



Employment Contract

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Love Work. Love Life. **#WeareAccess**

Welcome to Access!

Congratulations and welcome to Access!

Our success is down to the fantastic people we have working here, so I'm really excited that you've joined us at the Access Group.

Helping everyone 'Love Work and Love Life' is what we're all about. After all, by having a great experience, we're able to pass this on to everyone, our family, friends, colleagues and of course our customers. Everyone wins!

Our purpose is to provide solutions that free our customers to do more of what's important to them, and by doing this we'll achieve our mission to have 5 million people using Access Workspace by 2025. But it's not just what we do that's important. Our Access Way values sum-up our culture and demonstrate how we get things done here

You'll have the opportunity to make a real impact, so seize the opportunity and we'll support you to do amazing things as your time with us unfolds.

I look forward to getting to know you.

Thanks
Chris Bayne
Chief Executive Officer



1. Overview

This is your contract of employment. It'll give you all the information you need about being an employee here at Access, including:

- who we are
- key terms of your employment
- what happens when you join
- what you need to do while you are an employee
- what we offer you
- what happens if you aren't well or things go wrong
- what happens if you leave
- things to be aware of and the "legal bits"

Hopefully you'll find everything in here is clear, but if anything doesn't make sense or you have a query, please speak to your Leader or contact ES.

2. Who we are

Access Malaysia, **Access GOC Malaysia Sdn Bhd.** (Incorporated in Malaysia), is part of the Access Group (**Access Malaysia – The Company**).

While you work for the Access Group there may be times when your work overlaps with or relates to other companies in the Group and so this contract also deals with what happens in those circumstances – we refer to other companies in the Access Group as **Group Companies**.

3. Key terms of your employment

This table shows a summary of your employment terms which will be explained in more detail throughout this contract.

Job	Senior QA Engineer
Leader	Scott Chilton – Head of Engineering
Employment Type (FT/PT)	Permanent
Base salary (per annum)	RM216,000
Start date	6 th May 2024
Hours of work	40 Hours
Notice period	4 weeks
Place of work	Kuala Lumpur Malaysia
Annual Leave	15 days per year (excluding public holidays recognised by Access)



4. What happens when you join?

Commencement Date

Your start date under this contract is referenced within the terms of your employment in Section 3 of this contract.

Conditions of Employment

We'll do all we can to make sure everything goes smoothly during your time with us, but there are a few things we need to check first, so this contract is conditional on a few things, namely:

- a. Your being eligible to work in Malaysia and obtaining and maintaining all necessary and relevant immigration or other governmental approvals to reside and work in Malaysia (we'll let you know what documents you'll need to show us, and we'll need to see these before you start work);
- b. receiving satisfactory employment references;
- c. you satisfactorily completing our Health Assessment, which includes a self-completion questionnaire and a medical examination, if we ask you to do one.

For some roles including yours as referenced above in Section 3, this contract will also be conditional on:

- d. a Police check and the Company's satisfaction that there is no adverse finding against you;
- e. our verification of true copy of all personal and educational documents;
- f. your signing of the Company data privacy form and notice to provide your consent to the Company to use and process your personal data for the administration and other related purposes in connection with your employment with the Company.

From time to time, we may need to update some of these checks and if they raise any concerns, this could affect your on-going employment. It's important that you tell us straight away if anything changes (for example, if you no longer have a visa to work in Malaysia or if you're convicted of a criminal offence). Depending on what's happened, it won't necessarily mean your employment will end, but if you don't tell us that could make the situation more serious. You confirm that:

- a. you'll not be breaching any contract with a former employer by coming to work for us, and
- b. you'll tell us if any post-termination restrictions from employment with a previous employer apply to you.

Probationary Period

The first 6 months of your employment with the Company will be a probationary period. During this time, you can assess if it's the right fit for you and we'll assess if it's the right fit for us.

During the probationary period, the Company or You may terminate your employment with one week's notice; however, nothing in this clause affects the Company's right to terminate your employment summarily in accordance with clause 6.

5. What you need to do while you're an employee here

Job Title and Duties

Your job title and who you report to is outlined in Section 3 of this contract, although this may change from time to time.

As part of this role you'll be doing a whole range of great work for us. Your Leader will discuss the scope of your work with you and may also give you a job profile. We are however an ever-evolving business, so your role and/or job title may change from time to time.



We want to help you grow and develop, and in return we ask you to focus purely on Access during your working hours, to perform in your job and to live our values.

Working Hours

Your working hours per week are outlined in Section 3 of this contract, and are between **9:00am and 6:00pm, Monday to Friday**, which includes a one hour unpaid lunch break which you can take when convenient around the middle of your working day. If we need to change your working hours in line with our business requirements, we'll discuss this with you and notify you in writing.

At Access we think work-life balance is really important. We'll work hard to support you in this, but there may be times when you may need to be flexible and work additional or alternative hours that are reasonably necessary to do your job, or as we require. You acknowledge and agree that having regard to the nature of this role, the operational requirements of Access and your total remuneration, such additional hours are reasonable. You agree that your remuneration includes compensation for all hours you're required to work.

Overtime

For staff paid less than **RM4000 per month**, and who are covered by the Employment Act and where you are required to work more than 45 hours per week when averaged over a 4 week cycle, overtime will be paid at the Overtime Rate. The Overtime Rate is 1.5 of the Standard Hourly rate, which is calculated on a 45 hours average week.

Where you work less than 45 hours per week, your salary is unchanged.

Place of Work

You'll be based working from our office location as referenced in Section 3 of this Agreement. As we all work together across Access, you may need to work from any of our offices from time to time. Some national or international travel might also be necessary, but we wouldn't expect you to work overseas for more than one month. If necessary, we may also need to change your normal place of work within reasonable travelling distance, in line with the needs of the business.

The Company has the right to:

- (a) second you to any company with which it may be involved in any manner (whether directly or indirectly) to perform the same duties aforesaid or different duties, whether such secondment be full time or part time; and/or
- (b) transfer you to another related company and/or require you to assume different and/or additional roles and responsibilities.

Obviously in the event we need to take these steps we will advise you as soon as possible and discuss these with you.

Outside Work, Conflicts of Interest and Bribery

If you want to do any paid work (whether as an employee or otherwise) outside of your role for **Access GOC Malaysia Sdn Bhd**, you can only do so with our written agreement ahead of time. If this applies to work you're already doing, or intending to do, please notify a Director and the ES team immediately.

- a. Additionally, it's really important that you don't engage in other activities or investments which could create or potentially create a conflict of interest (for example, doing work for or investing in a competitor), unless the investment is limited to 0.5% of the securities of the corporation if those securities are of a class listed on a stock exchange.
- b. You are also required to immediately disclose any actual or potential conflict of interest to *[a Director or the ES team]*, and shall not enter into any transaction or arrangement which could result in a conflict of interest, unless expressly allowed by the Company.

Accepting, offering, or attempting to accept or offer bribes, especially those which could be seen or appear to relate to the Company's business is a serious and terminable offence. A bribe is essentially gratification, which does not have to be monetary and does not necessarily benefit the Employee, the offeror or the receiver directly. You are



expected to and required to comply with all anti-bribery laws (including laws of other jurisdictions in which the Company operates or where you carry out your duties) and Company policies.

Confidential Information

Confidentiality is vital to us and our clients. While you are working for us you're likely to encounter information about the Company's or our Group Companies' private or business affairs and those of our suppliers, customers, management or shareholders which may be confidential. This is why it is really important that you don't use or disclose confidential information which you obtain whilst working for us (although, of course, you can use this information to do your job). You must also not use or disclose confidential information at any time after you leave **Access GOC Malaysia Sdn Bhd**.

The only exceptions to this are if you get written permission from us to use or disclose the information, if you are legally required to disclose the information (for example if a court orders it) or if the information isn't confidential anymore because it has become public for a reason unrelated to your actions.

Examples of confidential information include (in each case whether the information belongs to **Access GOC Malaysia Sdn Bhd** or a Group Company):

- information which if disclosed to a competitor, the media or any other third party, could damage our interests;
- details of our suppliers and their terms of business;
- details of customers and their requirements;
- client or supplier pricing;
- prices charged in terms of business with customers;
- financial information, results and forecasts (except where these are included in published audited accounts);
- company strategies;
- any proposals relating to the acquisition or disposal of a company or business;
- any proposed expansion or contraction of business activities;
- details of employees and their remuneration or benefits;
- ideas, inventions, business methods, financial, marketing development or manpower plans, sales agreements, computer systems and software, know-how or trade secrets or other matters connected with the products or services manufactured, marketed, provided or obtained by us; and
- any information which you are told is confidential, or any information which has been given to us in confidence by customers, suppliers or other persons.

This also means that, unless it is for work purposes, you can't take and/or keep any paperwork or data (whether hard or soft copies) which belong to us or our clients or suppliers. When you leave **Access GOC Malaysia Sdn Bhd**, you must return any confidential information that you have.

We want to reassure you that this does not stop you from making a disclosure of confidential information which is protected by law (for example, if you become aware of a breach of a legal obligation). We encourage employees to raise any issues or concerns. Take a look at our Whistleblowing Policy for details of what to do if you have any concerns you want to raise.

Access Policies

We have a range of guidance (policies and procedures) which will help you navigate your way while you work. However, if you have any queries, we'd encourage you to discuss these with your Leader. These policies and procedures aren't incorporated into this contract and do not form part of your contract of employment.

However, as many of them do contain directions which will apply to you, so please read them and ask questions if you're not sure about anything. We may also change or update our policies and procedures from time to time.

It's really important that you understand and follow our policies because if you don't this could lead to disciplinary action and, in serious cases, dismissal. If you become aware of any breaches of our policies, you must tell us as soon as possible (whether it's your own breach or someone else's).



6. What we offer you

Salary

Your base annual salary is outlined in Section 3 of this contract, (less tax, statutory deductions (EPF, SOCSO and EIS), where relevant, and other legally authorised deductions).

Salary for any month and any related payments are paid in 12 monthly instalments, on the 25th of each calendar month, or the closest previous working day. We pay directly into your bank or building society account, by credit transfer.

We review salaries annually to make sure you're being paid in line with your performance and your peers. Our culture is to reward and recognise great performance and so we will review your salary in line with the contribution you make. If your salary is increased, we'll let you know and confirm in writing. Notwithstanding that, we will also consider market conditions and the Company's performance when deciding on revision of salary, and that such decision is discretionary.

Employee Provident Fund, SOCSO and Employee Insurance Scheme

Where required by law you must contribute to the Employees Provident Fund, SOCSO and Employee Insurance Scheme. Deductions in respect of your own contributions will be made by Access from your monthly salary and such deductions will be in accordance with the scale laid down under the relevant laws of Malaysia.

Benefits

Access is currently putting in place a flexible benefits package which you may be eligible to participate in following the signature of an Access contract (like this one). Without any obligation on Access to do so, if Access does put in place a flexible benefits package, further details will be provided in due course.

Access may change, replace or discontinue benefits, or introduce new ones, from time to time, informing you about such changes. As access to any benefits would be provided through external providers, the benefits would be subject to those providers' requirements and their scheme rules. If a provider makes a decision about any benefit (for example, refusing to pay out for an insurance claim or provide coverage at normal markets rates), then their decision will stand.

Any such benefits would supplement the statutory leave entitlements set out below.

Deductions

It is your sole responsibility to fully and completely report to the appropriate tax authorities. Please note that all remuneration paid to you will be subject to all applicable statutory deductions.

The Company shall be entitled at any time to deduct from your remuneration and benefits hereunder:

- a. any monies due from you to the Company including but not limited to any outstanding loans, advances, the cost of repairing and / or replacing any damage to or loss of the Company's property caused by you (and of recovering the same) and any other monies owed by you to the Company. For the avoidance of doubt, the Company shall, at its sole discretion, determine such cost of repairing and / or replacing any damage to or loss of the Company's property; and
- b. any statutory deductions as may be required in accordance with applicable legislation in force from time to time;

should this become necessary we will advise you of any deductions and why.



Annual Leave

Holidays are key to your ability to Love Work and Love Life and so we offer a generous annual holiday allowance, as follows:

Number of Years with The Access Group	Number of Annual Leave Days
Up to Three (3) Full Years	15
After Three (3) to Five (5) Full Years	18
After Five (5) Full Years	21

Increases take effect on 1st January of the year you complete the relevant length of service.

Full-time employees are entitled to the annual leave as listed above for each year of service. Part time employees are entitled to annual leave on a pro-rata basis. All leave requests must be approved by your Leader. Annual leave will be taken at a time agreed with Access having regard to Access' operational requirements.

Your annual leave application shall be confirmed by mutual agreement, having regard to the needs of the Company in all cases.

You are advised to take all the annual leave days during the year.

Access recognises your entitlement to Public Holidays as provided under the Holidays Act 1951.

Maternity Leave

You are entitled to parental leave (including maternity leave) in accordance with applicable legislation.

Expenses

We'll pay you expenses in line with our Company Expenses Policy – please make sure you're familiar with what it says.

7. What happens if you aren't well, or things go wrong

Private Medical Insurance

We may also contribute to premiums to a private medical insurance scheme for your benefit. Your leader can supply you with more details on the scheme.

Absence from work and sick pay

It's miserable to be ill or injured, but we do need you to let us know as soon as possible if you can't make it into work. You'll also need to follow the Absence Policy (or any other arrangements that your Leader puts in place) and keep your Leader updated, even if you obtain a Medical Certificate. It's really important that you follow the policy because unauthorised absence or absence without proper notification may be unpaid and may result in disciplinary action.

You will be entitled to the following paid sick leave:

For those covered by the Employment Act 1955, Paid sick leave shall be in accordance with said Act and may change from time to time. For those not covered by the Act you will receive

- 14 days /year where no hospitalization necessary
- 60 days per rolling 12 calendar months if hospitalization is necessary. We would require a letter of



verification by a registered medical officer to certify that you are unable to work due to your illness and the duration of hospitalisation.

Grievance Procedure

It's important to us that you're happy and fulfilled in your role. If you have any issues or concerns, the best way to resolve them is usually on an informal basis with support from your Leader or the ES team. But if that doesn't work you have options to raise your concerns more formally. Please see our Grievance Policy for more details. As with our other policies, the Grievance Policy is non-contractual.

Disciplinary Procedure and Suspension

We fully expect everything will go well while you're working at Access but in some cases, we may need to take action to get things back on track (for example, if your performance isn't at the level we need, or if there are issues with your conduct, attendance or time keeping, or you've done something which really undermines our trust in you). If things are serious enough, we may need to consider ending your employment. Our Disciplinary Policy contains information on how performance and disciplinary matters are handled, including the appeals process. As with our other policies, the Disciplinary Policy is non-contractual.

Sometimes there will be an investigation before a disciplinary process starts. Depending on the nature of the matter under investigation, we may need to suspend you during this period. In this instance you'll continue to be paid.

8. What happens if you leave?

Giving notice to end employment.

The notice of termination of contract given by employer and/or employee shall not be less than:

Either party may, with or without cause, terminate this contract of employment by giving to the other party 4 weeks written notice or payment in lieu of notice.

Upon issuance of such notice of termination, the Company shall be entitled to immediately relieve you from all of your duties and responsibilities and appoint any other person to undertake any such duties and responsibilities. You are required to comply with any instructions or directions pertaining to the relief of such duties and responsibilities issued by the Company and shall not be entitled to claim any compensation whatsoever from the Company in respect of such relief.

Leaving early / payment in lieu of notice

If you'd like to leave early (i.e. before the end of your notice period), do let us know and if we can accommodate it we will (although you won't be paid for the part of the notice period we release you from). In some cases, we may decide that it's not necessary for you to serve your notice and if so we'll let you know in writing when your employment will end (which could be immediately or part way through your notice period). We will then pay you the base salary we would have otherwise paid for your remaining notice period. This payment may be made in one lump sum or monthly, in arrears on the usual pay date, and we'll let you know either way.

Termination without notice

Usually the notice period above will apply to bring your employment to an end. But in some cases, you won't be entitled to notice and we will be able to end your employment immediately without notice or payment in lieu of notice. This will only happen in the most serious of cases, for example, but not limited to if you:

- a. breach any provision of this document;
- b. engage in any misconduct;
- c. wilfully fail to discharge your duties under this contract;
- d. engage in other conduct (either inside or outside of the workplace) which is likely to affect adversely the reputation of Access or the Group Companies;
- e. are under the influence of alcohol or drugs (unless medically prescribed) while performing work;
- f. engage in fraud, theft, dishonesty or assault;
- g. cease to hold any professional qualification or licence necessary to perform your duties;



- h. become bankrupt or make an arrangement or composition with creditors, such that it will impair your ability to carry out your duties as an employee of Access;
- i. owe an obligation to a third party, including to maintain that party's confidential information, and your employment or the performance of your duties, is inconsistent with, or in breach of, that obligation;
- j. commit any other act which at common law would entitle Access to terminate the employment without notice or payment in lieu of notice
- k. are charged with, or are convicted of, a criminal offence;
- l. cease to have the right to work in Malaysia;
- m. attempt to do anything which could undermine the security or the integrity of our or our clients' computing systems or networks or attempt to gain unauthorised access to such systems or networks; or
- n. duplicate or help someone else to duplicate any copyrighted material (either audio visual or otherwise) and/or distribute or help distribute material of that kind (whether by way of authorised or unauthorised copies).

Inspection and Suspension to Facilitate Investigation Into Misconduct and Punishment

In the event that you are suspected of or alleged to have committed misconduct, the Company shall have the right to suspend you without pay and to suspend the provision of all benefits due under this Agreement, throughout the period of investigation and / or inquiry into such alleged misconduct. If eventually found to be guilty of the said misconduct, there will be no repayment of the said suspended pay and benefits. If you are found not to be guilty, the suspended pay and if applicable the suspended benefits, shall be reinstated.

In the event that you are suspected of or alleged to have committed misconduct, the Company shall have the right to suspend you on half pay for a period not exceeding 2 weeks ("**Initial Duration**") and to suspend the provision of all benefits due under this Agreement pursuant to the investigation and / or inquiry into such alleged misconduct. If the investigation is not completed within the Initial Duration, any suspension in excess of the Initial Duration will be on full pay. If eventually found to be guilty of the said misconduct, there will be no repayment of the said suspended pay and benefits. If you are found not to be guilty, the suspended pay and if applicable, the suspended benefits, shall be reinstated.

The period of any such suspension in accordance with this clause shall not be taken into account in calculating your entitlement to any benefits which accrue based on completed length of service.

If you are found guilty by the Company of misconduct, the Company shall be entitled to transfer, demote, deduct your salary and/or temporarily suspend you without pay, in lieu of terminating the Employee.

Consequence of Termination

In the event of the cessation of your employment for whatever reason, then save as provided in this Agreement or as confirmed otherwise in writing to you by the Company, you shall:

- (a) not be entitled to claim any other compensation whatsoever from the Company in respect of such termination which is in addition to any remuneration and any other dues upon termination; and
- (b) cease to be entitled to all and any benefits under this Agreement.

Return of property

Before leaving Access, you must return all property to your Leader. This includes:

- a. all property belonging to Access or a Group Company (for example, any computer equipment, mobile phone, data storage devices, written documentation, and any other assets, information, equipment and materials) that you have or can reasonably obtain; and
- b. all property that you have, or can reasonably obtain, that contains Confidential Information.

9. Things to be aware of and the "legal bits"

Post termination restrictions



If you leave us, you'll need to be aware that there are some restrictions which apply during your employment and which will continue to apply for a period of time after you go. These restrictions are intended to help us to protect our business and clients. Details are:

- 1) These restrictions will apply during your employment and for a period of six months from the date this contract ends (or, if you're on garden leave and you don't do any work during that period, the period of garden leave will count towards the six month period and so the restrictions will finish earlier).

- 2) The key things we want to protect through these restrictions are:

Our Business meaning the parts of the Access' business (or the businesses of any Group Companies) which you have been involved in during the six months immediately before the date your employment ends (or the date garden leave starts, if earlier).

Our Key Employees meaning any employees in executive, managerial, sales or development roles (or any other roles which, if the employee left, could damage Our Business) who you worked or interacted with other than in a minimal way during the six months immediately before the date your employment ends (or the date garden leave starts, if earlier). This applies to any employees of that description employed by Access or a Group Company.

Our Prospective Customers meaning any person, firm or company who has been negotiating with Access or a Group Company with a view to entering into a contract for supply of goods and/or services from the Company or from the Group, but limited to those you have been personally involved with other than in a minimal way during the six months immediately before the date your employment ends (or the date garden leave starts, if earlier).

Our Customers meaning any person, firm or company who was a customer of Access or a Group Company, but limited to those who you either have confidential information about from your work with us, or those whom you have been personally involved with other than in a minimal way during the six months immediately before the date your employment ends (or the date garden leave starts, if earlier).

- 3) The specific restrictions that apply to you are:

- a. **Soliciting or dealing with existing customers or prospective customers** - you must not, without our prior written consent, directly or indirectly:

- i) solicit; or
- ii) attempt to solicit; or
- iii) deal with; or
- iv) accept instructions from;

any of Our Customers or Our Prospective Customers in respect of any Similar Services.

- b. **Interfering with existing customers or prospective customers** - you must not, without our prior written consent, directly or indirectly:

- i) interfere; or
- ii) attempt to interfere,

with the continuance of supplies of any goods or services by Access or a Group Company to any of Our Customers or the potential supply of goods or services to Our Prospective Customers, or

- iii) do or attempt to do anything which causes or would reasonably be expected to cause any of Our Customers or Our Prospective Customers to cease, alter or materially reduce their business with us.

- c. **Soliciting or enticing our employees** – you must not, without our prior written consent, directly or indirectly:

- i) solicit, induce or entice away from us; or



- ii) attempt to solicit, induce or entice away from us; or
- iii) employ or engage; or
- iv) attempt to employ or engage, any of Our Key Employees.

d. Competing with us - you must not, without our prior written consent, directly or indirectly work for, be engaged by or otherwise be concerned or interested in any business or company which competes or will compete with Our Business in the UK and such other areas in which the Company or any Group Company carries on business on your leaving date provided that you worked in, or in relation to, those areas in the six months immediately before you leave.

- 4) In these restrictions, when we refer to “directly or indirectly”, we mean whether you act alone or with others, on your own behalf or that of others, and whether you’re acting as a principal, agent, partner, manager, employee, shareholder, contractor, director, consultant, investor or otherwise, regardless of whether it is for your own benefit or that of others.
- 5) When we refer to “Similar Services” in these restrictions, we mean any goods and/or services which are (i) the same as or (ii) similar to those supplied by Our Business, or which Our Business planned to supply, provided that you were directly involved with them other than in a minimal way during the six months immediately before the date your employment ends (or the date garden leave starts, if earlier).
- 6) Once you leave, you must not represent yourself as being connected with us or interested in our business (other than as a former employee), and you must not say or write anything which is intended to or which may damage our reputation or good standing.
- 7) You must remember to tell any future employer about these restrictions for as long as they apply to you.
- 8) If you breach any of these restrictions, we will be entitled to apply to the Courts to insist that you comply with them and/or to seek compensation from you.
- 9) Each point above constitutes an entirely separate and independent restriction meaning that if one is found to be unenforceable that won’t affect the others. Similarly, if any of the restrictions were found to be unreasonably wide but would be valid if part of the wording were deleted, then that restriction will apply with as much of the wording deleted as is necessary to make it valid.
- 10) You must also remember that, aside from the restrictions above, there are some other parts of the contract which continue to apply after your employment ends, including the provisions relating to confidential information and intellectual property.

Intellectual Property

- 1) We encourage all employees to be creative and innovative. The work that you create for Access or which relates to our business obviously needs to belong to us. However, we also want you to feel free to work on your own projects in your own time, and keep Your IP Rights, as long as:
 - a. the project is unconnected to, and doesn’t compete with, our business;
 - b. you do not work on your own projects during working hours or let your projects interfere with any work you do for Access;
 - c. if it’s possible that what you’re working on might fall under Access IP Rights, or you are unsure about this, please tell us in advance what you are working on so that we can confirm whether there is an issue or not. If we believe that what you’re working on falls within Access IP Rights, we’ll confirm this in writing;
 - d. if you use your Access laptop to work on your own projects that what you’re working on doesn’t compromise our IT systems, create a liability for us or reflect badly on Access
- 2) You also acknowledge:
 - a. that we are the sole owner of any and all Access IP Rights;
 - b. if for some reason we do not already own Access IP Rights, you agree that you will do anything required to help us to become the legal owner (both during and after your employment);
 - c. if you create IP which falls within Access IP Rights, you waive any right to be identified as the creator and you also waive any similar author’s rights under the laws of any other country; and
 - d. if you want to do any paid work, or become involved in a business, outside of your role for Access, you can only do so with our agreement in writing before you start the work.
- 3) And lastly some definitions to make sure we’re all on the same page:



"IP"

any copyright, patents, discovery, invention, procedure, development, improvement, data, design, formula, model, plan, drawing, documentation, trademark, rights in design, database rights, database, computer program or software (including preparatory and design materials), whether registrable or not, idea, method, information, know-how and/or goodwill, in each case whether registered or unregistered or the subject of a pending application for registration, all legal rights protecting the confidentiality of any information or materials and all other rights of a similar nature anywhere in the world in any work.

"Access IP Rights"

IP in any materials which you make, discover, create or generate (alone or with other people) in the course of your employment with us (whether for Access or a Group Company). This obviously includes any IP you create when you are performing your role for Access, but it will also include IP you create in your own time if it relates to or affects our business or is capable of being used or adapted for use in connection with our business. Access' IP Rights will not include "Your IP Rights".

"Your IP Rights"

IP in any materials which you make, discover, create or generate (alone or with other people) in your own time and which do not relate in any way to Access' business from time to time.

Data Protection & Information Security

While you work at Access and following your termination, we would like to confirm that the following remains valid. We take your data seriously and we expect you to take the data of colleagues and customers equally so. Please refer to our data protection and information security policies for more information on what we expect from you, and what you can expect from us.

Privacy

- 1) You must ensure that all of your dealings with personal information in connection with your employment:
 - a. comply with Access, or any Group Company's statutory obligations under the Personal Data Protection Act 2010, and any other applicable rules and regulations, as if they were binding on you; and
 - b. comply with the requirements of Access or any Group Company's privacy policies as amended from time to time.
- 2) You consent to Access or any Group Company collecting, using and storing your personal information for any lawful purpose relating to your employment or the conduct of Access or any Group Company's business.
- 3) You consent to Access or any Group Company disclosing your personal information to other persons (including to persons outside of Malaysia) for any lawful purpose relating to your employment or the conduct of Access or any Group Company's business.
- 4) Without limiting clause 3) above, these persons include related entities, Relevant Tax Agency contractors, bankers, insurers, medical, rehabilitation or occupational practitioners, laboratory analysts, investigators, financial and legal advisers, potential purchasers on sale of business, law enforcement bodies and regulatory authorities.
- 5) The privacy policies of Access and the Group Companies are set out in various communication channels such as the intranet, internal emails and newsletters etc. You agree to review these policies regularly and to remain informed of any updates to the policies. You agree that your personal information can be collected, used and disclosed in accordance with these privacy policies as amended from time to time.
- 6) And lastly some definitions to make sure we're all on the same page:

"Privacy Laws"

the and any other legislation imposing an obligation in relation to the collection, use, disclosure, storage or transmission of personal information (including



without limitation health information) which is applicable to Access or any Group Company, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.

Deductions

You authorise us to deduct from any payments due to you, any debts you owe us or errors in payments we make to you. This could include, for example, outstanding loans and interest; advances; unauthorised expenses; overpayment of salary, bonus or commission; excess holiday or sick pay; damage caused by you or losses we incur as a result of your negligence or breach of our rules.

Whilst errors made by us (under or over payment) will be rare, this can happen, and we would ask that you let us know so that we can sort out as soon as possible.

Immediately on your employment ending or at any other time requested by Access, and to the extent permitted by law, you:

- a. agree to pay to Access all amounts you owe to Access (for example, amounts such as personal expenses incurred on an Access provided credit card or mobile telephone, or amounts owing for Access funded study assistance) or any amounts mistakenly paid to you such as an overpayment;
- b. authorise and direct Access to withhold unpaid amounts from monies otherwise owed to you during employment or upon termination of employment; and
- c. acknowledge that if you fail to repay any monies owing to you, including any amounts paid to you by mistake, Access may demand and enforce the recovery of such monies as a debt immediately due and payable by you to Access.

Whilst errors made by us (under or over payment) will be rare, this can happen, and we would ask that you let us know so that we can sort it out as soon as possible.

Changes to Terms of Employment

Sometimes it will be appropriate for us to change or update these terms. We'll give you notice of any changes, either individually, or by general announcement. If you choose to remain employed by us after we let you know about any changes, we'll take that to mean you've agreed to the change. Therefore, if you object to any proposed amendment, you must notify both your Leader and the ES team, in writing, within five working days of receipt of the written notice from us.

Rights of third parties

Except for the parts of this Agreement which we have entered into not just for ourselves, but also for our Group Companies, you and we agree that the terms of this Agreement are personal to us and it is not intended that any other person should benefit from this Agreement.

Miscellaneous

This Agreement will be governed by and interpreted in accordance with Malaysian Law and the parties submit to the non-exclusive jurisdiction of the courts of Malaysia in relation to any claim, dispute or matter arising out of or relating to this Agreement.

Any delay in us exercising our rights under this Agreement does not constitute a waiver of such rights.

There are no collective agreements which directly affect your terms and conditions of employment.

We hope that you are as excited to join us as we are to have you. If you are happy with this Agreement, please sign it below.

SIGNED by



DATE: 25/1/2024

Sophia Bernard
Director, Employee Success APAC
for and on behalf of **THE COMPANY**

I, **Mohamad Redzmi Bin Mohamad Radzuan**, agree to the terms and conditions as set out in this Agreement.

SIGNED by **Mohamad Redzmi Bin Mohamad Radzuan**

NAME *MOHAMAD REDZMI BIN MOHAMAD RADZUAN*
.....

DATE **15/03/2024**
.....



MOHAMAD REDZMI BIN MOHAMAD RADZUAN