

**PRIVATE & CONFIDENTIAL**

[Redacted]

[Redacted]

[Redacted]

Dear [Redacted]

**LETTER OF OFFER FOR FIXED TERM HIRE (PART-TIME)**

We are [Redacted] to offer you a [Redacted] as [Redacted] on a part-time basis for the period from [Redacted] to [Redacted] subject to the attached [Redacted] of engagement with [Redacted].

This offer is valid until [Redacted]

[Redacted] your acceptance, 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 details of the [Redacted] panel doctor. In the event that you are [Redacted] employed, [Redacted] do not resign from your current [Redacted] until you have passed the [Redacted] examination.

Kindly note the following attached documents:

- 2 copies of the [Redacted] of Hire to be [Redacted] and return to HR the copy marked "HR".

If you require further [Redacted] on this offer of [Redacted], please contact [Redacted] (Contact no.: [Redacted]) in the Human Resource Department.

Yours sincerely

**ABC SDN BHD**

*I [Redacted] (NRIC/Passport No. : [Redacted]) do hereby acknowledge and accept the above offer and the terms and conditions contained herein. 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]

NRIC/Passport No. : [Redacted]

# TERMS AND CONDITIONS OF HIRE

This Contract is made on \_\_\_\_\_ between \_\_\_\_\_ (Company Reg. No.: \_\_\_\_\_) at \_\_\_\_\_, \_\_\_\_\_ (the "Company") and \_\_\_\_\_ (NRIC/Passport No.: \_\_\_\_\_) of Unit \_\_\_\_\_ (the "Contractor").

\_\_\_\_\_ the \_\_\_\_\_ wishes to employ the \_\_\_\_\_ on a part-time direct hire basis and the Contractor wishes to accept such hire on the \_\_\_\_\_ set out below.

## IT IS HEREBY AGREED AS FOLLOWS:

### 1 POSITION

The Contractor is \_\_\_\_\_ that she is being \_\_\_\_\_ on a part time basis for \_\_\_\_\_ coverage due to increased workload. The \_\_\_\_\_ accepts the fixed term \_\_\_\_\_ for \_\_\_\_\_ on a part-time basis as \_\_\_\_\_ for the term \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

1.1 During this \_\_\_\_\_, the \_\_\_\_\_ is expected to perform all the \_\_\_\_\_ that are \_\_\_\_\_ to be expected of someone in that role \_\_\_\_\_ those as set out in \_\_\_\_\_.

1.2 The Contractor shall report to \_\_\_\_\_.

### 2 MEDICALLY FIT TO WORK

The \_\_\_\_\_ is expected to be \_\_\_\_\_ fit for work. There is no insurance \_\_\_\_\_ for the Contractor.

### 3 SALARY

The monthly basic \_\_\_\_\_ of the \_\_\_\_\_ is \_\_\_\_\_ (\_\_\_\_\_). The \_\_\_\_\_ of the salary shall be \_\_\_\_\_ to such \_\_\_\_\_ deductions as may be \_\_\_\_\_ in accordance with applicable \_\_\_\_\_ in force from time to \_\_\_\_\_, including \_\_\_\_\_ for \_\_\_\_\_.

The \_\_\_\_\_ will be paid into the \_\_\_\_\_ designated bank \_\_\_\_\_ on or about \_\_\_\_\_ of every month.

### 4 HOURS OF WORK

The days and \_\_\_\_\_ of work are:

- 0900 to 1300 on Monday-Friday.

The \_\_\_\_\_ shall be \_\_\_\_\_ for \_\_\_\_\_ work \_\_\_\_\_ by the \_\_\_\_\_ at the rate of \_\_\_\_\_ of the Contractor's \_\_\_\_\_ rate of pay at \_\_\_\_\_.

### 5 INCOME TAX

The \_\_\_\_\_ shall make statutory \_\_\_\_\_ for \_\_\_\_\_ of income tax as \_\_\_\_\_ by the \_\_\_\_\_ on the \_\_\_\_\_ and as \_\_\_\_\_ for under relevant \_\_\_\_\_ tax legislation.

### 6 EMPLOYERS PROVIDENT FUND (EPF) AND SOCIAL SECURITY ORGANISATION (SOCSO) CONTRIBUTIONS

The \_\_\_\_\_ will make monthly \_\_\_\_\_ contributions to the EPF and the SOCSO at the prevailing statutory \_\_\_\_\_ as \_\_\_\_\_ under the Employees Provident Fund Act 1991 ("**EPF Act**") and the Employees' Social Security Act 1969 ("**ESS Act**"). The \_\_\_\_\_ will also deduct employee's contribution from the \_\_\_\_\_ salary of the Contractor, at the \_\_\_\_\_ statutory rates as \_\_\_\_\_ under the EPF Act and the ESS Act.

### 7 LEAVE/PUBLIC HOLIDAYS

7.1 The \_\_\_\_\_ will not be \_\_\_\_\_ to any paid annual leave.

7.2 The \_\_\_\_\_ will be \_\_\_\_\_ to \_\_\_\_\_ of paid sick leave, \_\_\_\_\_ that a medical certificate from a registered medical \_\_\_\_\_ covering the \_\_\_\_\_ period should be \_\_\_\_\_ to the Company.

7.3 Where the \_\_\_\_\_ is a female, the \_\_\_\_\_ shall be \_\_\_\_\_ to \_\_\_\_\_ in accordance with the Employment Act 1955.

7.4 The Contractor will be [redacted] to paid public holidays in Malaysia.

## 8 PLACE OF PERFORMANCE OF WORK

The [redacted] shall perform his [redacted] at the office of the [redacted].

## 9 CONFIDENTIAL INFORMATION

The Contractor undertakes to [redacted] a [redacted] in the format [redacted] herewith in Appendix B. "[redacted]" referred to in the confidentiality [redacted] shall mean, without [redacted], any trade [redacted], technical information, [redacted] tender information, marketing [redacted], results of research, [redacted], costing, financial reports and/or any other [redacted] that is deemed to be of [redacted] in nature by the Company.

## 10 BUSINESS ETHICS AND HEALTH & SAFETY

The [redacted] is required to [redacted] with the Company's [redacted] Ethics Policy and Health and Safety ("HSE") [redacted], which addresses issues [redacted] as conflict of interest, law and [redacted], and outside activities. The Contractor's [redacted] on the offer letter will [redacted] that the [redacted] has read the [redacted] copy of the [redacted] and [redacted] and agree to its terms.

## 11 PERMIT TO WORK

The Contractor [redacted] and [redacted] that she is [redacted] to work in [redacted] and has the [redacted] permit. The [redacted] is not expected nor [redacted] to apply for a [redacted] permit for the [redacted].

## 12 APPLICABLE LAWS

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

## 13 TERMINATION OF HIRE

Either the [redacted] or the [redacted] may [redacted] this [redacted] without [redacted] any reasons [redacted] by giving the [redacted] party [redacted] prior written [redacted] or payment of [redacted] ' salary in lieu of the written [redacted].

The [redacted] may, however, [redacted] the Contractor's hire [redacted] at any time and [redacted] prior notice or payment in lieu of notice, for just [redacted] including but not [redacted] to the following grounds: -

- 13.1 theft, [redacted] or breach of trust [redacted] the Company;
- 13.2 the [redacted] being directly or indirectly, [redacted] the prior written [redacted] of the [redacted], engaged or had interest in any work or [redacted] which may be [redacted] as in conflict with the [redacted]; or
- 13.3 the [redacted] being in breach of his [redacted] for confidentiality with the [redacted]; or
- 13.4 the [redacted] becoming [redacted] by [redacted] or ill-health and/or be [redacted] to perform his duties under this Contract. For the [redacted] of this [redacted] "incapacitation" shall [redacted] being [redacted] for [redacted] consecutive days; or
- 13.5 the [redacted] being found having [redacted] any act of [redacted] whether or not in the [redacted] of his [redacted] or the [redacted] has acted in a [redacted] which in the [redacted] of the Company is likely to bring the [redacted], its affiliates, [redacted] or associated (" [redacted] ") or [redacted] into disrepute, [redacted] or not such act is [redacted] related to the [redacted] or business of the Company; or
- 13.6 the [redacted] having [redacted] himself and/or [redacted] to [redacted] his [redacted] in any criminal, [redacted] or illegal activities, [redacted] any prior activity 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 [redacted] in [redacted], which in the [redacted] of the [redacted] is likely to [redacted] the [redacted], its [redacted] or [redacted] into disrepute, [redacted] or not [redacted] act is directly [redacted] to the [redacted] or [redacted] of the [redacted]; or
- 13.8 the [redacted] is adjudicated a [redacted] or is in a state of [redacted] embarrassment which in the opinion of the [redacted] renders the [redacted] unsuitable to [redacted] in [redacted]; or
- 13.9 the [redacted] committing any [redacted] breach of [redacted] policies, or of any of [redacted] conditions [redacted]; or

13.10 the Contractor no longer being able to work in Malaysia.

#### 14 GENERAL CONDITIONS

- 14.1 The terms of hire under this is subject to all policies, procedures, rules and as maybe amended from time to .
- 14.2 The shall be entitled to set off any or other monies payable by the Company to the , any owing or by the to the or its .
- 14.3 For the of , words used herein the male shall be deemed to the female gender and vice versa.
- 14.4 In the that any of this Contract shall be invalid or for any reason , the invalidity or of such shall not to the remainder of the , each clause and of this contract being as a and divisible agreement.

#### 15 PERSONAL DATA PROTECTION

In for this role and in the of the , the will provide his personal data and the data of his to the . By signifying the to this offer of employment, the is explicitly to the processing his data, any sensitive personal data for the of the relationship with the . For more , please refer to the Personal Data Protection Notice for by the Human Resource Department.

#### 16 ENTIRE AGREEMENT

This supersedes all prior , negotiations, and agreements. No revision or of the terms and conditions of this is effective unless to in and signed by the . this, the is to comply other , rules and that be in force by the from time to and as may be applicable the Contractor.

Signed for and on behalf of

[REDACTED]

Signed by

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Name:

Position:

Date:

Witnessed by:

---

Name:

[REDACTED]

Date:

Witnessed by:

---

Name:

Position:

Date:

---

Name:

Date:

# APPENDIX A

## JOB DESCRIPTION

[REDACTED]

# APPENDIX B

## CONFIDENTIALITY AGREEMENT

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

- 1 All the information [redacted] to her or to which she is allowed access (the "**information**") shall be regarded as strictly confidential and shall not be [redacted] to any other person, firm or company.
- 2 All the [redacted] shall be used by the [redacted] only in [redacted] with and to assist her in the [redacted] of her [redacted] and not for any other purposes, [redacted] commercial or otherwise.
- 3 That the confidentiality obligations in this [redacted] shall apply at all [redacted] after the effective date of the Hire Contract and [redacted] termination of the [redacted].
- 4 That the [redacted] shall not (save in the ordinary [redacted] of her duties) take or make [redacted] of any of the information or [redacted] any other person to do so.
- 5 Upon [redacted] of the hire, the [redacted] shall return to the [redacted] all of the [redacted] (any copies for it [redacted] have been [redacted]) and will (if required) [redacted] written [redacted] that all such [redacted] has been [redacted].

6

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

Signed for and on behalf of

Agreed By:

[redacted]

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

Position:

Date:

\_\_\_\_\_  
Name: [redacted]

Date: