

Our ref: KG/HR/OL/00138

16<sup>th</sup> August 2019

Ms. Tamilarasi A/P Thiagaraja  
NRIC: 940128-08-5630

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Dear Sir/Madam,

**OFFER OF EMPLOYMENT**

We refer to your application for employment and the subsequent interview, during which we have been impressed with your work experience and the self-assuredness, confidence and poise that you presented, and we believe you will be a valuable asset to our company. As such, we are delighted and pleased to offer you the position as described at **Clause 1 of Schedule A** with Kensington Green Specialist Centre Sdn Bhd ("KGSC" or the "Company").

The salient terms and conditions **including Schedule A and Annexure 1** governing your employment and service with the Company set out below.

**1.0 Commencement of Employment**

Your employment with the Company will commence as described at **Clause 3 of Schedule A**.

**2.0 Duties and Responsibilities**

2.1 As the position as describe at **Clause 1 of Schedule A**, you will be reporting to your immediate superior as describe at **Clause 2 of Schedule A** or as assigned by Management.

2.2 You shall at all times during the period of this Agreement:

- (a) Undertake such duties and exercise such powers in relation to the Company and the business at such place whether inside or outside Malaysia as your superiors, shall from time to time assign to or vest in you;
- (b) In the discharge of such duties and in the exercise of such powers observe and comply with all resolutions and directions from time to time made or given by your superiors;
- (c) Devote substantially the whole of your time and attention during official working hours to the discharge of your duties hereunder;
- (d) In pursuance of your duties hereunder, perform such services for any existing or future subsidiary and associated companies of the Company (with or without further remuneration as may be agreed upon between the parties concerned) accept such offices in such companies as your superiors may reasonably require;
- (e) Discharge your duties diligently without compromising the interest of the Company; and
- (f) Use your best endeavors to promote the interest of the Company.

2.3 You shall at all times keep your immediate superior promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company and the Group and provide explanations as they may require.

2.4 Subject to any regulations which may apply to you, shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected, or other business transacted (whether or not by you) by or on behalf of the Company/Group and if you (or any firm or company in which you are directly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by him or the amount received by such firm or company.

#### 2.5. Exclusive Service

- (a) You must devote the whole of your time, attention and abilities during your official hours of work for the Company, performing your duties for the Company. You may not, under any circumstances, whether directly or indirectly, undertake any other employment, business or self-employment, of whatever kind, during or after your working hours for the Company, unless approved by your superiors in writing.
- (b) You will not at any time engage, whether directly or indirectly, in any business, employment, or self-employment which is similar or in any way connected to or competes with the business of the Company or which could or might reasonably be considered by others to impair your ability to act at all times in the best interests of the Company.

### 3.0 Remuneration package

3.1 Your remuneration package shall be as described at **Clause 5 of Schedule A**.

3.2 Your monthly remuneration shall be payable to you net of the relevant statutory deductions as further described in Para 5.0 below. Additionally, the Company shall contribute its statutory share of the requisite employers' contributions thereof to the relevant statutory bodies.

3.3 Subject to satisfactory performance, including the achievement of key performance indicators determined for your position by the Company, you shall be eligible for annual increments. Such increments are however granted at the Company's discretion.

3.4 Your remuneration package shall also include fringe benefits based on the Company's fringe benefits manual, details of which shall be furnished upon your acceptance of our Offer of Employment. The benefits are subject to review, amendment and/or withdrawal at the sole discretion of the Company as and when required.

3.5 Your salary will be paid on-line through Maybank or any other bank assigned by the Company.

### 4.0 Bonus

4.1 Subject to satisfactory performance, including the achievement of key performance indicators determined for your position by the company, you shall be eligible for annual bonuses which will be payable to you net of the relevant statutory deductions as further described in Para 5.0 below. Additionally, the Company shall contribute its statutory share of the requisite employers' contributions thereof to the relevant statutory bodies.

4.2 Bonus is granted at the company's discretion, and the quantum shall vary according to individual staff's performance as well as the company's results. Where applicable, bonus in the year of joining is pro-rated to the period of service.

4.3 In order to be eligible for bonuses/incentive payments, you have to remain in employment with the Company at the time of bonus/incentive payment.

#### **5.0 Statutory Contributions and Deductions**

5.1 The following statutory contributions and/or deductions shall be made in respect of your salary, bonus awards, and other allowances and benefits-in-kind as applicable, in accordance with statutory and regulatory policies:

- (a) EPF (Employees Provident Fund);
- (b) EIS (Employees Insurance Scheme);
- (c) SOCSO (PERKESO); and
- (d) Income Tax PCB (Potongan Cukai Bulanan).

5.2 You shall be responsible for the veracity of all relevant information furnished by you, and requisite timely updates therefrom, for purposes of ascertaining the applicable quantum of statutory contributions and/or deductions. Any penalties that may be imposed on the company due to incorrect information furnished shall be wholly reimbursable by you to the company and deducted against remuneration due to you, based on mutually agreed arrangements between the company and yourself.

#### **6. Hours of Work**

6.1 The Company operates a specialist hospital providing twenty-four (24) hours private healthcare facilities and services, seven (7) days a week.

6.2 Your hours of work shall be as described at **Clause 4 of Schedule A** and you shall report for duty based on the approved Duty Roster or as per instruction from your immediate superior.

6.3 From time to time you may be required and is expected to work reasonable additional hours as necessary in the due performance of your duties. You shall refer to Human Resources Policy to check your eligibility on overtime claims.

#### **7. Probation and Confirmation**

7.1. You will be placed on probation for a period of six (6) months from the date of your commencement of employment.

- 7.2. This period of probation may be reduced or extended for a further period of six (6) months, at the absolute discretion of the company and in either case; you will be informed in writing prior to or upon expiry of the initial period of probation.
  - 7.3. Upon successful completion of the relevant period of probation and subject to your satisfactory performance, you will be notified in writing of your confirmation of employment.
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**8. Termination Notice**

8.1 During period of probation

At any time during the period of probation, either initial or extended as the case may be, or on the expiration thereof, your employment may be terminated either by the company or by yourself, by serving to other, a written notice as described at **Item (a) of Clause 6 of Schedule A** or by payment of the equivalent salary in lieu of such notice as described at **Item (a) of Clause 6 of Schedule A**, without assigning any reason whatsoever for such termination.

8.2. After confirmation

After confirmation of your employment, the notice period for termination of employment as described at **Item (b) of Clause 6 of Schedule A** to be served by either party in written or **payment of the equivalent salary** in lieu of such notice as described at **Item (b) of Clause 6 of Schedule A**.

- 8.3. The aforesaid period of notice or quantum of indemnity in lieu of notice may be reduced or waived, only by mutual agreement between yourself and the company.
- 8.4. Notwithstanding anything to the contrary herein before stated the company may at its sole discretion without due notice or payment in lieu of such notice terminate the contract of employment summarily upon (but not limited to) the occurrence of any of the following events:
  - (a) If you constantly display a performance that is below the acceptable level.
  - (b) If you shall enter into any arrangements or composition with your creditors.
  - (c) If you shall at any time be declared a bankrupt during your employment.
  - (d) If you shall be guilty of any misconduct or dishonesty inconsistent with the expressed and/or implied conditions of service or wilful neglect of duties.
  - (e) If you are addicted to any habit which renders it unsafe or unwise for the company to continue to employ you.
  - (f) Convicted of any criminal offence.

8.5. Contract Deemed to have Broken/ Abandoned

You shall be deemed to have abandon or broken your contract of service with the Company if you have been continuously absent from work for more than two consecutive working days without prior leave from the Company, unless you have a reasonable excuse for such absence and have informed or attempted to inform the Company of such excuse prior to or at the earliest opportunity

during such absence. You shall be required to pay the Company an indemnity of a sum equal to the amount of wages in respect of the termination notice period as per your contract of service.

## **9. Annual and Other Leaves**

- 9.1. Upon confirmation of employment, employees are entitled to yearly annual leave in accordance to the Company's prevailing HR Policies.
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- 9.2. The company encourages all staff to utilise and enjoy their leave entitlements annually. As such, annual leave entitlements may only be carried forward for one (1) calendar year, subsequent to which, any balance of unused annual leave entitlement shall be forfeited.
- 9.3. Other leave entitlements are as provided in the company's HR Policies, or amendments thereto as appropriate from time to time.

## **10. Retirement Age**

- 10.1. All employees of the company shall retire from service with the company at age of sixty (60) years.
- 10.2. The company may, at its discretion, offer re-employment.

## **11. Non-Disclosure of Confidential Information**

- 11.1. Without the prior consent of the company or except as authorised or required in the course of the performance of your duties, you shall not disclose or make available, directly or indirectly to third parties any confidential operations, processes and dealings, or any information concerning the business, finances, transactions or affairs of the company or any parties related to the company and/or its shareholders and board of directors which may come to your knowledge during your employment with the company.
- 11.2. You shall keep with complete secrecy all confidential information and matters entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the company or its business.
- 11.3. This restriction shall continue to apply after your cessation of employment with the company without limit in point of time but shall cease to apply to information or knowledge which may come into public domain.
- 11.4. Upon cessation of your employment with the company, you shall turn over to the company, all documents, data or other requisites, originals and all copies, physical or electronic, confidential or otherwise, obtained or made by you during the course of your employment with the company, pertaining to the business of the company. You shall not engage in destruction of any such document. For the avoidance of doubt, it is hereby declared that the property and all such documents as aforesaid shall at all times be vested in the Company.

## **12. Conflict of Interest**

- 12.1. You shall not indulge, engage or interest yourself either directly or indirectly, whether for reward or gratuitously in any work, investment or business other than in the course of the performance of your duties except with prior consent of the company.
- 12.2. This restriction will not apply to your participation in or transactions pertaining to shares in a public company listed in the Stock Exchange of Malaysia.

## **13.0. Changes to the Appointee's Terms of Employment**

- 13.1. The Company reserves the right to make reasonable changes to the Company's Policies and any of your terms and conditions of employment and will notify you in writing of such changes at the earliest opportunity, in any event, within one month before such changes are to take effect.
- 13.2. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.

## **13.0. Transfer**

- 14.1 You may be subject to be transferred or relocated from one department to another within the Company or from the Company to its Holding Company or its Holding Company's subsidiary or associated company.

## **14. Personal Data Protection Act, 2010 (PDPA)**

- 15.1. Pursuant to the PDPA, the company requires all employees to comply with the company's PDPA policies. Failure to do so will be regarded as serious misconduct and will be dealt with in accordance with the company's disciplinary policy and procedure.
- 15.2. The company's Notice on PDPA is attached as **Annexure 1**. Please acknowledge the same to indicate your understanding thereof and consent to the company to utilise your personal information in accordance with the PDPA.

## **16.0 Other Terms and Conditions**

- 16.1 Your other terms and conditions of employment and service will be governed by the company's policies and practices or amendments thereto as appropriate from time to time. Please refer to the management of the company should you require further clarifications on such policies and practices.

16.2. Your employment is also subject to your compliance with any conditions of employment and service or the company's rules, regulations and practices, written, expressed or implied, for the time being in force.

16.3. It is a condition of your employment that you shall not be or continue to be a member of a trade union which represents the interests of the Company's employees who are in categories which come under your control and direction, directly or indirectly, and for the execution of whose duties you are responsible in any manner or to any degree.

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16.4. **In the event that you withdraw your acceptance before your agreed commencement date, the penalty will be one (1) month's basic salary, payable to the Company.**

16.5. **This offer of employment is subject to you are medically fit for employment.**

## **17.0 Acceptance of Offer of Employment**

- 17.1. Kindly signify your acceptance of this Offer of Employment by completing the "Acknowledgement" portion on this letter, and return the same, duly completed and signed, to the undersigned within ten (10) days from the date of this letter.
- 17.2. If we do not hear from you within the said period, this offer will be deemed to be cancelled and we are not obliged to hold the position open for you.

We take this opportunity to welcome you and look forward to a mutually rewarding association.

Yours faithfully for and on behalf of  
**KENSINGTON GREEN SPECIALIST CENTRE SDN BHD (1126830-W)**



**Serene Ong**  
**Senior Human Resources Manager**

### ACKNOWLEDGEMENT

I hereby acknowledge receipt of the original copy of this letter of Offer of Employment and confirm that I fully understand the terms and conditions thereof and accept the offer.

I have read and understood the Notice on PDPA and hereby consent to the collection and processing of my Personal Data and Sensitive Personal Data as defined under the Personal Data Protection Act, 2010, and further agree to comply with all reasonable request of the company to enable it to comply with its obligations under the PDPA or other applicable laws, regulations and/or guidelines.

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Signature and Date

Name in written (as NRIC): \_\_\_\_\_

## **ANNEXURE 1**

### **NOTICE ON PERSONAL DATA PROTECTION ACT, 2010 (PDPA)**

#### **1.0 PERSONAL DATA PROTECTION ACT, 2010 NOTICE**

This notice is issued pursuant to the Personal Data Protection Act 2010 ("Act") ("Privacy Notice"). It

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explains the type of data we collect or have collected and how we collect the data, the purposes of processing such data, the parties we disclose or have disclosed the data to and the choices available to you including how to access and correct such personal data.

#### **2.0 PERSONAL DATA WHICH WE COLLECT FROM YOU**

When you instruct us to act for you we would or may need to or may collect, record, hold, store, use and/or carry out any operation on including organising, consulting on or disclosing ("process") your personal data which may include the following ("Personal Data"):

Name, national registration identification card number, passport number, photograph, email address, postal address, age, telephone number, mobile number, EPF details, SOCSO details, income tax details, employment details and history including details of present and past income, bank account details, credit card details, marital status, gender, nationality, children's details, names of relatives and how related including personal and contact details of relative, personal interests, hobbies, skills, languages, education or other related qualifications, achievements, ethnic origin, details of referees, medical records, physical, mental health or condition, political opinions, religious beliefs or other beliefs of similar nature, commission or alleged commission of offence, sexual orientation, directorship in companies, shareholding in companies, assets, involvement in legal proceedings including details of such legal proceedings, details of loans and other financial transactions, solvency, financial status, ownership of property, car registration details and all other related information necessary and incidental to our business.

#### **3.0 HOW WE COLLECT PERSONAL DATA**

We collect Personal Data through several methods which include but are not limited to:

- (a) information or comments you have provided to us by whatsoever means and/or in whatsoever manner;
- (b) information obtained independently by us or given to us from other lawful sources.

#### **4.0 PURPOSES FOR WHICH WE PROCESS PERSONAL DATA**

We process your Personal Data for purposes which may include:

- (a) for and/or in connection with the conduct of business and provision of services in the capacity of an advocate and solicitor, trade mark agent, industrial designs agent, patent agent, commissioner for oaths, notary public and other similar capacity;
- (b) for and/or in connection with pursuing the legitimate interests of the firm including processing which is necessary and incidental to the carrying out of the conduct of the business of the firm;
- (c) for and/or in connection with complying with laws and regulations including requirements of any government or quasi-government or regulatory authorities or court of law;
- (d) for and/or in connection with all other purposes necessary and/or incidental to our business and all purposes necessary for or related to any of the above purposes.

**5.0 TO WHOM WE DISCLOSE PERSONAL DATA TO, INCLUDING TRANSFER ABROAD**

**5.1** When processing your Personal Data, we may disclose such Personal Data to the following persons including but without limitation to:

- (a) departments within our Firm including any of our partners, lawyers and employees on a need-to-know basis;
- (b) our auditors, lawyers, consultants, insurers, proposed insurers, advisers, bankers, agents, third party service providers (including law firms in other jurisdictions), business partners or associates or legal referral guides who are under a duty of confidentiality to us;
- (c) government or quasi-government and regulatory authorities in Malaysia and in countries where we, our auditors, lawyers, advisers, bankers, agents, third party service providers (including law firms in other jurisdictions), business partners or associates or legal referral guides have a presence or require approvals or are required to submit such information;
- (d) all other persons or bodies who provide us with services necessary and/or incidental to our business; and
- (e) transfer to places outside Malaysia when carrying out any of the purposes stated herein.

**5.2** We may process your Personal Data including contacting you for the purpose(s) stated herein via telephone calls, text messaging, emails, cross-platform mobile messaging applications, post, facsimile, social media or by whatsoever form of available modes of communication.

**6.0 ACCESSING AND UPDATING YOUR PERSONAL DATA**

**6.1** Under the Act, you have the right of access to your Personal Data upon payment of a prescribed fee and you may request that we correct any of your Personal Data which is inaccurate, incomplete or out-of-date unless compliance is refused under the Act. We will notify you of the reasons for not being able to accede to your request. We may also exercise our discretion in allowing the corrections requested and/or may require further documentary evidence of the new data to avoid fraud and inaccuracy.

**6.2** You may also withdraw your consent or restrict the purposes and methods in which we process your Personal Data and the personal data relating to other persons who may be identified from your Personal Data.

**6.3** Should you have any queries, concerns, complaints or requests in relation to this Privacy Notice, kindly contact us at our office during office hours (between 8:30am to 5:30pm, Mondays to Fridays).

**6.4** Please note that notwithstanding the withdrawal of your consent, we may still process your Personal Data under circumstances permitted by law.

**7.0 WE UPDATE OUR PRIVACY NOTICE FROM TIME-TO-TIME**

We review and update this Privacy Notice from time to time to reflect the changes in law and business practices. We would advise you to obtain the latest version of our Privacy Notice by contacting us or visiting our website to ensure that you are familiar with the latest version. By continuing to instruct us after communication of our latest Privacy Notice, you are deemed to have accepted and consented to the revision and update contained therein.

**8.0 IMPACT OF NON-PROVISION OF PERSONAL DATA**

8.1 Please note that in the event your Personal Data is not supplied or is insufficiently supplied to us, your instructions may not be accepted or your request to browse the information on our website may be denied.

8.2 Please further note that if you withdraw your consent or restrict the purposes and methods in which we may process your Personal Data, we may not be able to continue to act on your instructions.

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**9.0 PERSONAL DATA OF THIRD PARTIES**

You hereby confirm that you have obtained the consent from the person(s) whose personal data may be given to us by you or identified from your Personal Data which may be processed by us for the purposes stated herein including disclosure to the parties stated herein.

**10.0 YOUR CONSENT**

Please take note that by giving us your consent, you hereby agree with and consent to us processing/continuing to process your Personal Data in accordance herewith.

Kindly indicate your consent by signing and returning to us the "PDPA Consent Form" in the manner as set out below.

*Tamilarasi*

Clause	Items	Description	
1	Position	Acting Physiotherapy Supervisor	
2	Immediate Superior	Refer to Job Description	
3	Date Commencement Work	24 <sup>th</sup> October 2019 or as mutually agreed upon.	
4	Working Hours	Based on hospital operational requirement: (a) Five and half day (5.5 days) per week -- Monday to Friday: 8am to 5pm Saturday: 8am to 12pm (On-call as and when required) or (b) Three rotating shifts – 7am to 2.30pm or 2pm to 9.30pm or 9pm to 7.30am	
5	Remuneration	Monthly Basic Pay	RM 3,000.00
		Acting Allowance	RM 200.00
		On Call Allowance (if any)	Refer to Human Resource Policy
6	Notice of Termination	Item (a): During probation	One (1) month
		Item (b): Upon confirmation	Two (2) Months
7	Payroll Period/Month	24 <sup>th</sup> last month to 23 <sup>rd</sup> this month	
8	Payday	Within seven (7) days after payroll cut off	