

Private and Confidential

DATE: 18/2/2025
REF: ZMIN65

Yap Fong Kiat

(NRIC No.: 020801-01-1083)

16-3, Jalan Nova U5/N, Subang Bestari,
40150 Shah Alam, Selangor

Dear Mr Yap,

RE : Letter of Employment – Software Developer, Intern

We would like to take great pleasure in offering you the position of **Software Developer, Intern** with us here at **Zoom Mobile Solutions Sdn. Bhd.** ("The Company") where we hope you will enjoy your role and make a significant contribution to the success of our organisation.

This offer of employment to you with the Company shall subject to the following terms and conditions:-

1. Commencement Date:

We request that you commence employment with **Zoom Mobile Solutions Sdn Bhd** on **2nd May 2025**, with the conclusion of your employment set for **31th July 2025**.

2. Remuneration, Payment & Deductions

Your remuneration package includes a **zero monthly salary**. However, in the event of any overtime (OT) required, you will be compensated at an hourly rate of **RM 6.00**. All amounts owed to you (excluding lawful deductions) will be paid in arrears not later than the fifth (5th) day of the month for the work performed in the preceding month.

2.1 The Company shall reimburse the Employee approved outstation traveling, hotel and other expenses wholly, exclusively and necessarily incurred by you in or about the performance of your duties under this agreement as is considered reasonable and appropriate by the Company provided you, if so required by the Company, provide reasonable evidence of the expenditure in respect of which you claim reimbursement. Other allowances will be decided on a case by case basis and you should obtain prior clearance from the Company where appropriate.

3. Internship

Your internship will be subject to a period of **thirteen (13) weeks** when your performance and suitability for the position will be assessed. During such time, either party may terminate this contract by giving 24 hours' notice or by payment in lieu of notice.

4. Holiday Entitlement & Use

All holiday entitlement shall be taken subject to approval from the Company and at a time or times convenient to the Company. All leaves taken other than public holidays are considered unpaid leaves.

5. Working Hours

Monday - Friday : 9am – 6pm or 10am – 7pm
Lunch Hour : 1pm – 2pm

Due to the nature of work undertaken by the Company, you may be required to stay beyond the normal working hours to carry out and complete your duties as and when it may become necessary in order to meet the needs of the Company's business at no additional remuneration.

6. Work Location

You will be based at Zoom Mobile Solutions Sdn Bhd main office but may be required to work at such other locations within Malaysia, or have the option to work from home, as determined by the needs of the business.

7. Termination of Employment

Either you or Zoom Mobile Solutions Sdn Bhd may terminate your contract of employment at any time by giving 24 hours' notice of termination.

The Company may terminate your contract of employment at any time without notice or compensation in lieu if:-

- You are guilty of serious misconduct (defined as breach of any employment related law or policies published by the Company from time to time) or unsatisfactory work;
- You are in material breach of a provision of this contract, including confidentiality undertakings.

- A court find you guilty of a criminal offence (other than a “careless driving” offence under road traffic legislation in Malaysia or elsewhere for which a fine or non-custodial penalty is imposed);
- Unsound mind or diagnosed as possibly having any kind of mental sickness.
- You are disqualified from the performance of your duties hereunder (whether by reason of the non-grant, termination or revocation by any regulatory body or bodies of any necessary registration, license or approval or otherwise);
- Bankruptcy or makes any composition or enters into any deed of arrangement with creditors;

Following termination of your employment you will be required to return all company property and to deliver safely to the Company all documents (including copies), software, data, keys, stationery and items which may be in your possession or under your control. Also following termination of your employment you must not record confidential information in any form.

9 Confidentiality of Information

During your employment you may become aware of information relating to the Company including but not limited to client lists, trade secrets, client details etc.

Confidential information remains the sole property of Zoom Mobile Solutions Sdn Bhd. You shall not, either during or after your employment, without the prior consent of the Company, directly or indirectly divulge to any person or use the confidential information for your own or another’s benefit.

10 Indemnity

You agree to indemnify and keep harmless the Company against all proceedings, suits, actions, claims, demands, costs and expenses whatsoever which may be taken or made against the Company or incurred or become payable by the Company in respect of injury (whether fatal or otherwise) to any person or damage or loss to any property occasioned directly or indirectly by any act, omission or other default by you while in the employment of the Company.

11 Rights to Intellectual Properties

11.1 For the purpose of this Agreement, the term "IP Rights" shall mean the design specifications for hardware and software/system architecture and development, manuals, programs, systems, concepts, ideas, processes or techniques (including, but not limited to, the user interface, text and copy, database infrastructure, administration interface and management tools) of each element of service and product produced for the Company by you, whether on your own or with others during the term of your employment whether in accordance with specific instructions from the Company or otherwise.

11.2 Any IP Rights, project materials and works produced by you during your employment period shall belong exclusively to the Company or be transferred to the Company eventually for the exclusive use of the Company. To the extent that they do not, you hereby agree to assign to the Company all patent, copyright or other right of protection relating to such work. During the term of this appointment, you shall not apply for a patent, copyright or other rights or protection on any work without the prior written consent of the Company.

11.3 You shall not, without the prior written consent of the Company, use, or permit the use of, any IP Rights, project materials or work performed pursuant hereunder, any materials or information supplied by the Company, for any purpose other than delivering the services hereunder. You shall not reproduce, distribute, disclose or sell to any person other than the Company any of the IP Rights, project materials, work (including the existence of the project materials or work) or derivation thereof or any materials or information supplied by the Company.

11.4 At the Company's request, you shall execute and deliver such further documents and instruments as may be requested by the Company to perfect its rights under this Agreement, including any documents required to register in the Company's name, or record the transfer to the Company of, the patent, copyright or other right or protection in the IP Rights, project materials or any work.

12 Internal Policies, Guidelines & Benefits Scheme

You shall abide by the Company's internal policies and guidelines, inter alia, compliance and operational procedures and processes issued from time to time. Breach of any of these may be grounds for summary dismissal by the Company.

The Company may provide you with additional benefits. Any such benefits, shall be in accordance with the Company's policies for the time being in force. Although the Company is presently in the process of creating a benefits policy,

there is no obligation on the part of the Company to introduce or implement any policy.

13 General

13.1 This letter describes the Company's offer of employment. Any other discussions that you may have had with us are not part of our offer unless they are described in this letter. This letter sets forth the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior agreements and understating among the parties with respect thereto.

13.2 The Company shall have the right to vary the terms and conditions of this Agreement from time to time to meet the needs of the Company and reserves the right at its absolute discretion to assign and or transfer its rights, benefits and obligations arising under or pursuant to this Agreement in favor of or to any successor in interest, any of its subsidiaries or associated companies.

13.3 Any waiver by either party of a breach of any provision of this contract shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this contract. The failure of a party to insist upon strict adherence to any term of this contract on any occasion shall not be considered a waiver of the right thereafter to insist upon strict adherence to such term or any other term of this contract. Any waiver by a party under this contract must be in writing and signed by such party.

13.4 In the event that any one or more provisions contained in this contract shall for any reason be held to be invalid, illegal, void or enforceable, such provision shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herin, and the parties agree to modify, alter or amend the scope, but not the intent, or such invalid, illegal, void or unenforceable provision in order to permit enforcement of such provision.

14 Governing Law

Your contract of employment is governed by the laws of the Malaysia.



ZOOM MOBILE SOLUTIONS SDN. BHD.

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No 5-2, Jalan PJU 5/20A,
Pusat Perdagangan Kota Damansara,
47810 Petaling Jaya,
Selangor Darul Ehsan

Yap Fong Kiat, we would like to take this opportunity to welcome you to Zoom Mobile Solutions Sdn Bhd and wish you a long and rewarding career with us.

Yours sincerely,

Chew Hwai Geeng
Chief Executive Officer
ZOOM MOBILE SOLUTIONS SDN BHD

I, _____, accept the offer of employment as described under the terms and conditions of this contract.

Signature

Date