

11 September 2024

STRICTLY PRIVATE AND CONFIDENTIAL

Ahmad Danish Bin Akmal Naser

941125-13-5123

30, Jalan meranti 8
Taman Rinting, 81750
Masai, Johor

Dear Danish,

RE: EMPLOYMENT WITH ELITE ADVANCE SERVICE SDN. BHD.

1. APPOINTMENT

- 1.1 We are pleased to offer to you the position stated in **Item F of Exhibit A** in **ELITE ADVANCE SERVICE SDN. BHD.** (the “**Company**”) with effect from the date stated in **Item G of Exhibit A** based on the terms and conditions set out in this letter (“**Employment Agreement**”).
- 1.2 Your employment with the Company will commence on the date set out in **Item G of Exhibit A** and shall expire on the date set out in **Item H of Exhibit A** or such other date as may be agreed upon in writing between you and the Company, on a fixed-term basis subsequently automatically renewed into a full time contract after 1 year, unless otherwise terminated according to the terms and conditions of this Employment Agreement (whichever is earlier) (“**Employment Term**”).
- 1.3 Your employment with the Company shall be on an exclusive basis. Any additional work undertaken by you with any other person or entity is subject to the prior written agreement of the Company. Failure to obtain such prior written agreement shall be a serious and fundamental breach of this Employment Agreement.
- 1.4 Your normal place of work will be at Suite 11-01, Menara JLand, 8000, Jalan Wong Ah Fook, 80000, Johor Bahru, Johor. You may be required to work at such other locations as may be required by the Company in its sole and absolute discretion.

2. PROBATION PERIOD (Not Applicable)

- 2.1 Your employment with the Company is subject to the probationary period stated in **Item I of Exhibit A** (“**Probationary Period**”). At the end of the Probationary Period, the Company will continue or terminate your employment. During the Probationary Period, your performance will be regularly reviewed and if you complete the Probationary Period satisfactorily you will be notified in writing of your appointment as a confirmed employee of the Company. For the avoidance of doubt, you will only be considered a confirmed employee of the Company if you receive a written letter of confirmation from the Company. During the Probationary Period, you may not utilize your annual leave without the consent of the Company. All medical and other benefits shall also not be made available to you during the Probationary Period.
- 2.2 During the Probationary Period, you may be required to undergo such assessments, tests, evaluations, examinations and/or appraisals as may be prescribed by the Company in its sole

and absolute discretion, in order for the Company to identify your suitability and eligibility for employment in your position with the Company and your ability to carry out your job functions as allocated by the Company (collectively, "**Assessments**"). You hereby acknowledge, understand, and agree that:

- (a) your successful completion and/or passing of the Assessments are a key and/or crucial and/or critical aspect of your successful completion of the Probationary Period;
- (b) the Company shall be entitled to, in its sole and absolute discretion:
 - (i) prescribe such criteria, standards, terms, conditions, and/or requirements for the successful completion and/or passing of the Assessments (and/or PIP and/or Retakes, both defined below) as it deems fit (collectively "**Criteria**");
 - (ii) prescribe any number of retakes, subsequent attempts, and/or re-sits for the Assessments which you may be allowed to undergo, in the event you fail such Assessments (collectively, "**Retakes**");
 - (iii) require you to undergo a performance improvement plan/period ("**PIP**") on such terms and conditions as may be prescribed by the Company prior to commencement of any Retakes;
- (c) without prejudice to paragraph 2.2(b) above, if you fail to undergo, successfully complete, and/or pass such Assessments, PIP, and/or Retakes (where applicable) based on the Criteria, the Company shall have the right to terminate this Employment Agreement immediately and without notice or payment in lieu thereof.

2.3 The Company reserves the right to extend the Probationary Period at the sole and absolute discretion of the Company. You will be notified in writing if the Company extends the Probationary Period. Once you have successfully completed the Probationary Period your employment may be terminated only in accordance with the terms set out hereinafter.

2.4 During the Probationary Period, your service may be terminated by you or the Company by giving two (2) weeks notice in writing to the other party, or issuing corresponding payment in lieu of notice, without providing any reason.

3. RENEWAL OF EMPLOYMENT TERM

Your Employment Term will be subject to review by the Company and depending on your performance, the results of your performance review/appraisal and the business efficacies of the Company, we may enter into discussions two (2) months before the expiry of the Employment Term and extend the Employment Term by providing a renewed employment agreement to you one (1) calendar month prior to the expiry of the Employment Term if need be.

4. DUTIES AND RESPONSIBILITIES

You will report to the Customer Service Manager or such other person as the Company shall direct from time to time. Particulars of your duties and responsibilities are set out in **Item O of Exhibit A** and you will carry out such duties and responsibilities in accordance with these terms, with professional skill and due care and diligence, and at such location(s) as may be designated by the Company. The Company may from time to time require you to undertake additional duties and responsibilities as the Company deems necessary to meet the needs of the Company's business.

5. TIME AND ATTENTION

5.1 You hereby agree to:-

- (a) perform and observe faithfully and conscientiously at all times, all your obligations under this Employment Agreement and in willing cooperation with other employees, officers, consultants and advisers of the Company;
- (b) undertake all such duties and responsibilities and exercise such powers in relation to the Company and its business as the Company shall, from time to time, assign to or vest in you;
- (c) observe and comply with all lawful regulations and directions as may be made or given to you by the Company from time to time;
- (d) observe and comply with the Company's policies and procedures and employee handbook, as well as security practices, if any, including such amendments, modifications, revisions, and/or updates thereto, and such other policies, procedures, and handbooks as may be implemented by the Company from time to time;
- (e) devote all of your time, attention and abilities during your hours of work to the Company's business and interests for the proper and efficient discharge of your duties under this Employment Agreement;
- (f) conduct yourself in a manner which does not result, directly or indirectly, in lowering the image, esteem and/or reputation of the Company;
- (g) take proper care of all items including but not limited to computers, mobile phones, uniforms, if any, issued to you. These items shall remain the property of the Company. Where such items are lost or damaged due to your negligence or default, the Company reserves the right to deduct the costs of replacing such items from your salary;
- (h) comply with all applicable laws relating to anti-bribery, anti-corruption and anti-money laundering and any policies and/or procedures issued and/or implemented by the Company in connection with the same;
- (i) not, under any circumstances whatsoever, provide financial and/or investment advice and/or represent, indicate, or convey that you and/or the Company are qualified or licensed to provide financial advice and/or represent, indicate, or convey that you are authorized to provide financial and/or investment advice for and on behalf of the Company and/or otherwise breach any applicable laws, regulations and/or guidelines relating to financial and/or investment advice; or issue any communication to any

person involving the provision of recommendations or opinions which are likely to induce a person to take any action or position regarding a particular class, sector, or instrument in relation to securities or derivatives;

- (j) comply with all health and safety policies, preventive measures, and standard operating procedures prescribed by the Company in respect of Covid-19 ("**Company Covid SOP**"), and includes any and all modifications and amendments to the same from time to time by the Company and such guidelines and/or standard operating procedures for Covid-19 as prescribed by the relevant authorities in Malaysia from time to time ("**Government Covid SOP**"); and
- (k) comply with the special terms and conditions stated in **Item P of Exhibit A**.

5.2 You are not authorized to negotiate any contracts on behalf of the Company except with the prior approval of the Company, in writing, PROVIDED ALWAYS THAT even if and after such authority is given the Company may at any time limit or revoke your authority whether in relation to an individual contract or contracts generally.

5.3 Should your conduct or performance fall below the standards required by the Company, then disciplinary action may be taken by the Company in its sole and absolute discretion. Such disciplinary procedures as may be taken by the Company is designed to help and encourage employees to achieve and maintain the Company's high standards of conduct and performance. It should be looked upon as a corrective procedure ensuring fair treatment for all employees regardless of status. Notwithstanding this, if the Company determines at its sole and absolute discretion that your conduct or performance has shown no acceptable level of improvement, the Company may exercise its right to take such action as it deems fit (including but not limited to inquiry, suspension, demotion, or dismissal).

6. **INCOME TAX**

6.1 You represent and warrant that you have registered and shall continuously maintain an income tax account as required by law, to such extent necessary in order to remain in compliance with all applicable legislation, including but not limited to, (a) attending to the registration of an income tax account without undue delay upon entry into Malaysia or upon commencement of employment in the Company, whichever earlier; (b) furnishing complete, true and accurate income tax returns within the timelines specified by the relevant authority, and (c) paying income tax as and when directed by relevant authority.

6.2 In the event you (a) fail to register such income tax account, or (b) the application for such income tax account is pending approval from the relevant authority, or (c) the application for such income tax account is rejected by the relevant authority for any reason whatsoever, you warrant and undertake to take all necessary actions and attend to all that is necessary to comply with the law.

7. **SALARY**

7.1 You will receive a monthly salary of the sum stated in **Item K of Exhibit A**.

- 7.2 The Company hereby reserves our right to make deductions from your salary in respect of any payments due to the Company and/or any claims which the Company has against you under this Employment Agreement and/or in general law, including but not limited to when the Company receives request or directions from the relevant authorities to pay or withhold your salary in order to make payment any such taxes, duties, levies, assessments and fees.
- 7.3 You are required to maintain an appropriate standard of confidentiality for your personal salaries/wages. Any employee disclosing personal salaries to any person will be treated as a serious disciplinary offence and will render the employee subject to disciplinary action, which may result in dismissal.
- 7.4 Salary reviews and adjustments, if any, are at the sole and absolute discretion of the Company and the matters taken into account are the Company's performance and mainly, your performance and contribution to the Company.

8. EMPLOYEES PROVIDENT FUND AND ANY OTHER STATUTORY CONTRIBUTIONS

- 8.1 The Company is required to effect statutory deductions from your salary including Employees Provident Fund (“**EPF**”) contributions, income tax payments, Employees’ Social Security Organisation (“**SOCISO**”) contributions, and Employment Insurance System (“**EIS**”) contributions in accordance with the prescribed rates as stipulated by law.
- 8.2 The Company shall also contribute, as employer, to the EPF, SOCISO, and EIS in accordance with the prescribed rates as stipulated by law.

9. WORKING HOURS

- 9.1 Provided always that the Company can and may require you to work outside these hours with additional remuneration subjected to the current labour law, your normal working hours shall be as set out in **Item J of Exhibit A**.
- 9.2 The Company hereby reserves our right to make reasonable changes to the working hours as and when required, which changes you shall be bound to comply with. In view of your status, position and responsibilities, from time to time, you may be required to put in effort and work such additional hours as may be directed or necessary to meet the exigencies of the Company's business and/or the Company’s customers/clients’ needs without additional remuneration unless otherwise agreed by the Company in writing and/or required by law.

10. TERMINATION

- 10.1 Subject to paragraph 10.2 below, your employment with the Company may be terminated by either you or the Company at any time during your Employment Term, by giving notice in writing in accordance with the notice period set out in **Item N of Exhibit A**, without assigning any reason or recourse, to the other or by alternatively giving payment in lieu of such notice. You may not set off any unexpired annual leave against any notice period without the consent of the Company. The Company may in its sole and absolute discretion require you to take such unexpired annual leave during your notice period or accept payment in lieu thereof.

10.2 Notwithstanding paragraph 10.1 above, if you:-

- (a) are guilty of any serious or grave misconduct or wilful neglect in the discharge of your duties or commit any act or omission which in the opinion of the Company is likely to bring the Company into disrepute or such conduct is detrimental to the interests of the Company, whether or not such misconduct, dishonestly, act or omission is directly related to the affairs of the Company;
- (b) absent yourself from work for any period of time without leave, unless you shall be able to produce a medical certificate of a doctor to the effect that you are by reason of health unable to attend to duties;
- (c) disobey or neglect any instruction or orders or regulations of the Company;
- (d) commit any serious breach of term and conditions of employment;
- (e) become bankrupt or make any composition with your creditors generally and/or fail to inform the Company regarding the foregoing;
- (f) neglect to give your whole time and personal attention to your job;
- (g) commit any criminal acts or civil acts which, in the Company's opinion are prejudicial to the Company, whether or not committed in the course of your employment, including but without limitation, any dishonesty, theft, fraudulent activity, defamation, or refusal or neglect to comply with the law or income tax laws;
- (h) act or are otherwise involved in a matter of the Company in which you or your spouse or your relatives directly or indirectly have an interest in, without first disclosing such interest to the Company or make use or attempt to make use of Confidential Information or any information or opportunity belonging to the Company or associated companies otherwise than for the purpose such information, confidential or otherwise or opportunity has been disclosed or given to you;
- (i) fail to perform your duties to a satisfactory standard after having received a written warning from the Company relating to the same;
- (j) are unfit to fulfil the duties or obligations of your employment through neglect, or in the opinion of the Company you are guilty of insubordination or are inefficient in the performance of your duties;
- (k) become unfit to fulfil the duties or obligation of your employment due to reasons of unsound mind;
- (l) damage Company property maliciously;
- (m) abuse and/or use the Company's assets and properties, including intellectual property rights, copyright or Confidential Information belonging to the Company without authorization;
- (n) perform your duties unsatisfactorily and fail to improve on/ remedy such unsatisfactory performance within the time period reasonably stipulated by the Company whether as

contained in the written warning regard such unsatisfactory performance from the Company or such time period as imposed thereafter;

- (o) fail to comply with Company Covid SOP and/or Government Covid SOP;
- (p) commit a breach of any of the provisions in this Employment Agreement whereby such breach is irremediable or where such breach is capable of remedy, fail to remedy such breach within the time period reasonably stipulated by the Company in writing,

then the Company shall be entitled to terminate your employment without notice or payment in lieu of notice, whereupon this Employment Agreement shall terminate, without prejudice, however, to any of the Company's antecedent rights herein. Any delay by the Company in exercising any right of termination shall not constitute a waiver of that right. Upon such termination, you shall not be entitled to claim from the Company any compensation, damages or payment for or in respect of by reason of such termination. Those terms and conditions, not included in this Employment Agreement, will be applied in accordance with existing policies and procedures of Company.

- 10.3 In the event of any breach of any term of this Employment Agreement by you, the Company may require such breach to be remedied within fourteen (14) days (or such other time period as may be reasonably imposed in the given circumstance e.g. depending on the severity of the breach) following the Company's notification of such breach to you. If such breach is not remedied within the stipulated timeframe, the Company shall be entitled to terminate this Employment Agreement with immediate effect by written notice.
- 10.4 Upon the termination of your employment however arising, you shall return to the Company all and any items of property belonging to the Company in your possession, control and/or custody, and if any of the aforesaid items of property are damaged, you shall, at the option of the Company, make good or reimburse the Company for the cost of repair or replacement.

11. ANNUAL LEAVE

- 11.1 In addition to public holidays in Malaysia, you shall be entitled to the number of days of paid annual leave set out in **Item L of Exhibit A** in each calendar year of the Employment Term subject to the approval by the Company.
- 11.2 If you are required to work on a public holiday, you will be remunerated as per current labour law for the hours that you have worked.
- 11.3 For the avoidance of doubt, paid leave is effective only after you have been confirmed in your employment i.e. renewal following your Probationary Period. Employees under probation are not entitled to paid annual leave, unless otherwise agreed by the Company.
- 11.4 All applications for leave should be submitted to your reporting manager at least **seven (07)** working days prior to the intended leave. All annual leave shall be taken at such times as shall be mutually agreed between you and the Company.
- 11.5 In the event that this Employment Agreement is automatically renewed, you shall not be entitled to carry forward any part of your accrued annual leave without prior written consent of the Company.

- 11.6 The said annual leave shall be calculated on a pro-rata basis over the number of completed months of your employment with the Company. Carrying forward of unused annual leave for a particular calendar year to the following calendar year shall be subject to written approval by the Company in its sole and absolute discretion. Unless otherwise agreed by the Company in writing, any annual leave not taken by the end of each calendar year will be forfeited without compensation.
- 11.7 On the termination of your employment herein for whatsoever reason, your entitled annual leave shall be calculated on a pro-rata basis over the number of completed months of your employment with the Company.
- 11.8 The Company reserves the right to refuse the grant of annual leave, and recall an employee who is on leave during peak periods of operations of the Company or if the exigencies of service require the employee's services.
- 11.9 Unless otherwise agreed by the Company in writing, any working day on which you are totally or substantially absent without reasonable excuse, or if you apply for annual leave in excess of the figures set forth in this Employment Agreement, such working days and/or excess annual leave taken shall be considered as *"no pay leave"* and the Company shall be entitled to make an appropriate deduction from your monthly salary.

12. MEDICAL LEAVE

- 12.1 Provided you have complied with the relevant Company policies regulating the notification and certification procedures and policies for absence relating to sickness, you will be entitled to the number of days of medical leave as set out in **Item M of Exhibit A**. Thereafter you may be granted paid medical leave at the discretion of the Company, and the Company shall be entitled to deduct the excess medical and/or hospitalisation leave days taken by you from your annual leave entitlement for the said calendar year or categorise such excess medical and/or hospitalisation leave as *"no pay leave"* and to make the appropriate deduction from your monthly salary accordingly.
- 12.2 Any medical leave taken must be accompanied by a medical certificate produced from registered medical practitioner in Malaysia to substantiate such leave. You shall inform your immediate supervisor immediately in the event you have been granted sick leave certification by a registered medical practitioner in Malaysia.
- 12.3 Medical fee reimbursements and/or claims shall be subject to the provisions of the Company's policies and procedures and employee handbook, including such amendments, modifications, revisions, and/or updates thereto, and such other policies and procedures with respect to medical fee reimbursement as may be implemented by the Company from time to time (collectively, **"Medical Policies"**). Unless otherwise provided for in the Medical Policies, the Company shall not pay for hospitalization, surgery, medical, or surgical appliances and the cost of treating continuing diseases.
- 12.4 Any unutilized or unconsumed medical and/or hospitalisation leave may not be accumulated or carried forward to the next calendar year, in the event if this Agreement is renewed. For the avoidance of doubt, medical leave in excess of the number of days stipulated in **Item M**

of Exhibit A shall be treated as no pay leave and the Company shall not be liable, in any event, to pay salary in lieu of unconsumed medical and/or hospitalisation leave.

- 12.5 On the termination of your employment herein, you shall not be entitled to any additional pay in lieu of any outstanding medical leave entitlement.
- 12.6 All female employees shall be entitled to maternity leave based on current labour law.
- 12.7 For a married male employee who has been in the full-time employment of the Company for at least twelve (12) months, you will be entitled to paternity leave based on current labour law.

13. NON-DISCLOSURE OF TRADE SECRETS AND INTELLECTUAL PROPERTY

- 13.1 You shall not, during your employment with the Company or afterwards, except as authorized by the Company or as required by your duties, divulge to any third person in any manner whatsoever, any trade secrets, proprietary or confidential information and documents concerning the business, pricing policies, customers, suppliers, business partners, intellectual property rights, products, services, finances, transactions and/or affairs, of the Company, its affiliated or any of its related companies or customers, all proprietary information (whether or not patentable and whether or not copyrightable) owned, possessed or used by the Company or its affiliates, including, without limitation, in-house IT tools, any invention, formula, source code, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, plan, document, drawing, artwork, writing, sample, tool, model, material, know-how, data, computer program, software, software documentation, design, technology, marketing or business plan or technique, forecast, financial statement, budget, license, price, cost, Personal Data (as defined in the Personal Data Protection Act 2010) employee list, and any information of any nature whatsoever relating to the Kucoin exchange (including the affiliates, entities, subsidiaries, etc. that utilize the Kucoin brand) as otherwise specified as confidential by the Company (collectively, **"Confidential Information"**) which may come to your knowledge in the course of your employment or position with the Company. You shall maintain in complete confidence and hold in complete secrecy all Confidential Information entrusted to you. This restriction shall continue to apply after termination of this Employment Agreement without limit in time but shall cease to apply to information or knowledge which may come into the public domain except through your default.
- 13.2 All records, files, memoranda, notes, designs, data, reports, drawings, plans, computer programs, source code, computer disks, software, documentation, sketches, and all other documents and materials containing the Confidential Information (and all copies, reproductions, replicas, summaries, electronic copies or any other materials describing or incorporating such Confidential Information) whether stored in written, computer or electronic form or otherwise, of any trade secrets or Confidential Information concerning the business of the Company, or of any of its related companies or any of its or their suppliers, vendors, agents, distributors, clients or customers which shall be acquired, received or made by you during the course of your employment, shall be the property of the Company and shall be surrendered by you to someone duly authorised in that behalf at the termination of your employment or at the request of the Company at any time during the course of your employment.

- 13.3 You agree that the Company will be the sole beneficial owner of the entire right, title and interest in and to any intellectual property rights conceived, originated, created and/or developed by you during the course of your employment with the Company, either singly or in collaboration with others and regardless of whether during or outside official working hours. You undertake that you hereby waive all rights to any of these intellectual property rights inclusive of all moral rights and like rights that may be recognized in any part of the world to the fullest extent permissible under law.
- 13.4 You agree to disclose all intellectual property works conceived, originated, created and/or developed by you during the course of your employment to the appropriate individuals in the Company.
- 13.5 You warrant and represent that all documents conceived, originated, created and/or developed by you will not infringe any intellectual property rights of any third party including, in particular but without limitation, any patents, copyrights, trade or service marks, registered designs or rights of confidence. You agree to indemnify the Company against any and all liability, loss, damage, costs, expenses and any other harm which the Company or a third party may incur or suffer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Company by a third party alleging infringement of its intellectual property rights by reason of the use or exploitation of any of the documents conceived, originated, created and/or developed by you.
- 13.6 At any time during your employment with the Company and thereafter upon the request of the Company, you shall execute all documents and perform all lawful acts that the Company considers necessary or advisable to enable the Company to secure its rights hereunder and to carry out the intent of this Employment Agreement. Without limiting the generality of the foregoing, you agree to render to the Company or its nominee all reasonable assistance as may be required.
- 13.7 Your obligations under this paragraph 13 shall survive the expiry or the termination of this Employment Agreement for whatever reason.
- 13.8 You acknowledge that a breach of any of your undertakings or obligations under this paragraph 13 may cause the Company irreparable damage for which monetary compensation will not be sufficient or adequate. You accordingly agree that the Company shall be entitled to seek injunctive relief and other equitable relief to prevent or curtail any actual or threatened breach by you of the provisions of this paragraph 13.

14. PERSONAL DATA

- 14.1 You hereby consent to the:
- (a) Processing of your Personal Data by the Company and the transfer to and subsequent Processing thereof, locally and outside Malaysia, by any party affiliated with the Company; and
 - (b) transfer of the your Personal Data by the Company to Third Parties authorized by the Company, locally and outside Malaysia, and the Processing of the Personal Data by such Third Parties who, in the normal course of their business, require such access to, and

carry out the Processing of, the Personal Data. For the purpose of this paragraph 14.1 (b), "Third Party" includes but is not limited to the Company's authorized service providers, your potential or future employer or future principal, government or quasi-governmental organizations.

14.2 For the purpose of this paragraph:-

"Personal Data" means personal data (having the meaning ascribed under the Personal Data Protection Act 2010 and includes all information arising from or relating to your performance of the duties hereunder that relates directly or indirectly to you, which you are identified or identifiable from including, without limitation, information in respect of the your physical or mental health, your racial or ethnic origin, political, religious or similar beliefs and/or in respect of criminal or civil proceedings involving you.

"Process" means the collection, usage, recording, storing, retention, disclosure, and other operation or set of operations described in the Personal Data Protection Act 2010 and the Company's Personal Data Protection Notice in respect of Personal Data.

15. POLICY & PROCEDURES

15.1 During the term of your employment you shall observe the policies and procedures laid down by the Company.

15.2 The Company reserves the right to amend or introduce new policies and benefits as and when it deems appropriate.

15.3 The Company's policies in such form and substance as may be determined by the Company from time to time ("**Documents**") and the Exhibits to this Employment Agreement shall form part of the terms of this Employment Agreement. Please ensure that you have read and understood the contents of the Documents. By signing this Employment Agreement, you confirm that you have received, read, and understood the contents of the Documents and agree to the stipulations contained therein.

16. CONFLICT OF INTEREST

You shall not during your employment with the Company, without the prior written consent of the Company and with full and frank disclosure, concerned or interested directly or indirectly nor be personally employed or engaged in any capacity whatsoever in any part-time work, other business or additional professional activity other than the business of the Company.

17. NON-COMPETITION & NON-SOLICITATION

17.1 You shall not at any time during employment and for a further period of six (6) months from the date of termination of employment with the Company:

- (a) carry out or be engaged or involved in, directly or indirectly whether alone or jointly with others, through or on behalf of any person, firm or entity, any business within Malaysia in direct competition with the Company ("**Competing Business**");
- (b) provide advice or other forms of assistance in relation to any such Competing Business including but not limited to data relating to the customers and suppliers of the Company, pricing policies and business plans of the Company;
- (c) solicit, procure, re-direct or transact business in competition with the Company from any person or company who was a client, supplier or business partner of the Company during the term of employment; and/or
- (d) employ or engage, or persuade or seek to persuade, any person who was during the term of employment, an executive officer, key employee, or consultant of the Company, to provide services to any such Competing Business (whether or not such person would be in breach of any obligation to the Company).

17.2 It is hereby declared that each of the foregoing restrictions shall exist independently and reliance by the Company on one shall not waive or release the other restrictions and the invalidity of one as an unreasonable restraint or of trade or for any other reason whatsoever shall not affect the validity of the remaining restrictions.

17.3 If one or more of the provisions in paragraph 17.1 should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

17.4 You shall be liable for all consequences, losses, damages and costs suffered by the Company in the event of any non-compliance of this paragraph 17.

18. NON-DISPARAGEMENT

You shall not, at any time, take any action or perform in a way or do or say anything to bring into disrepute, whether or not the performance or saying or doing such thing constitutes defamation under the law or prejudice to the Company and/or the exploitation of the Company's business. This provision shall survive the termination of your employment howsoever arising.

19. TRANSFER / SECONDMENT

At the absolute discretion of the Company, you may be transferred to any section, division or department of the Company where your services are required provided that there is no reduction or loss as a result of the transfer. Careful consideration will be given before effecting such transfers and sufficient notice will be given to you beforehand. The Company also reserves the right to second you to any companies within the Company's group. Such transfer/secondment by the Company may be made without promotion and/or change in salary.

20. ANTI-BRIBERY AND ANTI-CORRUPTION

- 20.1 You hereby represent, warrant and undertake that you shall not directly or indirectly, offer, promise or give a bribe or will in the future offer, make or promise to make, authorise or give, any payment of funds or anything of value to any government official or company with the corrupt intent within the meaning and scope, the Malaysian Anti-Corruption Commission Act 2009 concerning the negotiating, the entering into, the terms and conditions of or the performance of your obligations under this Employment Agreement.
- 20.2 You agree to comply with the Company's Anti-Bribery and Anti-Corruption Policy (as may be amended and/or updated from time to time) and all applicable laws relating to anti-bribery, anti-corruption and anti-money laundering.

21. MISCELLANEOUS

- 21.1 This Employment Agreement sets out the complete and final understanding between you and the Company with respect to your duties, rights and your remuneration. This Employment Agreement supersedes and excludes all prior correspondence and agreements made before the date of this Employment Agreement.
- 21.2 If for any reason whatsoever, the Company wishes to alter these terms and conditions of employment in any way, it reserves the right to do so entirely at its own discretion and you will be advised in writing of any alterations, amendments or additions to these terms and conditions of employment.
- 21.3 The failure by the Company to exercise or enforce any of the terms and conditions herein shall not constitute or be deemed a waiver of its right thereafter to enforce each and every term and condition in this Employment Agreement.
- 21.4 In the event any term or provision of this Employment Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Employment Agreement. In this case, this Employment Agreement shall be interpreted and construed as if such term or provision, to the extent unenforceable, had never been contained in it.
- 21.5 This Employment Agreement shall be governed and construed in accordance with the laws of Malaysia.

If you agree to the above terms and conditions, we would appreciate your acknowledgement on the duplicate to indicate your acceptance of terms and conditions as outlined above. Should we not receive your acceptance in writing within one (1) week from the date of this letter, our offer of appointment will be withdrawn forthwith.

We take this opportunity to welcome you to **ELITE ADVANCE SERVICE SDN. BHD.**

Thank you.

Yours sincerely,

For and on behalf of ELITE ADVANCE SERVICE SDN. BHD.

DocuSigned by:
Low Chunchiat
.....B5AF3ECFE68941A.....

HR Department
Customer service officer

I, AHMAD DANISH AKMAL NASER, hereby confirm my acceptance of this Employment Agreement and on the terms and conditions as set out in this letter.

Signed by:

.....FDAC895744D04C5.....

Signature : _____
Name : AHMAD DANISH AKMAL NASER
NRIC No. : 941125135123
Date : 13/09/2024

EXHIBIT A

Item	Matter	Details
A	Name	Refer to above.
B	NRIC No.	Refer to above.
C	Address	Refer to above.
D	Contact no. [Mobile/Home]	+6014-531 5773
E	Covid-19 Vaccination Status	Fully Vaccinated
F	Position	Customer Service Officer
G	Employment Commencement Date	10 June 2024
H	Employment Expiry Date	9 December 2024
I	Probation Period	3 months
J	Hours of Employment	Your hours of employment shall be on a shift basis, based on the Company's allocated rotational shift pattern and/or schedule as may be issued, modified, amended, revised and/or altered by the Company in its sole and absolute discretion.
K	Salary	RM 3500 per month
L	Annual Leave Entitlement	8 days per calendar year
M	Medical Leave Entitlement	14 days in a calendar year where no hospitalisation is necessary 60 days in a calendar year where hospitalisation is necessary
N	Termination Notice Period	1 Month
O	Duties & Responsibilities	You will carry out the following duties and responsibilities as a Customer Service Officer of the Company: • Deliver fair outcome to our customers and ensure the quality of service in place. • Actively share customer feedback to internal departments to improve the customer experience. • Actively respond to the feedback received from the social medias. • Work with internal teams to ensure the pre & post service for all products are in place.
P	Special Conditions	(a) <u>Work Permit / Employment Pass- Not applicable</u> (i) The Company will apply for your work permit/employment pass from the Department of Immigration, Malaysia in consideration for which you hereby agree to serve the Company in the position and salary offered vide this Employment Agreement for a minimum period of [] from the date of execution of this Employment Agreement;

		(ii) You shall be responsible at all times to comply with the terms and conditions of the work permit/employment pass and for all taxes particularly withholding taxes; (iii) In the event your work permit/employment pass issued by the relevant authorities is revoked at any time, the Company shall be entitled to immediately terminate your employment by notice in writing to you after which you shall refund to the Company such application fees and levy as may be expended by the Company in the event that the revocation of your work permit/employment pass is attributable to your action/ omission (as the case may be; and (iv) Upon termination of your employment howsoever arising, you shall: a. refund the Company of all costs incurred by the Company in securing your right to work in Malaysia, including but not limited to the application for a work permit/employment pass from the Department of Immigration, Malaysia, the relevant visa application and processing fees, administration costs, and stationeries fees, and such costs shall be remitted to the Company upon termination of the Agreement. Otherwise, the Company will exercise its rights under paragraph 7.2 and make deductions from your salary for any outstanding payment due to the Company; b. settle any other outstanding dues that you have incurred in Malaysia, including but not limited to income taxes, duties, levies, assessments, fees, and accommodation charges such as rental, deposit, and any other charges relating to your accommodation in Malaysia; and c. provide the Company with any documents, paperwork, reports, and files required by the Company to ensure your compliance with the laws of Malaysia, including but not limited to tax clearance letters and all such documents, paperwork, reports, and files have been received by the Company and are in order in the opinion of the Company.
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