

PRIVATE & CONFIDENTIAL

[REDACTED]

[REDACTED]

[REDACTED]

Dear [REDACTED]

LETTER OF OFFER FOR FIXED TERM HIRE (FULL TIME)

We are [REDACTED] to offer you the position as [REDACTED] on a full time [REDACTED] for the period from [REDACTED] to [REDACTED] subject to the attached [REDACTED] of engagement with [REDACTED].

This offer is valid until [REDACTED].

Notwithstanding your [REDACTED], this offer is [REDACTED] to a satisfactory [REDACTED] medical examination by the [REDACTED] panel doctor, the [REDACTED] of which will be borne by the [REDACTED]. Upon your [REDACTED] of this offer, you will be [REDACTED] with the [REDACTED] of the [REDACTED] panel doctor. In the event that you are [REDACTED] employed, please do not resign from your current [REDACTED] until you have [REDACTED] the medical examination.

There is a [REDACTED] period of [REDACTED] months which may be [REDACTED] at the [REDACTED] of the Company. [REDACTED] such period of [REDACTED], either [REDACTED] may terminate this [REDACTED] with the provision of a [REDACTED] notice.

Kindly note the [REDACTED] attached [REDACTED] :-

- [REDACTED] of the [REDACTED] of Hire to be [REDACTED] and return to [REDACTED] the copy marked "HR".

If you require further [REDACTED] on this offer of employment, [REDACTED] contact [REDACTED] (Contact no.: [REDACTED] / email: [REDACTED]) in the Human Resource Department.

Yours sincerely

[REDACTED]

I [REDACTED] (NRIC/Passport No. : [REDACTED]) do hereby acknowledge and accept the above offer and the terms and conditions. I also acknowledge that I have read the terms and conditions. I also acknowledge that I have read the Employee Handbook and Business Ethics Policy and agree to abide by its terms and conditions. I shall report to work on the effective date stated above.

Signature: _____ Date: _____

Name [REDACTED]

TERMS AND CONDITIONS OF HIRE

This Contract is made on [redacted] between [redacted] (Company Reg. [redacted] at [redacted], [redacted] (the "Company") and [redacted] (NRIC/Passport No.: [redacted]) at [redacted] (the "Contractor").

WHEREAS the [redacted] wishes to employ the [redacted] on a [redacted] term direct hire basis and the Contractor wishes to [redacted] such hire on the [redacted] set out below.

IT IS HEREBY AGREED AS FOLLOWS:

1 POSITION

The [redacted] is [redacted] that he is being hired on a [redacted] basis to [redacted] fill an employee going on maternity leave. The [redacted] accepts the fixed term [redacted] for [redacted] as [redacted] for the term [redacted] from [redacted] to [redacted].

1.1 During this period, the [redacted] is expected to [redacted] all the functions that are reasonably to be expected of [redacted] in that role [redacted] those as set out in Appendix A.

1.2 The [redacted] shall report to the [redacted].

2 MEDICALLY FIT TO WORK

The [redacted] is expected to be medically fit for work. There is medical [redacted] covering the [redacted].

The [redacted] is covered under a Life [redacted].

The [redacted] is covered under a Hospitalization and Medical Insurance [redacted].

3 MONTHLY BASIC SALARY AND ALLOWANCES

The monthly [redacted] salary of the Contractor is [redacted] (The [redacted] of the salary shall be [redacted] to such statutory [redacted] as may be [redacted] in accordance with applicable [redacted] in force from time to time, [redacted] deductions for [redacted].

The salary will be paid into the [redacted] bank account on or about the [redacted] of every month.

The [redacted] is entitled to the [redacted] monthly claimable [redacted] subject to the [redacted] of proper receipts or other evidence of such [redacted]:

3.1 [redacted] allowance up to [redacted] per month;

3.2 [redacted] allowance up to [redacted] per month;

3.3 telephone bill allowance up to [redacted] per month.

The [redacted] is also entitled to medical/dental reimbursement up to [redacted] ([redacted]) per calendar year [redacted] to the [redacted] of proper [redacted] or other evidence of such expenditure.

4 HOURS OF WORK

The working hours are from 09:00 to 17:30 Mondays to Fridays with one hour [redacted] break from 12:30 to 13:30.

The Contractor may be [redacted] to work beyond these hours for the proper [redacted] of his duties and/or as [redacted] by the [redacted] of the [redacted] business. The Contractor is not [redacted] to any additional [redacted] for work outside the usual working hours.

The [redacted] shall be paid for overtime work [redacted] by the [redacted] at the rate of 2.0 of the Contractor's hourly rate of pay at [redacted].

5 INCOME TAX

The Company shall make statutory [redacted] for payment of income tax as [redacted] by the [redacted] of [redacted] on the [redacted] and as provided for under [redacted] income tax legislation.

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

The [redacted] will make [redacted] employer's contributions to the EPF and the SOCSO at the [redacted] rates as required under the Employees Provident Fund Act 1991 ("**EPF Act**") and the Employees' Social Security Act 1969 ("**ESS Act**"). The [redacted] will also deduct employee's [redacted] from the monthly salary of the [redacted], at the [redacted] statutory rates as [redacted] under the EPF Act and the ESS Act.

7 LEAVE/PUBLIC HOLIDAYS

- 7.1 Apart from the [redacted] and State [redacted] public [redacted] that the Company [redacted], the [redacted] will be entitled to [redacted] of paid annual leave per [redacted] year. The leave [redacted] will accrue on a monthly and pro rata [redacted], and can only be [redacted] after the [redacted] has received the [redacted] from the Employer on [redacted] the probation [redacted]. Prior written [redacted] of the Company must first be [redacted] before [redacted] any annual [redacted].
- 7.2 Upon [redacted] the [redacted] letter from the Employer on passing the [redacted] period, the [redacted] will be entitled to [redacted] days of paid sick leave, [redacted] that a medical certificate from a registered medical practitioner covering the [redacted] period should be [redacted] to the [redacted].
- 7.3 Where the [redacted] is a female, the [redacted] shall be [redacted] to maternity leave in [redacted] with the [redacted].
- 7.4 The [redacted] will be entitled to all [redacted] Public Holidays [redacted] by the [redacted] in the State where the [redacted] is based.

8 PLACE OF PERFORMANCE OF WORK

The [redacted] shall perform his work at the [redacted] of the Company.

9 CONFIDENTIAL INFORMATION

The Contractor [redacted] to sign a [redacted] agreement in the format [redacted] herewith in Appendix B. "**Information**" referred to in the confidentiality agreement [redacted] mean, without [redacted], any secrets, technical [redacted], bidders' [redacted] information, [redacted] methods, results of [redacted], financial [redacted] costing, financial [redacted] and/or any other [redacted] that is [redacted] to be of [redacted] in nature by the [redacted].

10 BUSINESS ETHICS AND HEALTH & SAFETY

The [redacted] is required to [redacted] with the [redacted] Business Ethics Policy and [redacted] and Safety ("**HSE**") policies, [redacted] address [redacted] such as conflict of interest, law and [redacted], and [redacted]. The Contractor's [redacted] on the offer letter will [redacted] that the [redacted] has read the [redacted] of the [redacted] Ethics Policy and HSE [redacted] and agree to its terms.

11 PERMIT TO WORK

The [redacted] represents and [redacted] that he is [redacted] to work in [redacted] and has the [redacted] permit. The [redacted] is not [redacted] nor [redacted] to apply for a [redacted] permit for the [redacted].

12 APPLICABLE LAWS

This [redacted] shall be [redacted] and shall have [redacted] in all respects [redacted] to the laws of [redacted].

13 TERMINATION OF HIRE

Save and [redacted] for the [redacted] period, either the [redacted] or the [redacted] may [redacted] this [redacted] without [redacted] any reasons [redacted] by [redacted] the other party [redacted] days prior [redacted] or payment of [redacted] days' base [redacted] in lieu of the [redacted] notice.

The [redacted] may, [redacted], terminate the [redacted] hire [redacted] at any [redacted] and without prior [redacted] or payment in lieu of notice, for just [redacted] including but not [redacted] to the following [redacted] :-

13.1 theft, [redacted] or breach of trust [redacted] the Company;

13.2 the [redacted] being directly or [redacted], without the [redacted] written [redacted] of the [redacted], [redacted] or had [redacted] in any work or [redacted] which [redacted] be viewed as in [redacted] with the [redacted] interest; or

- 13.3 the Contractor being in breach of his obligations for [redacted] with the Company; or
- 13.4 the [redacted] becoming incapacitated by [redacted] or ill-health and/or be [redacted] to perform his duties under this Contract. For the purposes of this sub-clause [redacted] "shall mean being [redacted] for [redacted] consecutive days; or
- 13.5 the [redacted] being found [redacted] committed any act of [redacted] whether or not in the course of his [redacted] or the [redacted] has acted in a [redacted] which in the [redacted] of the Company is [redacted] to bring the [redacted], its [redacted], subsidiaries or [redacted] companies ("Affiliates") or [redacted] into [redacted], whether or not [redacted] act is directly related to the [redacted] or [redacted] of the Company; or
- 13.6 the [redacted] having [redacted] himself /or failing to [redacted] his [redacted] in any criminal, [redacted] or illegal [redacted], including any prior [redacted] which may [redacted] an [redacted] either in [redacted] or in the [redacted] of his last [redacted]; or
- 13.7 the [redacted] is found to have [redacted] an offence whether in [redacted], which in the [redacted] of the [redacted] is likely to [redacted] the [redacted], its Affiliates or [redacted] into disrepute, [redacted] or not such act is [redacted] related to the affairs or [redacted] of the [redacted]; or
- 13.8 the [redacted] is [redacted] a bankrupt or is in a state of [redacted] embarrassment [redacted] in the [redacted] of the [redacted] renders the [redacted] unsuitable to continue in [redacted]; or
- 13.9 the [redacted] committing any material [redacted] of Company's [redacted], or of any of [redacted] and herein; or
- 13.10 the [redacted] no longer being [redacted] to legally work in Malaysia.

14 GENERAL CONDITIONS

- 14.1 The [redacted] shall [redacted] with all [redacted] policies, [redacted], [redacted], rules and regulations as may be amended [redacted] time to time.
- 14.2 The [redacted] shall be entitled to set off [redacted] any [redacted] or other [redacted] payable by the Company to the [redacted], [redacted] monies owing or payable by the [redacted] to the [redacted] or its [redacted].
- 14.3 For the purposes of [redacted], words used herein [redacted] the male [redacted] shall be deemed to [redacted] the female [redacted] and vice versa.
- 14.4 In the event that [redacted] provisions of this [redacted] shall be invalid or [redacted] for [redacted] reason [redacted], the [redacted] or [redacted] of such [redacted] (s) shall not operate to [redacted] the [redacted] of the contract, each [redacted] and [redacted] of this [redacted] being [redacted] as a separate and [redacted] agreement.

15 PROBATION PERIOD

There is a [redacted] period of [redacted] months. At [redacted] end of the [redacted], the [redacted] will be [redacted] a letter to [redacted] his contract or to [redacted] the [redacted] period. The [redacted] reserves [redacted] right to [redacted] the [redacted] period and will [redacted] the [redacted] notice of that. During the [redacted] period, either party may [redacted] the Contract by [redacted] the other a [redacted] notice.

16 PERSONAL DATA PROTECTION

In [redacted] for this role and in the [redacted] of the [redacted], the [redacted] will provide his [redacted] data and the [redacted] data of his [redacted] to the Company. By [redacted] the [redacted] to this offer of [redacted], the [redacted] is explicitly [redacted] to the [redacted] processing his [redacted] data, [redacted] any [redacted] personal data for the [redacted] of [redacted] the employment [redacted] with the [redacted]. For more [redacted], please [redacted] to the Personal Data Protection Notice for [redacted] provided by the Human Resources Department.

17 ENTIRE AGREEMENT

This [redacted] supersedes all prior [redacted] negotiations, [redacted] and [redacted]. No [redacted] or [redacted] of the [redacted] of this Contract is [redacted] unless agreed to in [redacted] and signed by the [redacted] this, the [redacted] is to comply with other [redacted], rules and [redacted] that [redacted] be in force by the [redacted] from [redacted] to time [redacted] as may be made [redacted] to the [redacted].

Signed for and on behalf of

[Redacted]

Signed by Contractor

Name:

Position:

Date:

Date:

Witnessed by:

Name: [Redacted]

Date:

Witnessed by:

Name:

Position:

Date:

Name:

Position:

Date:

APPENDIX A

JOB DESCRIPTION



APPENDIX B

CONFIDENTIALITY AGREEMENT

In consideration of [redacted] (Company [redacted]) ("the **Company**") hiring [redacted] (NRIC/Passport No.: [redacted]) (the "**Contractor**") in accordance with the [redacted] of the Hire Contract dated [redacted], the Contractor hereby agrees as follows: -

- 1 All the information [redacted] to him or to which he is allowed access (the "**information**") shall be [redacted] as strictly [redacted] and shall not be disclosed to any [redacted] person, firm or company.
- 2 All the [redacted] shall be used by the [redacted] only in [redacted] with and to [redacted] him in the [redacted] of his [redacted] and not for any other [redacted], whether [redacted] or otherwise.
- 3 That the [redacted] obligations in this [redacted] shall apply at all [redacted] after the effective [redacted] of the Hire [redacted] and [redacted] of the [redacted].
- 4 That the [redacted] shall not (save in the [redacted] course of his duties) [redacted] or make [redacted] of any of the [redacted] or authorise any other [redacted] to do so.
- 5 Upon [redacted] of the hire, the [redacted] shall [redacted] to the [redacted] all of the [redacted] (any copies for it which have [redacted] made) and will (if required) provide written [redacted] that all such [redacted] has been returned.

This [redacted] shall be construed and interpreted in accordance with the laws of [redacted].

Signed for and on behalf of

Agreed By:

[redacted]

Name:

Position:

Date:

Name [redacted]

Date: