



## **Employment Contract**

This employment contract ("**this Contract**") is made on **28 April 2021** in Pulau Pinang, Malaysia ("Malaysia") by and between the following two parties:

SkyMind Holdings Berhad 201801041673 (1303705-V) (hereinafter referred to as the "**Employer**" or "**Company**")

Legal Representative : Goh Shu Wei

Address : Menara SkyMind, Level 10, 37 Jalan Sultan Ahmad Shah, 10050 George Town, Pulau Pinang, Malaysia.

AND

Name : Prenesh Krishnan Ragunathan (hereinafter referred to as "**Employee**")

I/C/Passport No. : Z3534380

Address : Block A1-13-09, No 1. Jalan 1/152, Taman OUG Parkane, Off Jalan Puchong, 58200 Kuala Lumpur, Federal Territory of Kuala Lumpur, Malaysia.

(The Employer and the Employee are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

In accordance with the relevant laws and regulations of Malaysia (collectively, "**Malaysia Law**") and after consultation, the parties hereby agree to enter into this contract and comply with the terms hereof.

The salient terms and conditions governing the Employee's employment and service with the Company are as follows:

## **1. TERM OF EMPLOYMENT CONTRACT**

This Contract shall be a **Non-Fixed-term** contract. The commencement date of this Contract shall be **09 May 2021**. The date of joined remains at **09 November 2020**, retrospectively based on the three (3) months contract dated 06 September 2020, signed by both parties. The employee work location shall be Kuala Lumpur.

## **2. APPOINTMENT**

The job title of the Employee is **Training & Content AI Instructor**, and the role has been classified as a **JG10**. The duties will include the usual duties of the appointment in which the

Employee is engaged and any other duties, assigned by the Employer from time to time. The Employee shall carry out his/her job responsibilities with due diligence and to the best of his/her skill and knowledge.

### **3. TERMINATION**

Upon acceptance of this employment, the termination or resignation shall be in accordance with **one (1)** month notice in writing or pay in lieu of notice.

The Company reserves the right at all times to terminate the employment if the Employee should be found to be convicted in the court of law or guilty of misdemeanours, misconduct, negligence or breach of any conditions of employment or rules and regulations set by the Company. In such an event, a dismissal will take place with immediate effect and no notice or salary in lieu of notice will be paid.

The granting of leave during the resignation notice is subject to the Company's approval.

### **4. REMUNERATION**

The Employee's basic salary shall be **RM 8,000.00** (*Ringgit Malaysia: Eight Thousand only*), other allowances (if applicable) are described as in **Appendix A** attached hereto and made a part hereof.

Salaries in mention are before withholding of applicable income tax and the Employee's portion of EPF, SOCSO and EIS as required by Malaysian Law and other required deductions, which shall then be paid to the Employee's bank account by or before **7th** of each month.

The Company will review and evaluate the Employee's performance periodically and review his/her salary for adjustment and other compensation, as deemed appropriate in its sole and absolute discretion and will be communicated to the Employee in writing.

### **5. WORKING DAY/HOURS**

The basic working hours are 8 hours per day, not inclusive of a one-hour lunch break. Depending on the operational requirements of the Company's official working days and hours will be as follows:

Monday – Friday: **9.00 am to 6.00 pm**

Lunch break: **1.00 pm to 2.00 pm**, per working day.

The Company may change your working hours and off days depending on the need of the operations, which may differ according to respective office house rules.

## **6. PERFORMANCE REVIEW**

A performance appraisal exercise and salary review (where applicable) will be carried out periodically on a common date that is decided by the Company.

## **7. PAID LEAVE**

The annual paid leave and sick leave entitlement shall be as follows:

<b>Years of Completed Service</b>	<b>Annual Leave (Number of days)</b>	<b>Sick Leave (Number of days)</b>
Less than 2 years	14	14
2 years or more but less than 5 years	18	18
5 years and above	22	22

A maximum of 7 days unused annual leave will be brought forward to the next year, other than that shall be forfeited without any compensation. The annual leave will be calculated on a pro-rata basis.

## **8. HOSPITALISATION**

The Employee will be entitled to 60 days of Hospitalization in each calendar year. The total entitlement for sick leave, including the hospitalisation leave is restricted to a maximum of 60 days.

## **9. STATUTORY CONTRIBUTIONS**

The Company shall make the necessary EPF, SOCSO and EIS contribution in accordance with the ordinance and any amendments thereto from the statutory boards of Malaysia.

## **10. INCOME TAX**

The Employee shall be fully liable for payment of income tax or similar tax payable in respect of his/her emoluments where applicable.

## **11. MEDICAL EXAMINATION**

The Employee agrees to undergo a general medical check-up by the Company's panel of registered medical practitioners whenever required by the company.

## 12. TRANSFERABILITY/ SECONDMENT

At the absolute discretion of the Company, the Employee agrees to be transferred or seconded to work in another department or division of the Company or to be transferred to another company within the Group of Companies with no extra payment or allowance, provided that the Company provides the Employee with **Thirty (30) days'** prior written notice or upon the mutual agreement of both Parties. Any transfer may not necessarily mean a promotion to a higher grade.

## 13. RETIREMENT AGE

All employees of the Company shall retire from service with the Company in accordance with the Minimum Retirement Age Act of Malaysia, which is **Sixty (60)** years old. For the purpose of ascertaining the date, month and year of the employee's retirement, the Company shall rely upon the date of birth appearing on the National Registration Identity Card ("NRIC") or in the absence of NRIC, any other relevant statutory documents. The Company may consider, at its discretion, offer re-employment at will.

## 14. INTELLECTUAL PROPERTY RIGHTS

The Employee hereby assigns to the Company all rights, including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information or trade secrets

- a. developed or created by the Employee, solely or jointly with others, during the course of performing work for or on behalf of the Company or any affiliate of the Company, or the predecessors of any such entity, whether as an employee or independent contractor,
- b. that the Employee conceives, develops, discovers or makes in whole or in part during the Employee's employment by the Company that relate to the business of the Company or any affiliate of the Company or the actual or demonstrably anticipated research or development of the Company or any affiliate of the Company,
- c. that the Employee conceives, develops, discovers or makes in whole or in part during or after the Employee's employment by the Company that are made through the use of any of the equipment, facilities, supplies, trade secrets or time of the Company or any affiliate of the Company, or that result from any work the Employee performs for the Company or any affiliate of the Company, or
- d. developed or created by the Employee, solely or jointly with others, at any time before the Employment Period, that relate to or involve the Company's businesses (including, but not limited to, the business of the Company Group) (collectively, the

**“Work Product”**). Without limiting the foregoing, to the extent possible, all software, compilations and other original works of authorship included in the Work Product will be considered a “work made for hire”. If notwithstanding the foregoing, the Employee for any reason retains any right, title or interest in or relating to any Work Product, the Employee agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title, and interest to the Company. Upon request of the Company at any time during or after the Employment Period, the Employee will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignment of rights under or pursuant to this Agreement. The Employee will promptly disclose to the Company any such Work Product in writing.

## **15. BREACH OF CONTRACT**

It shall be deemed a Breach of Contract of Employment should the Employee at any time, from the date of this agreement:

- a. Fail to faithfully and diligently perform such duties or accept such responsibilities as may from time to time be assigned to the Employee by the Company.
- b. Fail to attempt to the utmost of his/her ability to promote and advance the interest of the Company.
- c. Fail to obey and comply with all orders and directions given to the Employee by the Company.
- d. Fail to faithfully observe all the orders, regulations, procedures, practices, and arrangements of the Company for the time being in force for the Management of the Company's properties, work and business or the control and good conduct of the Company's employees.
- e. Divulge either directly or indirectly to any person or Company knowledge or information which the Employee may have acquired during the course of or incidental to the employment.
- f. Misbehave or conduct himself/herself improperly.
- g. Not conduct his/her private affairs in a manner befitting the Employee status within the Company.
- h. Found to have made any statement, either written or spoken, or spread any statement whether made by the Employee or others, via whatsoever means or channels (including but not limited through SMS, Facebook, LinkedIn, Wechat, Twitter, etc.) that are detrimental or injurious to the image, goodwill or interest of the Employer.

The Company shall have the right to terminate the contract forthwith without notice or payment of the salary in lieu in the event that the Employee is in breach in any terms of this Contract.

## 16. CONFIDENTIALITY

The Employee shall, during the term hereof and after termination or expiration of this Contract, abide by the confidentiality guidelines formulated and modified from time to time by the Company in accordance with Malaysia Law and all other unwritten confidentiality provisions implemented by the Company, and keep in strict confidence the confidential information of the Company. The Employee shall not, at any time, use or divulge such confidential information, without the prior written authorisation of the Company.

“Confidential Information” refers to any information that the Company regards as confidential or keeps confidential or that the Employee knows and should know it is confidential, including, without limitation, the following information or materials owned by or related to the Company or its affiliates (regardless of the form of such information or materials):

- trade secrets (any technical information and business information which is unknown to the public, is of economic benefit to the Company, has a practical application, including the technical information and business information which has actual or potential commercial value);
- any information relating to the business activities and business development, such as costs, business development strategies and plans, market survey information, business strategies (including pricing strategies), marketing strategies and plans, information on purchase, purchase channels, distribution channels, sales model, quotations, client lists, potential clients, distributors, suppliers and other relevant information, and any algorithm, procedures, techniques, methods or products that have been or are being developed by the Company or its affiliates, and materials relating to the principles underlying such algorithms, procedures, techniques, methods or products;
- upon the expiration or termination of this Contract for whatever reason, or at the Company's request at any time, the Employee shall immediately hand over, in good condition and in full, any documents (whether in written or electronic form, including all photocopies thereof) and properties of the Company, including without limitation, all computers, cell phones, equipment, seals, contracts, memorandums, minutes, records, portable storage device, keys and badges kept by or used by the Employee, or under his/her control, in connection with the business of the Company or its affiliates (regardless of whether such document and properties may contain the Company's confidential information). Without the written consent of the Company, the Employee shall not remove the aforesaid document or property from the Company's premises. If any storage device (tangible or intangible) that stores Company's confidential information is owned by the Employee, the Employee shall destroy or permanently delete the confidential information from such a device under the Company's supervision (if such confidential information cannot be destroyed or permanently deleted from such device, then the Employee agrees to assign the device to the Company and the Company shall compensate the Employee for residual value for the device). If the Employee violates the above obligation, which causes any loss to the Company, he/she shall compensate the Company for all loss suffered.

The Employee acknowledges that during the course of the Employment, he/she may receive training from the Company and may have access to:

- information, knowledge training, systems or methods, trade secrets, processes, programs, treatment, procedures, data, know-how, inventions, techniques, marketing plans and strategies from time to time developed by the Company or any other member of the Group or otherwise relating to the business of the Company or other member of the Group, all of which are confidential to the Company and are acknowledged by the Employee to be confidential in nature to the Company or other member of the Group (as the case may be);
- lists or details of customers of the Company or other member of the Group
- other information in respect of which the Company or other member of the Group is bound by an obligation of confidence to a third party (all such information hereinafter referred to as "*Confidential Information*");

The Employee agrees that he/she shall not whether during or three (3) years after the termination of this Contract (except as authorised or required by his/her duties hereunder or to the extent required by law or by an order from a court of competent jurisdiction):

- divulge or communicate to any person any of the Confidential Information;
- use any such Confidential Information for any purpose other than that of the Company or other member of the Group and in the performance of his/her duties hereunder;
- through any failure to exercise due care and diligence cause any unauthorised disclosure of any such Confidential Information; and
- but so that these restrictions shall cease to apply to any such Confidential Information which may have come into the public domain otherwise than through any unauthorised disclosure by the Employee.

## **17. COMMERCIAL PURSUIT**

The Employee agrees at any time during his/ her service with the Company, either directly or indirectly, not to engage in any trade, private practice, commercial undertaking or other occupation, gainfully.

## **18. LABOUR PROTECTION AND SAFETY**

The Company will provide the Employee with working conditions, labour protection and occupational risk prevention measures in compliance with Malaysia Law and provide appliances and materials relevant to professional ethics, labour safety, occupational risk prevention, labour discipline and rules and regulations of the Company.

The Employee shall strictly comply with the Company's rules and regulations which are formulated and modified from time to time in accordance with Malaysia Law; strictly adhere to the rules on labour safety and sanitation; protect the property of the Company; maintain



professional ethics; actively participate in training arranged by the Company, and develop professional ethics and skills.

## **19. HOUSE RULES AND REGULATIONS**

The Employee is compelled to abide by and comply with all rules and regulations as provided for in the Office House Rules, Company's Employee Handbook and Policies.

## **20. FINAL PAYMENT OF SALARY**

In accordance with the laws of Malaysia, the Company will release the final payments to the Employee on termination of contract only when:-

- The Employee has settled all Administrative and Financial ties between himself/herself and the Company.
- The Employee has completed the off-boarding process as provided in the Company's Employee Handbook.

## **21. RETURN OF COMPANY PROPERTY**

Upon termination of the Employee's employment with the Company, either by termination or expiration of this Contract, the Employee must return all properties of the Company in Employee's possession, control, or custody, including, but not limited to, the equipment, computers, accessories, mobile devices, software, access cards, books, records, reports, files, manuals, literature, the Work Product and all property containing Confidential Information (including all originals, summaries, portions, and copies) relating to the Company's business and other items obtained by Employee from the Company.

## **22. UNILATERAL VARIATIONS**

The Company reserves the right to vary any of the terms and conditions of employment, its Office rules and regulations at its sole discretion. The Employee is also prohibited from acquiring any shares or interests in any of the Company's clients business without prior approval in writing from the Company.

This contract is strictly personal to the employee and the Company. It shall not be disclosed to any third party, other than professional advisers or as may be required by law, without mutual written consent in prior. By signing this contract, the employee undertakes to abide by all current and future company rules, regulations, policies or procedures that the employer is entitled to vary at its discretion. The employee accepts that it is the employee's responsibility to familiarise himself/ herself with all relevant company rules, regulations, policies and procedures. The Employee confirms that he/she:

- a. has read this Contract carefully and fully understands all its contents; and
- b. has signed this Contract knowingly and voluntarily.

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***This part of the Agreement is intentionally left blank***

## **APPENDIX A**

### **EMPLOYEE REMUNERATION AND BENEFITS**

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The Company reserves the right, at its discretion, to change, modify, add, or remove portions of the following benefits at any time.

#### **1. Travelling Allowance**



The Employee will receive a monthly Travelling Allowance of **RM 500.00** (*Ringgit Malaysia: Five Hundred only*) as a commuting allowance for travelling between living place and the permanent workplace, parking and petrol expenses during working days at the workplace. The Company reserves the right to withdraw this Travelling Allowance if the Employee is not required to commute to the permanent workplace during working days.

#### **2. Medical Benefits**

The Employee is entitled to Group Hospitalization and Outpatient Care Insurance Scheme. The terms and conditions governing the scheme will be provided by the Insurance Company, a copy of which will be circulated to all employees. The Company reserves the right to make any adjustment and change to the coverage in accordance with the policies made available by the insurance companies.

Such benefits and facilities may be enhanced, altered or removed when deemed necessary by the Company.

**IN WITNESS WHEREOF**, this Contract has been executed by the Parties on the date first specified above.

<b>Prenesh Krishnan Ragunathan</b> Z3534380	Signature 
Goh Shu Wei Chief Operating Officer <b>SkyMind Holdings Berhad</b>	Signature 



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