

**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 test.

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 of 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 return 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 test (Company Reg. No.: \_\_\_\_\_) at \_\_\_\_\_  
tet (the " \_\_\_\_\_ ") and testf (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 subject 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 month.

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 test (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: