

Our Ref : SDU/EID008/DIN/17

Date: 1<sup>st</sup> December 2017**(PRIVATE & CONFIDENTIAL)**

ANANDINI A/P GANAPATHY

NO 35 JALAN 17/4,  
HAPPY GARDEN,  
46400 PETALING JAYA,  
SELANGOR DARUL EHSAN.

Dear Ms Anandini

**OFFER OF EMPLOYMENT**

Refer to your application for employment, we are pleased to offer you the position of **PHYSIOTHERAPIST** on the following terms and conditions :-

**1) Commencement Date 1st December 2017 at SPINALIVE Damansara Utama Branch****2) Salary**

You will be paid a monthly basic salary of RM1,800.00 & allowance for season pass parking during probational period. Your salary will be adjusted upon confirmation of employment of basic salary RM1, 800.00, allowance for season pass parking & additional 10% commission.

**3) EPF & SOCSO**

You will be required to contribute to EPF and SOCSO at the statutory rate.

**4) Duties & Responsibilities**

- a. You are required at all time to devote the whole of your time, attention and abilities exclusively to the business of the company and shall not while in the employment conduct any other business whatsoever without prior consent in writing of the company.
- b. You will comply with the Company's policies and Terms & Conditions of Employment subject to such changes and amendments as may be made by the Company at the Company's discretion from time to time as may think fit without prior notice to its employees. A copy of the Terms & Conditions of Employment is annexed hereto for your perusal.
- c. The Company may at its absolute discretion second you or transfer your employment to any of the Company's related or associated companies in Malaysia.

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## 5) Confidentiality

You are expected to sustain job integrity, honesty and not disclose or divulge acquired at anytime any confidential information in or relative to the Company's business which may come within your knowledge or possession in the course of your employment with the Company.

## 6) Probation Period

- a. Notwithstanding the foregoing, you will under probation period for a period of **SIX (6) months** from the commencement date.
- b. The probation period may at any time be varied or extended by the Company for such further period or periods as it may determine at its discretion.
- c. Confirmation of employment must be in writing and shall be given to the employee concerned upon satisfactorily performance appraisal given by the superior at the expiry of the probationary period or any other extended probation periods as the Company may thinks fit.
- d. The probation period shall be counted as part of an employee's length of service with Company upon confirmation

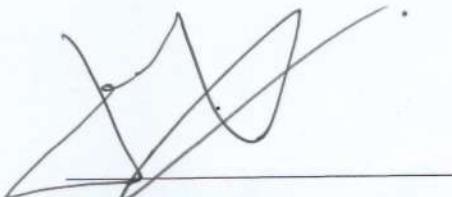
## 7) Notice of Termination

- a. Subject as hereinafter provided, your appointment may be terminated at any time during the probation period by either party by giving **two (2) weeks written notice** to that effect or **two (2) weeks' salary in lieu** of such notice without any reason being assigned by either party for such termination.  
Thereafter, upon confirmation of your appointment may be terminated at any time by either party by giving **one (1) month's written notice** to that effect or **one (1) month's salary in lieu** of such notice.
- b. Your appointment shall be subject to termination by the Company by immediate notice in writing if you shall at any time :-
  - i. Commit any breach of any of the provisions herein contained which, in the sole and absolute opinion of the Company, is serious or persistent.
  - ii. Be guilty of any default, misconduct or neglect in the discharge of your duties or in connection with or affecting the business of the Company.
  - iii. In the sole and absolute opinion of the Company, be guilty of any conduct tending to bring yourself or the Company into disrepute or that is prejudicial to the interest of the Company.
- c. Termination of your appointment shall be without prejudice to any rights which have accrued to the Company at the time of termination.

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Kindly confirm your acceptance of the above terms and conditions by signing and thereafter returning the duplicate of this letter together with the set of "Terms and Conditions of Employment" for **SPINALIVE SDN BHD**.

Yours faithfully,  
For SPINALIVE SDN BHD



LIM AUN JUNN  
EXECUTIVE DIRECTOR

I, ..ANANDINI ..A/P ..GANAPATHY.....

(NRIC NO : .....956818-10-5634.....)

Hereby confirm my understanding and acceptance of the above terms and conditions as set herein.

Signature of Applicant: 

Date: 1/12/2017

Tel ( Residence ) : 03 79574342



## TERMS & CONDITIONS OF EMPLOYMENT

### 1. GENERAL

The Terms & Condition of employment for all employees of the Company shall not be less favourable then those laid down in the Employment Act 1955 and such other legislation as may be enacted in Malaysia for the time being in force.

### 2. WORKING HOURS

You will be required to follow the hours set for office as follows: -

Monday	:	10.00AM – 7.00PM
Tuesday	:	OFF
Wednesday	:	10.00AM – 2.30PM
Thursday - Friday	:	10.00AM -7.00PM
Saturday & Sunday	:	8.00AM – 3.00PM

### 3. PUBLIC HOLIDAY

Employee is entitled to ten (10) chosen gazetted public holiday entitlement base on approval by the Company.

### 4. REMUNERATION

#### 4.1 Salary

The commencing salary shall be stated in the company's Letter of Offer for employment. Salary pay day shall be not later than the 7<sup>th</sup> day of the following month. Except for resigned employee whose salaries would be paid by cheque; all salaries shall be credited into employees' bank account.

#### 4.2 Overtime

Overtime is defined as work performed at the Company's request beyond the official working hours. Employee who is earning above RM1,500 will not be compensated for overtime work, provided the employee has obtained prior approval.

#### 4.3 Salary Review

Annual Review of salary shall be due in the month of January each year. The increment of salary, if any, is at the total discretion of the Management. The company may also grant merit increments to a new employee who has successfully completed his / her probationary period or to an employee who has given outstanding performance to the company.

#### 4.4 Commission

Rate of commission shall be stated in the company's Letter of Offer for employment. Commission pay day shall be at every month end.

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## 4.5 Bonus

Bonus shall be determined by the Board of Directors subject to the performance of the Company.

## 5. BENEFITS

### 5.1 Annual Leave

a) Upon Confirmation of service, your annual leave entitlement shall depend on your length of services as follows :-

Practitioner staff	:	18 days if service is less than 2 years
		20 days if service is 2 to 5 years
		22 days if service is more than 5 years

Non – Practitioner staff	:	14 days if service is less than 2 years
		16 days if service is 2 to 5 years
		18 days if service is more than 5 years

The time of taking your leave eligibility will be at the discretion of the Company.

b) Notice Period for leave Application

All leave must be applied and authorised by Head of Department before employee goes on leave otherwise the leave taken will be treated as no pay leave.

Less than 3 days	:	7 working days notice
More than 3 days	:	14 working days notice

c) Accumulated of Annual Leave

Employee will not be allowed to carry forward leave eligibility to the following calendar year. If leave is not taken by the end of the year, the said entitlement will be forfeited.

### 5.2 No Pay leave

No pay leave application is strictly not allowed. Employee shall be granted no pay leave on a case to case basis, subject to review and approval by the management.

### 5.3 Medical Leave & Entitlement

Upon confirmation of service, employee shall be entitled to medical leave with full pay subject to the following limits :-

Outpatient Medical Leave	:	14 days if service is less than 2 years
		18 days if service is 2 to 5 years
		22 days if service is more than 5 years

Hospitalisation Leave	:	60 days per calendar year inclusive of outpatient medical leave
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## 5.4 Marriage Leave

Employee who has completed twelve (12) months of service shall be granted paid marriage leave of three (3) consecutive working days for his / her first legal marriage. The first legal marriage shall mean the first marriage certified by the Registry of Marriages.

## 5.5 Compassionate Leave

Upon confirmation of service, employee shall be granted such leave as follow :

- a) Death of spouse, children, parent, parent in-law ~ 2 consecutive working days
- b) Death of grandparents, grandparents in-law ~ 1 consecutive working days

## 5.6 Maternity Leave

- a) A female employee who has served the company for a period of not less than ninety (90) days before the day of confinement shall be entitled to sixty (60) maternity leave consecutive days (Inclusive off day, rest day and public holiday) of up to five (5) surviving children.
- b) The benefit is only payable after the employee has completed twenty eight (28) weeks of pregnancy. Maternity leave shall not commence earlier than the period of thirty (30) days immediately preceding the confinement or later than the day immediately following her confinement.

## 5.7 Reimbursement Expenses

All out-of-pocket reimbursable expenses in connection with the performance of an employee's job function / responsibilities will be reimbursed through his / her submission together with relevant document original receipts whenever applicable and subsequently approved by management.

# 6. CONDUCT & RESPONSIBILITIES

## 6.1 Code of Conduct

- a) All employees must conduct themselves at all times in a manner that will reflect favourably on the Company & its associated companies
- b) It is the Company's objective, wherever possible, counsel and attempt to help errant employees improve their work, attitude, and behaviour. Disciplinary action will only take place when other corrective measures have failed.

## 6.2 Punctuality / Absenteeism

- a) Employee is required to observe the hours of work and be conscientious about punctuality.
- b) In the event that an employee is not able to report for work due to unforeseen circumstances, the superior must be informed of the absence within **first hour before** from the official start working of the day.
- c) Absenteeism without record will be viewed as serious matter and will subject the employee to disciplinary action. An employee who is absent from work for more than **two (2) consecutive working days** without prior approved leave from the Company or without reasonable excuse; or without informing or attempting to inform the Company of the excuse for such absence shall deemed to have vacated office.

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## 6.3 General Housekeeping

General housekeeping is expected of every employee. All employees should help to ensure that his / her work area and the common facilities are kept clean and tidy at all times.

## 6.4 Change of Status

It is the responsibilities of the employee to communicate and inform any changes in his / her status as regards to personal particulars such as marital status, address, contact number or Achievement of additional education / professional qualification to the Company.

## 6.5 Company Property

Property belonging to the Company must not be removed without the consent of an authorized Company official and must not be defaced, damaged or improperly used. Property belonging to the company must be returned upon resignation or termination of service.

## 7. AMENDMENTS

The company may from time to time stipulate other conditions or amend existing Terms and Conditions of Employment, taking into consideration the Company's Policy and the prevailing labour legislation.

I..... *ANANDINI Alp. GANAPATHY*.....

(NRIC NO : 950818-10-5634.....)

Hereby confirm my understanding and acceptance of the above terms and conditions of Employment.

Signature of Applicant: *Alp.*

Date: 1/12/17

Tel ( Residence ) : 0379574342