

Employees Handbook

Evermix Concrete Sdn Bhd

Administration

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| Employee Handbook version 1.0 | Effective date 01 January 2022 |
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Welcome to Evermix Concrete Sdn Bhd (hereafter called “The Company”)

The Company regards our Employees as our most valuable asset and resource in ensuring company’s continuous success.

This Handbook contains information about The Company’s current employment policies and practices which also forms part of our employment terms and conditions. We hope this Handbook, which will be further updated as necessary, would be sufficient to provide by least an adequate coverage of the general rules and conditions so that the employees will have better understanding of working in The Company.

Every employee is expected to fully understand, abide and comply with their respective Contract of Employment, the Handbook and all other guidelines, and rules and regulations of The Company. The Company may or will revise this Handbook, other guidelines and rules and regulations from time to time as required. We urge all employees to read and familiarize themselves with the contents of this Handbook which will serve as a guideline to work within The Company.

We wish you a challenging and satisfying career with us!

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SECTION I - INTRODUCTION

INTRODUCTION

The Company reserves the right to alter, modify, add or delete this Handbook in whole or in part the contents at its discretion at any time. Contents of this handbook, unless the context otherwise requires, refers to singular as including plural forms and vice versa, and refers to gender as to both male and female. Such changes to this Handbook will be announced and applicable to all employees accordingly.

The Contract of Employment is regarded as formal agreement in between The Company and the employees, stipulating the fundamental terms and conditions of employment and other employment provisions. Should there be any discrepancies between this Handbook and the Employment Ordinance, the latter shall take precedence.

Evermix Core Values

Customer First – prioritize the needs and requirements of our customers

Teamwork - willingness of team members work together to achieve common goals

Adaptability - the ability of team members to adjust to new working requirements.

Enthusiasm – passion and drive for work excellence.

Integrity - the quality of being honest and having strong moral principles.

Dedication - the quality of being dedicated or committed to a task or purpose.

1. EMPLOYMENT

Commencement of Employment

An appointment is valid when there is a signed Letter of Employment as confirmation of your acceptance which shall be kept one set by both The Company and the employee separately.

Orientation

There will be orientation for new employee to help him / her to assimilate into the new role and industry, as well as company norms and practices. The information also facilitates the employee to represent The Company appropriately when dealing with clients, suppliers, partners and officials.

Probation and Confirmation

A probation period will range from Three (3) to Six (6) months depending on the job grades and terms of employment. During the probation period, employees will be assessed on their suitability for the job.

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Employees may have their probationary period extended or shortened subject to satisfactory references and performance during the probationary period. The maximum period for extension of probation is Three (3) months only.

Confirmation

Upon successful completion of probation, the employees shall receive a written letter for confirmation of employment after the process of performance evaluation. In the absence of the letter of confirmation, the employee on completion of his /her probationary period is not automatically deemed to be confirmed. After confirmation, the employees shall be entitled to pro-rated annual leaves and other employment benefits.

In the case where an employee fails to meet the requirements of the role, The Company shall decide to extend his/her probation for further review or terminate the employment.

Working Schedule

The employees shall perform his duties during the working hours at the work location in accordance with the Letter of Employment or the instructions of The Company. Employees who are unable to report for work on time or require an emergency leave are required to notify their immediate superior or the office 30 minutes before the commencement of work hours. Failing to do so will result in recorded as absent.

The employees may be required to perform his / her duties longer than stipulated working hours or at other work locations as maybe from time to time, be necessary to the normal discharge of his / her duties.

During the course of employment, employees shall be obliged to observe variations to such working hours and work locations to suit the business requirements and operation needs of The Company. The Company observes the working hours based on different job functions, the requirements and functionality.

For Main Admin office the work hours is as follows :

| Alternate Saturday work week | Work hours |
|------------------------------|-----------------|
| Mondays to Fridays | 9.00am – 6.00pm |
| Saturdays | 9.00am – 1.00pm |

Employees who takes leave in the morning shall report duty not later than 12.30pm and for leave taken in the afternoon, he / she shall leave the working location not earlier than 12.30pm

Employees who requires early departure or late tag in, is advised to notify their immediate superior and the Human Resource department prior to their action.

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Notice of Termination

During the probation period, either The Company or the employee may terminate the employment by giving to the other party the required notice in writing or payment in lieu of the notice as outlined or payment in lieu of notice without any reasons being assigned.

During probation

| Category / Job grading | Notice period |
|-------------------------------|---------------|
| Clerical – A1 | 1 month |
| Executive and above – A2 & A3 | 1 month |
| Managerial – A4 to A6 | 1 month |

After confirmation of employment, either party may terminate the employment by giving to the other party the required notice in writing or payment in lieu of the required notice as outlined without any reasons being assigned.

After confirmation

| Category / Job grading | Notice period |
|-----------------------------|---------------|
| Clerical – A1 | 1 months |
| Executive & above – A2 & A3 | 1 months |
| Managerial – A4 to A6 | 3 months |

Contract Employee - Either party may terminate the employment by giving the other party One (1) month's prior notice in writing or payment in lieu of the notice in accordance with the Contract of Employment.

For termination of employment due to misconduct, the conditions governing notice period and alary in lieu of notice will not apply.

Summary Dismissal

The Company may terminate the employment without notice or payment in lieu of the employee in relation to his / her employment:

- willfully disobey a lawful and reasonable order; and/or
- is guilty of serious misconduct (such conduct being inconsistent with the due and faithful discharge of his/her duties); and / or
- is guilty of fraud or dishonesty; and/or
- is habitually neglectful in his/her duties; and / or
- commit any breach or non-observance of any of the provisions of the Contract of Employment or of the Company's internal regulations or guidelines.

Retrenchment

In an unavoidable circumstance where retrenchment has to take place any payment due to the employees shall be in accordance to Employment Act 1955.

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Return of Company Information and Property

The departing employee shall return all The Company's information and properties in good condition that are in his/her possession on his / her last working day.

2. COMPENSATION AND BENEFITS**Payment of Salary**

All employees are paid monthly. Salary payments will be made through auto pay to the personal bank account of the employees on or before the 7th day of the following month or at the preceding business day if the last day falls on a Saturday, Sunday or a Public holiday.

Payment for Departing employees

Any employee due to leave the Company, whether voluntary or otherwise, will receive his / her final salary payment by cheque within 7 days after the wages closing period with the following clearances, if any :

- All monies owed or pending payments to the Company are settled; and / or
- All Company's properties (notebook computer, mobile phones, price lists, manuals, product literatures, keys, work tools, confidential documents, etc.) are duly returned. The Company reserves all rights including taking legal action to recover lost or non-returned items. The cost of articles not returned will be deducted from the final salary payment.

Confidentiality of Salary Information

Individual salary information is strictly confidential. Employees shall take reasonable care in keeping the confidentiality of his / her salary information and abstain from discussing any salary matters with unauthorized persons in improper situations.

Variable or Merit Bonus

The Company may pay discretionary bonuses to share the gains of good business performance. This bonus will take into considerations of The Company as well as the individual's performance of his / her willingness to cross-train in other areas and focus on process improvements, including but not limited to punctuality, teamwork, loyalty, work attitude, attendance as well as the length of service with the Company. Payment of this bonus and its time of release are solely at the Company's discretion.

The amount of bonus payment may vary from year to year and from employee to employee based on the established bonus schemes.

Employees Income tax

The Company will file tax return with the Inland Revenue Board annually. To comply with the statutory requirements, details of income (including salary, allowances, commissions, incentives, bonuses, etc.) during the tax year will be reported to the Inland Revenue Board accordingly. Employees will be responsible for filing his / her own tax return with the Inland Revenue Board and personally liable for the personal salaries tax.

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Public holidays and Annual Leaves

The Company observed 16 public holidays declared by the Selangor state government with full pay. Provided that if any of the public holiday falls on a rest day, the working day following immediately after the rest day shall be a paid holiday in substitution for that particular public holiday.

An employee who absents himself / herself from work on a working day immediately preceding or immediately succeeding a Company's declared public holiday or two or more consecutive or any day or days substituted therefore without the prior consent of the Company shall not be entitled to any holiday pay for such holiday or consecutive holidays unless he / she has reasonable excuse for such absence.

Annual Leave

Employees shall be eligible for paid annual leaves upon confirmation of service. Annual Leave is granted on a calendar year basis, based on the following schedule:

| Category / Job grading | Entitlement |
|-----------------------------|--|
| Clerical – A1 | 1st to 2nd year - 10 days 2nd & above to 5th years - 14 days 5th years & above - 18 days |
| Executive & above – A2 & A3 | 1st to 2nd year - 12 days 2nd & above to 5th years - 16 days 5th years & above - 20 days |
| Managerial – A4 to A6 | 1st to 2nd year - 16 days 2nd & above to 5th years - 20 days 5th years & above - 24 days |

If an employee commences his / her employment within the course of the year, The Company shall calculate his / her annual leave entitlements on a pro-rata basis with any fraction of a day counted as a full day.

An employee will not be given payment in lieu of annual leave and accumulated leaves unconsumed except in the case of retirement, retrenchment and resignation.

An employee who becomes ill or is injured while on annual leave may have his / her annual leave replaced by One (1) day for each working day he / she is certified unfit for work either by The Company's panel doctor or registered medical practitioner, provided the employee or his / her representative informs The Company beforehand of the number of medical leaves granted, and approval is sought for extension of annual leave.

Annual Leave Application

The Company believes that employees shall utilize their annual leave to achieve work / life balance and does not encourage the accumulation of annual leave.

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Employee can carry forward a maximum of Five (5) days of his / her earned annual leave to the following year. Leaves that have been carried forward to the following year must be utilized on or before the 1st quarter, 31st March of the year.

Employee is advised to apply annual leave at least three (3) day in advance, regardless of the length of annual leave applied or discuss with his / her immediate supervisor on scheduling their vacation to ensure minimal disruption to on-going business operations.

If any employee requires to apply for urgent annual leave, they must inform their respective immediate superior on or before 9.00am on that day to acquire verbal approval. Employees will need to apply leave application within Three (3) working days upon duty resume failing which, it will be regarded as unpaid leaves.

Employees maybe required to outline their tentative leaves schedules for the year before the beginning of the following year to avoid all take leaves at year end or clear leaves.

Liquidation of Annual Leave upon Termination of Employment

The outstanding annual leave shall be settled in the final payment to the employees in accordance with the Employment Act 1955.

On the contrary, any annual leaves taken in excess of an employee's pro-rated entitlement shall be deducted from the final salary payment.

If an employee has completed three months but less than twelve months' service, and his / her employment is terminated other than for the reason of summary dismissal due to his / her serious misconduct, he / she shall be entitled to pro-rated annual leave payment.

Sick Leave

All employees are eligible for free medical attention subject to treatment being given by The Company's appointed doctor or panel representatives. Yearly medical leaves entitlements are as follows:

Where no hospitalization is necessary:

1. Fourteen (14) days annually if the employee has been employed less than Two (2) years.
2. Eighteen (18) days annually if the employee has been employed for Two (2) years or more but less than Five (5) years.
3. Twenty-two (22) days annually if the employee has been employed for Five (5) years or more

Sick leave will only be granted with recommendation of registered medical practitioners. Employees who visited registered medical practitioners but subsequently NOT granted sick leave must report for duty as soon as possible after completion of the medical treatment or examination.

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Employees who absent himself / herself on sick leave:

1. Which is not certified by a registered medical practitioner after the examination;
2. Which is certified by such registered medical practitioner but without informing or attempting to inform his / her employer of such leave within forty-eight (48) hours of the commencement thereof ; will be deemed as absent from work without the permission of his / her immediate supervisor and without rational excuse for the days on which he / she is absent from work.

Employees who is unable to report to duty due to sickness must:

- inform their immediate supervisor on or before 9.00 am on the day of absence so that necessary backup arrangements could be made;
- Submit their sick medical certificate issued by a registered Medical Practitioner or registered Dentist within Three (3) working days upon resuming duty.
- Any employee found abusing the sick leave policy shall be subjected to disciplinary actions.

In the event where an employee has declared medical leave, the medical certificates (MC) must be submitted to Human Resource department within Three (3) working days upon duty resumed. Failure to do so would be considered as absence in which unpaid leave shall apply.

Hospitalization Leave

Employees are entitled for Sixty (60) days hospitalizations leave annually, if hospitalization is necessary as may be certified by registered medical practitioner or medical officer. Provided that the total number of days of paid sick leave in a calendar year which a team member is entitled to under this section shall not exceed 60 days in the aggregate. Maternity leave is including under this Hospitalization leave.

If an employee is certified by such registered medical practitioner or medical officer to be ill enough that requires hospitalization but is not hospitalized for any reason whatsoever, the employee shall be deemed to be hospitalized for the purposes of the section.

Yearly Medical Expenses

Employees are eligible for free medical attention subject to type of treatment being given of which The Company will bear the cost of medicines and treatment.

The Company will not bear the cost of the following:

- a. Any expenses in respect of pregnancy, confinement or miscarriage, or
- b. Any expenses for treatment of mental cases which have been certified by competent medical authorities, or
- c. Any expenses incurred in respect of injury or disablement, arising from any proven fault of the employees participating in or attending any hazardous sports, pursuit to pastime, attempted suicide, the performance of any unlawful act, expose to any unjustifiable hazards except when endeavoring to save human life, provoked assault, the use of drugs not medically prescribe, illegal abortion, excessive use of alcohol, or any breach of the peace or misconduct.
- d. Expenses on prolong or chronic sicknesses such as high blood pressure, high cholesterol, diabetic & etc.

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Monthly Statutory Contribution

The Company provides the following statutory contribution on the part of the employer in accordance to respective job grades

| Category / Job grading | % from the employer |
|-------------------------------|---------------------|
| Clerical – A1, Executive – A2 | 13.00 |
| Senior Executive – A3 | 13.50 |
| Managerial | |
| - A4 | 14.00 |
| - A5 | 15.00 |
| - A6 | 16.00 |

Car Allowance

Based on the nature of the job responsibilities and requirements, certain job categories or job grades are entitled to monthly fix car allowance which subjects to review as and when necessary.

Yearly Medical Check Up

The Company provides free yearly medical check-up by the Company panel clinics for all confirmed employees with the minimum length of service of Two (2) years and above, in accordance to respective job grades :

| Category / Job grading | RM |
|------------------------|--------|
| Managerial | |
| – A4 | 300.00 |
| – A5 | 400.00 |
| – A6 | 500.00 |

For Managerial category pre-employment medical check-up is compulsory to certify medically fit for regular employment.

Prolong Illness

The Company will do its best to provide alternative employment for any employee who suffers disability due to sickness, or accidents, and where alternative employment is provided where the conditions of employment and the salary shall be determined solely by the Company.

On recommendation of the Company's appointed doctor, employee who has served the Company for at least One (1) year or more who suffers from diseases such as tuberculosis, leukemia, cancer, Aids, paralysis or any other illness of a prolonged nature which renders him / her unable to perform his / her duty, shall be granted, in addition to his / her sick leave entitlement under section 18 to prolonged illness benefits as follows:

After completion of (1) year or more continuous service:

- Maximum months on full pay (basic only) – 2 months
- Maximum months on half pay (basic only) – 2 months

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Should the employee is still unfit for continued employment after utilizing the above leave; he / she shall be discharged from the Company on medical grounds and in frustration of the contract of service.

Leaves below are only applicable to confirmed team members:

Marriage Leave

All employees are entitled to Two (2) continuous days of marriage leave, on their first and legal marriage.

Employees requesting for the above leaves shall provide documentary evidence, failing which such entitlement will be disqualified.

Maternity Leave

Female employees who have completed ninety (90) days' service shall be entitled to sixty (60) consecutive days maternity leave with full pay. Maternity leave commences right after the twenty-eight (28) weeks of pregnancy, irrespective of the actual confinement date.

Application of maternity leave must be submitted at least One (1) week prior to commencement of the said leave or by immediate notification.

Leave on account of miscarriage abortive measures or premature birth occurring prior to the twenty-eight (28) week of pregnancy will not be considered as maternity leave but as normal sick / hospitalization leave as the case may be.

Compassionate Leave

Employees may be granted Two (2) paid days of compassionate leave in the event of the death of the following immediate family members on yearly basis, such leave shall only applicable to confirmed employees.

Compassionate Leave is applicable on the demise of the following :

- Biological or Natural parents
- Spouse
- Children
- Parents in-law – 1 day

Any additional leave required more than the granted compassionate leave will be deducted from the respective employee's annual leave entitlement.

Where compassionate leave is granted, the employee concerned shall produce relevant documentary evidence to the Company for verification within Three (3) working days of his / her return from such leave.

The Company reserves the right for disciplinary actions against any employee found abusing the granted compassionate leaves.

The compassionate leave is an additional benefit in times of bereavement granted by the Company not covered by the Employment Act 1955. The Company reserves the right to revise as circumstances required.

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Paternity Leave

A confirmed male employee is eligible for One (1) day paternity leave on the occasion of the birth of his 1st and 2nd children of his first and legal marriage.

Employees who wish to request for the said leaves are required to produce relevant documents, failing which such entitlement will be disqualified.

Non-paid Leave

Under special circumstances, non-paid leaves may be considered at the Company's sole discretion on a case-by-case basis provided that the employee is under probation or has used up all his / her annual leaves. Employees must obtain prior approval from the respective department manager and the Human Resource Manager for approval.

Group Medical Insurance

The Company provides Group medical benefit : Group Personal Accident (GPA) to its employees only who have obtained employment confirmation. Type of coverage pending job category.

Retirement

Retirement age for all employees is when the employee attains Sixty (60) years of age. Team members after the retirement age wish to continue to be employed may enter into contract employment by mutual agreement on a yearly basis.

Wedding Gift

Upon submission of the supporting document for marriage leave, a confirmed employee shall be entitled to a wedding gift voucher of RM200.00, applicable for the first and legal marriage only.

Baby Gift

Upon submission of the supporting document for maternity / paternity leave, a confirmed employee shall be entitled to new-born baby gift voucher of RM200.00, applicable for the 1st and 2nd children only.

Bereavement money

Complementing Compassionate Leaves, the Company shall arrange for a contribution of RM500.00 (Ringgit : Five hundred only) to ease the burden of an employee who is suffering loss of immediate family member at that particular time.

Service Award

The Company recognizes seniority of service and understands that skills, knowledge and quality of judgment can only be gained through years of hands-on experience. As such, a Service Award Program has been established to honor employees with the scale of 10th, 20th, 30th years of continuous services through The Company Service Award Program.

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3.REIMBURSEMENT

Advance and Disbursement Claim

The Company shall reimburse the employees for actual expenses spent using his / her own money during the course of work. Employees are required to submit Standard Claim Form with attaching original receipts in order to qualify for full reimbursement. Any entertainment claim must be submitted with detailed entertainment expenses and remarks.

All claims should be submitted within One (1) months' of the incurred expenses to qualify for reimbursement.

Allowances

Outstation and Overseas Meal Allowance

Employees who travel outstation or overseas at The Company's request will be given outstation / overseas allowance.

| Job grading | Within Malaysia includes East Malaysia but out of Klang valley (RM) / day | Within Asia Pacific (RM) |
|---|---|--------------------------|
| Clerical – A1 | 30 | 80 |
| Executive – A2 Senior Executive – A3 | 50 | 120 |
| Managerial | | |
| – A4 | 80 | 160 |
| – A5 | 100 | 200 |
| – A6 | 120 | 240 |

Claims on individual meal are strictly not allowed. All claims must be submitted within One (1) months' to qualify for allowance. Employees are required to submit Travel Request Form and acquire proper approval before commencing travel.

Traffic offences

All types of traffic offences shall be the sole responsibility of the employees or the driver concerned, as it is the duty of the driver to exercise caution and abide to local traffic laws while driving. The Company will not be responsible for fines or any other penalty resulting from traffic offences.

Claims

Travel and Petrol

Employees who are using company car is not eligible for petrol claim allowances. Employees who are traveling on official business by using own vehicles may be allowed for the following claims:

Car : Mileage claim @ RM0.60per km

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Claim procedures

Employees are required to fill in the Standard Expenses Claim Form in order to submit claims.

All claims must be approved by respective Head of Department before submission to the Human Resource Department for verification. Any claims that do not have proper forms or incomplete claims without proper documentation will not be entertained and will be rejected. All claims that have been approved and verified will be submitted to Account Department for payment preparation.

4. EMPLOYEE RELATIONS

Internal Communication

The Company encourages open communications between employees and his / her immediate supervisor. Communication herein will be by means of regular briefings or meetings, to work on two-way communication within the Company.

Grievances or Problems handling

The company recognizes that disagreement and grievances may arise during course of work. If an employee encounters problem or grievances regarding the job, he / she should first discuss the issue with his / her Department Manager. It is important for the employee to channel his / her grievances through the proper channels and procedures so that they can be handled with in an efficient and equitable manner

Employees facing problems or grievances with their direct supervisor or department manager can escalate the issue directly to the Human Resources Department / Management with specific backup information and evidence to support further discussion and resolving the issue.

5. BUSINESS CONDUCT AND EMPLOYEE RESPONSIBILITIES

Equal opportunity statement

The Company practices Equal Opportunity Employer where every employee is hired solely based on the basis of his / her qualifications and ability to do work. Qualified applicants will receive equal consideration with proper personal inquiries for the purpose of not excluding any applicant due to race, national origin, religion, age, sex, disability, marital status, sexual orientation, or any other characteristic as protected by the Employment Act 1955.

6. HARASSMENT GUIDELINES

Employee has the right to work in an environment free from discrimination and harassment including sexual harassment. Sexual Harassment on any basis is strictly prohibited and is covered in the Employment Act 1955.

For employee who believes he / she is being harassed or if an employee becomes aware of any form of harassment, he / she should promptly notify the Human Resources Department. Upon notification of complaint, a confidential and impartial investigation will be conducted.

The Company also recognizes false accusations of harassment would result in intense negative effects on innocent women and men, thus the Company will not tolerate false accusations and will not hesitate to take stern disciplinary action against false complainant.

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7. PERSONAL DATA PROTECTION STATEMENT

All employees' personal data are kept and maintained within the The Company. It is the responsibility of employees to ensure that all submitted information such as personal information is accurate, complete and up-to-date.

The Company respects and safeguard the data privacy of employees by collecting, storing, using and processing employment-related personal data in lawful and prudent manner. In this respect, the Company takes reasonable measures in accordance with the requirements of the Personal Data (Privacy) Ordinance.

8. EMPLOYEE CONDUCT AND RESPONSIBILITIES

Prevention of Bribery

In accordance to the Company's regularity, employees soliciting an advantage or accepting an offer in connection with his / her work without the permission and knowledge of the Company shall be deemed guilty of an offence.

Advantage is legally defined as gifts (whether of money or otherwise), any discount, any loan of money or any air, sea or overland passages (e.g., free travels, excessive purchase discounts, etc.). The party or person who offers the advantage to the employee may have also committed an offence. Employees shall refuse or return any gift from third party, or otherwise hand it to the Head of Company for approval of acceptance. Failure to do so may result the employees to face disciplinary actions. However, employees shall be allowed to accept (but not solicit) the following gifts offered voluntarily by others:

- Advertising/promotional gifts, marked with company logo or name, at a nominal value; or

Employee shall decline an offer of a gift, if accepting it would affect his / her objective in conducting the Company's business, or induce them to act against the interest of the Company, or lead to allegations of impropriety.

Channels for complaints are open to all employees of the Company. If employee has enquiries or complaints regarding possible rules or regulation breaches shall be immediately directed to the Management for further advice and due action. The Company shall treat all complaints impartially and efficiently. All information received will be kept strictly confidential.

Employees are encouraged to seek clarification from the Head of Company if in doubt.

Conflicts of Interest

Employees shall avoid any situation which may lead to an actual or perceived conflict of personal and Company interests. Personal interest includes both financial and private interests of the employee and his / her connections. Connections mentioned here include family members, relatives and close personal acquaintances or friends. Without the consent from the Head of Company, employee is not allowed to engage, concerned or show interest either directly or indirectly in any other business or firm during his / her employment with the Company.

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Handling of Property

The devices and equipment provided by the Company are to be used only for work in their respective workplace.

Employee shall be responsible to ensure his / her properties including money and valuable personal belongings are locked up and kept safe. The Company will not be responsible for any loss or damages to any personal belongings and properties.

Confidentiality Obligation

Confidentiality of information must be maintained by all levels of employee with regard to Company information that has not been made known to the public.

All records, files, trade secrets and information on customers, products, suppliers, employee, work processes, etc. are confidential and property of the Company. Employee is obliged to maintain confidentiality on any information furnished by the Company or to which access is obtained during employment, and not to be disclosed to any unauthorized person. Employees are required to handle confidential information in a proper manner without leaving it unattended

Upon termination of employment, employee is not allowed to take any confidential information and Company properties obtained during employment for use in future employment or own business purpose.

This confidentiality obligation shall remain effective without limitation during and after the termination of employment. Company will not hesitate to take legal actions should sufficient evidence of the unauthorized release or inappropriate usage of confidential information is gained.

9. General Conduct

Punctuality and Attendance

Punctuality and regular attendance at work in accordance with the designated working hours are essential for a smooth-running operation. Employees shall exercise self-discipline as this will form part of the element for individual's year-end performance appraisal. Failure to comply with the working hours without reasonable justification may result in disciplinary action.

Absenteeism

Unauthorized absence from duty more than Two consecutive days without prior approval from the Management is an act of serious misconduct. Disciplinary actions will be taken against excessive absenteeism.

Dress Code

All employees are expected to wear neat, smart, tidy and well-presented manner at all times.

10. DISCIPLINARY PROCEDURES

Employees shall, from time to time observe all the provision stipulated in the Contract of Employment, Employee's handbook, rules and regulations and all other guidelines provided by the Company. Employees shall carry out all duties in a satisfactory manner, obey all lawful and reasonable orders and conduct himself in the best interest of the Company.

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Should any employee violates any established Company rules and regulations, the Company will not hesitate to take appropriate disciplinary.

Notes :

| |
|----------------------------|
| C = Counseling |
| 1W = First Warning Letter |
| 2W = Second Warning Letter |
| FW = Final Warning Letter |
| DI = Domestic Inquiry |
| D = Dismissal |

| Performance related | Procedures for successive occurrence | | | | |
|---|--------------------------------------|--------|--------|--------|-----------------|
| | 1st | 2nd | 3rd | 4th | 5 th |
| An Employee who is absent from work for more than two consecutive working days without prior leave or reasonable excuse and has not informed his/her superior about his absence, shall be deemed to have broken his/her contract of service with the Company. | D | | | | |
| Absence without permission or notice | C | 1W | 2W | FW | DI / D |
| Deserting work station without informing the superior or then Company | C | 1W | 2W | DI / D | |
| Excessive absenteeism (urgent leave or unpaid leave) or lateness without reasonable excuses | C | 1W | 2W | FW | DI / D |
| Sleeping while on duty | 1W | 2W | DI / D | | |
| Negligence causing loss/damage to the company business or property | 1W | 2W | DI / D | | |
| Negligence or carelessness at work | C | 1W | 2W | FW | DI / D |
| Consumption of alcohol or drugs while on duty | D | | | | |
| Conviction by any court of law for criminal offenses | D | | | | |
| Demanding, offering or accepting bribes or any illegal gratification | D | | | | |
| Fighting (with or without weapons) | D | | | | |
| Gambling on Company's premises | D | | | | |
| Possession of contraband materials | D | | | | |
| Sexual harassment/offense | C | DI/ 1F | D | | |
| Willful damage of Company's properties, instigation causes disharmonious within the Organization. | D | | | | |
| Insubordination (DI will be conducted before leaving) | C | DI / D | | | |
| Obtaining or attempting to obtain leave of absence by falsifying documents | 1W | 2W | DI / D | | |
| Conduct within the Company that is likely to endanger the life or safety of any person (e.g., threatening) | FW | DI / D | | | |
| Rudeness/unprofessional fraternization with colleagues or customers | 1W | 2W | FW | DI/D | |
| Smoking in unauthorized areas | C | 1W | 2W | DI/D | |
| Illegal download of unlicensed software into Company property, desk top, notebook and etc. | C | 1W | 2W | | |

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11. INFORMATION SYSTEM GUIDELINE

Technology is changing at an accelerated pace and more processes are integrating with automated information systems where both audio and visual data forms an essential as part of business operations thus it demands for an increase need for security and system management.

The Company is committed to keeping pace with technology. In accordance to that, all employees will be working with and be exposed to various forms of information, communications and technology, including but not limited to email, voicemail, internet and mainframe system, software, and other data or voice information. These guidelines have been developed to assist employees in understanding their rights and responsibilities in dealing with information in connection with their employment with the Company.

12. Privacy & Ownership

There may be times when Company finds it's necessary to monitor information and / or system utilization by individual employee for purposes such as analyzing equipment usage; investigating harassment allegations; securing competitive information; or any other business requirement. The technology and tools available at the Company are only to be used for business purposes only.

The Company reserves the rights to monitor all exchange of information and use of systems. This includes overriding or changing passwords in order to protect the company's interest and properties. Hacking, intercepting e-mail or any unauthorized access to another employees' system is strictly prohibited.

The Company does not permit employees to use company telephone or e-mail addresses as contact information on Internet Social sites used for personal access, including but not limited to sites such as Ebay, Facebook, MySpace, dating, and more. These restrictions do not apply to employees who are accessing sites as a part of their accountabilities.

13. Social Networking and Blogging

Technology and information access will continue to develop and evolve in the future. In order to clarify any confusion, the Company has defined expectations regarding social networking and blogging: disclosure of company's information. The personal use of social networking sites or blogging should not be conducted on work time.

14. HEALTH, SECURITY AND SAFETY

Workplace

The Company provides a safe, healthy and environmentally friendly workplace to safeguard the health and safety of the employees. Employees shall not smoke within Company premises in order to maintain a healthy environment for others.

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OCCUPATIONAL INJURIES

Reporting

If an employee is injured at work, he / she should inform his / her direct supervisor immediately and report the accident in detail to Human Resource Department without further delay. Human Resource Department will conduct an interview with the injured employee and lodge appropriate report to the Labour Department as deemed necessary. In the event where medical help is required, employee is responsible for keeping all original copies of medical expenses for claim and processing purposes.

SECURITY & SAFETY

Security

Employees working after normal working hours must ensure that all doors are locked or access passwords are activated before leaving the office. Lights and air-conditioners must be turned off.

Safety

The Company will provide safety environment, proper work tools and necessary protective devices to enable employees to work safely.

- Promote co-operation in achieving and maintaining safe working conditions.
- Carry out inspections from time to time at the workplace and make recommendation in the interests of work safety.
- For the safety and health of the employees, may inspect any accident scene or dangerous scenario occurrence.
- Employees are not encouraged to consume any alcoholic beverages for entertainment purpose during office hours.
- Organize safety and health campaign activities where applicable such as fire prevention and set rules to promote a safety work environment.

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EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

EVERMIX CONCRETE SDN BHD

I, _____, NRIC No.: _____ have read,
understood and agreed to accept the terms and conditions of the employee handbook.

Signature : _____

Department : _____

Designation : _____

Date : _____