

[company name] [(company number]

                                                                                                                      [address 1]

 [address 2]

 [address 3]

Tel: [tell number]

Fax: [fax number]

[date] [month] 2021

**Confidential**

**LETTER OF APPOINTMENT**

**Dear [name of the candidate]**

Address: **[address of the candidate]**

Ic No: **[IC number of the candidate]**

We are pleased to offer you full-time employment as **[name of the position]**with effect from **[commencement date]**based on the following terms and conditions: -

**Probation period**

a) You are appointed as **[name of the position]**with effect from **[commencement date].** This position is offered to you on a probationary basis for **[probation term]** months. The Company shall at its discretion to extend the period of probation if deemed necessary. Upon successful completion of your probationary period, you will be duly informed by a letter on your confirmation of the position.

b) The Company reserves its right to change the position title and the remuneration package if it is deemed fit during the probation period or upon confirmation for the mutual benefit of both parties.

**Salary**

a) Your starting basic salary will be **RM [monthly salary]**per month.Salary payment for each month will be made on or before the last working day of the calendar month and is subjected to Income Tax and other statutory deductions as applicable.

b) The salary for the first month of employment is subjected to prorated calculation.

c) All payments will be paid into an account in your name with any bank in Malaysia.

**Duties**

1. [duty 1]
2. [duty 2]
3. [duty 3]

**Allowance**

In addition to the monthly salary, you will be entitled to the allowances listed below:

1. [content of allowance]

**Working Hours**

The working hours are from Mondays to Fridays which included an hour’s lunch break. Working time is as below:

* Monday – Friday: 09:00 am – 18:00pm

You are entitled to a replacement leave if you work on Saturday, Sunday, or public holidays.

**Annual Leave**

a) Upon completion of  3 months’ service, you will be eligible for 12 days paid annual leave.

**Leave Entitlement**

a) Marriage leave = 3 days

b) Medical Leave = 14 days annual

c) Compassionate Leave = 3 days (Immediate family)

d) Hospitalization leave = 60 days annual

e) Paternity Leave = 5 days annual

f) Replacement Leave = 2 days per month

**Company Secrecy**

All information obtained in the course of work with us shall be deemed to be strictly confidential. No such information shall be divulged to any outside party.

**Notice of Termination**

Either party may terminate this contract by giving the following prior notice in writing: -

The first 2 years of service                :        4 weeks

2 to 5 years of service                            :        6 weeks

More than 5 years of service                 :        8 weeks

During the period of probation, the employment may be terminated by either party upon giving seven (7) days’ prior written notice to the other.

**Rules & Regulations**

You shall observe all rules and regulations imposed by the Company. The rules and regulations referred to herein word include and relate to general work habits. Working instructions of superiors, routine working orders, procedures of the Company, attitude towards work, and any conduct in which the Company shall in its sole discretion deem to be detrimental to its interest.

**Time, Attention, and Duties**

a) You shall during the term of your employment devote your whole time, attention and skills exclusively to the business of the Company and you shall not perform, indulge or be concerned or interested either directly or indirectly in any business or work other than that of the Company.

b) You will diligently and faithfully perform all your duties and act in all aspects according to the instructions and directions were given to you through the Company’s duly authorized officers.

**Non-compete**

In the event that you cease at any time to be employed by us, you:

a) shall not for a period of six (6) months after such cessation of employment with us solicit or entice away or seek to entice away any of our employees or offer employment of engagement to any of our employee; and

b) shall not directly or indirectly for a period of six (6) months after such cessation of employment with us, work with our competitor, engage in any business arrangements or hold any material interest in any business which is or shall be wholly or partly in competition with us.

**Loss and Damage**

You also agree that if you breach any of the terms and conditions stipulated in this Agreement, you will be liable for any loss or damage suffered directly or indirectly by the Company as a result of your action.

**Amendment**

The Company shall be at liberty to amend the whole or any part of this Agreement after its execution if it considers it necessary and reasonable and shall be expressed in written notice duly given to you informing you of the proposed amendment(s). The terms and conditions contained in this letter of appointment are some of the specific terms and conditions of your employment with us.

We look forward to a fruitful working relationship and hope you will render us your fullest dedication and support.

Should you accept this appointment, kindly sign on the duplicate of this letter and return it to us within 7 days from the date of this letter, failing which this offer shall be deemed to have lapsed.

Yours faithfully,

**[Name of Company Representative]**

**[Designation]**

**[Company Name]**

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I fully understand and accept the terms and conditions contained in this letter: -

………………………………………………….

Name               :

Ic  No.              :

Date                 :

**[company name] [(company number)]**

**[company address]**