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# 1. Introduction

## 1.1. Company Background

Our founders started as private tuition teachers, passionate about helping students improve their grades. They had one aim – to bring on smiles to the faces of parents by rewarding them with their returns on fee investment. We believe that every child has the potential to excel if they had a starting point to measure the progress and we believe that technology should be harnessed to increase the efficiency of learning.

## 1.2. Company Vision

### 1.2.1. Core Values

We did not create our values, we simply discovered what is authentic to us and what we feel strongly about. Values are how we decide our priorities when we have to choose. We are sometimes put into positions to choose between our values. In which case, the order of the values will decide which one we prioritise. We will prioritise these values over those that are not on this list.



#### 1. Accelerate

We execute with efficiency and clarity to expedite success.



#### 2. Trust

We communicate openly and support each other as one united team.



#### 3. Grow

We continuously strive to surpass our personal best, growing together to achieve common goals.



#### 4. Innovate

We seek meaningful ways to make a profound impact on the success of students and parents, as well as the team we build the future with.



#### 5. Overdeliver

We go above and beyond, setting new standards in pursuit of excellence.

### 1.2.2. Beliefs

We believe every student can access a world-class education that is personalised to them. However, most education systems cannot cater to individual needs. As a result, students are marginalised. They lose confidence in their own abilities and stop believing in themselves.

We are changing that.

We will provide students with the most effective personalised learning pedagogy with advanced technologies to help students exceed their own potentials faster. In turn, they will become confident contributors to society.

### 1.2.3. Purpose

From our core values and beliefs, our purpose emerges naturally. In many ways, our core purpose is similar to our core values: it is fundamental to Geniebook and it is deeply held and unchanging. Our purpose is like our heartbeat or soul - our *raison d'être*, that is, the reason for our existence. Also, since we want to help students to improve limitlessly, our purpose is like a guiding star on the horizon — forever pursued but never reached.

**Purpose - To accelerate students' learning 1000x faster, with personalisation and innovations**

so they can become confident contributors to the society.

## 1.3. Appointment

### 1.3.1. Workplace

The Company's official workplace is located at **Unit 13A-5, Q Sentral, No.2A Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia**

Employees may also be stationed at the various work locations or may be required to travel within Malaysia over the course of their work.

### 1.3.2. Working Hours

The Company's standard working week consists of five (5) days and working hours are as follows:

Weekdays: 9.00am - 6.00pm or 10.00am - 7.00pm or 12.00pm - 9.00pm

Weekends: 10.00am - 7.00pm or 12.00pm - 9.00pm

Lunch or dinner break is limited to one (1) hour per day.

The exact working hours and days are subject to departmental and operational needs, which might include weekends.

You may be required to work outside your stated working hours when the need arises.

The Company reserves the right to change any work schedule to conform to operating requirements at any time.

### 1.3.3. Policy

The Employment Contract shall supersede the Employee Handbook if the terms and conditions stated in the Employment Contract differs from the Employee Handbook.

### 1.3.4. Organisation Chart

Refer to "GB Organisation Chart" here:

[https://drive.google.com/file/d/1sAPjwS4ZIHggJoFvTgs9g1p3ESSMgz4k/view?usp=drive\\_link](https://drive.google.com/file/d/1sAPjwS4ZIHggJoFvTgs9g1p3ESSMgz4k/view?usp=drive_link)

### 1.3.5. Employment Offer

It is the policy of the Company to hire individuals who are qualified or trainable for employment as determined by our standards of education, experience, aptitude, and character.

All decisions regarding the recruitment, selection, and placement of employees are to be made solely based on job-related criteria. Every effort will be made to hire employees for positions which best utilise their abilities.

Qualified candidates will be given a Letter of Employment with key employment terms and access to this Employee Handbook.

An offer of employment is subject to the following conditions:

- i. The candidate must declare the following personal information to the Company: -
  - a. Documentary Proof of no conviction of past criminal offence(s) / Any criminal records
  - b. Any medical conditions
  - c. Bankruptcy status
- ii. Non-citizens can only start their employment after approval of an Employment Pass or a Work Permit by the relevant authorities.

- iii. Prospective employees must acknowledge and abide by the following in this Employee Handbook:
  - a. non-disclosure and confidentiality undertaking in the next section
  - b. employee conduct
  - c. obligation to the Company on separation
  - d. e-Policy

### **1.3.6. Non-Disclosure and Confidentiality Undertaking**

It is mandatory that you do not, either during or after the termination of your employment, divulge or communicate to any unauthorised person(s) any information which may be deemed to be commercially sensitive, confidential, or secret. Such information includes the working of any process or invention which is being carried out or used by the Company. This undertaking will continue indefinitely even after cessation of employment by this company. Any breach of this undertaking may cause you to be liable of its consequences.

### **1.3.7. Notification and Updating**

If there are changes in your personal information (including Financial Situations and Criminal records), you are required to notify the Department Head and the Human Resource Department immediately. This enables the Company to maintain an updated record so that the best possible assistance can be rendered when the need arises.

Provision of false personal records, whether in the application for employment or during service, is a serious breach of contract and is liable to immediate dismissal without compensation or notice.

## **1.4. Probation Period**

### **1.4.1. Probation**

All new employees will serve a probationary period of three (3) months and all Key Appointment Holders will serve a probationary period of six (6) months from the date of commencement of employment. During the probationary period, either party can terminate the Employment Contract by giving due notice or salary in lieu of notice as specified in the Letter of Employment.

The probation period may be extended for a minimum of one (1) month and a maximum of three (3) months if the probationary period is insufficient to determine the employee suitability, qualifications, character, conduct, skill, and capabilities. Such period will be determined by the Company at its sole discretion.

- i. During the probationary period, the employee employment will be on a trial basis, and their eligibility for conversion to permanent status will be assessed based on reasonable standards communicated to the employee at the time of their engagement, as stated in Section 2.2.1.
- ii. On successful completion of the probationary period or any extension thereof, the employee shall be notified in writing of his/ her confirmation letter.
- iii. The notice period is stated in the employee's Employment Contract.

### **1.4.2. Confirmation**

Confirmation of employment will be determined and evaluated by respective immediate supervisor based on performance evaluations conducted throughout the probationary period. Employees are required to achieve at least an average satisfactory rating to be considered for confirmation. Employees will receive a Letter of Confirmation upon successful completion of the probationary period.

## 1.5. Resignation and Termination of Employment

### 1.5.1. Resignation

For all voluntary resignations of employment, the party initiating the resignation must either serve the notice period stipulated in the Employment Contract or pay the other party the equivalent salary in lieu of notice.

Employee may request the Company to waive the required notice period, but the Company alone, based on its sole discretion, shall decide whether to relieve the employee of this obligation, except where the law requires the Company to grant their request to waive the required notice period.

If employee tender a resignation notice but fail to observe the required notice period (e.g., tendering a resignation letter less than thirty (30) days prior to the effective date of resignation) period, or fail to report for work at any time during the thirty-day (30) day notice period the employee may be liable to pay the Company payment in lieu of notice.

### 1.5.2. Termination

For all employment terminations, the party initiating the termination must either serve the notice period as stated in the Employment Contract or pay the other party the equivalent salary in lieu of notice.

#### Leave treatment for notice period:

- Annual Leave

Using leave to offset notice period in exchange for bringing forward the last day of employment is allowed. In this case, the employee would be paid up to the last day of employment.

### 1.5.3. Dismissal – Gross misconduct

If an employee is dismissed due to misconduct (refer to misconduct in later section 6.1.4) or a breach of employment terms, upon satisfactory proof, the severity of the misconduct will determine the action taken. The employee may face immediate dismissal or the Company may provide written notice with the notice period as outlined in the employee's employment contract.

### 1.5.4. Surrender of Company Properties

When an employee is terminated, he/she is required to surrender all company property to the Company on the last day of employment. In the event of loss of any company property, the Company is entitled to the recoverable cost of the loss. The cost of loss will be borne by the employee.

### 1.5.5. Exit Procedure

During employees notice period, employees are required to follow the Company's exit and clearance procedures. This includes handover all documents and materials relating to their work, signing all necessary documents to finalise work responsibilities and returning all Company property to the appropriate authorised representative. Final pay, including any outstanding amounts due, will only be released after all legal and contractual deductions are applied and once all separation and clearance procedures are fully completed. Compliance with these steps is mandatory for the processing of final pay.

## 1.6. Retirement & Re-Employment

We will follow retirement and re-employment guidelines in accordance with the Minimum Retirement Age Act 2012 (MRA) of Malaysia.

## 2. Remuneration

### 2.1. Compensation

#### 2.1.1. Salary Administration

Employees shall be paid salary on a monthly basis which will be credited to their personal bank accounts by the 7th of the following month.

Employees are required to notify the Human Resources Department immediately of any changes to their Bank Accounts so that salary payments will not be hindered.

#### 2.1.2. Overtime Payment

Overtime is not expected of employees. Any overtime worked must be approved in advance by the Manager and will be compensated with time-off according to Employment Act 1955.

Under the Employment Act 1955, overtime is addressed in Part XII - Section 60A to 60D. Here are some key points related to the overtime clause:

- Maximum working hours: The normal working hours for an employee should not exceed eight hours a day or 45 hours a week.
- Overtime hours: Any work performed beyond the normal working hours is considered overtime.
- Overtime on working days, rest days and public holidays: entitlement for overtime payment is based on employee's monthly wages.
- Limitation: An employer cannot compel an employee to work more than 104 hours of overtime in a month.
- Employees who exceeded RM4,000.00 of monthly wages are not entitled for overtime payment as outlined in First Schedule, section 1A of Employment Act 1955.

#### 2.1.3. Statutory Contributions and Deductions

i. Employers Provident Fund (EPF):

The Company will contribute to EPF based on its proportion and employees' monthly contribution as required by the Employees Provident Fund Act '91

ii. Social Security Organization (SOCSO):

The Company will contribute to SOCSO based on its proportion and employees' monthly contribution as required by the Social Security Act 1969.

iii. Income Tax:

The Company will make monthly Income Tax deductions from employee's salary in accordance to the requirements of the Income Tax Act 1967.

Employees will be responsible for the full amount of personal income tax due and payable as a result of their employment with the Company.

#### 2.1.4. Salary Confidentiality

All salary information is confidential and should not be disclosed for any reason, other than as required for appropriate financial reporting purposes.

The company requests that all employees keep their wages, benefits, bonuses and any other form of compensation confidential, and avoid providing or otherwise broadcasting this

information with other employees, or with any third-party that does not have a bona fide need to know.

Any unauthorised disclosure of confidential information by employees may impede our ability to effectively compete for talent, may create unnecessary conflict and disputes, and could lead to disciplinary action up to and including termination of employment.

## 2.2. Employees Performance Review and Rewards

### 2.2.1. Performance Review Criteria

Throughout the employment with the Company, employees' performance will be assessed based on the following criteria, which align with the company's standards:

- a. Skills relevant to the specific nature of your work
- b. Dependability
- c. Efficiency
- d. Initiative
- e. Attitude toward work, the public, the company, its officers, and colleagues
- f. Cooperation and working relationships with co-workers
- g. Customer response
- h. Judgment
- i. Attendance, punctuality, and adherence to schedule
- j. Quality of work
- k. Quantity of work
- l. Communication and articulateness
- m. Professionalism
- n. Trustworthiness

Additionally, qualitative standards and metrics, including key performance indicators (KPIs), may be introduced or updated as required by business needs. These changes will be communicated to you prior to implementation.

### 2.2.2. Performance Improvement Plan (PIP)

Employees who failed to meet the key performance indicators (KPIs) set by the company will be placed under a Performance Improvement Plan (PIP), which serves as a structured opportunity given by the Company to improve their work performance.

During the PIP period, employees must achieve the specified KPIs. Failure to do so may result in disciplinary action, up to and including dismissal from the company.

Each employee will be limited to a maximum of 3 PIPs in a calendar year.

### 2.2.3. Employee Appraisal System

During probationary period, employee's performance will be evaluated by respective manager. Employees are required to achieve at least an average satisfactory rating to be considered for confirmation.

After confirmation, employees' performance will be reviewed on a 6 months and 12 months basis, subject to Company's Performance Review Policy.

Performance rating information is confidential and should not be disclosed for any reason. The company requests that all employees keep their wages, benefits, bonuses and any other form

of compensation confidential, and avoid providing or otherwise broadcasting this information with other employees, or with any third-party that does not have a bona fide need to know.

Any unauthorised disclosure of confidential information by employees may impede our ability to effectively compete for talent, may create unnecessary conflict and disputes, and could lead to disciplinary action up to and including termination of employment.

#### **2.2.4. Company Rights**

The Company reserves the right to deny salary increments/bonus to any or all employees without providing any reason whatsoever. The salary increments/bonus may be reviewed or cancelled at any point in time.

The salary increments/bonus will be paid only if the Company achieves the profit target.

Employees who have resigned, before or after the qualifying period, will not be awarded the salary increments/bonus.

The salary increments/bonus is a special privilege (not an entitlement) accorded to deserving team members only. In any or all cases, the decision of the Company as an employer will be final and no correspondence or discussions will be entertained.

## 3. Leave Benefits

### 3.1. Leave Scheme

#### 3.1.1. Public Holidays

All employees are entitled to paid gazetted public holidays by the State of Kuala Lumpur. If a public holiday falls on a rest day or coincides with another public holiday, the following working day will be observed as the public holiday by the Company. And if employees are required to work on a public holiday, the Company will grant public holiday-in-lieu.

Public holiday-in-lieu claims must be approved by the manager and used before annual leave. It must be utilised within one month of the public holiday and cannot be carried forward into the next calendar year.

#### 3.1.2. Leave Eligibility

Employees will be eligible for paid leave only after completed their first 3 months of employment. Any leave taken within the first 3 months of employment, will be considered as unpaid leave.

If an employee has not completed twelve months of continuous employment with the Company during the year, their paid leave entitlement will be calculated on a pro-rata basis, based on the number of completed months of employment.

Employee is required to take unpaid leave if leave entitlement has exceeded the earned leave, based on completed months of employment in the Company.

#### 3.1.3. Annual Leave Entitlement

Employees are entitled to fifteen (15) days paid annual leave. Leave will be prorated based on the number of full months the employee has worked. One (1) additional leave will be credited for every year of service completed as of 1st January.

- i. Leaves will be capped at 21 days.
- ii. No backdating of service.

#### 3.1.4. Accumulation of Annual Leave

In accordance with the Employment Act 1955, statutory annual leave entitlements are to be used within twelve (12) months or carried forward to the next year.

Leaves allowed to be carried forward depends on how many years of service an employee has with the company. The year of service begins from the day the employee starts work with the company.

Year of Service	Days of Leave
1 <sup>st</sup>	7
2 <sup>nd</sup>	8
3 <sup>rd</sup>	9
4 <sup>th</sup>	10
5 <sup>th</sup>	11

6 <sup>th</sup>	12
7 <sup>th</sup>	13
8 <sup>th</sup> and thereafter	14

Unutilised leave thereafter would be forfeited with no exception. There will strictly be no encashment for unutilised leave.

### 3.1.5. Consumption of Next Calendar Year's Annual Leave Entitlement

Employees are not allowed to consume the next calendar year's annual leave entitlement within the current calendar year.

### 3.1.6. Unpaid Leave

Employees can apply for unpaid leave (also known as no-pay leave) if they are not eligible for paid annual leave or have used up their paid annual leave. Unpaid leave is subject to approval from your immediate supervisor.

If the employee takes more paid annual leave than they are entitled to, the excess leave is treated as unpaid leave, and the Company can deduct their salary accordingly.

### 3.1.7. Birthday Off Entitlement

Employees can claim one day off in their birthday month. It will be forfeited if not utilised within the birthday month.

### 3.1.8. Sick Leave/ Hospitalisation Leave

As a corporate rule, sick leave is not something that should be used as an extra day off. Whenever possible, employees should schedule all medical and personal appointments outside of working hours.

All medical certificate must be physically certified and verified unfit to work by medical practitioner, dental surgeon or medical officers registered with the Malaysian Medical Council (MMC) or Ministry of Health of Malaysia (MOH). And any virtual medical certificates or reports will not be accepted by the Company.

HR will verify medical certificate submitted with the clinic/ hospital to ensure they are valid and authentic. If the medical certificate is found to be fraudulent or not valid, the Company may take disciplinary action.

For hospitalisation leave, they must be certified by approved hospitals or national centres. If employees are certified so, they are eligible for hospitalisation leave, regardless of whether they recuperate in an acute hospital, community hospital or at home.

Employees are entitled to fourteen (14) days paid outpatient sick leave and sixty (60) days for paid hospitalisation leave. The sixty (60) days of hospitalisation leave includes the fourteen (14) sick leave entitlement. Employees will be eligible for medical leave in each calendar year based on the years of service the employee had with the Company:

Non-Hospitalised:	
Less than 2 years	14 days

2 years or more but less than 5 years	18 days
5 years and more	22 days
Hospitalised:	
Any	60 days

### 3.1.9. Dental Health

Absence from work arising from dental illness or treatment are considered normal sick leave upon certification by a registered dental surgeon or Government dental officer. Inform your manager and HR of your absence, through e-mail, within the first 4 hours of the working day. On the day itself or within two (2) working days of your return from your sick leave, apply and attach your medical certificate (MC) in eHR. You do not need to submit physical copies to the Company. Taking sick leave without a valid medical certificate from a certified practitioner will be treated as absence from work. Absence period will be treated as unpaid leave

### 3.1.10. Maternity Leave & Maternity allowance (Applicable for Female Employees)

Employees are entitled to ninety-eight (98) days of paid maternity leave (supported with doctor's letter confirming the due date) and receive the usual monthly salary if:

- a. cover under Employment Act 1955;
- b. the employee who has completed not less than ninety (90) continuous days of employment with the Company
- c. the employee must be employed within the four (4) months before confinement;
- d. no more than five (5) births of children;
- e. they are lawfully married to the child's father;
- f. notify the Company at least two (2) months' notice before going on maternity leave and inform the Company as soon as possible of their delivery. Otherwise, the maternity allowance will be suspended during maternity leave, unless there is a good reason for not giving the notice and;
- g. maternity leave must not commence earlier than 30 days before the due date and/or later than the due date.

### 3.1.11. Paternity Leave (Applicable for Male Employees only)

As a working father, employees are entitled to Paid Paternity Leave of seven (7) days for each new birth if employees meet the following requirements:

- a. cover under Employment Act 1955;
- b. they are lawfully married to the child's mother;
- c. no more than five (5) births of children regardless of the number of marriages/ spouses;
- d. inform the Company at least thirty (30) days' notice prior to the expected due date;
- e. they have served the Company for a continuous period of at least 12 months.

### 3.1.12. Marriage Leave

Confirmed employees will be granted three (3) days of marriage leave for their first legal marriage. Employees are required to forward a copy of their marriage certificate and **wedding**

invitation to the HR Department as documentary proof. Marriage leave must be utilised within six (6) months from the date of marriage.

### 3.1.13. Compassionate Leave

Confirmed employees are entitled to three (3) working days of paid compassionate leave and such leave shall commence the day of the demise of any one of the following:

- a) Death of legal parent, spouse, or child.
- b) Death of grandparent, parent-in-law.
- c) Death of sibling.

For death occurring on a Rest Day / Public Holiday, the leave shall commence on the next working day. For an employee who is required to work on a Saturday and the death occurs on a Saturday, the leave will commence on the day itself and counted as one day compassionate leave.

The employee shall produce documentary evidence such as a death certificate upon returning to work.

### 3.1.14. Study / Exam Leave

- Each staff is entitled to maximum 3 days of paid Study/Exam Leave every calendar year
- Staff will have to apply for Annual Leave if they require more than 3 days
- Unused leave will be forfeited and cannot be brought forward or encashed
- Only full-time employees who have passed probation is eligible
- The study/exam must be relevant and/or related to their field of work
- Each leave application must be submitted at least 2 weeks before study/exam commencement, supported with the following:
  - Email approval from immediate Manager/Supervisor
  - Confirmation of study/exam registration
  - Lesson/exam schedule that tally with the dates of leaves applied

### 3.1.15. Long Term Illness

If an employee is sick but has used up all their sick leave, the Company will:

- allow the employee to go on extended no-pay leave for an agreed period.
- make other working arrangements that are acceptable to both parties, such as re-assigning duties.
- obtain a medical assessment of whether the employee can continue working.

If a doctor certifies that the employee is unfit to continue working, the Company can terminate their services after giving due notice or pay in lieu of notice.

### 3.1.16. Off-in-lieu

If the employee is requested by the manager to work on a rest day, he/she will be entitled for off-in-lieu as follows:

Number of Hours Worked	Time off
------------------------	----------

Less than 3 hours	None
Less than 6 hours but more than 3 hours	Half-day
6 or more hours	Full day

Off-in-lieu must be approved by the manager and to be used before Annual Leaves. It must be utilised within 6 months of the credited day and cannot be carried forward after 6 months or to the next calendar year.

### 3.1.17. Leave Application

All leave types except sick leave and compassionate leave

All leave applications must be submitted in eHR at least fourteen (14) days in advance and approval shall be at the discretion of the direct supervisor/company (subject to company business needs). Leaves must be approved by direct supervisor in eHR system before commencement of leaves. Unauthorised leave will be treated as absence from work without approval. Absence period will be treated as unpaid leave.

#### Sick Leave

Employees must notify their respective supervisor and HR of their absence, through e-mail, within the first 4 hours of the working day. On the day itself or within two (2) working days upon return to work, employees are required to apply and attach the medical certificate (MC) in eHR. Physical copies of medical certificates (MC) are not required. Taking sick leave without a valid medical certificate from a certified practitioner will be treated as absence from work. Absence period will be treated as unpaid leave.

#### Compassionate Leave

Employees must notify their respective supervisor and HR of the passing of a family member via e-mail. On the day itself or upon return to work, employees are required to apply for compassionate leave and attach the death certificate or any other relevant documentary evidence in eHR.

## 4. Employee Benefits

### 4.1. Out-Patient Treatment

Employees are entitled to **Great Eastern** corporate insurance for outpatient or hospital visits. All non-panel Out-Patient or hospital claims should be submitted through the **Great Eastern Life portal**.

The user guide for **Great Eastern** corporate insurance is available at: [https://drive.google.com/drive/folders/1pgGkdKZW2-YSEFpBsbu\\_t5Pix39KyYCW?usp=sharing](https://drive.google.com/drive/folders/1pgGkdKZW2-YSEFpBsbu_t5Pix39KyYCW?usp=sharing)

### 4.2. Complimentary Subscription

Refer to Global Benefits Policy at

[https://docs.google.com/document/d/1EJKC6ddgg\\_4K3QKBAeitOb-YS7le3E2q/edit?usp=sharing&oid=104844259440168244865&rtpof=true&sd=true](https://docs.google.com/document/d/1EJKC6ddgg_4K3QKBAeitOb-YS7le3E2q/edit?usp=sharing&oid=104844259440168244865&rtpof=true&sd=true)

### 4.3. Family Discount

Refer to Global Benefits Policy at

[https://docs.google.com/document/d/1EJKC6ddgg\\_4K3QKBAeitOb-YS7le3E2q/edit?usp=sharing&oid=104844259440168244865&rtpof=true&sd=true](https://docs.google.com/document/d/1EJKC6ddgg_4K3QKBAeitOb-YS7le3E2q/edit?usp=sharing&oid=104844259440168244865&rtpof=true&sd=true)

### 4.4. Team-Bonding Quarterly Budget

All departments are entitled to a quarterly team-bonding budget of **\$20** per pax.

Applicant will be required to submit a [Team-Bonding Request Form](#) and have respective HOD approval before the commencement of the event.

You may refer to Global Benefits Policy at:

[https://docs.google.com/document/d/1EJKC6ddgg\\_4K3QKBAeitOb-YS7le3E2q/edit?usp=sharing&oid=104844259440168244865&rtpof=true&sd=true](https://docs.google.com/document/d/1EJKC6ddgg_4K3QKBAeitOb-YS7le3E2q/edit?usp=sharing&oid=104844259440168244865&rtpof=true&sd=true)

After the event, Applicant must submit the food/event receipt for reimbursement and attach the Team-Bonding Request Form approval for claim submission. For more details, please refer to [Finance Policies and Processes](#)

### 4.5. Professional Membership Subscriptions

Employees can claim for their Professional Membership, up to a maximum of SGD1,000 per calendar year. This will be subjected to the approval of the management.

### 4.6. Transport Claims

Employees can claim transport if they have worked a minimum overtime of two (2) hours or for official business. Sales teams refer to the Sales Playbook for their transportation policies.

- claim transport before 7am and/or after 10pm travel expense incurred when travelling between home and designated work location.

## 5. Personal Data & Privacy

### 5.1. Compliance with the Personal Data Protection Act

The Company respects the privacy of its employees and shall collect and handle personal data of employees in compliance with the requirements of the Personal Data Protection Act 2010 of Malaysia. Consent is also required before this data is shared with third parties. A bilingual (in English and Bahasa Malaysia) employee consent/notice document is required.

### 5.2. Purposes of Use of Personal Data

By providing personal data to the Company, you have deemed consent that the personal data collected for the purpose of employment and during employment shall be used or disclosed for the following purposes necessary for managing or terminating the employment relation including: -

- a. Evaluative purpose to include other companies within the same Group, amongst others, assessment of an individual's suitability for a job, for promotion, transfer, retirement or for removal from office.
- b. Using employee's bank account details to disburse salaries and other arrears payments.
- c. Monitoring the employee's use of company computer network resources including internet communications such as web and email traffic into and out of its domains.
- d. Disclosing the employee's data to the Inland Revenue Board, EPF/KWSP, SOSCO/EIS and other relevant authorities for the purposes of settling tax and EPF payment issues, necessary in the national interest or as required by Laws.
- e. Disclosing to authorised employees and third parties for administrative purposes of arranging employee insurances, employee/door access passes, company newsletters, external auditing, training, office security and other business or employment related purposes.
- f. Responding to an emergency threatening the life, health or safety of an employee.

## 6. Employee Conduct

### 6.1. Conduct and Responsibilities

#### 6.1.1. Working Hours

Employees are to abide by the working hours stipulated by the Company.

#### 6.1.2. Flexible Working Arrangement

In accordance with the Employment Act 1955, employees have the right to request for flexible working arrangement and this includes work from home (WFH). However, the Company reserves the right to approve or reject such requests at its sole discretion, based on business needs.

All requests must be submitted via email to the direct supervisor and CC HR Department at least three (3) days in advance. Approval must be obtained before the start of the flexible working arrangement period. Unauthorised flexible working arrangements may result in disciplinary action.

#### 6.1.3. Attire

All employees should use discretion in wearing attire that is appropriate for the office and customer interaction. All employees' appearance should be neat and suitable for conducting business, particularly employees who need to meet up with customers and business partners. Employees are also expected to be well mannered in all dealings with fellow colleagues and customers alike.

These dress code rules always apply:

- a. All employees must be clean and well-groomed. Grooming styles dictated by religion and ethnicity are not restricted.
- b. All clothes must be work-appropriate and must project professionalism.
- c. Employees must avoid clothes with stamps that are offensive or inappropriate.

#### 6.1.4. Damage and Loss of Equipment and Properties

The Employee shall ensure that all equipment and properties in his/her possession provided by the Company during work are handled with care. In the event there is damage to or loss of equipment/property, the full replacement costs of these properties shall be borne by the Employee.

Replacement/repair costs may be waived with valid reasons, subject to approval from management. Employees must have the damage assessments done at professional repair shops.

#### 6.1.5. Misconduct

Misconduct is the failure to fulfill the conditions of employment in the contract of service. Examples include smoking / vaping inside the office, theft, dishonesty, disorderly or immoral conduct at work, and insubordination.

In accordance with the Employment Act 1955 Section 14, if an employee has committed an act of misconduct, the Company will conduct an inquiry before deciding whether to dismiss an employee or to take other forms of disciplinary action.

the Company may suspend the employee from work during an inquiry. The suspension period will not exceed two (2) weeks and the employee will be paid at least half their salary during the suspension.

If the inquiry establishes a case of misconduct, the Company may do one of the following:

- Instantly downgrade the employee.
- Instantly suspend the employee from work not less than half the wages, for not more than 2 weeks.
- Terminate employment without notice, and no salary in lieu of notice will be paid.
- Or impose any other lesser punishment as the Company deem just and fit.

If no misconduct is found, the Company will restore the full amount of any salary that was withheld during the suspension period.

### 6.1.6. Absence Without Leave

In accordance with the Employment Act 1955, absences exceeding two (2) consecutive working days without prior authorisation from the Company will be considered an indication of intent to abandon employment. Such actions may result in disciplinary measures, including termination of employment, and will be regarded as a violation of Company policy.

### 6.1.7. Gifts & Bribery Policy

#### Purpose:

The purpose of this policy is to establish clear guidelines regarding the giving and receiving of gifts, hospitality, and other benefits in order to maintain integrity and transparency in all company dealings. Our company is committed to operating in compliance with all relevant anti-bribery and anti-corruption laws.

#### Scope:

All employees, contractors, and third-party representatives working on behalf of the company.

#### Policy:

- Employees are strictly prohibited from accepting or offering gifts, entertainment, or favours that could be perceived as bribes or undue influence.
- Nominal gifts (e.g., branded merchandise, souvenirs) are permissible only if they have received prior approval from the CEO.
- Any gifts or entertainment received or offered must be declared to the immediate supervisor and HR (my.hr@geniebook.com) by e-mail for transparency.
- Employees must report any offers or suspicions of bribery or undue influence to the HR (my.hr@geniebook.com) by e-mail immediately.

#### Reporting Requirements:

##### a. Receiving Gifts Without Prior Information

If an employee suddenly receives a gift from an external party without prior information, they must report this immediately via e-mail or google form to HR and Immediate supervisor. The e-mail should include:

- A photo of the gift
- Information about the party that provided the gift

##### b. Receiving Gift Offers

Employees who receive offers from external parties to send gifts must obtain prior approval from their immediate supervisor and HR via e-mail before giving consent. Once the goods are received, they must be reported back to HR and the supervisor via e-mail or google form. The e-mail should include:

- A photo of the gift

- Information about the party that provided the gift

#### **Consequences of Policy Violation:**

Any employee found to be in violation of this policy may face disciplinary action, up to and including termination of employment. Legal action may also be pursued if appropriate.

### **6.1.8. Sexual Harassment Policy**

#### **Purpose:**

This policy establishes a clear framework for preventing, addressing, and resolving issues related to sexual harassment in the workplace. Our company is committed to creating a safe and respectful work environment for all employees, contractors, and third-party representatives.

#### **Scope:**

All employees, contractors, interns, and third parties working with or on behalf of the company, regardless of their role or seniority

#### **Policy:**

Sexual harassment is strictly prohibited in the workplace. It includes unwelcome sexual advances, requests for sexual favours, or other verbal, non-verbal, or physical conduct of a sexual nature that creates an intimidating, hostile, or offensive work environment. Examples include, but are not limited to:

- Unwanted touching or physical contact.
- Inappropriate comments, jokes, or gestures of a sexual nature.
- Displaying sexually explicit materials.
- Pressure for dates or sexual activities.

#### **Reporting Sexual Harassment:**

1. Employees who experience or witness sexual harassment should:
  - a. Report the incident to HR.
  - a. Reports should include:
    - A description of the incident.
    - Names of those involved and any witnesses.
    - The date, time, and location of the incident
    - Evidence
  - c. Use the confidential reporting channel, if available, for anonymity. (*we don't have it yet*)
0. All reports will be taken seriously and investigated promptly, thoroughly, and confidentially. Retaliation against individuals who report or participate in investigations is strictly prohibited.

#### **Handling Reports:**

- All reports will be treated confidentially to the extent possible and will be investigated promptly and thoroughly.
- The HR department will ensure that a fair and unbiased investigation is conducted.
- Retaliation against individuals who report incidents of harassment in good faith is strictly prohibited.

#### **Consequences of Policy Violation:**

- Any employee found to have engaged in sexual harassment will face disciplinary action, up to and including termination of employment. Legal action may also be pursued when appropriate.
- False reporting of sexual harassment, made with malicious intent, will also result in disciplinary action.

## **6.2. Obligations to the Company**

### **6.2.1. Involvement in Outside Companies**

During the period of employment, employees are not allowed to engage in any work or employment by any other company whatsoever unless they have received written approval from the Company.

### **6.2.2. Confidential/ Proprietary Information**

Employees must not release any confidential information (such as student data), offer comments relating to Company business or the affairs of the customers and other employees to external parties during and after their employment with the Company.

## 7. Obligations to the Company after Separation

### 7.1. Non-Competition

You shall not, without prior written consent of the Company, directly or indirectly own, manage, operate, or be employed by or affiliated with a “competing business” in any manner, whether you are compensated or not. This shall apply for the length of your employment and for one (1) year thereafter.

### 7.2. Non-Solicitation

You shall not, without prior written consent of the Company, attempt to solicit or entice:

- Any member of the Company or its affiliates who is, or was, employed by or consulting with Geniebook Malaysia Sdn Bhd; and/or
- Any person or entity who is or was a customer or client (or reasonably anticipated to become a customer or client) of any member of Geniebook Malaysia Sdn Bhd directly, indirectly or through any other party to solicit business or to join a competing Company/business.

### 7.3. Inventions

- Any and all inventions, specifications, reports and information or data prepared, developed, obtained or assembled during your employment shall become the property of the Company.
- Inventions shall include any and all intellectual property rights associated with the Work Product and all documents and instruments evidencing or relating to such rights.

### 7.4. Certain Remedies

In the event of any such breach of any of the conditions in this Handbook which may result in material and irreparable injury to the Company or its affiliates the Company and its affiliates shall be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, in addition to any and all legal remedies available to the Company in accordance with the laws of Malaysia.

## 8. E-Policy

### 8.1. E-mail usage

The use of e-mail services for purposes constituting a clear conflict of the interests of the Company is expressly prohibited. Confidential or Company proprietary information shall not be sent by e-mail unless approval is obtained from the Company's Management in writing. All e-mails created and stored on the Company's computers or networks remains under the property of the Company and is not considered private. The Company reserves the right to access an employee's e-mail at any time. Messages can be monitored to ensure that the e-mail policy is being adhered to.

You may not utilise the Company's e-mail to participate in chain letters or "get-rich" schemes, flooding, or spamming. Sending and/or forwarding of e-mails with obscene, pornographic, threatening, or harassing material or tone is strictly prohibited. The use of e-mail to facilitate the conduct of a private commercial purpose is not permitted.

Violation of the e-mail usage policy will result in disciplinary action which could result in termination of employment.

### 8.2. Unsolicited E-mail

If you receive unsolicited e-mail, there are several general steps that you should follow:

- Send a reply to the originator requesting they (a) stop sending unsolicited material and (b) remove your name and address from their mailing list(s).
- If you continue to receive unsolicited e-mail, please seek assistance from HR.

### 8.3. Social Media Policy

The Company expects its employees to maintain a certain standard of behaviour when using social media for work or personal purposes.

For the purposes of this policy, the following definitions apply:

Social Media includes all internet-based publishing technologies. Most forms of social media are interactive, allowing authors, readers, and publishers to connect and interact with one another. The published material can often be accessed by anyone. Forms of social media include, but are not limited to, social or business networking sites (i.e. Facebook, LinkedIn), video and/or photo sharing websites (i.e. YouTube, Flickr), business/corporate and personal blogs, micro-blogs (i.e. Twitter), chat rooms and forums and/or Social Media.

#### 8.3.1. Professional Use of Social Media

This policy applies to all employees, contractors and sub-contractors of the Company who contribute to or perform duties such as:

- maintaining a profile page for the Company on any social or business networking site (including, but not limited to LinkedIn, Facebook or Twitter);
- making comments on such networking sites for and on behalf of the Company;
- writing or contributing to a blog and/or commenting on other people's or business' blog posts for and on behalf of the Company; and/or
- posting comments for and on behalf of the Company on any public and/or private web-based forums or message boards or other internet sites.

No employee, contractor or sub-contractor of the Company is to engage in social media as a representative or on behalf of the Company unless they first obtain the Company's written approval.

If any employee, contractor, or sub-contractor of the Company is directed to contribute to or participate in any form of social media-related work, they are to always act in a professional manner and in the best interests of the Company.

All employees, contractors and sub-contractors of the Company must ensure they do not communicate any:

- confidential Information relating to the Company or its clients, business partners or suppliers;
- material that violates the privacy or publicity rights of another party; and/or
- information, (regardless of whether it is confidential or public knowledge), about clients, business partners or suppliers of the Company without their prior authorisation or approval to do so; on any social or business networking sites, web-based forums or message boards, or other internet sites.

Confidential Information includes any information in any form relating to the Company and related bodies, clients, or businesses, which is not in the public domain.

### **8.3.2. Private / Personal Use of Social Media**

The Company acknowledges its employees, contractors and sub-contractors have the right to contribute content to public communications on websites, blogs and business or social networking sites not operated by the Company. However, inappropriate behaviours on such sites have the potential to cause damage to the Company, as well as its employees, clients, business partners and/or suppliers.

For this reason, all employees, contractors, and sub-contractors of the Company must agree to not publish any material, in any form, which identifies themselves as being associated with the Company or its clients, business partners or suppliers.

All employees, contractors and sub-contractors of the Company must also refrain from posting, sending, forwarding, or using, in any way, any inappropriate material including but not limited to material which:

- is intended to (or could possibly) cause insult, offence, intimidation or humiliation to the Company or its clients, business partners or suppliers;
- is defamatory or could adversely affect the image, reputation, viability or profitability of the Company, or its clients, business partners or suppliers; and/or
- contains any form of Confidential Information relating to the Company, or its clients, business partners or suppliers.

All employees, contractors and sub-contractors of the Company must comply with this policy. Any breach of this policy will be treated as a serious matter and may result in disciplinary action including termination of employment or (for contractors and sub-contractors) the termination or non-renewal of contractual arrangements.

Other disciplinary action that may be taken includes, but is not limited to, issuing a formal warning, directing people to attend mandatory training, suspension from the workplace and/or permanently or temporarily denying access to all or part of the Company's computer network.

## **8.4. Violation of E-Policy**

Violation of the terms contained within the E-Policy shall result in swift and severe disciplinary action, including, but not limited to, termination of employment. Some offences may be actionable in a court of law.