

Monday, 1st November 2021**Private and Confidential****Mr. Yew Chee Kin**

(I/C NO: 000227-14-1175)

Tunku Abdul Rahman College (TARUC)

Maybank a/c: 114815103205

~~[PDB a/c: _ _ _ _ _]~~

Dear Sir / Madam,

Training Contract: Appointment as Internship Trainee with FINEXUS Sdn Bhd (New ID: 200001012665)

We are pleased to offer you a placement at our office subject to the terms and conditions of service as listed below: -

1. Commencement of Training Period

Your commencement date is **Monday, 17th January 2022 to Friday, 1st July 2022.**

2. Posting

You shall be based at **Kuala Lumpur, Malaysia.**

3. Compensation

- a. You will be given a training allowance of **RM 1,200.00 (Say Ringgit Malaysia One Thousand Two Hundred Only)** per month. The management reserves the right to review your allowance subject to your performance during this period.
- b. Your salary will be paid to you every last working day of the month.
- c. There will be no other allowances or claims such as overtime, transport or meal allowance given during your training stint here with us.
- d. Upon satisfactory completion of your training and at your project leader's review of your performance, the management may grant a maximum 2 months bonus.

4. Termination

If you were to terminate this contract prematurely, we will withhold and forfeit your allowance for the unpaid period. Should your performance be unsatisfactory, your contract may be terminated prematurely and the company is not further obliged to provide you with a testimonial of attachment or any documentation stating your training purposes. Application for testimonial must be made to your respective project leaders no later than 1 month from date of completion of training. Thereafter no such requests shall be entertained.

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Notwithstanding conditions to Clause 4 *above*, the Company reserves the right at all times to review your service and if deemed necessary to terminate your service forthwith should you be found to be a bankrupt or to have a criminal record or have been criminally charged (unless discharged) or have been reported negatively in the public media such as newspapers or magazines or guilty of misdemeanor, misconduct, negligence or in breach of any existing terms and conditions of service or rules and regulations, expressed or implied.

5. Duties and Responsibilities

- a. You are to assume and perform all the duties and responsibilities applicable to the position stated above and any other functions that may be assigned by your Manager from time to time.
- b. During the continuance of your training: -
 - i. you shall comply with the policies and regulations as laid down by the Company from time to time;
 - ii. you shall faithfully and diligently serve the Company and perform your duties to the best of your ability and not do anything which may jeopardize the Company's interest;
 - iii. you shall not reveal any trade secrets and any confidential information of the Company or of any other party made available to you or in connection with the Company except when disclosure is necessary for the conduct of the Company's business;
 - iv. you shall endeavor to promote and advance the interest of the Company and shall not conduct any personal business in any way or for any purposes whatsoever during or after office hours, by or with any person or firm other than the Company.

6. Working Days and Hours

You shall **work a 5-day week Mondays to Fridays 9.00 am to 6.00 pm**. However, due to the nature of your job, you may be expected to perform work even beyond normal working hours made necessary by operational needs.

7. Leave

You are not entitled to any leave during your training period. In the event that you are absent, kindly notify the Company before 12.00noon to avoid a premature termination of your contract. The Company shall be entitled to deduct from your allowance the number of days absent. A notice of termination will be served upon more than 5 days of absences without notice or reason.

8. Medical Benefits

You shall be entitled to free medical (normal) consultation at our panel of medical practitioners up to a **maximum of Ringgit Malaysia: RM80.00** (Eighty) per month. A medical receipt must be produced for claims purpose. The Company is not obliged to reimburse the trainee if the receipt is not produced.

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9. Transferability

The Company reserves the right to transfer you to any subsidiary or associate company within the Group or to any business location, as it deems fit. Your allowances will then be in accordance to those applicable to the country you are posted.

10. External Employment

You shall devote your time, attention, energies and skills solely to the business of the Company, and you shall, under no circumstances make available your services whether on payment or otherwise to any organization or undertaking, save with the written approval or consent of the Company.

I understand that the Company's policies prohibit any concurrent training or assignment which creates a conflict of interest or interferes with my provision of services to the Company. I hereby confirm that I am not so trained or assigned. I also agree to promptly advise the Company should I become concurrently trained or assigned by a financial institution or by a company primarily engaged in the issue, flotation, underwriting, public sale or distribution of stocks, bonds or other similar securities (such as a broker/dealer) while I provide services at the Company, and I understand that the Company may permit such concurrent training or assignment without prejudice to subsequent objection to conduct which creates a conflict or interference

11. Code of Conduct

The Company subscribes to the principles of honesty, integrity and moral conduct of its trainee. As such, trainee found to be dishonest or who are involved in any fraudulent or corrupt and immoral practice shall be liable to instant dismissal.

I further understand that while providing services at the Company I am obligated to conduct myself in accordance with any work rules in effect and to abide by those principles of any applicable Code of Conduct in effect, including but not limited to the obligation to report any observed or suspected illegal activity to the Office of the Company, not to engage in insider trading based on information I become aware of or by virtue of my provision of services at to Customers and not to accept gifts for my provision of services at the Company.

I am not authorized or empowered to render professional opinions or to sign my name or the Company's name to any financial statement or tax return in connection with the performance of services at the Company or its affiliates.

12. Dress Code

As part of our commitment to promote a more casual and relaxed working environment, trainees are allowed to dress 'smart casual' during official working days/time. Trainees who are front-liners and need to work or attend meetings especially at the customer's place must be appropriately attired (preferably with a tie)

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All trainees should be neatly, appropriately and decently attired during working hours. In choosing a fashion the trainee should always bear in mind the criteria of decency and presentation in keeping with the Company's good image.

Unacceptable dress code for men and ladies:

- Slippers or open-toe sandals
- Sport shoes / sneakers
- Singlets or open-neck t-shirts
- Shorts or bermudas
- Jeans (except on Fridays)

13. Confidentiality and Intellectual Property

In consideration of student's training with Company, the trainee acknowledges that, during student's training with Company, trainee will be exposed to information and material relating to the affairs, transactions, operations, methods of doing business, research and development, know-how, customers, trade secrets, financial methods, computer programs and other confidential or proprietary information or trade secrets of Company, its Business Partners, Distributors, Resellers, Multi-vendor Services Partners, Customers and End-Users, (collectively referred as 'Associates') including but not limited to the Intellectual Property of Company and its Associates and Customer Information (hereinafter collectively referred to as "Confidential Information").

The trainee agrees to take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of the Confidential Information.

In particular, trainee agrees: -

- i) Not to use, acquire or copy any Confidential Information in whole or part without prior authorization in writing from an authorized and designated official of Company;
- ii) To retain the Confidential Information as strictly confidential and as a trade secret of Company; and
- iii) Not to use or cause to be used, nor to disclose or otherwise make available directly or indirectly the Confidential Information except for and on behalf of Company when authorized to make such disclosure on a confidential basis or to recipient authorized by Company and having a valid contract with terms satisfactory to Company under which its nature as confidential information and as a trade secret is respected and the recipient promises to retain it in confidence.

Upon termination of training, the trainee agrees to surrender to Company all tangible forms of the Confidential Information that he or she may then possess or have under his or her control.

The trainee agrees that all his or her obligations with respect to the confidentiality and security of the Confidential Information shall survive the termination of any agreement or relationship of Company with the trainee.

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FINEXUS GROUP AND ASSOCIATES INTELLECTUAL PROPERTY” shall include:

- 1 All Programs of Company and its Associates, whether specifically licensed or furnished as part of Company equipment rented, purchased or loaned and Software Service for them. Program shall mean machine instructions whether denominated software or firmware, wherever resident and on whatever media and all related documentation and software.
- 2 All other information and material of Company and its Associates, relating to design, method of construction, manufacture, operation, specifications, use and service of Company and its Associates equipment and components, including engineering and laboratory notebooks, reports, process data, test data, performance data, inventions and all documentation therefore and all copies.
- 3 Corporate and Divisional strategies and other confidential and proprietary material and information that could cause competitive harm to Company and its Associates if disclosed.
- 4 Customer and prospective customer list.

The trainee agrees to retain Company and its Associates Intellectual Property as strictly confidential and a trade secret of Company. The trainees agrees not to use or cause to be used Company and its Associates Intellectual Property except for or on behalf of Company nor to disclose, directly or indirectly, any Company or its Associate Intellectual Property except as authorized on a confidential basis, or to a person having a valid contract with Company, under which its nature as a trade secret is respected and the recipient promises to retain it in confidence. Upon termination of training, trainee agrees to surrender to Company all tangible forms of Company and its Associates Intellectual Property that he or she may then possess or have under his or her control.

14. Pirated and/or Illegal Software

You shall agree not to illegally use, purchase, borrow, copy, sell or bring in any pirated, under-licensed or counterfeit software within the office premises. You also agree hereby to indemnifies the Company and its directors of any liability, responsibility or risks of civil, legal and criminal penalties due to copyright and trademark infringements should any pirated software be found in your possession by the relevant authorities during the periodic checks on compliance implemented in conjunction with the Ministry of Domestic Trade and Consumer Affairs’ Enforcement Division

15. Force Majeure

During the term of your internship contract, due to any event beyond the Company’s reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, strike or labor disturbance, acts or restraints of governments, epidemic, pandemic or any other event similar to those enumerated above (collectively, “Force Majeure”) the Company in all good faith believes if it is unable to utilize your services, the Company reserves the right to suspend your services or for any part thereof

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for the duration of such Force Majeure and could even lead to termination of your contract subjected to the terms and conditions of this contract.

16. Amendments

The Company may amend this Training Contract from time to time as and when the Company considers it proper in the best interests of the Company. The amendment shall be in the form of a notification in writing addressed to you at your last known correspondence address. If you accept the amendment or if you do not make any representation to the Company on the amendment within seven (7) working days of the posting of the written notice, then such amendment shall be incorporated into this Contract of Internship and shall form part of this Contract.

We look forward to you joining the Company and shall be glad if you would kindly confirm your acceptance by signing and returning the duplicate copy of this letter within one (1) week from date of this letter, failing which this offer is deemed to have lapsed.

Yours faithfully,

For **FINEXUS®** Sdn Bhd (Co ID New 200001012665 (Old 515271-A))




Joel Choo
Executive Director


Clement Loh
Group CEO

Dear FINEXUS Human Resources Manager,

I confirm that I have read and understood the terms and conditions of my services in my training contract and hereby accept the offer of appointment.

I assure that all the information provided by me are true and correct and hereby authorize the Company to verify the information from whatever means the Company may deem appropriate. I understand that should any particulars given hereinafter be found false or misleading, the Company has sufficient grounds to reject my application and/or if trained to dismiss me.

Signature: 

Name: Yew Chee Kin

IC No.: 000227-14-1175

Date: 4/11/2021

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