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**THIS AGREEMENT** is made on the [ \* ]

**BETWEEN:**

(A) [ \* ] (Company No. [ \* ]) with registered office at address [ \* ] (“the Company”) of one part.

AND

(B) [ \* ] (NRIC No. [ \* ]) of [ \* ] (“the Employee”) of the other part.

**NOW IT IS HEREBY AGREED as follows:**

**1 APPOINTMENT AND TERM**

- 1.1 The Company hereby appoints the Employee and the Employee hereby agrees to accept the designation in the Company with the job scope with effective from the date as prescribed in Schedule A and on the terms and conditions hereinafter appearing.
- 1.2 The Employee shall be on probation for the first [ \* ] of the Employment (“the Probation Period”), after which the Employee will be confirmed if performance is satisfactory. However, the Probation Period may be extended or shortened as the Company in its sole and absolute discretion determine.

**2 REMUNERATION**

- 2.1 The remuneration and benefits of the Employee shall be as prescribed in Schedule B. The Monthly Salary shall be calculated at the rate specified in Schedule B hereto payable in arrears. Such Monthly Salary shall accrue on a day to day basis and may be reviewed by the Company annually or at such time as the Company may at its sole and absolute discretion determine.

**3 WORKING HOURS AND HOLIDAYS**

- 3.1 The Employee shall confirm to such hours of work as the Company may from time to time require. The Employee shall not be entitled to receive any additional remuneration or benefits for any work performed by him outside his normal working hours.
- 3.2 The Employee shall be entitled to annual leave of [ \* ] days for each period of twelve (12) months of Employment (“leave year”) which shall be taken by him at such time as the Company may approve provided that the Employee shall take his annual leave in respect of any leave year not later than 12 months following such leave year.

#### **4 DUTIES OF THE EMPLOYEE**

- 4.1 The Employee shall devote the whole of his time, attention and skill to the duties of his office and shall faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed or as may from time to time be assigned to or vested in him by the Company. The Company shall be entitled to appoint other person or persons to act jointly with the Employee at any time or from time to time as the Company may in its sole and absolute discretion consider appropriate. The Employee shall obey all directions given to him by the Company and shall use his best endeavors to promote the interests of the Company and these include the overall supervision of the staff and the Company, setting targets and direction for various departments and profit centers, and ensuring successful implementation of the Company's business, policies and plans. The Employee shall also comply with all policies, rules and regulations as stipulated in the Company's Handbook, if any, and as the Company may from time to time determine in its sole and absolute discretion.
- 4.2 The Employee shall at all times keep the Company promptly and fully informed (in writing if so requested) of his activities on behalf of the Company and shall provide such explanation or report as the Company may require in connection therewith.
- 4.3 The Employee shall observe and comply with all staff rules and regulations as the Company may from time to time determine in its sole and absolute discretion.
- 4.4 The Employee accepts that the Company may in its discretion require him to perform other duties or tasks which do not fall within the scope of his normal duties hereunder without further remuneration (except as otherwise agreed in writing between the Company and the Employee) and the Employee agrees that he shall perform those duties and undertake those tasks as if they were specifically required under this Agreement and be subject to the same duties and obligations as set out in this Agreement.
- 4.5 Without prejudice to his duties set out above, the Employee acknowledges and agrees that the Company may from time to time in its sole and absolute discretion require him to perform services not only for the Company but also for its holding company or for any of the branches, subsidiary or associate companies of the Company or its holding company (collectively referred to as the "Group" and the expression "member of the Group" shall mean any of them). The Employee hereby agrees to perform such services without further remuneration (except as otherwise agreed in writing between the Company and the Employee).
- 4.6 Where the Employee performs any duties or services for any member of the Group other than the Company, the Employee shall, in respect of such member of the Group, be subject to the same duties and obligations as set out in this Agreement.

#### **5 RESTRICTIONS ON OTHER ACTIVITIES OF THE EMPLOYEE**

- 5.1 The Employee shall not (except with the prior written approval of the Company) during the term of Employment be directly or indirectly engaged or concerned or interested in any capacity in any other business or concern in competition with the company except through his holding of shares (quoted or unquoted) of any company where such shareholding does not exceed five percent of the issued share capital of such company.
- 5.2 All originals or copies of any notes, memoranda, records, writings, materials and other stored information of any kind and other property of any nature received or acquired by the Employee or otherwise came into his possession or under his control in the course of the Employment shall be and remain the property of the Company or other member of the Group (as the case may be) and

shall be handed over by the Employee to the Company or to such other member of the Group (as the case may be) and in any event upon the termination of the Employment.

- 5.3 The Employee shall not, except with the prior written approval of the Company, be entitled to receive or obtain directly or indirectly any discount, rebate or commission in respect of any sale or purchase of goods effected or other business transaction (whether or not by him) through, by or on behalf of the Company or any other member of the Group (as the case may be) and if the Employee (or any firm or company in which he is interested) shall obtain any such discount, rebate or commission he shall account to the company or such member of the Group (as the case may be) for the amount received by him or by such company or firm.

## 6 TERMINATION

- 6.1 Subject to the provisions of Clause 6.2 of the Agreement, the Agreement may be terminated at any time without cause:
- a. by either party giving the other party of not less than [\*] written notice or payment in lieu of notice during the Probationary Period; or
  - b. by either party giving to the other party not less than [\*] written notice or payment of [\*] months' salary in lieu of notice after the Probation Period.
- 6.2 The Company shall be entitled to terminate this Agreement with immediate effect by written notice to the Employee if the Employee:
- a. Willfully disobeys a lawful and reasonable order or otherwise commits any breach of any provisions of this Agreement which breach is, in the Company's opinion (i) not capable of being remedied or; (ii) capable of being remedied but is not remedied by the Employee within [\*] of his being requested in writing to do so by the Company;
  - b. misconducts himself and such conduct is inconsistent with the due and faithful discharge of his duties to the Company including, in particular and without limitation, the Employee falling into a state of habitual drunkenness or having conducted himself in such manner that in the Company's opinion will or is likely to bring himself or the Company or any other member of the Group into disrepute or soliciting, obtaining or receiving for himself or for his benefit without the Company's prior written approval from any other clients or customers of the Company or of any other member of the Group any gift, present, gratuitous payment, commission, rebate or discount whatsoever;
  - c. is guilty of criminal breach of trust or dishonestly or is convicted of any criminal offence;
  - d. is habitually neglectful in his duties;
  - e. is found to have made any statement, either written or spoken, or spread any statement whether made by the Employee or others, via whatsoever means or channels (including but not limited through emails, SMS, Facebook, Twitter etc) that are detrimental or injurious to the image, goodwill or interest of the Company, the Company may terminate the Employment immediately without giving any notice or compensation;
  - f. becomes bankrupt or makes any arrangement of composition with creditors under any applicable laws relating to bankruptcy or becomes a person subject to any order or supervision under any applicable laws relating to mental health; or

On any other ground pertaining to grave personal or professional misconduct on which the Company would be entitled to terminate the Employment without notice or payment in lieu of notice at law.

- 6.3 Upon termination of this Agreement due to any reason whatsoever, the Employee shall forthwith resign from all positions then held by him in the Company and/or any other member of the Group and shall execute resignations letters for such purpose (each in such form as the Company may

require) under seal confirming that he has no claim against the Company or any other member of the Group for compensation or otherwise in respect of such resignation.

- 6.4 Termination of the Agreement shall be without prejudice to any rights which shall have accrued to either party prior to or at the time of termination or to any right or remedy of the Company in respect of any obligation of the Employee after the termination of the Employment.

## **7 CONFIDENTIALITY**

- 7.1 The Employee acknowledges that during the course of the Employment he may receive special training from the Company and may have access to:-

- a. information, knowledge training, systems or methods, trade secrets, processes, programs, treatment, procedures, formulae, data, know-how, improvements, inventions, techniques, marketing plans and strategies from time to time developed by the Company or any other member of the Group or otherwise relating to the business of the Company or other member of the Group, all of which are confidential to the Company and are acknowledged by the Employee to be confidential in nature to the Company or other member of the Group (as the case may be);
- b. lists or details of customers of the Company or other members of the Group;
- c. lists or details of manufacturers or suppliers to the Company or other member of the Group; and
- d. other information in respect of which the Company or other member of the Group is bound by an obligation of confidence to a third party;

(all such information hereinafter referred to as "Confidential Information").

- 7.2 The Employee agrees that he shall not whether during or after the termination of this Agreement without limit in point of time (except as authorized or required by his duties hereunder or to the extent required by law or by an order from a court of competent jurisdiction):-

- a. divulge or communicate to any person any of the Confidential Information;
- b. use any such Confidential Information for any purpose other than that of the Company or other member of the Group and in the performance of his duties hereunder; and
- c. through any failure to exercise due care and diligence cause any unauthorized disclosure of any such Confidential Information;

but so that these restrictions shall cease to apply to any such Confidential Information which may have come into the public domain otherwise than through any unauthorized disclosure by the Employee.

## **8 NON-SOLICITATION**

- 8.1 The Employee agrees that during the continuance of this Agreement and for a period of [\*] thereafter:-

- a. he shall not either on his own account or for any person solicit or entice or endeavor to solicit or entice away from the Company any of its employees whether or not such person would commit any breach of his contract of employment by reason of leaving his service; and
- b. he shall not whether directly or indirectly employ in a business similar to the business of the Company any person who has during the term of the Employment been an employee of or consultant to the Company and who by reason of such employment is or may be likely to be in possession of any Confidential Information.

8.2 The Employee acknowledges that during the course of Employment, he may be introduced to customers, clients, suppliers and business connections of the Company (hereinafter collectively referred to as “Connections”) and that he may acquire personal knowledge and influence over such Connections. The Employee hereby agrees that during the continuance of this Agreement and for a period of [\*] thereafter, he shall not either on his own account or for any other person either canvass or solicit business from or with any such Connection whether or not such connections amount to Confidential Information within the terms of this Agreement or at law. This restriction shall not apply to any client, customer, supplier or business connection of the Company acquired by the Company after the termination of this Agreement.

## 9 NON-COMPETITION

9.1 The Employee agrees that, in view of his acknowledgements and agreements set out in Clauses 7 and 8 hereof, during the continuance of this Agreement and for a period of [\*] after the termination of this Agreement of any cause whatsoever, the Employee shall not engage or be engaged or employed in any capacity whatsoever whether for remuneration or gratuitously (“new employment”) by any company, partnership, sole proprietor or other business entity which carries on (or is about to carry on) the Business in the Territory and which in his new employment he may utilize Confidential Information Connections which shall have been acquired by him during the course of the Employment.

For this purpose, the expression “Business” means [\*] prior to the termination of this Agreement and in which the Employee shall at any time or from time to time be engaged or concerned and the expression “Territory” means the Malaysia and within a radius of two miles from any place of business of the Company or other member of the Group in any other country where the employee has engaged in duties as part of his employment with the Company.

9.2 The Employee agrees that having regard to the facts and matters set out above, the restrictive covenants contained in this Agreement are reasonable and necessary for the protection of the legitimate interests of the Company he further agrees that having regard to those circumstances those covenants do not work harshly upon him.

9.3 While the restrictions contained in this Agreement are considered by the parties to be reasonable in all the circumstances, it is recognized that any such restrictions may fail for technical reasons unforeseen. The parties accordingly agree that if any one or more of such restrictions shall either by itself or themselves together be adjudged to be void or voidable or unenforceable as going beyond what is reasonable in all the circumstances for the protection of the Company’s legitimate interests but would be adjudged valid and enforceable if any particular restriction was deleted or reduced or if any part of the wording thereof was deleted, restricted or limited in particular manner, then the said restriction shall apply with such deletions, restrictions or limitations as may be necessary to make any such restriction valid and effective.

9.4 Where the Employee renders any services or performs any duties for any member of the Group other than the Company, the Employee agrees that he shall at the request and cost of the Company enter into a direct agreement or undertaking with any such member of the Group whereby he will accept restrictions and provisions similar to the restrictions and provisions herein contained (or such of them as may be appropriate in the circumstances) in relation to such business and such area and for such period as such member of the Group may require for the protection of its legitimate interests.

**10 EMPLOYEES PROVIDENT FUND**

10.1 The Company and the Employee shall make the Employees Provident Fund contributions in accordance with the provisions of the Employees Provident Fund Ordinance thereto.

**11 ENTIRE AGREEMENT**

11.1 This Agreement shall be in substitution for any subsisting agreement or arrangement (oral or otherwise) made between the Company and the Employee which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences.

**12 CONTINUOUS EFFECT**

12.1 The expiration or termination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter.

**13 NOTICES**

13.1 Any notice required to be given hereunder shall be in writing and shall be deemed to be duly served in the case of notice to the Company if sent by post and addressed to the registered office for the time being of the Company or left at such address in the case of notice to the Employee if handed to him personally or left at or sent by post and addressed to his last known address. Any such notice shall be deemed to be served at the time when the same was handed to or left at the address of the party to be served and if sent by post on the day (not being a Sunday or public holiday) next following the day of posting.

**14 AMENDMENTS**

14.1 Subject to Clause 14.2, the terms of this Agreement shall be changed, varied, discharged or terminated only by an instrument in writing signed by the parties hereto.

14.2 In the event of any variation of the remuneration and benefits payable to the Employee hereunder, the Employment shall continue and subject in all respects to the terms and conditions of this Agreement with such variation as aforesaid.

**15 SEVERABILITY**

15.1 The provisions contained in this Agreement shall be read and construed independently of each other and each having its independent existence and validity. If at any time any provision hereof is or becomes illegal, invalid or unenforceability of the remaining provisions hereof under the law of that or any other jurisdiction, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.



**16 ASSIGNABILITY**

- 16.1 This Agreement and the rights, benefits and obligations of the Employee hereunder are personal to the Employee and are not assignable or transferable by the Employee but this Agreement is assignable by the company.

**17 WAIVER**

- 17.1 No failure or delay by the Company in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right or remedy. Without limiting the foregoing, no waiver by the Company of any breach by the Employee of any provision thereof shall be deemed to be waiver of any subsequent breach of that or any other provision hereof.

**18 HEADINGS**

- 18.1 All headings, titles and captions to clauses in this Agreement are for reference purposes only and in no way define, limit or affect the provisions contained herein.

**19 MISCELLANEOUS**

- 19.1 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every other gender to all intent and effect that references to “he”, “him”, or “himself” respectively include “she”, “her” or “herself” and vice versa and references to persons include individuals, Firms, bodies corporate or unincorporated and references to Clauses are references to clauses of this Agreement.

**20 GOVERNING LAW AND JURISDICTION**

- 20.1 This Agreement is governed by and shall be construed in accordance with the laws of Malaysia and the parties hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.

**21 THE SCHEDULES**

- 21.1 Schedule A, Schedule B and Schedule C (if any) hereto shall be taken read and construed as an essential part of this Agreement and the special conditions, if any, set out in Schedule C hereto shall prevail of there is any conflict, discrepancy or variance between the special conditions as set out in Schedule C hereto and any other terms or conditions of this Agreement.

**IN WITNESS whereof** the parties have executed this Agreement on the day and year first above written.

SIGNED by [\*] )

for and on behalf of )

[\*] )

In the presence of: )

)

SIGNED by )

[\*] )

in the presence of: )

)

## SCHEDULE A

Appointment and Terms	<ul style="list-style-type: none"><li>a. The Company hereby appoints the Employee and the Employee hereby agrees to act as [*] of the Company in charge of [*] located at [*] on a [*] renewal contract basis</li><li>b. For the purposes of the Employment Act, 1955 and other relevant legislation, the Employment shall be deemed to have commenced on the [*].</li><li>c. The Employee will be required to carry out duties assigned by the Company related to the Employee's position which shall include but not limited to the following duties:</li><li>d. [*]</li></ul>
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## SCHEDULE B

1. Salary	(a) Fixed basic component of [ * ] per month (without overtime payment)
2. Travelling Allowance	Claims based on mileage calculation at standard rate in the discharge of official duties.
3. Housing	[ * ]
4. Medical Benefits	The Employee shall be entitled to medical attention fees (excluding specialist and dental care) up to an annual maximum of in total on reimbursement basis.
5. Group Personal Accident, Hospitalisation and Insurance Scheme	The Employee shall be entitled to participate in the Company's Group Personal Accident, Hospitalisation and Insurance Scheme based on the Company's scales of benefits, if any, and such scales shall be revised from time to time at the discretion of the Board of the Company.