourself relating to all information and not limited to any major disciplinary actions taken against you at your previous employment, criminal charge, conviction or bankruptcy proceedings which to your knowledge had been, or is pending or may be brought against you.
- 40.2. In the event you are found to have misrepresented the truth or have concealed or withheld some material or relevant facts, to secure employment with the Company, the Company reserves its right to summarily nullify the contract and

terminate this contract forthwith without any compensation whatsoever paid to you.

41. Non-Disclosure Agreement (NDA)

The Non-Disclosure Agreement (NDA), duly signed by you, shall form an integral and binding part of this Employee MANUAL and your terms and conditions of employment. It shall be incorporated into the Company's policies and procedures and shall constitute a legally enforceable contractual obligation between you and the Company. The NDA shall remain valid and enforceable during the course of employment and after the termination of employment, regardless of the reason for such termination. Any breach thereof shall be treated as serious misconduct and may result in disciplinary action, including termination of employment and/or legal proceedings.

42. Amendments and Changes to the Terms of the Contract

The Company reserves the right to amend, annul, modify or vary any of the aforesaid benefits, conditions and terms as and when it deems necessary and such amendments shall apply forthwith. The breach of the offer of contract on the above foregoing grounds shall render yourself liable to summary dismissal by the Company without compensation or notice.