

FIXED TERM CONTRACT FOR EMPLOYMENT FOR ONE (1) YEAR

This Employment Agreement (“Agreement”) is entered into as of the, between (“Company”) and (“you”). The Company hereby employs you and you hereby accept employment upon the following terms and conditions.

1. You shall be employed in the position of Your title, salary, benefits, job duties and location where duties shall be performed shall be assigned at the Company’s sole and absolute discretion. Depending upon the operational needs of the Company, you may be required to work staggered hours or on shifts or gazetted public holidays. You may also be requested to work on your rest days or beyond the usual working hours, which request you will not unreasonably refuse. Normal working hours are from 9.30am to 6.30pm, with one (1) hour break for lunch. All this will be briefed to you in detail when you report for duty.
2. You warrant and agree that you have the skill, aptitude, and ability to perform the services for which you are being employed, and that you will adhere to the standards of performance prescribed by the Company, for the fulfillment of those duties. You warrant and declare that you have fully disclosed to the Company all information regarding any criminal charge, conviction or bankruptcy proceedings which to your knowledge have been, had been, or may be brought against you.
3. You agree that you will devote all of your time and attention and give your best effort and skill exclusively to the business and interests of the Company, and that you will perform such services, as may from time to time be assigned to you, and shall do your utmost to further enhance and develop the best interests and welfare of the Company in all respects. You must obtain written approval from the Company before participating in outside activities for financial gain. Any participation in outside activities of any kind after working hours must not be in conflict with the Company’s interests. You further agree that you shall not at any time discuss with or provide any information whatsoever about the Company or its operations to any third part unless with the prior approval in writing of the Managing Director or equivalent position.
4. You acknowledge that there is no agreement, express or implied, between you and the Company for any specified period of employment, nor for continuing or long-term employment.
 - 4.1 You covenant with the Company that you will not within Malaysia or otherwise for a period of twelve (12) months after ceasing to be employed under this Employment Agreement without the prior written consent of the Company either alone or jointly or as manager, agent, consultant or employee of any person, firm or company, directly or indirectly carry on or be engaged in any activity or business which shall be in competition with the business of the Company.

- 4.2 Your employment shall continue until the earlier of:
- a. termination by the Company, in its sole and absolute discretion, for Cause as defined below, in which event no payment of any compensation shall be made to you; or
 - b. termination by either yourself or the Company at any time, without any reason being given, upon two (2) months' written notice or by payment of two (2) months basic salary in lieu of notice. The Company's right to terminate under this provision shall not constitute a waiver of the right to contend that the termination was supported by Cause.
- 4.3 "Cause" shall mean the existence of or a belief by the Company in the existence of facts which constitute, in the sole and absolute discretion of the Company, a basis for termination of your employment in view of relevant factors and circumstances, which may include, but are not limited to, your duties, responsibilities, conduct on the job or otherwise, job performance, and employment record. Acts or omissions which could constitute a basis for termination include, but are not limited to:
- a. Breach of any of the terms of this Agreement;
 - b. Failure to perform duties in accordance with the standards of performance from time to time established by the Company in its sole and absolute discretion. As this is a performance based Company and you have been employed on the basis of your representations as to your qualifications and abilities, you are required to perform the duties for which you are being employed to the satisfaction of the Company and to meet the standards of performance prescribed by the Company.;
 - c. Conduct which the Company determines, in its sole and absolute discretion, may impair the integrity of the Company, including, but not limited to:
 - i. Insubordination;
 - ii. Dishonesty;
 - iii. Neglect in performance of or failure to attend to the performance of duties;

iv. Disability;

If your ability to perform your duties is affected by a temporary or permanent mental or physical disability, the Company shall have the right to have you examined by a physician(s) of its choice, and you hereby authorize the Company to obtain from the physician(s) all medical information, reports, tests or X-rays which could be relevant to an evaluation of the illness or injury and effect on your capacity to perform your duties.

v. Your breach of fiduciary duty;

vi. Any inaccurate, incomplete, or misleading oral or written statements made by you at any time and to any employer, including, but not limited to, any such statements in interviews, resumes, curriculum vitae, job application, or other related oral or written communications; and

d. Any act or omission, which in the sole and absolute discretion of the Company, is inconsistent in any way with the business interests of the Company.

5. Your starting salary (consisting of basic pay and allowances) shall be **RM..... per month** and may be adjusted based upon factors, which shall include your job performance at the discretion of the Company. Information about employee compensation and benefits constitutes confidential information, which you shall not disclose with the Company's prior authorization. **Your commencing date with the Company shall be the of**
6. Your service with the Company is considered for a fixed term of one (1) year and if a bonus payment is announced by the Company you shall be eligible, however this payment will be at the sole discretion of the company.
7. The Company, will make contributions to the Employees Provident Fund and SOCSO in accordance with statutory requirements.
8. You shall be eligible to take days' leave. Use and accrual of annual leave shall be governed by the Company's annual leave policies.
9. You will be provided medical and hospitalization benefits in accordance with the Group Hospitalization and Surgical Insurance Policy coverage obtained by the Company.
10. You will be provided personal accidental insurance benefits in accordance with the Group Personal Accident Insurance Policy coverage obtained by the Company.
11. The Company may in its sole and absolute discretion re-employ you after the expiry of this Fixed term contract for such period and upon such terms and conditions which the parties may agree.

12. You shall not receive any benefits that are not expressly stated herein. Separate written descriptions of the benefits provided may be provided from time to time and the Company reserves the right to modify, add to, or eliminate all or any part of these benefits at any time.
13. You agree that you will give full attention and will fully comply with the rules, policies and procedures as may be made from time to time in the Company's sole and absolute discretion.
14. The rights which accrue to the Company under this Agreement shall pass to its successors or assignees including any subsidiaries, associated companies, branches or affiliate Company which you may be transferred to by the Company at its discretion. You may not assign any right under this Agreement with respect to the employment relationship, commencement, and termination of the employment relationship.
15. The Company reserves the right and sole discretion to transfer you from one job to another; or from one locality to another (within Malaysia or abroad); or from the holding company to its subsidiaries or associate companies and vice versa; or from one subsidiary / associate company to another; or from one branch to another; or to an affiliate company. The right to transfer includes the right to transfer to any subsidiaries, associate companies, branches or affiliates that may be set up in the future.
16. This Agreement can be modified only by a written instrument executed by you and the Managing Director on behalf of the Company or someone specifically designated in writing to make such a modification on behalf of the Company.
17. The delay or failure of the Company to insist upon your punctual performance of any of the provisions of this Agreement, or the failure of the Company to exercise any right or remedy under this Agreement, shall not constitute in any manner a waiver by Company of any subsequent default or breach by you.
18. If one or more of the paragraphs contained herein are held to be invalid by a court of competent jurisdiction, the remainder of the Agreement will continue in full force and effect.
19. You acknowledge that you have read this Agreement and have had full opportunity to seek any independent legal advice desired before signing it.

Name of Employee :

Signature :

Date :

For and on behalf of

.....
MANAGING DIRECTOR