EMPLOYEE HANDBOOK



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WELCOME MESSAGE FROM THE MANAGEMENT

Dear New Team Member,

Let us first extend our congratulations on your appointment and extend a warm welcome to

ACE Innovate Group. We hope you will start to think of the workplace as your second home

as you will be there for the most of your working hours. Our employees are valued at ACE

Innovate Group and are seen as assets to the business. We support learning and capacity

building as a part of career and skills enhancement because we think that all employees deserve

fair job opportunities and equal treatment.

With the goal of fostering a close-knit workplace, this handbook aims to familiarise you with

key details about the ACE Innovate Group, the relevant duties, and responsibilities of each

department within the Group, as well as to establish guidelines for your employment

experience with us. It is provided to you so that you can better understand how the business

runs and to serve as a reference throughout your employment with the business.

We look forward to your contribution and support to ACE Innovate Group and wishing you

the best.

From,

The Management

BACKGROUND

ACE Innovate Asia Sdn Bhd was formed on 5 March 2019 in Malaysia under the Act as a private limited company. On 19 June 2019, we were converted into a public limited company to facilitate our Group's listing on Bursa Securities' LEAP Market. Our Company is principally an investment holding company, whilst our subsidiaries, ACE Capital, ACE Global, ACE Assay, ACE Ihsan and ACE Ikhlas are principally involved in gold bullion trading and related activities.

Our Group's history can be traced back to 2009, when our current Chairman, Go Yoong Chang, and other shareholders founded ACE Capital. In 2011, ACE Capital started trading of Scrap gold bars. When we began dealing with a Singapore firm situated in Bangkok, Thailand, in 2015, we expanded our product line to include Cast gold bars. In the next year, we began obtaining Cast gold bars from other local bullion dealers as well as overseas bullion traders and/or refineries.

ACE Global was founded in 2015 and began developing an in-house online gold trading platform known as the GTP Easy platform in 2016. The GTP Easy platform allows our clients and suppliers to check real-time gold trading prices as well as buy and sell actual gold items from/to us. In 2017, the GTP Easy platform was officially introduced. On the other hand, ACE Assay was founded in 2017 to conduct assays on recycled gold that we had bought. We developed our own gold assaying laboratory. In 2017, we became a market maker for the Bursa Malaysia Derivatives Gold Futures Contract, and in 2018, we joined the PT Bursa Komoditi dan Derivatif Indonesia.

In 2018, we expanded our imports of Cast gold bars. We began to practise hedging through paper gold trading at that time. We also enlarged our product line to include Minted gold bars, which we offered the same year. Third-party e-commerce platforms such as Lazada and Shopee are utilized.

In 2018, we received Shariah compliance from Salihin Shariah Advisory Sdn Bhd for our gold trading transactions involving actual gold products, this has enabled us to acquaint with the Muslim investing community. Lastly, in December 2020, ACE Capital began a Digital Gold business in collaboration with various partners such as Maybank Islamic Berhad, Bank

Muamalat Malaysia Berhad, MBSB Bank, Koperasi Pos Nasional Berhad, Umobile Services Sdn. Bhd., and many others.

OUR VISION

- Superior business through innovation and advanced technology with an unyielding enthusiasm.
- Ensure the public to experience nothing but the best from us.

OUR MISSION

- To deliver only the most genuine services and highest quality of products.
- To aid navigation, build trust, and serve our clients easier to weigh the options.
- To serve our clients by giving them a sharp connectivity and simple yet reliable solutions that will achieve great results.

CORE VALUE

Accountability

Accountability in the workplace is a vital component of high-performing teams, an atmosphere of trust, and a culture of ownership. Each of us is responsible for our words, our actions, and our results.

Commitment

We are a team committed to help our Group to thrive and play an active part in assuring Group success through our own professional development efforts and dedication.

Efficiency and Excellence

Our Group aims for efficiency and excellence to exceed standards in reaching the best possible outcome with the least amount of waste by maintaining dynamic, appropriate regulations and practices while continually advancing a quality workforce.

EMPLOYEE HANDBOOK

This Employee Handbook ("Handbook") is intended to introduce you to ACE Innovate Group, familiarise you with ACE Innovate Group's policies, give broad guidelines on work regulations, benefits, and other employment-related concerns, and assist answer many of the questions that may occur during your employment. It contains personnel policies and procedures that apply to all permanent employees. However, some department may have additional extensive departmental instructions relating to its department or sector that are not specified in the Handbook.

Furthermore, unless specifically referenced, this Handbook replaces all past memoranda, instructions, letters, and regulations on human resource topics. Regardless of the above, any questions, ambiguities, and conflicts arising from the execution and interpretation of the provisions of this Handbook must be sent to the Human Resource Department for explanation and resolution.

ACE Innovate Group always retains ownership of this Handbook, and it is intended primarily for the benefit of its Group workers. The contents should not be revealed or disclosed to third parties, nor should they be duplicated in any manner. It shall be returned to the Human Resource Department upon leaving the services of ACE Innovate Group ("Group").

1.0 THE CONTRACT OF EMPLOYMENT

1.1 Job Classification and Grade

Job			
Classification	Grade	Category	Position
Senior	SM1	Director	Group Chief Executive Director
Management			(CEO)/Executive Director
	SM2	Officer	Chief Marketing Officer (CMO)/
			Chief Financial Officer (CFO)/
			Chief Technology Officer (CTO)
	M1	Manager	Senior Manager/Manager/
Management			Accountant
Management	M2	Assistant Manager	Assistant Manager/Assistant
			Accountant
Executive	E1	Senior Executive	Senior Executive/Personal
			Assistant
	E2	Executive	Executive
	E3	Junior Executive	Junior Executive
Non-Executive	NE	General Worker	Driver/Receptionist

1.2 Appointment

- 1.2.1 Before reporting for duty to the designated Department, each new Employee will be handed an Appointment Letter by the Human Resource Department (HRD).
- 1.2.2 At the discretion of the Group, pre-employment background checks may be conducted on all job applicants who accepted an offer of employment. Background checks may include verification of any information on the successful job applicants' resume and/or application form. Any distortion, inaccuracy and/or misrepresentation of facts in the job applicants' resume and/or application form will be grounds for immediate dismissal.
- 1.2.3 All accepted employment offer shall be conditional upon the Group being satisfied with the outcome of the Employee's background verification checks which shall include but not limited to the Employee's status i.e. not a bankrupt,

has never been convicted of any criminal offence, has not been found guilty of misconduct in any of the Employee's previous employments, did not resign to avoid pending investigations into the Employee's alleged misconduct and/or facing any performance issues in any of the Employee's previous employments

1.3 Employee Personal Information

1.3.1 Every Employee is responsible for informing the HRD of any changes in family status, residence, phone number, or most recent educational achievement. This will enable the Group to maintain up-to-date records.

1.4 Orientation Programs

- 1.4.1 Orientation programs have been designed for all new Employees to ensure assimilation into the Group. The orientation will be conducted by the HRD for all new Employees to ensure that they:
 - 1.4.1 Understand the Group's policies and benefits; and
 - 1.4.2 Understand the nature of business and structure of the Group.

1.5 Employment of Non-Citizen

- 1.5.1 The Group complies with the Immigration Act, 1963 by employing only Malaysian citizens and non-citizens who are authorised to work in Malaysia.
- 1.5.2 If the Employees are a non-Malaysian citizen, please contact the HRD to assist in renewing any relevant working permits for work in Malaysia.

1.6 Probation and Confirmation

1.6.1 **Probation**

- 1.6.1.1 All new Employees shall be required to serve a probationary period of three (3) months from the date of commencement of employment with the Group, during which time, their job performance and suitability for confirmation in employment, will be reviewed and assessed.
- 1.6.1.2 If the Employee's performance falls short of the Group's expectations, the probationary term will be extended for an additional period of not more than three (3) months or for such longer or shorter period deemed fit by the Group.
- 1.6.1.3 If the Employee fails to meet the Group's expectations during or at the conclusion of their probationary period or extended probationary

- period, the Group reserves the right to terminate the contract on poor performance ground and/or any other grounds found herein.
- 1.6.1.4 Some benefits provisions shall not apply to a recruit who is serving their probation such as marriage leave, prolonged illness leave, increment, and bonus.

1.6.2 Confirmation

- 1.6.2.1 Upon successful completion of the probation period or any extended period thereof, the Employee will be confirmed in employment in writing. In the absence of any written confirmation, the Employee will continue to remain on probation until informed otherwise, in writing.
- 1.6.2.2 An Employee will be required to attend a confirmation evaluation with the Employee's Head of Department (HOD) at the end of the probation period.

2.0 WORKING HOURS

2.1 Hours of Work

2.1.1 An Employee is required to adhere to the normal working hours as specified below:

Monday to Friday : 9.00 AM to 6.00 PM

Lunch Break : 12.30 PM to 1.30 PM

Lunch Break on Friday: 12.30 PM to 2.15 PM

(For male Muslim Employees)

2.1.2 Employees are required to clock-in and clock-out each time they enter or leave the office premises.

- 2.1.3 With the exception of any public holidays recognised by the Group, an Employee is typically required to adhere to their working hours and maintain at least forty (40) hours of work per calendar week when engaged in work outside of the office.
- 2.1.4 The Group has a right to expect consistent attendance and punctuality from all Employees. Repeated and/or, uncertified absences, lateness or missed clock in/out and excessive absenteeism or tardiness may lead to severe disciplinary sanction up to and including dismissal.

3.0 TRANSFER, SECONDMENT AND PROMOTION

3.1 Transfer and Secondment

- 3.1.1 The Group may at its absolute discretion transfer and/or second an Employee to any department within the Group based on such business requirement, including but not limited to:
 - 3.1.1.1 Service or expertise required by the receiving agency;
 - 3.1.1.2 Employee has been in the same position for a long time;
 - 3.1.1.3 Reorganisation of the Group;
 - 3.1.1.4 Business exigencies of the Group;
 - 3.1.1.5 Staffing of newly created positions; or
 - 3.1.1.6 Staffing of vacant positions.

3.2 Promotion

- 3.2.1 At its sole discretion, the Group may consider promoting a suitable Employee to a higher position, which may be available in the Group.
- 3.2.2 An Employee selected for promotion shall be required to serve a promotion probationary period of three (3) months.
- 3.2.3 If the Employee is unable to execute and fulfil the increased responsibilities and expectations adequately and is therefore not confirmed in his/her new post, he/she will be restored to his/her prior job and his/her acting allowance will be withdrawn, without affecting his/her future prospects within the Group.

4.0 RESIGNATION AND RETIREMENT

4.1 Termination of Employment

4.1.1 Either party may terminate the contract of service by giving the other party the following notice in writing or payment in lieu as follows:

Job Grade	Confirmed Employees	Employees On Probation
M1 and above	2 Months	1 Month
M2 and below	1 Month	1 Week

- 4.1.2 The Group is entitled to terminate your employment immediately on the giving of written notice for any of the following cases:
 - 4.1.2.1 If the Employees are guilty of dishonesty or serious or persistent misconduct or, without reasonable cause, neglect or refuse to attend to your duties or fail to perform any other regulation of the Group from time to time in force.
 - 4.1.2.2 If the Employees are incapacitated by illness or otherwise unable to perform your duties hereunder for a period totalling in aggregate 3 months in any period of 12 consecutive calendar months.
 - 4.1.2.3 If the Employees are bankrupt or have a receiving order made against the Employees or make any general composition with your creditors.
 - 4.1.2.4 If the Employees are prosecuted for any criminal offence (other than an offence under road traffic legislation in Malaysia or elsewhere for which only a fine or non-custodial penalty is imposed).
 - 4.1.2.5 If the Employees become of unsound mind, as certified by a medical officer or medical practitioner registered with the Malaysian Ministry of Health.
- 4.1.3 The termination notice stated above shall not be applicable in cases of breach of contract or termination on grounds of misconduct.
- 4.1.4 An Employee's contract of service with the Group is deemed terminated if he/she is continuously absent from work for more than two (2) consecutive working days without prior leave from the Group, unless he/she has a reasonable excuse for such absence and has informed or attempted to inform the Group of such excuse prior to or at the earliest opportunity during such absence.

- 4.1.5 Any Employee's employment may be terminated by the Group if he/she exhibits poor performance or fail to meet the minimum target set.
- 4.1.6 In the event of a termination of contract due to retrenchment, the award of retrenchment benefits (if any) shall be at the sole discretion of the Group.
- 4.1.7 An Employee shall be required to settle all outstanding liabilities, loans and other obligations owed to the Group prior the last day of work, failing which, the Group shall offset the monies and liabilities from all the payment due to the Employee i.e., salary, allowance and leave balances.
- 4.1.8 In the event that the Employee fails to make any of the overdue payments due or business assets and files are lost or damaged as a consequence of the Employee's carelessness and/or negligence, The Group shall retain the right to take legal action against the Employee and report the Employee to the Labour and Industrial Relations office.

4.2 Termination Procedure

- 4.2.1 An Employee's service can be terminated by either the Group or the Employee by serving the other party a written notice or payment in lieu of the notice period as specified in Clause 4.1.1.
- 4.2.2 Upon termination or dismissal from service, the Employee shall surrender all the Group's property, settle all monies and liabilities due to the Group before leaving the service of the Group.
- 4.2.3 The Employee is required to obtain an Exit Interview Form and rightly complete it as evidence that this requirement has been complied with all the exit procedures of the Group.

4.3 Job Abandonment

- 4.3.1 In the event an Employee fails to report for work without notifying the HOD for two (2) or more consecutive working days, it will be construed as job abandonment in accordance with Section 15(2) of the Employment Act, 1955.
- 4.3.2 If an Employee has abandoned his/her job, the Employee will be terminated with immediate effect and shall not be eligible for rehire and shall not be entitled to any recourse against the Group.

4.4 Retirement

- 4.4.1 An Employee achieves the official retirement age when their age is sixty (60) years old. At that point, such Employee's employment will automatically cease.
- 4.4.2 In the absence of a birth certificate, the date of birth shown in the Identity Card shall be deemed to be the date of birth for the purpose of determining the retirement age. If the Identity Card shows only the year and not the actual date and month in the year, then the last day of service for purposes of retirement shall be 31st December of that year. Provided that if the year and month are shown in the Identity Card, and not that date, then the last day of service for purposes of retirement shall be the last day of that month.
- 4.4.3 The Group may, however, in its sole discretion, offer the retired Employee reemployment on a contractual basis. After then, the person will no longer work for the Group on a permanent basis; instead, he/she will be hired on a contract basis.

4.5 Exit Interview

4.5.1 When an Employee's employment with the Group ends, he/she may be required to attend an "exit interview" with the HOD.

5.0 TYPES OF LEAVE

5.1 Federal and State Public Holidays

- 5.1.1 An Employee shall be entitled to paid holidays on all gazetted Federal and State Public Holidays relevant to the state in which the Employee is employed at the ordinary rate of pay in any one (1) calendar year.
- 5.1.2 If a public holiday falls on a Sunday, the next working day shall automatically be considered as a replacement holiday.

5.2 Annual Leave

5.2.1 Employees who have successfully completed 12 months continuous service, shall be entitled to paid annual leave in any calendar year (i.e. from 1st January to 31st December of each year) subject to the limits stated below and the conditions specified hereunder.

Period of	Annual Entitlement		
Service	E1 and below	M1 and M2	SM1 and SM2
0 to 2 years	14 days	16 days	18 days
2 years to 5 years	16 days	18 days	22 days
5 years or more	18 days	22 days	24 days

- 5.2.2 Annual leave entitlement for Employees who have not completed twelve (12) months of service shall be pro-rated accordingly. Employees may only utilise their leave on an earned basis.
- 5.2.3 Employees are allowed to carry forward a maximum of five (5) days of unutilised annual leave to the following year. All leave carried forward must be utilised by 30th April of the following calendar year otherwise it shall be forfeited.
- 5.2.4 An Employee shall apply for their annual leave four (4) working days in advance, failing which, the leave application is considered an emergency leave (which is still subject to the HOD's approval).
- 5.2.5 If the Employee is away from work for more than three (3) hours without prior consent, that day will be considered as a full day's emergency leave wherein the Employee is required to comply with Clause 5.3 below.
- 5.2.6 The Group has the full discretion to allow an Employee to take available annual leave partially or in full during the notice period of resignation.

- 5.2.7 An Employee shall not be entitled to payment in lieu (of all types) if the Employee resigns without giving proper notice or termination of contract without notice due to misconduct.
- 5.2.8 An Employee who is on leave without pay exceeding thirty (30) days or leave due to prolonged illness shall not be entitled to annual leave during the period of such leave.

5.3 Emergency Leave

- 5.3.1 Emergency is defined as "an unexpected occurrence, requiring immediate action of the Employee; pressing necessity" and these include situations like death or serious illness of a close relative, accident, unscheduled hospitalisation, etc. The onus of proving the emergency nature of the event lies with the Employee who is required to provide cogent reason(s) as well as documentary evidence to support his/her application for emergency leave to the satisfaction of the Group. Otherwise, the leave will be considered as unpaid leave.
- 5.3.2 The Group reserves the right to take disciplinary action against an Employee who abuses the emergency leave privilege. During the day of the emergency leave, the Employee must inform the HOD and HRD of the leave latest before 10 a.m.

5.4 Medical leave

5.4.1 Paid medical leave shall be granted to an Employee on production of medical leave certificate(s) from any registered medical practitioner certifying that he/she is unfit for duty subject to the limits stated below and the conditions specified hereunder:

Period of Service	Annual Entitlement	
	Non-hospitalization	Hospitalization
0 to 2 years	14 days	60 days
2 years to 5 years	18 days	60 days
5 years or more	22 days	60 days

5.4.2 Medical leave entitlement is not cumulative and any medical leave in excess of the limits specified in the Clause 5.4.1 shall be treated as unpaid leave, at the sole discretion of the Group.

5.5 Compassionate Leave

- 5.5.1 The Employee is entitled to personal leave in special cases with pay of no more than three (3) working days per year as follows:
- 5.5.2 This personal leave includes:
 - 5.5.2.1 The death of an immediate family member. The immediate family member is defined as including one's spouse, child, parent, brother, sister, parents-in-law, and grandparents.

5.6 Marriage Leave

5.6.1 Leave for marriage (once during employment with the Group). An Employee shall take marital leave within three (3) months after the date of marriage registration.

5.7 Maternity Leave

- 5.7.1 All female Employees shall be entitled to maternity leave for a maximum period of ninety-eight (98) consecutive days, inclusive of rest day and any applicable Public Holiday, in respect of each confinement, provided that at the time of her confinement she has not more than five (5) surviving children.
- 5.7.2 A female Employee shall be entitled to paid maternity leave if:
 - 5.7.2.1 She has worked for a continuous period of ninety (90) days during the nine (9) months period before the day of the confinement; and
 - 5.7.2.2 She is an Employee at any time during the four (4) months before the confinement.
- 5.7.3 An Employee shall apply maternity leave at least thirty (30) days prior commencement of the intended maternity leave period.

5.8 Paternity Leave

- 5.8.1 A male Employee who has been confirmed and working continuously for the Group for at least one (1) year is entitled to seven (7) working days of paternity leave for each child born to the first legal delivery, up to five (5) deliveries.
- 5.8.2 An Employee shall apply the paternity leave at least thirty (30) days from expected confinement.

5.9 Prolonged Illness Leave

5.9.1 An Employee who has served the Group for at least three (3) continuous years with satisfactory performance record and who is diagnosed with prolonged illness during his tenure of employment shall be entitled to the following provisions for the subsequent ten (10) months periods:

Period	Benefits
1 st - 2 nd Month	Full pay leave
3 rd - 4 th Month	Half pay leave
5 th - 7 th Month	Quarterly pay leave
8 th - 10 th Month	No pay leave

- 5.9.2 If an Employee who resumes duty under the preceding article has a relapse within six (6) months after resuming duty, the relapse must not be considered as a new case, but as a continuation of the previous case. As a result, the Employee's leave that was previously used in the first instance will be deducted from their eligibility, and the Employee may be awarded the balance of the unutilized leave, if any.
- 5.9.3 At the end of the ten (10) months period, if the Employee is still certified unfit to work by a registered medical practitioner, the Group shall reserve the right to terminate the employment on medical grounds.
- 5.9.4 The period which an Employee is on no-pay leave or on prolonged illness leave shall not be considered for the purpose of calculating their length of service for use in determining their eligibility for benefits that are based on length of service.

5.10 Replacement Leave

- 5.10.1 An Employee may be required to work on any off days, rest days, or public holidays and in such event, they shall be eligible for replacement leave.
- 5.10.2 The work carried out must be in accordance with the operational requirements as assigned and validated by HOD.

6.0 MEDICAL BENEFITS

6.1 Outpatient and Specialist Medical Benefits

6.1.1 The Group shall provide medical and specialist medical benefits to confirmed Employees only.

Job Grade	Annual Entitlement
All Levels	RM 600.00

- 6.1.2 The medical benefit shall exclude the following:
 - 6.1.2.1 Cosmetic surgery;
 - 6.1.2.2 All medical aids or equipment, such as crutches, wheelchairs, glasses, etc;
 - 6.1.2.3 Vision cares related costs;
 - 6.1.2.4 Expenses as a result of pregnancy, confinement, abortion or miscarriage;
 - 6.1.2.5 Treatment of venereal diseases;
 - 6.1.2.6 Injury, illness or disease caused by misconduct, attempted suicide, carelessness, drunkenness, wilful negligence or any performance of unlawful act;
 - 6.1.2.7 Treatment of mental related complications; and
 - 6.1.2.8 Medical fee issued by non-certified medical practitioner (i.e., not register under Medical Act, 1971 as medical practitioner) such as traditional Chinese Medicine Practitioner.
- 6.1.3 The medical benefits are annual reimbursement benefits and unutilised benefits shall be forfeited at the end of each calendar year.

7.0 SPECIAL INCENTIVE

7.1 Local Travelling Claims

7.1.1 Employees who are compelled to travel for Group business reasons are eligible to submit the following mileage claims:

Transportation Type	Rate*
Motorcar	RM 0.80 per km
Motorcycle	RM 0.40 per km

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates at any time.

- 7.1.2 Tolls and parking shall be reimbursed accompanied by an actual receipt.
- 7.1.3 Employees who are eligible for Petrol cards and TNG cards are not allowed to submit mileage claims, toll claims, or parking claims.
- 7.1.4 When travelling in a group, Employees must share a car, and the Group is responsible for paying one (1) claimant per mileage claim.
- 7.1.5 The claimant's destinations would be limited to the Group headquarter and the client's location.
- 7.1.6 An Employee is entitled to compensation for travel expenses if the claim form is submitted with sufficient evidence of support and before the deadline, which is the 21st of each month. In any other case, the Group shall reserve the right to deny the Employee's claim.

7.2 Petrol Allowance

7.2.1 An Employee under the following positions shall be entitled to a monthly petrol allowance for commuting to work:

Job Grade	Monthly Entitlement*
SM1 and SM2	RM 1,000.00
M1	RM 400.00

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates or cancel this allowance at any time.

7.3 Parking Allowance

7.3.1 An Employee under the following position shall be entitled to a monthly parking allowance as follows:

Job Grade	Monthly Entitlement*

M1 and above	RM 130.00

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates or cancel this allowance at any time.

7.4 Mobile Phone Allowance

7.4.1 An Employee who does not receive the Group mobile line shall be entitled to a monthly mobile phone allowance as follows:

Job Grade	Monthly Entitlement*
M2 and above	RM 30.00

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates or cancel this allowance at any time.

7.5 Attendance Allowance

- 7.5.1 Only selected confirmed Employees are eligible for the attendance allowance, which requires Group CEO approval.
- 7.5.2 A confirmed Employees shall be entitled to attendance allowance if there is no medical leave, emergency leave and/or other such leave of absence taken during the month. Notwithstanding the fulfilment of the said condition, an Employee's entitlement to attendance allowance is still subject to the Group CEO approval.

7.6 Entertainment Claims

- 7.6.1 Only Employees of Job Grade M1 and above shall be entitled to entertainment claims for the Group business.
- 7.6.2 For the Employee of Grade M1, entertainment exceeding RM 500.00 per month or RM 200.00 per receipt shall require the approval of the Group CEO prior to the occasion.
- 7.6.3 Entertainment expenses shall be on a "need to" basis.
- 7.6.4 Any Employee shall be eligible to entertainment claims only if the Expenses Claim Form is attached with relevant supporting documents. Otherwise, the Group shall reserve the right to reject the claim made by an Employee.

7.7 Outstation Travelling Claims

7.7.1 An Employee (other than Sales and Operation Department) shall be entitled to the type of travel class and claims as follows:

7	Travel Mode	Travel Class/	Toll
		Rate/ Claim	
Own dri	ving	RM 0.80 per km*	As per actual receipt
Taxi		As per actual receipt	
Flight	Ticket	Economy	
	Airport Taxes	As per actual receipt	

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates at any time.

- 7.7.2 For taxi travel and own driving, Employees shall share taxi or car whenever they travel in a group and the Group shall reimburse one (1) claimer per taxi or mileage claim.
- 7.7.3 Any Employee shall be eligible to outstation travel claims only if the claim form is attached with relevant supporting documents. Otherwise, the Group shall reserve the right to reject the claim made by an Employee.

7.8 Outstation Allowance

7.8.1 Employees (other than Sales Department and Operation Department) who are assigned to conduct the Group business that require to be stationed overnight shall be entitled to outstation allowance. The maximum rate per day for outstation allowance shall be as follows*:

Job Grade	Domestic	International
M1 and above	RM 55.00	USD 55.00
M2 and below	RM 40.00	USD 40.00

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates or cancel this allowance at any time.

- 7.8.2 The outstation travel allowance shall be payable only if the outstation travel involves overnight stay or if the duration of the trip is more than eight (8) hours from the time of departure to time of arrival at state/country of workplace.
- 7.8.3 No cash advance for Employee who travel outstation.
- 7.8.4 Any Employee shall be eligible to outstation claims only if the Expenses Claim Form is attached with relevant supporting documents. Otherwise, the Group shall reserve the right to reject the claim made by an Employee.

7.9 Accommodation

7.9.1 Employees who are required to travel outstation for more than one (1) day shall be entitled to outstation claim for accommodation. The maximum rate per day for accommodation shall be as follows*:

Job Grade	Domestic	International
M2 and above	RM 300.00	USD 300.00
E1 and below	RM 180.00	USD 180.00

^{*}The eligible employee consents that the Group may at its sole and absolute discretion vary the rates at any time.

7.9.2 All employees shall be entitled to the provision of accommodation as follows:

Travel Status	Room Type
1 person	Standard Single Room
2 persons	Standard Double Room

7.9.3 The Group has the right to deny any claim if the claim is not accompanied by any original bill or receipt.

7.10 Meal Allowance

7.10.1 Sales Department shall be entitled to claim for meal allowance during overtime as follows*:

Weekdays After 9.00 pm	Weekend or Public Holiday	
	More than 8 hours	More than 11 hours
RM 15.00 per meal	RM 15.00 per meal	RM 15.00 per meal

^{*} No meal allowance will be paid if the number of hours is less than 8 hours. The eligible employee consents that the Group may at its sole and absolute discretion vary the rates or cancel this allowance at any time.

7.11 Training and Development

- 7.11.1 All Employees shall be eligible to attend approved training programs up to a maximum of forty (40) training hours (including internal training) except those who are serving their notice period because of resignation/termination. In such cases, they are not entitled to attend any internal or external training programs.
- 7.11.2 All applications for both internal and external training programs must be approved by the HOD. For paid training/seminar, HOD shall seek further approval from the Group CEO prior to the disbursement of fund for training.

- 7.11.3 Attendance is required for those chosen Employees who are funded by the Group to attend seminars, short courses, conferences, workshops, or exhibits in order to advance their relevant job skills and knowledge.
- 7.11.4 Employees who wish to apply study leave for courses or classes should obtain prior approval from the Group CEO. Such leave shall be granted at the sole discretion of the Group with appropriate terms and conditions.

8.0 SALARY ADMINISTRATION

8.1 Payment of Salary

- 8.1.1 According to Section 19 of Employment Act 1955, all Employees' salary, after lawful deductions, shall be made payable by the Group not later than the 7th day of the following month.
- 8.1.2 All salary information shall be kept confidential. Employees are to refrain from discussion of salary matters with any other Employees, other than with their immediate supervisors.
- 8.1.3 For salary payment, Employees are required to open and maintain a banking account with a designated financial institution determined by the Group. Any anomalies regarding an Employee's salary should be brought up with the HRD right away.

8.2 Employee Provident Funds (EPF)

8.2.1 The Group will make the following contributions to each Employee's KWSP:

Employee's Status	Employer's EPF (Contribution Rate
Monthly Salary Rate	RM 5,000 and below	More than RM 5,000
Below age 60	13%	12%

8.2.2 All fixed income i.e., basic salary and fixed allowances shall be subjected to EPF contributions.

8.3 Social Security Contribution (SOCSO)

8.3.1 The Group shall contribute to SOCSO according to the regulations stipulated by the Employees' Social Security Organisation Act, 1969 (Act4).

8.4 Income Tax

- 8.4.1 The Group shall deduct an Employee's Income Tax in line with the prevailing rates specified in the most recent Income Tax Schedule issued by the government each year.
- 8.4.2 All forms of income paid to an Employee are deductible for income tax purposes.
- 8.4.3 Each Employee is responsible to oversee their individual tax obligations.

9.0 PERFORMANCE MANAGEMENT APPROACH

9.1 Performance Appraisal

- 9.1.1 To ensure that all Employees perform their job to the best of their ability, the Group has instituted a Performance Management Approach (PMA) which stresses the importance of Employees being recognised for good performance and receiving appropriate suggestions for improvement as needed.
- 9.1.2 The PMA covers both the "What" and "How".
 - 9.1.2.1 The "What" refers to the performance goals and results, which are normally quantitative; and
 - 9.1.2.2 The "How" relates to the knowledge, skills and competencies, which are qualitative and developmental in nature.
- 9.1.3 Every year, HOD uses PMA to evaluate Employee Performance in writing. Performance reviews must be done at least once per year, unless a specific request allows for more frequent reviews in a year. The goal of performance appraisal is to enhance an Employee's Job Performance while establishing good communication channels between the Employee and HOD.
- 9.1.4 All performance appraisals shall be based on merits, performances, and achievements of the Employee's assigned Key Performance Indicators (KPIs).
- 9.1.5 As performance ratings are used as one of the important factors to determine increment, bonus and promotion, The Group will ensure that quality check is done through stringent review and moderation.

9.2 Increment and Bonus

9.2.1 The annual increment and bonus payment shall be paid at the sole discretion of the Group and shall not constitute a legal entitlement on the part of the Employee, and it shall be based on annual performance appraisal, as well as past performance improvement, dependability, attitude, cooperation, disciplinary action taken, adherence to all employment policies, and the salary range of the Employee's position.

9.3 Overtime

- 9.3.1 Employees drawing a salary of RM4,000 per month or below shall be entitled to claim overtime
- 9.3.2 Work done during the following times shall not be considered as overtime.
 - 9.3.2.1 Lunch time; and

- 9.3.2.2 Annual leave, medical leave and other such leave of absence.
- 9.3.3 All HOD shall plan the work of their subordinates such that there is minimum overtime work, and the Group is not obliged to pay an Employee who works more than the normal working hours without any prior approval from the HOD.
- 9.3.4 During busy periods, the employer may require Employees to work extended hours. Overtime is considered a condition of employment, and unreasonable refusal to accept it when reasonable notice has been given is cause for discipline, up to and including termination.
- 9.3.5 Employees who continually rely on the use of overtime hours to complete a week's work without it being deemed as extenuating circumstances by management will be subject to disciplinary action.
- 9.3.6 An Employee entitled to claim overtime shall be paid at the rate of one and half (1½) times the hourly rate of pay.
- 9.3.7 An Employee who intends to claim for overtime pay and/or meal allowance shall submit the Overtime Claim Form by the 21st of each month to the HOD for recommendation and to the HRD for verification before obtaining approval from the Group CEO.

10.0 CODE OF CONDUCT

10.1 Personal Conduct

10.1.1 Commitment

- 10.1.1 All Employees shall and are expected:
 - 10.1.1.1 To carry out their duties and responsibilities diligently and to the best of their ability.
 - 10.1.1.2 To always promote and advance the interests of the Group and shall not do anything to bring down the reputation to the Group.
 - 10.1.1.3 To obey, comply with and observe rules, regulations, procedures, practices, orders, directives, and policies of the Group, whether expressed or implied in law or by custom and practice.

10.1.2 No Outside Work

- 10.1.2.1 To render the most effective service to the Group and its customers, Employees must give their exclusive attention to their work and not involve in any engagement, particularly those that will place them in a situation of conflict of interest.
- 10.1.2.2 Notwithstanding the prohibitions above, Employees may engage in civic and professional affairs to a reasonable extent. The Group encourages such activities where Employees might prove helpful in promoting the welfare of the community and corporate development. However, no Employee should accept such without seeking prior approval from the Group CEO.

10.1.3 Self-discipline

10.1.3.1 The Group does not believe in regulating every aspect of the behaviours of Employees with an exhaustive set of rules and regulations, but it does expect every Employee to always conduct their self with self-discipline that befits the individual's position and status in the Group not only in the course of their duty, but also beyond that. Any violation of discipline, whether it was explicitly stated or was implicitly assumed, is grounds for disciplinary action.

10.1.4 Inability To Report for Duty

10.1.4.1 When an Employee for whatever cause or reason is unable to report for duty, it is their responsibility to inform their HOD, if so applicable, by phone or

other means immediately or as soon as possible before the start of the work schedule on the day of absence.

10.1.5 Maintain Cleanliness and Orderliness

- 10.1.5.1 Employees should observe the following in the office:
 - 10.5.1.1 Clean and organise their workspace and desk at the end of each day.
 - 10.5.1.2 Store all machines, including personal computers properly at the end of day.

10.1.6 Proper Attire and Grooming

- 10.1.6.1 All Employees are required to dress in a presentable and professional manner befitting the image and reputation of the Group.
- 10.1.6.2 The dress code determined by our the Group would be business casual. The guidelines for proper attire are as follows:

Men	Women	
Smart cotton pants/khakis/jeans	Smart cotton pants/khakis/jeans	
(Full length)	(Full length)/skirt	
Smart short sleeve business/casual	Short sleeve blouses/polo t-shirt	
shirt/polo t-shirt		

10.1.7 No Smoking

10.1.7.1 Employees are not allowed to smoke in the office premises. They should also exercise judgement with reference to smoking in the customer's office and observe the smoking rules, if there are any.

10.1.8 Borrowing Money

10.1.8.1 Borrowing money from fellow Employees, particularly by a higher-ranking Employee from a lower ranking Employee, is strictly forbidden. Such instances ought to be reported to the HOD so that appropriate action may be taken. Cases not reported and later discovered will be dealt with more severely and both the borrower and lender will be penalized.

10.1.9 No Solicitation of Contributions

10.1.9.1 No Employees should directly or indirectly solicit contributions, donations, advertisements, etc. from any customers or Employees during working hours.

10.1.10 Communication With Media and Publication of Articles

- 10.1.10.1 No Employee may speak with the media regarding any issues pertaining to the Group unless expressly authorised. All such communications, if so required, will be managed by the Group CEO, or their appointed representatives.
- 10.1.10.2 In view of the above values, an Employee shall not:
 - 10.1.10.2.1 Subordinate their duties to the Group in favour of their private interest.
 - 10.1.10.2.2 Conduct themselves in any manner as likely to bring their private interests into conflict with their duties.
 - 10.1.10.2.3 Conduct themselves in any manner as likely to cause a reasonable suspicion that:
 - 10.1.10.2.3.1 They had compromised their value as a worker for the Group by allowing their personal interests to clash with their obligations.
 - 10.1.10.2.3.2 They had used their position in the Group to their personal advantage.

11.0 BUSINESS CONDUCT

- 11.0 As an Employee of a publicly traded company, Employees should avoid any interest, influence, or relationship that could conflict or appear to clash with the best interests of the Group and jeopardise the Group's image.
- 11.1 Unless explicit authorization from the Group CEO, the following will be deemed a conflict of interest:
 - 11.1.1 Employment in other businesses;
 - 11.1.2 Direct or indirect involvement or commercial dealings in other companies with present or prospective contractual obligations with the Group;
 - 11.1.3 Non-Executive Directorship in companies on the Group list of recognised contractors or having contractual business arrangements with the Group;
 - 11.1.4 An Employee shall not, except with due authority and in the proper course of their duties, disclose or otherwise make use of any Confidential Information during or after the employment period, and shall use their best efforts to prevent the publication or disclosure of any Confidential Information as follows:
 - 11.1.4.1 All documents and information pertaining to the Group's activities and clients are kept strictly secret;
 - 11.1.4.2 Without authorization, no company-related information, including papers, files, records, or similar items, may be withdrawn from the Group's premises (except in the course of performing duties);
 - 11.1.4.3 Except as needed for the Group's business operations, the contents of Group's records or information received in relation to business may not be divulged to anybody; and
 - 11.1.4.4 It is unlawful for an Employee to make personal copies of any data, records, or software programme owned or produced by the Group.
- 11.2 Employees who expose sensitive information will face appropriate disciplinary action, up to and including dismissal.
- 11.3 Acceptance of more than minimal value gifts, perquisites, and entertainment from any organisation, enterprise, or individual doing or trying to do business with the Group.
- 11.4 Personal gain from company utilities/equipment.
- 11.5 Business dealings.
- 11.6 A breach that might result in a conflict of interest.

12.0 CONFLICT OF INTEREST

- 12.1 As an Employee of the Group, Employees should avoid circumstances in which personal interests appear to clash with the best interests of the Group.
- 12.2 A conflict of interest may occur, for example, if an Employee or a member of the Employee's immediate family, or a company or other organisation in which the person is associated, is heavily influenced by the Group decisions.
- 12.3 A conflict may also arise if the Employee, a family member, or a co-worker stands to benefit from the confidentiality of the Group information to which they have access as part of their job.
- 12.4 Accepting gifts or valuable favours from persons or businesses doing business with the Group or wishing to do so, or seeking to influence any Group decision, is an obvious conflict concern.
- 12.5 If the Employee believes that they are in a conflict-of-interest position, address it with his/her HOD in private. The Employee may also talk to the HRD about the matter.

13.0 USE OF ASSETS

- 13.1 All Employees are expected to safeguard and observe the operational instructions, safety requirements, and norms when utilising the Group's property.
- 13.2 All Group assets must contain, but are not limited to a laptop, camera, projector, voice recorder, broadband, and other electronic devices.
- 13.3 Discipline may be imposed for incorrect, reckless, negligent, damaging, or hazardous use or operation of a Group asset. Employees may be held accountable for any harm caused by their own carelessness.
- 13.4 Any loss, damage, or theft of the Group property must be reported immediately to the HRD. If necessary, a police report should be filed.
- 13.5 Office telephones are to be used for business-related purposes only. Personal calls should be made only when essential to prevent clogging the phone lines.
- 13.6 Excessive personal calls will be charged to the Employees concern on a monthly basis.

14.0 INTERNET USAGE

- 14.1 All Employees are authorised and encouraged to use the internet when it benefits their job performance and the Group's goals.
- 14.2 The Group maintains the right to monitor internet traffic and access data created, transmitted, or received via its online connections.
- 14.3 All sites and downloads may be monitored and/or prohibited if judged dangerous and/or ineffective.

15.0 VISITORS IN THE WORKPLACE

- 15.1 Only authorised visitors are permitted in the workplace for the safety and security of the Employees and the facilities.
- 15.2 Unauthorized visits are restricted to assist maintain safety standards, defend against theft, preserve Employee wellbeing, and eliminate potential diversions and disruptions.

16.0 RULES AND REGULATIONS

- 16.1 Grounds for Disciplinary Action
 - 16.1.1 An Employee shall at all times maintain reasonable standards of work, conduct and discipline in accordance to expressed or implied obligations to and expectations of the Group.
 - 16.1.2 The Group shall reserve the right to undertake disciplinary action on grounds of misconduct against the Employee concerned for any misconduct, indiscipline or any breach of the Group's rules and regulations in accordance to the general principles of natural justice.
 - 16.1.3 A serious misconduct shall be construed as the occurrence of a major misconduct or a repetition of minor misconducts.
 - 16.1.4 Major misconduct includes but is not limited to the following:
 - 16.1.4.1 Disclosing any confidential information, including confidential information of the Group's client to third parties without proper authorisation.
 - 16.1.4.2 Incurring debts or acting in any manner which would affect the public image of the Group.
 - 16.1.4.3 Any act which may cause the Group to be dispute and submitted to legal suit.
 - 16.1.4.4 Spreading false, unpleasant, or confidential information to other Employee or the Group among Employee or outsiders.
 - 16.1.4.5 Instigating fellow Employee and/or creating dissatisfaction among Employees against HOD and/or Group CEO.
 - 16.1.4.6 Abuse relating to insider information.
 - 16.1.4.7 Defrauding or attempting to defraud.
 - 16.1.4.8 Solicitation of contributions, taking or giving bribes or any illegal gratification.
 - 16.1.4.9 Misappropriation of Group funds and stocks.
 - 16.1.4.10 Any material information intentionally excluded from or misrepresented in the Employment Application Form.
 - 16.1.4.11 Habitual absence without leaves, or absence without leave for more than two (2) consecutive working days.

- 16.1.4.12 Wilful insubordination or disobedience, whether alone or together with others, to any lawful and reasonable order of a superior office or client of the Group.
- 16.1.4.13 Fighting, assault, acts of intimidation, rudeness and being a nuisance to the other Employees.
- 16.1.4.14 Use of abusive language onwards other Employees.
- 16.1.4.15 Production of low quality or sub-standard work, slackness in performance in meeting goals.
- 16.1.4.16 Making noise or otherwise acting in a manner that disrupts the work of other Employees.
- 16.1.4.17 Dishonesty and/or theft.
- 16.1.4.18 Borrowing money from Employees or clients.
- 16.1.4.19 Smoking in the office before, during and after office hours.
- 16.1.4.20 Sexual harassment.
- 16.1.4.21 Gambling in the premises of the office.
- 16.1.4.22 Abuse of medical leave entitlement or emergency leave entitlement.
- 16.1.4.23 Gross negligence.
- 16.1.5 A Minor misconduct includes but is not limited to the following:
 - 16.5.1.1 Absence without permission or valid cause.
 - 16.5.1.2 Coming late for work.
 - 16.5.1.3 Any action that is contrary to the Group's Rules and Regulations.
 - 16.5.1.4 Leaving place of work before the proper finishing time without permission.
 - 16.5.1.5 Interfering with another person's work during working or non-working hours.

17.0 DISCIPLINARY PROCESS AND ACTION

17.1 Disciplinary Process

- 17.1.1 If an Employee observes or finds that his/her subordinate has committed a misconduct, it is his/her duty and responsibility to report in a timely manner to his/her superior and HRD.
- 17.1.2 The Employee reporting the misconduct is required to provide details and evidence ofthe misconduct to his/her superior and HRD.
- 17.1.3 Upon receipt of the report of misconduct, the Group will review the details of the allegations and evidence of misconduct.
- 17.1.4 The Employee will be provided with details of the allegations and any evidence in support of the misconduct. The Employee will be given the opportunity to provide a show cause/explanation.
- 17.1.5 Where, in the opinion of the Group, there exists suspicion of misconduct, the Group may suspend an Employee pending its investigations without pay. If the inquiry does not disclose any misconduct on the part of the Employee, he/she shall be reinstated and he/she shall receive the balance of his/her wages from the date of his/her suspension. If he/she is found to have committed misconduct, the Group may take disciplinary action. If the Employee is found not guilty of any of the alleged misconduct, the salary that was withheld shall be restored in the next pay cycle.
- 17.1.6 The Group may dispense with the need for domestic inquiry where:
 - 17.1.6.1 The Employee has admitted to the misconduct; or
 - 17.1.6.2 Based on the reply to the show cause letter, the Group in its opinion decided that a domestic inquiry will serve no purpose.

17.2 Disciplinary Action

Depending on the nature of the misconduct, the Group may impose any or a combination of the following disciplinary actions for minor or major misconducts:

17.2.1 Verbal warning

The verbal warning is issued by the Employee's HOD, it states the exact nature of the misconduct, and indicates any future disciplinary action that will be taken against the Employee if another misconduct occurs within a specified time limit. A record of the verbal warning or written reminder will be placed in the Employee's personnel file.

17.2.2 Written warning

The written warning is issued by the HRD, it states the exact nature of the misconduct and indicates any future disciplinary action that will be taken against the Employee if another misconduct occurs within a specified time limit. A copy of the written warning is placed in the Employee's personnel file. The Employee is required to read and sign the written warning.

17.2.3 Suspension of service.

An Employee can be suspended from duties for a period not exceeding two (2) weeks without pay as a disciplinary action. The notice of suspension is issued by HRD. A copy of the notice of suspension is placed in the Employee's personnel file.

17.2.4 Dismissal.

An Employee who has committed a major misconduct may instantly be dismissed after due inquiry with/without notice. Dismissal from service due to major misconduct requires the approval of the Group CEO. A copy of the letter of dismissal is placed in the Employee's personnel file.

17.2.5 Other disciplinary action.

The Group may decide to impose any other disciplinary action which it deems fair and reasonable depending on the severity of the misconduct and the Employee's past records of misconduct.

18.0 GRIEVANCE PROCEDURES

18.1 Policy

- 18.1.1 The Group recognises that an Employee may encounter problems and differences arising from various aspects of their employment. In most cases, the problems can be resolved by informal conversations within the department. However, there may be occasions when an Employee decides to pursue the problem through other formal of channels in order to bring the Group's notice to their displeasure.
- 18.1.2 The Group's policy is to address any complaint at its source. The HRD's services are available to assist an Employee at all stages of the grievance procedure, and a department representative may be present at any needed official meetings.

18.2 Procedure

- 18.2.1 Stage 1 Speak to HOD
 - 18.2.1.1 An Employee has a grievance must first discuss with his/her HOD. The HOD receiving the grievance shall investigate the grievance.
- 18.2.2 Stage 2 Refer to HRD
 - 18.2.2.1 If the issue is not resolved within three (3) working days after meeting with HOD, the Employee shall present it in writing to submit his/her request to the HRD.
- 18.2.3 Stage 3 Meeting with the Group CEO
 - 18.2.3.1 The HRD shall arrange a meeting within fourteen (14) days from the time the Group CEO is notified of the grievance. The Group CEO will either confirm the original decision by the HOD or decide to investigate the matter further. In either case, the decision will be given to the Employee by the Group CEO in the presence of the HOD and HRD within seven (7) working days of the meeting.

19.0 GENERAL

- 19.1 Information in this Handbook may not be exhaustive. Employees are subjected to all the statutory legislation at time being in force and expected to be familiar with any applicable standing orders, administrative and operational processes that may be altered from time to time by the Group.
- 19.2 Employees consent that the policies, benefits and regulations described in this Handbook may be subject to change and that revisions to the Handbook may occur. Employees consent that any such revisions shall supersede the relevant prior policy, benefit or

regulation and shall modify the Handbook accordingly. It shall be the Employees' responsibility to obtain the latest version of the Handbook available from HRD.