



# FLEXIBLE WORK ARRANGEMENT (FWA)

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## POLICY & GUIDELINES

Telekom Malaysia Berhad

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## **GUIDELINES OF FLEXIBLE WORK ARRANGEMENT (FWA)**

### **Introduction**

1. With the rapidly evolving business environment of today, TM recognizes the necessity to provide Flexible Work Arrangement (FWA) for its employees, as part of its strategy to attract employees and keep them engaged and motivated.
2. Each employee's needs is different, and FWA aims to provide options for them to manage their time and lives better. FWA may also be the enabler in our aspiration of New TM, which requires Warga TM to be agile and continually seek ways to do things differently.
3. A culture of trust is the foundation of any FWA implementation. All parties involved in FWA must be committed in ensuring that FWA is implemented with clarity, consensus and integrity. Open dialogues regarding FWA must always be done not only between individual employees and their superiors, but also within the team itself, both FWA and non-FWA takers.
4. The objective of this document is to establish a clear understanding on the policies, guidelines and procedures in FWA implementation.

### **Supervisors as people managers**

1. Immediate superiors or supervisors play a key role in ensuring a successful FWA implementation, in their capacity of managing people across different levels of the organization.
2. These people managers are empowered to assess the suitability of the available FWA options for their team members.
3. Should the managers decide that FWA is suitable to be implemented in their team, they are responsible to manage and adjust the team's way of working, resource management and processes to maintain the expected productivity and deliverables.

### **Employee's roles and responsibilities**

1. Employees must recognize that not all FWA options are suitable for all jobs and positions. FWA is also not an inherent employee benefit, but rather reached through trust and mutual understanding between the employees, their superiors and team members.
2. During the process of considering of any of the FWA options, discussions should be held with the superiors and team members to ensure that everyone understands how FWA would work in the team, and work together to resolve any issues or challenges during the implementation.
3. Once employees have been trusted to take up FWA, they must perform as expected level, or exceeding it. They must also be flexible to their current FWA implementation period, where

sometimes employees may be expected to accommodate important meetings, customer or training requirements and other situations of similar nature.

**The role of Group Human Capital Management (GHCM) and HC Business Driver (HCBBD)**

1. The situations and needs for FWA may vary across Lines of Business and their respective divisions.
2. GHCM and HCBBDs are responsible to facilitate and offer consultation to employees and their superiors on the FWA implementation.
3. GHCM is also responsible as the owner of the FWA guidelines, policy and processes as captured in this document.

**Next steps**

Employees who wish to explore and consider the available FWA options are advised to study this document, discuss with their superiors and team members and seek advice from their respective HCBBDs as necessary.

# **SELF-DECLARED RECOVERY LEAVE**

## **SELF-DECLARED RECOVERY LEAVE TERMS & CONDITIONS**

**Please read the following terms and conditions (“T&C”) carefully before applying for SELF-DECLARED RECOVERY LEAVE (“SDR Leave”). By indicating your acceptance of this T&C, you are deemed to understand, acknowledge and agree to be bound by all the terms and conditions for SDR Leave by Telekom Malaysia Berhad (“TM”). TM reserves the right to update or revise these T&C and will give notice of amendment to the employees in such a manner deemed necessary and appropriate.**

### **INTRODUCTION**

Self-Declared Recovery Leave is a voluntary Flexible Work Arrangement (FWA) offering by TM, to provide the employees of TM Group the flexibility to apply for sick leave without medical certificate.

### **TERMS AND CONDITIONS**

1. All permanent and contract employees with TM and its subsidiaries are eligible to apply for SDR Leave.
2. The maximum number of days allocated for this leave is **three (3) days per calendar year or three (3) days per yearly contract period.**
3. Upon intention to utilize this leave, employee **MUST immediately inform his immediate superior to obtain permission.** If not permitted, employee should proceed to apply for Medical Leave and obtain the necessary medical certificate (MC) as per normal procedure.
4. Immediate superior has **the right to reject the request and/or application of this leave.** With the rejection, employee should proceed to apply for Medical Leave and obtain the necessary medical certificate (MC) as per normal procedure.
5. The leave **MUST** be applied on the **leave day itself or latest by 48 hours from the leave day.**

6. The utilization of this leave will be **deducted from the employee's Medical Leave quota**.
7. Employees may **NOT** apply for this leave if their **Medical Leave quota is fully utilized**.
8. Employees may **NOT** apply for this leave if their **Annual Leave quota is less than one (1) day**. However, employees may still apply for normal Medical Leave if the Medical Leave quota is still available.
9. Employees may **NOT** apply this leave for **more than one (1) consecutive working days**.
10. The leave may be applied through GEMS ESS portal or manual form for certain subsidiaries.
11. The leave application must be approved or rejected by the employee's immediate superior, as per other types of leave.
12. Employee **MUST provide a valid reason** for each application of this leave, such as fever or headache.
13. **Abuse** of this leave will lead to **disciplinary action**.

## OTHER TERMS

1. There will be no changes on the employee's existing entitlement for loan entitlement, medical benefits, insurance and other benefits in accordance to his/her respective Terms and Conditions or Collective Agreement, subject to existing policies on the matter.
2. In the event of any inconsistency between the English language texts and the Bahasa Malaysia language texts of this T&C or should there be any dispute on the meaning or interpretation of certain provisions, the parties hereby agree that the English language text shall prevail.

## EMPLOYEE'S RESPONSIBILITY

The employee is required to:

- i. Provide to TM any information related to SDR Leave as and when required by TM.
- ii. Participate in survey or feedback regarding SDR Leave by TM.



- iii. Adhere to TM's instructions, internal policies and code of business ethics.
- iv. Not to make any external press release or other public statement whether in written, social media, online or disclosure concerning SDR Leave without TM's prior written agreement.

## **INDEMNITY**

1. The employee agrees to indemnify, defend, save, and hold harmless TM to the fullest extent permitted by law, from and against any and all losses, claims, liabilities, causes of action, damages, penalties, judgments court costs and expenses which arise out of or are related to the employee's performance or nonperformance of his/her duties and obligations under this T&C.
2. TM shall not be liable for any liability or settlement of any claim against the employee due to the employee's performance or non-performance of his/her duties and obligations under this T&C.
3. The employee agrees and understands that this Indemnity clause shall survives the expiration or termination of this T&C.

# **ANNUAL LEAVE PURCHASE**

## ANNUAL LEAVE PURCHASE

### TERMS & CONDITIONS

Please read the following terms and conditions (“T&C”) carefully before applying for ANNUAL LEAVE PURCHASE (“AL Purchase”). By indicating your acceptance of this T&C, you are deemed to understand, acknowledge and agree to be bound by all the terms and conditions for AL Purchase by Telekom Malaysia Berhad (“TM”). TM reserves the right to update or revise these T&C and will give notice of amendment to the employees in such a manner deemed necessary and appropriate.

### INTRODUCTION

Annual Leave Purchase is a voluntary Flexible Work Arrangement (FWA) offering by TM, to provide the employees of TM Group the flexibility to purchase additional annual leave days.

### TERMS AND CONDITIONS

1. All permanent and contract employees with TM and its subsidiaries are eligible to apply for AL Purchase.
2. The maximum number of days allocated for this leave is **two (2) days per month**.
3. The leave **MUST** be **applied before** or **on the leave day itself**.
4. If the leave is **applied after the leave day**, employee will have to apply under **Annual Leave quota**. If the Annual Leave quota is fully utilized, then the payment of this leave will be treated under the **Unpaid Leave** process.
5. **The payment for this leave** is based on a predetermined calculation of **the salary rate of one (1) day** (basic salary / 31 calendar days) and will be done through **salary deduction**.
6. This leave may be applied through GEMS ESS portal or manual form for certain subsidiaries.

7. Immediate superior **MUST take action** to approve or reject the leave application **within five (5) working days**. If there is no action taken by immediate superior, the leave will **be automatically approved by the system**.
8. Leave day(s) that are purchased **must be utilized during the leave month**.
9. If the leave day(s) cannot be utilized for whatever reason, employee has to **request cancellation** and the **cancellation must be approved** by the immediate superior.
10. The purchase of this leave will **NOT** affect employee's **statutory contributions** and **years in service**.

## **OTHER TERMS**

3. There will be no changes on the employee's existing entitlement for loan entitlement, medical benefits, insurance and other benefits in accordance to his/her respective Terms and Conditions or Collective Agreement, subject to existing policies on the matter.
4. In the event of any inconsistency between the English language texts and the Bahasa Malaysia language texts of this T&C or should there be any dispute on the meaning or interpretation of certain provisions, the parties hereby agree that the English language text shall prevail.

## **EMPLOYEE'S RESPONSIBILITY**

The employee is required to:

- v. Provide to TM any information related to AL Purchase as and when required by TM.
- vi. Participate in survey or feedback regarding AL Purchase by TM.
- vii. Adhere to TM's instructions, internal policies and code of business ethics.
- viii. Not to make any external press release or other public statement whether in written, social media, online or disclosure concerning AL Purchase without TM's prior written agreement.

**INDEMNITY**

4. The employee agrees to indemnify, defend, save, and hold harmless TM to the fullest extent permitted by law, from and against any and all losses, claims, liabilities, causes of action, damages, penalties, judgments court costs and expenses which arise out of or are related to the employee's performance or nonperformance of his/her duties and obligations under this T&C.
5. TM shall not be liable for any liability or settlement of any claim against the employee due to the employee's performance or non-performance of his/her duties and obligations under this T&C.
6. The employee agrees and understands that this indemnity clause shall survives the expiration or termination of this T&C.

# **FLEXIWEEK**

## **FLEXIWEEK**

### **TERMS & CONDITIONS**

Please read the following terms and conditions (“T&C”) carefully before signing up for FLEXIWEEK (“FlexiWeek”). By indicating your acceptance of this T&C, you are deemed to understand, acknowledge and agree to be bound by all the terms and conditions for FlexiWeek by Telekom Malaysia Berhad (“TM”). TM reserves the right to update or revise this T&C and will give notice of amendment in such a manner deemed necessary and appropriate.

#### **INTRODUCTION**

FlexiWeek is a voluntary Flexible Work Arrangement (FWA) offering by TM, to provide the employees of TM Group the flexibility to work four (4) days per week, with a Flexi-Off Day and a temporary and proportionate salary adjustment.

#### **1. DEFINITION**

In this T&C, unless the context requires otherwise, the following abbreviations and words shall bear the following meaning and definition:

|                                |   |
|--------------------------------|---|
| <b>“Collective Agreements”</b> | means the collective agreements entered into by TM with the TM Group’s non-executive employees’ unions;   |
| <b>“Employment T&amp;C”</b>    | means the terms and conditions governing the employment of the TM Group’s executive employees;  |
| <b>“FlexiWeek”</b>             | means this offering under Flexible Work Arrangement (FWA), which is FlexiWeek;  |
| <b>“Flexi Off-Day”</b>         | means one (1) day off per week as elected by the Participant during FlexiWeek;  |
| <b>“Participant”</b>           | means TM Group’s employees who participate in FlexiWeek;  |
| <b>“Participation Period”</b>  | means the Participant’s participation period in FlexiWeek;  |
| <b>“TM Group”</b>              | means TM and all its subsidiaries within TM’s group of companies, which includes all companies in which TM whether directly or indirectly has controls over such companies. |

## **2. ELIGIBILITY AND DISQUALIFICATION**

- 2.1. Employees engaged on permanent and/or contract basis with TM and its subsidiaries are eligible to participate in FlexiWeek.
- 2.2. Participant must agree to adhere to the terms & conditions as imposed by this T&C by signing the Declaration of Acceptance of this T&C.
- 2.3. The enrollment into FlexiWeek is open as stated under Clause 3.
- 2.4. Participant is not eligible or may be disqualified from FlexiWeek due to any of the following reasons:
  - a. The Participant who will be exceeding the maximum pay deduction percentage of 75% (including housing loan) or 50% (without housing loan), with the inclusion of FlexiWeek salary deduction percentage;
  - b. The Participant found to be in a disciplinary action proceeding prior to or during FlexiWeek;
  - c. The Participant fails to adhere to this T&C; and/or
  - d. The Participant fails to achieve the expected level of existing productivity level indicators i.e. Key Performance Indicator ("KPI") and daily task deliverables.
- 2.5. TM shall have the absolute discretion to determine the employee's eligibility and TM have the right to reject the employee's application if TM deems fit do so. Even if the employee's immediate superior has approved the application for FlexiWeek, TM have the absolute discretion to terminate such participation, as and when TM deems fit to do so. TM's decision is conclusive and binding on the employee and they have no right to question TM's decision.

## **3. EFFECTIVE DATE AND PARTICIPATION PERIOD**

- 3.1. The Participant may at any time enroll into FlexiWeek subject to Clause 4 herein. Notwithstanding anything to the contrary, TM reserves the absolute right to further extend, shorten or terminate the Participation Period by providing a written notice, at any time



before or after the expiry of the Participation Period without having to consult the Participant.

- 3.2. During the Participation Period, the Participant must comply with the terms & conditions as imposed in this T&C.
- 3.3. The Participant must participate in FlexiWeek for at least one (1) month or more, and the commencement date of FlexiWeek and any change request to FlexiWeek is on every 1st of the month ("Commencement Date"). The Participant may apply to participate in FlexiWeek through GEMS ESS or manual form for certain TM's subsidiaries.

#### **4. APPROVAL, CHANGE AND WITHDRAWAL**

- 4.1. Approval to participate or change request of FlexiWeek is subject to approval by the employee's immediate superior, through GEMS ESS or manual form for certain TM's subsidiaries.
- 4.2. The approval of the immediate superior must be done latest by the end of each month, for the participation or change request to be effective on the following month.
- 4.3. Once the Commencement Date of the participation or change request is effective, the Participant is not allowed to withdraw during the current month. The actual date of the Participant's participation in the FlexiWeek shall be on the Commencement Date and shall be terminated either via withdrawal of the Participant from FlexiWeek or expiration of the Participation Period.
- 4.4. The Participant may apply to withdraw from FlexiWeek latest by the end of each month, for the withdrawal to be effective on the following month. The Participant may apply to withdraw from FlexiWeek through GEMS ESS or manual form for certain TM's subsidiaries. The Participant does not require approval for withdrawal. However, the immediate superior must be informed of the withdrawal.

## **5. FLEXIWEEK**

- 5.1. By participating in FlexiWeek, the Participant shall work for four (4) days per week and shall have a one (1) day Flexi Off-Day.
- 5.2. The Participant may choose and register one (1) day Flexi Off-Day upon FlexiWeek application and must obtain approval by the immediate superior in order for the one (1) day Flexi Off-Day to become effective.
- 5.3. The elected Flexi Off-Day must be effective and remain the same for at least one (1) month of the Participation Period.
- 5.4. Any change of the elected Flexi Off-Day is to be done as stated in Clause 4.
- 5.5. The Participant may choose to participate in only one (1) FlexiWeek or FlexiHours option at a time.
- 5.6. If The Participant is already in the Waktu Kerja Anjal working schedule as stated in the Collective Agreements or any other working time, it will be automatically revoked should the Participant choose to participate in FlexiWeek.
- 5.7. The Participant may choose to revert to the Waktu Kerja Anjal working schedule as stated in the Collective Agreements or any other working time, by withdrawing from FlexiWeek.

## **6. TEMPORARY AND PROPORTIONATE SALARY ADJUSTMENT**

- 6.1. A temporary and proportionate salary adjustment of 13% per month will be imposed on the Participant who has been approved to participate in FlexiWeek within the Participation Period.
- 6.2. During the Participation Period, the monthly basic salary of the Participant shall be deducted in proportion to the number of off-hours in a month. By applying to participate in FlexiWeek, the Participant consents to such salary deduction.

6.3. The temporary salary adjustment within the Participation Period will affect the amount of the statutory contribution to Employee Provident Fund (“EPF”), Employment Insurance System (“EIS”) and Social Security Organization (“SOCSO”).

6.4. The temporary salary adjustment within the Participation Period also will affect the Participant’s income tax and shall be included in Participant’s EA form.

## **7. PRODUCTIVITY**

7.1. During the Participation Period, there will be no changes and/or amendments to existing productivity level indicators i.e. Key Performance Indicator (KPI) and daily task deliverables.

7.2. While participating in FlexiWeek, the Participant must maintain the expected level of productivity and efficiency in carrying out daily tasks.

## **8. LEAVE AND REST DAYS**

8.1. There will be no changes to existing policies with regards to leave entitlement as per the Participant’s terms of employment e.g. paid annual leave, paid public holiday, paid medical leave etc.

8.2. During the Participation Period, there will be no changes to the company’s official rest day and special rest day.

8.3. If any public holiday or replacement leave falls on the registered Flexi Off-Day, the Participant is allowed to replace it within thirty (30) days and must provide a written notice to the immediate superior.

8.4. If The Participant is required by TM or its subsidiaries to come into work due to business and operational necessity during the registered Flexi Off-Day, the Participant may replace the day within thirty (30) days, without overtime claim. The Participant must also provide a written notice to the immediate superior regarding the replacement.

## **9. ANNUAL INCREMENT AND BONUS**

9.1. Participation in FlexiWeek will not affect the Participant's annual salary increment and bonus entitlement, subject to the existing policies on the matter.

## **10. TENURE AND YEARS IN SERVICE**

10.1. Participation in FlexiWeek will not affect the Participant's tenure and years in service of the Participant during or after the Participation Period, subject to the existing policies on the matter.

## **11. REIMBURSEABLE CLAIM**

11.1. Participant will still be eligible to claim his entitlement for reimbursements when required official duties on his normal working days, subject to existing policies on the matter.

## **12. OTHER TERMS**

12.1. During the Participation Period, there will be no changes on the existing entitlement for loan entitlement, medical benefits, insurance and other benefit accordance to his/her respective Terms and Conditions or Collective Agreements, subject to existing policies on the matter.

12.2. In the event of any inconsistency between the English language texts and the Bahasa Malaysia language texts of this T&C or should there be any dispute on the meaning or interpretation of certain provisions, the parties hereby agree that the English language text shall prevail.

## **13. EMPLOYEE'S RESPONSIBILITY DURING PARTICIPATION PERIOD**

13.1. Whilst participating in FlexiWeek, the Participant is required to:

- a. Provide to TM any information related to FlexiWeek as and when required by TM.
- b. Participate in survey or feedback regarding FlexiWeek by TM.

- c. Adhere to TM's instructions, internal policies and code of business ethics.
- d. Not to make any external press release or other public statement whether in written, social media, online or disclosure concerning FlexiWeek without TM's prior written agreement.

#### **14. INDEMNITY**

- 14.1. The Participant hereby acknowledge and agree that whilst participating in FlexiWeek, the Participant agrees to indemnify, defend, save, and hold harmless TM to the fullest extent permitted by law, from and against any and all losses, claims, liabilities, causes of action, damages, penalties, judgments court costs and expenses which arise out of or are related to the Participant's performance or nonperformance of his/her duties and obligations under this T&C.
- 14.2. TM shall not be liable for any liability or settlement of any claim against the Participant due to the Participant's performance or non-performance of his/her duties and obligations under this T&C.
- 14.3. Participant agrees and understands that this Clause 14 shall survives the expiration or termination of this T&C.

# **FLEXIHOURS**

## FLEXIHOURS

### TERMS & CONDITIONS

Please read the following terms and conditions (“T&C”) carefully before signing up for FLEXIHOURS (“FlexiHours”). By indicating your acceptance of this T&C, you are deemed to understand, acknowledge and agree to be bound by all the terms and conditions for FlexiHours by Telekom Malaysia Berhad (“TM”). TM reserves the right to update or revise these T&C and will give notice of amendment in such a manner deemed necessary and appropriate.

#### INTRODUCTION

FlexiHours is a voluntary Flexible Work Arrangement (FWA) offering by TM, to provide the employees of TM Group the flexibility to reduce their working hours every day, with one (1) Flexi Off-Hours option and a temporary and proportionate salary adjustment.

#### 1. DEFINITION

In this T&C, unless the context requires otherwise, the following abbreviations and words shall bear the following meaning and definition:

|                                |   |
|--------------------------------|---|
| <b>“Collective Agreements”</b> | means the collective agreements entered into by TM with the TM Group’s non-executive employees’ unions;   |
| <b>“Employment T&amp;C”</b>    | means the terms and conditions governing the employment of the TM Group’s executive employees;  |
| <b>“FlexiHours”</b>            | means this offering under Flexible Work Arrangement (FWA), which is FlexiHours;   |
| <b>“Flexi Off-Hours”</b>       | means the hours off option during working days as elected by the Participant during FlexiHours;   |
| <b>“Participant”</b>           | means TM Group’s employees who participate in FlexiHours;   |
| <b>“Participation Period”</b>  | means the Participant’s participation period in FlexiHours;   |
| <b>“TM Group”</b>              | means TM and all its subsidiaries within TM’s group of companies, which includes all companies in which TM whether directly or indirectly has controls over such companies. |

## **2. ELIGIBILITY AND DISQUALIFICATION**

- 2.1. Employees engaged on permanent and/or contract basis with TM and its subsidiaries are eligible to participate in FlexiHours.
- 2.2. Participant must agree to adhere to the terms & conditions as imposed by this T&C by signing the Declaration of Acceptance of this T&C.
- 2.3. The enrollment into FlexiHours is open as stated under Clause 3.
- 2.4. Participant is not eligible or may be disqualified from FlexiHours due to any of the following reasons:
  - a. The Participant who will be exceeding the maximum pay deduction percentage of 75% (including housing loan) and 50% (without housing loan), with the inclusion of FlexiHours salary deduction percentage;
  - b. The Participant found to be in a disciplinary action proceeding prior to or during FlexiHours;
  - c. The Participant fails to adhere to this T&C; and/or
  - d. The Participant fails to achieve the expected level of existing productivity level indicators i.e. Key Performance Indicator ("KPI") and daily task deliverables.
- 2.5. TM shall have the absolute discretion to determine the employee's eligibility and TM have the right to reject the employee's application if TM deems fit do so. Even if the employee's immediate superior has approved the application for FlexiHours, TM have the absolute discretion to terminate such participation, as and when TM deems fit to do so. TM's decision is conclusive and binding on the employee and they have no right to question TM's decision.

## **3. EFFECTIVE DATE AND PARTICIPATION PERIOD**

- 3.1. The Participant may at any time enroll into FlexiHours subject to Clause 4 herein. Notwithstanding anything to the contrary, TM reserves the absolute right to further extend, shorten or terminate the Participation Period by providing a written notice, at any time



before or after the expiry of the Participation Period without having to consult the Participant.

- 3.2. During the Participation Period, the Participant must comply with the terms & conditions as imposed in this T&C.
- 3.3. The Participant may elect to participate in FlexiHours for at least one (1) month or more, and the commencement date of FlexiHours and any change request to FlexiHours is on every 1st of the month ("Commencement Date"). The Participant may apply to participate in FlexiHours through GEMS ESS or manual form for certain TM's subsidiaries.

#### **4. APPROVAL, CHANGE AND WITHDRAWAL**

- 4.1. Approval to participate or change request of FlexiHours (i.e. detail change of Flexi Off-Hours option, Start Month and End Month) is subject to approval by the employee's immediate superior, through GEMS ESS or manual form for certain TM's subsidiaries.
- 4.2. The approval of the immediate superior must be done latest by the end of each month, for the participation or change request to be effective on the following month.
- 4.3. Once the Commencement Date of the participation or change request is effective, the Participant is not allowed to withdraw prematurely during the current month. The actual date of the Participant's participation in the FlexiHours shall be on the Commencement Date and shall be terminated either via withdrawal of the Participant from FlexiHours or expiration of the Participation Period.
- 4.4. The Participant may apply to withdraw from FlexiHours latest by the end of each month, for the withdrawal to be effective on the following month. The Participant may apply to withdraw from FlexiHours through GEMS ESS or manual form for certain TM's subsidiaries. The Participant does not require approval for withdrawal, however the immediate superior must be informed of the withdrawal.

## 5. FLEXIHOURS

- 5.1. By participating in FlexiHours, the Participant shall choose either one of the following Flexi Off-Hours options:

| Option 1   | Option 2   |
|--|--|
| <ul style="list-style-type: none"> <li>• <b>10:00 am until 5:30 pm</b> (Mon-Thu / Sun-Wed)</li> <li>• <b>10:00 am until 5:00 pm</b> (Fri / Thu)</li> </ul> | <ul style="list-style-type: none"> <li>• <b>8:30 am until 4:30 pm</b> (Mon-Thu / Sun-Wed)</li> <li>• <b>8.30 am until 4:30 pm</b> (Fri / Thu)</li> </ul> |
| Total hours off per week: <b>7.5 hours</b>   | Total hours off per week: <b>4.5 hours</b>   |

- 5.2. The Participant may choose and register one (1) Flexi Off-Hours option upon FlexiHours application and must obtain approval by the immediate superior in order for the one (1) Flexi Off-Hours option to become effective.
- 5.3. The elected Flexi Off-Hours option must be effective and remain the same for at least one (1) month of the Participation Period.
- 5.4. Any change of the elected Flexi Off-Hours is to be done as stated in Clause 4.
- 5.5. The Participant may choose to participate in only one (1) FlexiHours or FlexiHours option at a time.
- 5.6. If The Participant is already in the Waktu Kerja Anjal working schedule as stated in the Collective Agreements or any other working time, it will be automatically revoked should the Participant choose to participate in FlexiHours.
- 5.7. The Participant may choose to revert to the Waktu Kerja Anjal working schedule as stated in the Collective Agreements or any other working time, by withdrawing from FlexiHours.

## 6. TEMPORARY AND PROPORTIONATE SALARY ADJUSTMENT

- 6.1. A temporary and proportionate salary adjustment will be imposed on the Participant who has been approved to participate in FlexiHours within the Participation Period, as the following:

| Option 1                               | Option 2                              |
|--|---------------------------------------|
| Salary Deduction per month: <b>12%</b> | Salary Deduction per month: <b>7%</b> |

6.2. During the Participation Period, the monthly basic salary of the Participant shall be deducted in proportion to the number of hours off in a month. By applying to participate in FlexiHours, the Participant consents to such salary deduction.

6.3. The temporary salary adjustment within the Participation Period will affect the amount of the statutory contribution to Employee Provident Fund (“EPF”), Employment Insurance System (“EIS”) and Social Security Organization (“SOCSO”).

6.4. The temporary salary adjustment within the Participation Period also will affect the Participant’s income tax and shall be included in Participant’s EA form.

## **7. PRODUCTIVITY**

7.1. During the Participation Period, there will be no changes and/or amendments to existing productivity level indicators i.e. Key Performance Indicator (KPI) and daily task deliverables.

7.2. While participating in FlexiHours, the Participant must maintain the expected level of productivity and efficiency in carrying out daily tasks.

## **8. LEAVE AND REST DAYS**

8.1. There will be no changes to existing policies with regards to leave entitlement as per the Participant’s terms of employment e.g. paid annual leave, paid public holiday, paid medical leave etc.

8.2. During the Participation Period, there will be no changes to the company’s official rest day and special rest day.

8.3. If any public holiday or replacement leave falls on the registered Flexi Off-Hours day, the Participant is allowed to replace the total hours off on another day within thirty (30) days and must provide a written notice to the immediate superior.

8.4. If the Participant is required by TM or its subsidiaries to come into work due to business and operational necessity during the registered Flexi Off-Hours period, the Participant may replace the hours on another day within thirty (30) days, without overtime claim. The Participant must also provide a written notice to the immediate superior regarding the replacement.

## **9. ANNUAL INCREMENT AND BONUS**

9.1. Participation in FlexiHours will not affect the Participant's annual salary increment and bonus entitlement, subject to the existing policies on the matter.

## **10. TENURE AND YEARS IN SERVICE**

10.1. Participation in FlexiHours will not affect the Participant's tenure and years in service of the Participant during/after the Participation Period, subject to the existing policies on the matter.

## **11. REIMBURSEABLE CLAIM**

11.1. Participant will still be eligible to claim his entitlement for reimbursements when required official duties on his normal working days, subject to existing policies on the matter.

## **12. OTHER TERMS**

12.1. During the Participation Period, there will be no changes on the existing entitlement for loan entitlement, medical benefits, insurance and other benefit accordance to his/her respective Terms and Conditions or Collective Agreements, subject to existing policies on the matter.

12.2. In the event of any inconsistency between the English language texts and the Bahasa Malaysia language texts of this T&C or should there be any dispute on the meaning or interpretation of certain provisions, the parties hereby agree that the English language text shall prevail.

### **13. EMPLOYEE'S RESPONSIBILITY DURING PARTICIPATION PERIOD**

13.1. Whilst participating in FlexiHours, the Participant is required to:

- e. Provide to TM any information related to FlexiHours as and when required by TM.
- f. Participate in survey or feedback regarding FlexiHours by TM.
- g. Adhere to TM's instructions, internal policies and code of business ethics.
- h. Not to make any external press release or other public statement whether in written, social media, online or disclosure concerning FlexiHours without TM's prior written agreement.

### **14. INDEMNITY**

14.1. The Participant hereby acknowledge and agree that whilst participating in FlexiHours, the Participant agrees to indemnify, defend, save, and hold harmless TM to the fullest extent permitted by law, from and against any and all losses, claims, liabilities, causes of action, damages, penalties, judgments court costs and expenses which arise out of or are related to the Participant's performance or nonperformance of his/her duties and obligations under this T&C.

14.2. TM shall not be liable for any liability or settlement of any claim against the Participant due to the Participant's performance or non-performance of his/her duties and obligations under this T&C.

14.3. Participant agrees and understands that this Clause 14 shall survives the expiration or termination of this T&C.

# **FLEXISPACE**

## FLEXISPACE

### TERMS & CONDITIONS

Please read the following terms and conditions (“T&C”) carefully before signing up for FLEXISPACE (“FlexiSpace”). By indicating your acceptance of this T&C, you are deemed to understand, acknowledge and agree to be bound by all the terms and conditions for FlexiSpace by Telekom Malaysia Berhad (“TM”). TM reserves the right to update or revise these T&C and will give notice of amendment in such a manner deemed necessary and appropriate.

#### INTRODUCTION

FlexiSpace is a voluntary Flexible Work Arrangement (FWA) offered by TM, to provide the employees of TM Group the flexibility to work from anywhere on selected FlexiSpace Day(s), enabled by digital applications.

#### 1. DEFINITION

In this T&C, unless the context requires otherwise, the following abbreviations and words shall bear the following meaning and definition:

|                                |   |
|--------------------------------|---|
| <b>“Collective Agreements”</b> | means the collective agreements entered into by TM with the TM Group’s non-executive employees’ unions;   |
| <b>“Employment T&amp;C”</b>    | means the terms and conditions governing the employment of the TM Group’s executive employees;  |
| <b>“FlexiSpace”</b>            | means this offering under Flexible Work Arrangement (FWA), which is FlexiSpace;   |
| <b>“FlexiSpace Day(s)”</b>     | means the day(s) that the Participant shall work from anywhere as elected by the Participant during FlexiSpace;   |
| <b>“Participant”</b>           | means TM Group’s employees who participate in FlexiSpace;   |
| <b>“Participation Period”</b>  | means the Participant’s participation period in FlexiSpace;   |
| <b>“TM Group”</b>              | means TM and all its subsidiaries within TM’s group of companies, which includes all companies in which TM whether directly or indirectly has controls over such companies. |

## **2. FLEXISPACE AND FLEXISPACE DAY(S)**

- 2.1. FlexiSpace is defined as the flexibility for employees to work from any workplace, that comply with the guidelines and restrictions as stated in Clause 7 (Workplaces and Devices).
- 2.2. Employees who wish to participate in FlexiSpace must use digital applications to manage their working locations as well as daily activity tracking as stated in Clause 9 (Responsibilities of the Participant).
- 2.3. Employees may choose and register any day(s) of the week, up to five (5) working days and in any combination as the designated FlexiSpace Day(s), as the day(s) that they may work from any workplace.
- 2.4. The selection of FlexiSpace Day(s) must be applied by the employee and approved by the immediate superior latest by the end date of the current month, in order for the FlexiSpace Day(s) to become effective the following month.
- 2.5. The elected FlexiSpace Day(s) will remain effective for at least one (1) month of the Participation Period. No changes of the FlexiSpace Day(s) during the one (1) month period will be allowed.
- 2.6. Any changes on the elected FlexiSpace Day(s) may only be carried out in accordance to the provisions under Clause 6 (Approval, Change, Withdrawal and Revocation).
- 2.7. The Participant may choose to participate in other FWA options throughout the Participation Period of FlexiSpace.

## **3. WORKING HOURS AND WORKING DAYS**

- 3.1. There will be no changes to the existing number of total working hours and working days and it shall remain in accordance to the Participant's respective Employment T&C or Collective Agreements.



- 3.2. The Participant must perform the daily check-in at the start time of working hours, check-out at the end time of working hours and any update of the work location throughout the day using the “Check-In” feature in TM’s Flow application, to ensure the immediate superior is aware of the Participant’s work locations at all times. Failure to do so will result in the participant being considered as absent for the day. Such absences will be dealt with in accordance to the relevant internal policies and procedures including disciplinary action and/or forfeiture of pay.

#### **4. ELIGIBILITY AND DISQUALIFICATION**

- 4.1. Employees engaged on permanent and/or contract basis with TM and its subsidiaries are eligible to participate in FlexiSpace.
- 4.2. The Participant must agree to adhere to the terms & conditions as imposed by this FlexiSpace T&C by signing the Declaration of Acceptance of this FlexiSpace T&C.
- 4.3. The enrollment into FlexiSpace will be in accordance to the provisions stated under Clause 5 (Effective Date and Participation Period).
- 4.4. Applications in the FlexiSpace may be disqualified or Participant may lose his/her eligibility due to any of the following reasons:
- a. The most recent performance rating of the Participant is Below Expectations (Performance Rating 1); or
  - b. The Participant found to be in a disciplinary action proceeding prior to or during FlexiSpace; or
  - c. The Participant fails to adhere to this T&C; or
  - d. The Participant fails to achieve the expected level of existing productivity level indicators i.e. Key Performance Indicator ("KPI") and daily task deliverables during the FlexiSpace period and/or his overall level of productivity.
- 4.5. TM shall have the absolute discretion to determine the Participant/employee’s eligibility and TM have the right to reject any Participant/employee’s application if TM deems fit do so. TM shall have the absolute discretion to terminate such participation as and when TM

deems fit to do so, even if the Participant/employee's immediate superior has approved the application for FlexiSpace. TM's decision is conclusive and binding on the Participant/employee's and the Participant/employee shall have no right of appeal.

## **5. EFFECTIVE DATE AND PARTICIPATION PERIOD**

- 5.1. The Participant may at any time apply to enroll in FlexiSpace but will be subjected to Clause 4.4. Notwithstanding anything to the contrary, TM reserves the absolute right to further extend, shorten or terminate the Participation Period by providing a written notice, at any time before or after the expiry of the Participation Period without having to consult the Participant.
- 5.2. During the Participation Period, the Participant must comply with the terms and conditions as required in this T&C.
- 5.3. The Participant must participate in FlexiSpace for a minimum period of at least one (1) month. The commencement date of FlexiSpace application or application to change request will be effective on every 1st of the month ("Commencement Date").
- 5.4. The Participant may apply to participate in FlexiSpace through GEMS ESS or manual form (available for certain TM's subsidiaries).

## **6. APPROVAL, CHANGE, WITHDRAWAL AND REVOCATION**

- 6.1. Any application to participate or change request of FlexiSpace (i.e. change of FlexiSpace Day(s) selection, Start Month and End Month) is subject to approval by the employee's immediate superior, through GEMS ESS or manual form for certain TM's subsidiaries.
- 6.2. The approval of the immediate superior must be done latest by the end of each month, for the participation or change request to be effective on the following month.
- 6.3. Once the Commencement Date of the participation or change request is effective, the Participant is not allowed to withdraw prematurely during the current month. The actual date of the Participant's participation in the FlexiSpace shall be on the Commencement Date and shall be terminated either via withdrawal of the Participant from FlexiSpace, revocation of the Participant from FlexiSpace or expiration of the Participation Period.

- 6.4. The Participant may apply to withdraw from FlexiSpace latest by the end of each month, for the withdrawal to be effective on the following month.
- 6.5. The Participant may apply to withdraw from FlexiSpace through GEMS ESS or manual form for certain TM's subsidiaries. The Participant does not require approval for withdrawal, however the immediate superior must be informed of the withdrawal.
- 6.6. The immediate superior may also revoke the FlexiSpace application of the Participant that has been approved, due to the reasons stated in Clause 4 (Eligibility and Disqualification) or any other reasonable justification.
- 6.7. The revocation must be done latest by the end of each month, for it to be effective the following month.

## **7. WORKPLACE AND DEVICES**

- 7.1. The Participant may work from anywhere which complies with the workplace requirement stated under Clause 7.2 until Clause 7.8.
- 7.2. The Participant is responsible for establishing and maintaining a designated, adequate workspace.
- 7.3. The Participant must ensure the workplace environment is conducive, convenient, secure and protected at all times.
- 7.4. The Participant must ensure all relevant digital devices are available to allow continuous communication.
- 7.5. The Participant must ensure stability of internet connection and connected to secured internet access in order to perform planned tasks and deliverables.
- 7.6. The Participant must ensure security and confidentiality of work as well as personal information about employees or customers must adhere to TM's Security Policies, TM Social Media Policy & Guidelines and Personal Data Protection Act (PDPA) at all times. Therefore, working in public area is not recommended unless the Participant can ensure the confidentiality and data is protected, internet connection is secure and not exposed,

leaked or vulnerable to cyber-attacks or malware, and/or to any undesirable situations at all times.

- 7.7. The chosen workplace during the Participation Period must be within two (2) hours' radius from their office workplace and the Participant is expected to be physically present at office or designated place as and when required by the company and/or the business.
- 7.8. The Participant is responsible to take all necessary safety and precaution measures to mitigate and reduce likelihood of accidents at the chosen workplace during the Participation Period.
- 7.9. In the event that The Participant is provided with any form of company supplied devices, The Participant is responsible to take all necessary safety and precaution measures to mitigate and reduce likelihood of any accidents, theft or loss of the device(s) at the chosen workplace during the Participation Period.
- 7.10. The Participant must use the "Check-In" feature in Flow application to check-in and check-out in accordance to the required working hours and to ensure that their immediate superior is aware of their working location at all times. Any change of working location must be informed to immediate superior and recorded using the "Check-In" feature in Flow application.
- 7.11. In any event where the Check-In feature is not working due to technical issues of Flow application, the Participant must perform the check-in, check-out and update of their workplace locations at all times to the immediate superior by other means of communication tools e.g. email, SMS, WhatsApp.

## **8. PRODUCTIVITY AND DELIVERABLES**

- 8.1. During the Participation Period, there will be no changes and/or amendments to existing productivity level indicators i.e. Key Performance Indicator (KPI) and daily task deliverables.
- 8.2. While participating in FlexiSpace, the Participant must maintain the expected level of productivity and efficiency in carrying out daily tasks.

8.3. The Participant must use performance tracking tools such as GROW or Flow to update and track the daily task deliverables.

8.4. Both the Participant and immediate superior are responsible to ensure that this arrangement does not in any way modify, amend, change or compromise any duty, obligation or responsibilities of the participant towards the company.

## 9. RESPONSIBILITIES OF THE PARTICIPANT

9.1. During the Participation Period, it is compulsory for the Participant to use the following applications:

9.1.1. **Check-In feature in Flow:** to manage and update their working location at all times, for safety coverage purposes.

9.1.2. **Daily activity and performance tracking tools (i.e. GROW, Flow):** to manage, update and communicate their daily tasks, deliverables, plans and progress status to their immediate superior and other team members.

9.2. The Participant is encouraged to use all other digital applications as assistance whenever possible.

9.3. The Participant is required come to office to attend any meeting (if virtual meeting is not acceptable) and training as per scheduled or whenever required during the FlexiSpace Day(s).

9.4. The Participant is required to be available, contactable, reachable and responsive within reasonable time during the working hours' time of the FlexiSpace Day(s).

9.5. The Participant is required to adhere to all applicable company policies and code of business ethics. Any breach of any policy, terms whether expressed or implied may result in consequences action.

- 9.6. The Participant must ensure their contactable number including mobile number and correspondence address is updated in their personal details and TM's Communication Directory and establish a "call forwarding" enabler to their mobile number.

## **10. OTHER TERMS**

- 10.1. During the Participation Period, there will be no changes on the existing entitlement for loan, medical benefits, insurance and other benefits in accordance to his/her respective Terms and Conditions or Collective Agreements, subject to existing policies on the matter.
- 10.2. In the event of any inconsistency between the English language texts and the Bahasa Malaysia language texts of this T&C or should there be any dispute on the meaning or interpretation of certain provisions, the parties hereby agree that the English language text shall prevail.

## **11. INDEMNITY**

- 11.1. The Participant hereby acknowledge and agree that whilst participating in FlexiSpace, the Participant agrees to indemnify, defend, save, and hold harmless TM to the fullest extent permitted by law, from and against any and all losses, claims, liabilities, causes of action, damages, penalties, judgments court costs and expenses which arise out of or are related to the Participant's performance or nonperformance of his/her duties and obligations under this T&C.
- 11.2. TM shall not be liable for any liability or settlement of any claim against the Participant due to the Participant's performance or non-performance of his/her duties and obligations under this T&C.
- 11.3. Participant agrees and understands that this Clause 14 shall survives the expiration or termination of this T&C.

## HELP ON FLEXIBLE WORK ARRANGEMENT (FWA)

### Frequently Asked Questions (FAQ)

Employees may refer to the FAQ document if they have further queries on any of the FWA options, which can be downloaded at:

**1intra > Workgroups > Group Human Capital Management > Employee Handbook > Flexible Work Arrangement (FWA)**

### Help channels

Employees may utilize the following channels to request assistance with any queries or issues concerning FWA:

1. Contact any HCBD personnel at employee's respective LOB.
2. Log ticket via self-service portals:
  - General enquiries → **PRECISE**: <https://precise.tm.com.my>
    - i. Login using IDM ID and password
    - ii. Select *Request Catalog > HCSSO - Helpdesk*
  - Technical issues in GEMS ESS → **IRIS**: <https://iris2.tm.com.my/>
    - i. Select *IRIS Self-Service*
    - ii. Login using IDM ID and password
    - iii. Select *Submit a Request*
3. Email to HCSSO Helpdesk at [hrhelpdesk@tm.com.my](mailto:hrhelpdesk@tm.com.my).

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**END OF DOCUMENT**

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