

**PRIVATE & CONFIDENTIAL**

Dear \_\_\_\_\_,

**PERMANENT EMPLOYEE OFFER LETTER**

We are \_\_\_\_\_ to offer you the \_\_\_\_\_ as \_\_\_\_\_ on a full \_\_\_\_\_ basis, \_\_\_\_\_ to the \_\_\_\_\_ terms and conditions of \_\_\_\_\_ with \_\_\_\_\_.

This offer is valid until \_\_\_\_\_.

\_\_\_\_\_ your \_\_\_\_\_, this offer is \_\_\_\_\_ to a satisfactory \_\_\_\_\_ medical \_\_\_\_\_ by the Company's \_\_\_\_\_ doctor, the \_\_\_\_\_ of which \_\_\_\_\_ be \_\_\_\_\_ by the \_\_\_\_\_. Upon \_\_\_\_\_ acceptance \_\_\_\_\_ the offer, you will be \_\_\_\_\_ with the \_\_\_\_\_ of the \_\_\_\_\_ doctor. In the \_\_\_\_\_ that you are \_\_\_\_\_ employed, \_\_\_\_\_ do not \_\_\_\_\_ from \_\_\_\_\_ current \_\_\_\_\_ until you have \_\_\_\_\_ the medical \_\_\_\_\_.

There is a \_\_\_\_\_ period of \_\_\_\_\_ which may be \_\_\_\_\_ at the \_\_\_\_\_ of the Company. \_\_\_\_\_ such period of \_\_\_\_\_, either party may \_\_\_\_\_ this \_\_\_\_\_ with the \_\_\_\_\_ of a 24 \_\_\_\_\_ notice.

\_\_\_\_\_ note the following attached \_\_\_\_\_ :-

- 2 copies of the Terms and Conditions of Hire to be \_\_\_\_\_ and \_\_\_\_\_ to HR the copy \_\_\_\_\_ "HR".

If you require \_\_\_\_\_ on this offer of \_\_\_\_\_, please contact \_\_\_\_\_ (Contact no.: \_\_\_\_\_ / email: \_\_\_\_\_) in the Human Resource \_\_\_\_\_.

Yours sincerely,

\_\_\_\_\_

I, \_\_\_\_\_ (NRIC/Passport No. : \_\_\_\_\_) do hereby \_\_\_\_\_ and accept the \_\_\_\_\_ offer and the \_\_\_\_\_ and conditions \_\_\_\_\_ herein. I also \_\_\_\_\_ that I have \_\_\_\_\_ the Employee Handbook, \_\_\_\_\_ Ethics \_\_\_\_\_ and Health, \_\_\_\_\_ & Environment Policy and \_\_\_\_\_ to abide by its \_\_\_\_\_ and \_\_\_\_\_. I shall report to work on the employment \_\_\_\_\_ date.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name :

# TERMS AND CONDITIONS OF EMPLOYMENT

This is made on between (Company Reg. No.: ) at  
(the " ") and (NRIC/Passport No.: )

**WHEREAS** the Company to employ the on a permanent and the wishes to accept such on the terms and conditions out below.

## IT IS HEREBY AGREED AS FOLLOWS:

### 1 POSITION

The Employee is a position as . The will commence effective on

The shall report to .

### 2 MEDICALLY FIT TO WORK

The is expected to be fit for work. There is coverage for the .

The Contractor and family member(s) are under a and Medical .

### 3 MONTHLY BASIC SALARY AND ALLOWANCES

The monthly basic salary of the is **Ringgit Malaysia**. All salary increases, and promotions, if any, will be at the sole of the . The of any shall be to such statutory as may be in with applicable in force from time to time, deductions for .

The salary be paid into the designated account on or the of every .

The is entitled to the following claimable subject to the of proper receipts or other of such .

3.1 petrol up to Ringgit Malaysia per month;

3.2 travel up to Ringgit Malaysia

3.3 bill allowance up to Ringgit Malaysia

The Employee is also to medical/ dental up to Ringgit Malaysia per year subject to the of proper receipts or other evidence of such expenditure.

### 4 HOURS OF WORK

The hours of work are 00:05 to 00:05 Mondays to Fridays, with one for lunch from 00:45 to 04:56.

The may be required to beyond these hours for the performance of his and/or as by the of the Company's .

### 5 INCOME TAX

The Company make statutory for of income tax as by the of Malaysia on the and as for under relevant tax legislation.

### 6 EMPLOYEES PROVIDENT FUND (EPF) AND CONTRIBUTION TO SOCIAL SECURITY ORGANISATION FUND (SOCSO)

The Company will make employer's to the EPF and SOCSO at the statutory as required under the Act 1991 ("EPF Act") and the Employees' Social Security Act 1969 ("ESS Act"). The will also employee's from the

monthly salary of the \_\_\_\_\_, at the \_\_\_\_\_ statutory rates as \_\_\_\_\_ under the EPF Act and the ESS Act.

## 7 LEAVE/ PUBLIC HOLIDAYS

7.1 Upon \_\_\_\_\_ the \_\_\_\_\_ letter from the \_\_\_\_\_ on \_\_\_\_\_ the \_\_\_\_\_ period, the \_\_\_\_\_ will be entitled to \_\_\_\_\_ days of paid \_\_\_\_\_ leave per \_\_\_\_\_ year. \_\_\_\_\_ written approval of the \_\_\_\_\_ must first be \_\_\_\_\_ taking any \_\_\_\_\_ leave. Any \_\_\_\_\_ leave can be \_\_\_\_\_ with the \_\_\_\_\_ of the \_\_\_\_\_.

7.2 Upon \_\_\_\_\_ the \_\_\_\_\_ letter \_\_\_\_\_ the \_\_\_\_\_ on passing the \_\_\_\_\_ period, the \_\_\_\_\_ will be entitled to \_\_\_\_\_ hundred and \_\_\_\_\_ days of \_\_\_\_\_ sick leave, provided that a medical \_\_\_\_\_ from a \_\_\_\_\_ medical practitioner \_\_\_\_\_ the \_\_\_\_\_ period should be \_\_\_\_\_ to the Company. The \_\_\_\_\_ shall also be \_\_\_\_\_ to \_\_\_\_\_ leave of \_\_\_\_\_ days per \_\_\_\_\_ year shall include the sick \_\_\_\_\_ already \_\_\_\_\_ for that calendar \_\_\_\_\_.

7.3 Where the \_\_\_\_\_ is a \_\_\_\_\_, the \_\_\_\_\_ shall be entitled to \_\_\_\_\_ leave in accordance with the \_\_\_\_\_.

7.4 The \_\_\_\_\_ will be entitled to all \_\_\_\_\_ Public \_\_\_\_\_ observed by the \_\_\_\_\_ in the \_\_\_\_\_ where the Employee is \_\_\_\_\_.

## 8 PLACE OF PERFORMANCE OF WORK

The \_\_\_\_\_ shall perform her \_\_\_\_\_ at the office of the \_\_\_\_\_ or any other \_\_\_\_\_ as directed by the \_\_\_\_\_.

## 9 CONFIDENTIAL INFORMATION

The Employee \_\_\_\_\_ to \_\_\_\_\_ a confidentiality \_\_\_\_\_ in the format \_\_\_\_\_ herewith in \_\_\_\_\_ B. " \_\_\_\_\_ " referred to in \_\_\_\_\_ confidentiality \_\_\_\_\_ shall \_\_\_\_\_, without \_\_\_\_\_, any secrets, \_\_\_\_\_ information, \_\_\_\_\_ tender \_\_\_\_\_, methods, \_\_\_\_\_ of \_\_\_\_\_, financial proposals, \_\_\_\_\_, financial \_\_\_\_\_ and/or any other \_\_\_\_\_ that is \_\_\_\_\_ to be of \_\_\_\_\_ in \_\_\_\_\_ by the \_\_\_\_\_.

## 10 BUSINESS ETHICS AND HEALTH, SAFETY & ENVIRONMENT

The Employee is \_\_\_\_\_ to comply with the \_\_\_\_\_ Business Ethics \_\_\_\_\_ and Health, \_\_\_\_\_ & \_\_\_\_\_ ("HSE") Policy, \_\_\_\_\_ such as \_\_\_\_\_ of interest, \_\_\_\_\_ and \_\_\_\_\_, and \_\_\_\_\_ outside \_\_\_\_\_. The Employee's \_\_\_\_\_ on the \_\_\_\_\_ letter will \_\_\_\_\_ that the \_\_\_\_\_ has read the attached copy of the \_\_\_\_\_ Ethics Policy and \_\_\_\_\_ Policy and \_\_\_\_\_ to its \_\_\_\_\_.

## 11 PERMIT TO WORK

The Employee \_\_\_\_\_ and \_\_\_\_\_ that she is permitted to \_\_\_\_\_ in \_\_\_\_\_ and has the \_\_\_\_\_ permit. The \_\_\_\_\_ is not expected nor \_\_\_\_\_ to apply for a work \_\_\_\_\_ for the \_\_\_\_\_.

## 12 APPLICABLE LAWS

This \_\_\_\_\_ be \_\_\_\_\_ and shall have \_\_\_\_\_ in all respects \_\_\_\_\_ to the \_\_\_\_\_ of Malaysia.

## 13 TERMINATION OF EMPLOYMENT

### 13.1 By notice

Upon the \_\_\_\_\_ of \_\_\_\_\_ after the \_\_\_\_\_ period, either the \_\_\_\_\_ or the \_\_\_\_\_ may \_\_\_\_\_ this Contract \_\_\_\_\_ assigning \_\_\_\_\_ reasons whatsoever by \_\_\_\_\_ the other party \_\_\_\_\_ days prior written \_\_\_\_\_ or payment of \_\_\_\_\_ days salary in lieu of the written notice.

### 13.2 For Cause

\_\_\_\_\_ any other \_\_\_\_\_ of this \_\_\_\_\_, the \_\_\_\_\_ may, \_\_\_\_\_ the \_\_\_\_\_ employment \_\_\_\_\_ at any time and \_\_\_\_\_ prior notice or \_\_\_\_\_ in lieu of \_\_\_\_\_, for \_\_\_\_\_ cause \_\_\_\_\_ but not \_\_\_\_\_ to the \_\_\_\_\_ grounds: -

13.2.1 theft, \_\_\_\_\_ or breach of \_\_\_\_\_ towards the \_\_\_\_\_;

13.2.2 the \_\_\_\_\_ being directly or \_\_\_\_\_, without the prior \_\_\_\_\_ consent of the \_\_\_\_\_, engaged or had \_\_\_\_\_ in any work or \_\_\_\_\_ which may be \_\_\_\_\_ as in \_\_\_\_\_ with the \_\_\_\_\_ interest; or

- 13.2.3 the Employee \_\_\_\_\_ in \_\_\_\_\_ of his obligations for \_\_\_\_\_ with the \_\_\_\_\_ ; or
- 13.2.4 the Employee \_\_\_\_\_ incapacitated by \_\_\_\_\_ or \_\_\_\_\_ and/or be unable to \_\_\_\_\_ his \_\_\_\_\_ under this \_\_\_\_\_. For the \_\_\_\_\_ of this sub-clause \_\_\_\_\_ " shall \_\_\_\_\_ being \_\_\_\_\_ consecutive \_\_\_\_\_ ; or
- 13.2.5 the \_\_\_\_\_ being \_\_\_\_\_ having \_\_\_\_\_ any act of \_\_\_\_\_ whether or \_\_\_\_\_ in the \_\_\_\_\_ of his \_\_\_\_\_ or the \_\_\_\_\_ has acted in a \_\_\_\_\_ which in the \_\_\_\_\_ of the \_\_\_\_\_ is \_\_\_\_\_ to bring the \_\_\_\_\_, its affiliates, \_\_\_\_\_ or \_\_\_\_\_ companies ("**Affiliates**") or \_\_\_\_\_ into \_\_\_\_\_, \_\_\_\_\_ or not \_\_\_\_\_ act is directly to the \_\_\_\_\_ or business of the \_\_\_\_\_ ; or
- 13.2.6 the \_\_\_\_\_ having \_\_\_\_\_ himself and/or \_\_\_\_\_ to disclose his \_\_\_\_\_ in any \_\_\_\_\_, dishonest or \_\_\_\_\_ activities, \_\_\_\_\_ any \_\_\_\_\_ activity \_\_\_\_\_ may \_\_\_\_\_ an \_\_\_\_\_ either in \_\_\_\_\_ or in the \_\_\_\_\_ of his last \_\_\_\_\_ ; or
- 13.2.7 the \_\_\_\_\_ is \_\_\_\_\_ to have \_\_\_\_\_ an \_\_\_\_\_ whether in \_\_\_\_\_, \_\_\_\_\_ in the \_\_\_\_\_ of the \_\_\_\_\_ is likely to \_\_\_\_\_ the \_\_\_\_\_ into \_\_\_\_\_, \_\_\_\_\_ or not \_\_\_\_\_ act is directly \_\_\_\_\_ to the affairs or \_\_\_\_\_ of the \_\_\_\_\_ ; or
- 13.2.8 the \_\_\_\_\_ is \_\_\_\_\_ a \_\_\_\_\_ or is in a state of \_\_\_\_\_ embarrassment which in the \_\_\_\_\_ of the \_\_\_\_\_ renders the Employee \_\_\_\_\_ to \_\_\_\_\_ in \_\_\_\_\_ ; or
- 13.2.9 the Employee \_\_\_\_\_ any \_\_\_\_\_ breach of Company's \_\_\_\_\_, or of any of \_\_\_\_\_ and conditions \_\_\_\_\_ ; or
- 13.2.10 the \_\_\_\_\_ no \_\_\_\_\_ being able to \_\_\_\_\_ work in \_\_\_\_\_.

#### 14 GENERAL CONDITIONS

- 14.1 The \_\_\_\_\_ shall \_\_\_\_\_ with all \_\_\_\_\_ policies, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ amended \_\_\_\_\_ time to time.
- 14.2 The \_\_\_\_\_ shall be \_\_\_\_\_ to set off against any \_\_\_\_\_ or other \_\_\_\_\_ payable by the \_\_\_\_\_ to the \_\_\_\_\_, any monies \_\_\_\_\_ or \_\_\_\_\_ by the \_\_\_\_\_ to the \_\_\_\_\_.
- 14.3 For the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ used herein \_\_\_\_\_ the \_\_\_\_\_ gender shall be deemed to include the \_\_\_\_\_ gender and vice \_\_\_\_\_.
- 14.4 In the \_\_\_\_\_ that any \_\_\_\_\_ of this Contract \_\_\_\_\_ be \_\_\_\_\_ or \_\_\_\_\_ for \_\_\_\_\_ reason \_\_\_\_\_, the \_\_\_\_\_ or \_\_\_\_\_ of such \_\_\_\_\_ not operate to invalidate the \_\_\_\_\_ of the \_\_\_\_\_, each clause and \_\_\_\_\_ of this \_\_\_\_\_ being \_\_\_\_\_ as a \_\_\_\_\_ and divisible \_\_\_\_\_.

#### 15 RETIREMENT AGE

The \_\_\_\_\_ hereby \_\_\_\_\_ that his \_\_\_\_\_ will \_\_\_\_\_ terminate on the \_\_\_\_\_ on which he \_\_\_\_\_ the age of \_\_\_\_\_ or such \_\_\_\_\_ age as \_\_\_\_\_ by the then \_\_\_\_\_ law \_\_\_\_\_ the \_\_\_\_\_ for \_\_\_\_\_ to be \_\_\_\_\_ to the \_\_\_\_\_ by the \_\_\_\_\_.

#### 16 PROBATION PERIOD

There is a \_\_\_\_\_ period of \_\_\_\_\_. At the \_\_\_\_\_ of the \_\_\_\_\_, the \_\_\_\_\_ will be \_\_\_\_\_ a \_\_\_\_\_ letter to \_\_\_\_\_ his \_\_\_\_\_ or to extend the \_\_\_\_\_ period. The \_\_\_\_\_ reserves the right to \_\_\_\_\_ the probation \_\_\_\_\_ and will \_\_\_\_\_ the \_\_\_\_\_ notice of \_\_\_\_\_. During the \_\_\_\_\_ period, \_\_\_\_\_ either party may \_\_\_\_\_ the \_\_\_\_\_ by giving the \_\_\_\_\_ a 24 \_\_\_\_\_ notice.

#### 17 PERSONAL DATA PROTECTION

In applying for \_\_\_\_\_ role \_\_\_\_\_ in the \_\_\_\_\_ of the \_\_\_\_\_, the \_\_\_\_\_ will provide his \_\_\_\_\_ data and the \_\_\_\_\_ data of his \_\_\_\_\_ to the \_\_\_\_\_. By \_\_\_\_\_ the \_\_\_\_\_ to this offer of \_\_\_\_\_, the \_\_\_\_\_ is explicitly \_\_\_\_\_ to the Company \_\_\_\_\_ his \_\_\_\_\_ data, \_\_\_\_\_ any sensitive \_\_\_\_\_ data \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ the employment \_\_\_\_\_ with the \_\_\_\_\_. For more \_\_\_\_\_, please \_\_\_\_\_ to the \_\_\_\_\_ Data \_\_\_\_\_ Notice for \_\_\_\_\_ by the Human \_\_\_\_\_ Department.

**18 ENTIRE AGREEMENT**

This Contract \_\_\_\_\_ all prior \_\_\_\_\_, negotiations, \_\_\_\_\_ and \_\_\_\_\_. No revision or \_\_\_\_\_ of the terms and \_\_\_\_\_ of this \_\_\_\_\_ is \_\_\_\_\_ unless \_\_\_\_\_ to in \_\_\_\_\_ and \_\_\_\_\_ by the parties. \_\_\_\_\_ this, the Employee's \_\_\_\_\_ will be \_\_\_\_\_ to other \_\_\_\_\_, rules and \_\_\_\_\_ that may be in \_\_\_\_\_ by the \_\_\_\_\_ from time to \_\_\_\_\_ and as may be made to the \_\_\_\_\_.

Signed for and on behalf of

Signed by Employee

\_\_\_\_\_  
Name:

Position:

Date:

Witnessed by:

\_\_\_\_\_  
Name:

Date:

Witnessed by:

\_\_\_\_\_  
Name:

Position:

Date:

\_\_\_\_\_  
Name:

Position:

Date:

# **APPENDIX A**

## **JOB DESCRIPTION**



# APPENDIX B

## CONFIDENTIALITY AGREEMENT

In \_\_\_\_\_ of \_\_\_\_\_ (Company Reg. No.: \_\_\_\_\_) ("the **Company**") hiring \_\_\_\_\_ (NRIC/Passport No.: \_\_\_\_\_) (the "**Employee**") in \_\_\_\_\_ with the terms of the \_\_\_\_\_ Contract dated \_\_\_\_\_ the Employee hereby \_\_\_\_\_ as follows: -

All \_\_\_\_\_ information \_\_\_\_\_ to her or to \_\_\_\_\_ she is \_\_\_\_\_ access (the "\_\_\_\_\_") shall be \_\_\_\_\_ as strictly \_\_\_\_\_ and shall not be \_\_\_\_\_ to any other \_\_\_\_\_, firm or \_\_\_\_\_.

1 All the \_\_\_\_\_ shall be \_\_\_\_\_ by the Employee only in \_\_\_\_\_ with \_\_\_\_\_ to \_\_\_\_\_ her in the \_\_\_\_\_ of her contract and not for any \_\_\_\_\_ purposes, whether \_\_\_\_\_ or otherwise.

2 That \_\_\_\_\_ confidentiality \_\_\_\_\_ in this Confidentiality \_\_\_\_\_ shall \_\_\_\_\_ at all times \_\_\_\_\_ the effective date of the \_\_\_\_\_ Contract and \_\_\_\_\_ termination of the \_\_\_\_\_.

3 That the \_\_\_\_\_ shall not (save in the \_\_\_\_\_ course of her duties) take or \_\_\_\_\_ copies of any of the \_\_\_\_\_ or \_\_\_\_\_ any other person to \_\_\_\_\_ so.

4 Upon \_\_\_\_\_ of the \_\_\_\_\_, the \_\_\_\_\_ shall \_\_\_\_\_ to the \_\_\_\_\_ all of the \_\_\_\_\_ (any \_\_\_\_\_ for it which \_\_\_\_\_ been \_\_\_\_\_) and will (if required) \_\_\_\_\_ written \_\_\_\_\_ that all such \_\_\_\_\_ has been \_\_\_\_\_.

This \_\_\_\_\_ Agreement shall be \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_ with the laws of Malaysia.

Signed for and on behalf of

Agreed By:

\_\_\_\_\_  
Name:

Position:

Date:

\_\_\_\_\_  
Name:

Date: