FOREIGN WORKERS RECRUITMENT AND EMPLOYMENT POLICY

EMERSIVE SDN BHD (hereinafter "**EMS**", "the Company") is committed to a policy in recruiting its foreign workers.

The Company implements **Zero Forced Labor and Zero Recruitment Fees** for new hiring. Foreign migrant workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment.

In the event that recruitment agencies are used, the Company shall maintain adequate controls to ensure that workers have not been charged recruitment fees during their recruitment process.

In hiring foreign workers, the following process will be followed by the Company:

1. Recruitment Fees

EMS undertakes the costs and fees associated with recruitment, travel and processing of migrant workers' employment, including but not limited to, agency service fees for both sending and receiving countries, airfares, visa and work permits processing and renewal fees, pre-departure training, medical examination, transportation in receiving country to and from airport to company premises, government levy, taxes and other fees of both sending and receiving countries.

The Company will ensure no monetary or non-monetary deposit is collected from any foreign worker in the hiring and employment process.

2. Engagement Of Recruitment Agencies

The selection of recruitment agencies is based on legal registration in their home country and reputation.

EMS prohibits the hiring of trafficking and forced labour. All recruitment agencies engaging with the Company are required to have hiring policies and procedures to combat trafficking and forced labor. The recruitment agency is required to sign an agreement to adhere to our policies before we engage their services.

3. Screening

The Company practices no child and young foreign workers working in the premises.

The foreign workers' biodata will be submitted by the recruitment agency to the personnel of the Human Resource Executives for screening and verification that the worker has attained the minimum age of eighteen (18) years old.

Human Resources will communicate the list of approved foreign workers to the recruitment agency.

4. Medical Check-Up

The recruitment agency must ensure that the approved foreign workers undergo medical checkup in accordance with the authorities' requirements in their home country.

5. Employment Contract

Newly recruited foreign workers will be briefed thoroughly on the Company profile, job functions and contract details as part of the employment process before the workers are asked to sign the employment contract by the agent. The agent has also made available all the employment contracts in the worker's native language.

6. Accommodation

The Company will provide accommodation for the foreign workers if necessary.

7. Induction Training

For all the newly recruited foreign workers, induction training will be conducted by the Human Resources and Operation personnel with the assistance of a translator (if necessary).

8. Health Screening

The head of Human Resources will proceed to register foreign workers at FOMEMA and have the workers do their health screening within one (1) month of arrival in Malaysia at panel clinics with all costs borne by the Company.

(a) **Medically Fit Workers**

For workers who are certified as they are fit to work, the Head of Human Resources will submit the passport to Malaysia Immigration to obtain permits.

(b) **Unfit Workers**

Workers who are certified to be medically unfit to work will be repatriated back to their home country. The transportation cost will be borne by the Company.

9. Passport Handling

The Company provides a locker for the workers to keep their passports. Workers are allowed to always hold and access their own passports for freedom of movement.

10. Wages And Benefits

The head of Human Resources will arrange for newly recruited foreign workers to open savings accounts for salary purposes.

Salary payments made to foreign workers are based on or above legal requirements and paid within the statutory allowable period. Workers receive a pay slip detailing the payroll calculation, total normal and overtime working hours, statutory allowed deductions, and information in the local language that is understood by them.

11. Normal And Overtime Working Hours

Normal working hours are set at **45 hours per week** and the Company shall provide at least **one day off for every 7 days** on average.

Overtime is work done at the request of the Company beyond the normal working hours or on a rest day or public holiday which is payable at a premium rate.

If the Company requests overtime work, workers expressly agree to it. All overtime work by workers is on a voluntary basis and no penalty for workers who refuse such requests.

12. Personal Records

Foreign workers' personal records such as photocopies of appropriate ID, working permit, medical examination results, and pay slips are maintained and kept accurate.

13. Contract Renewal

Upon completion of their contract period, the workers are free to choose whether to renew their contract or be repatriated back to their home country. In the event of workers choose to go back to their home country, the transportation cost will be borne by the Company.

14. Early Resignation Before Contract Expiry

In the event of a worker's early resignation due to:

(a) Personal Reason

If the worker opts for early termination of the contract, there will be no threat, unreasonable notice, and financial penalty requirements. If there should be any law allowing a penalty, it will be communicated in advance to the worker.

(b) Medical Reason

In the event the medical doctor certifies the worker to be medically unfit during the employment period, the worker will be repatriated, and transportation costs will be borne by the Company.

15. Disciplinary Actions and Termination Procedure

In the event the worker commits any offence or fails to comply with any of the Company's policies, procedures and regulations, disciplinary action will be taken in accordance with the type and severity of the offence. The Company may, on the ground of misconduct consistent with the fulfilment of the express or implied condition of service, after due inquiry;

- Issue a warning letter; or
- Dismiss the employee without any notice. An employee who is being dismissed, shall not be entitled to any termination benefits and balance of annual leave or;
- Downgrade an employee with a reduction of salary; or
- Impose any lesser punishment, as the Company deems just and fit and where a punishment of suspension without wages is imposed, it shall not exceed a period of two weeks.

In the event that a violation of this policy is found, the Company will devise corrective action and remediation for the affected foreign workers. The Company will require the recruitment agency to repay foreign workers on fees found invalidly charged and suspend any relationship with the agency until the matter is rectified.

Approved by: The Management
Effective Date: 1 December 2023