



OSEM PHYSIOTHERAPY SDN BHD

Company No: 202001034184 (1390505-U)

32A-G, Lorong Seri Impian 1, Taman Seri Impian,
14000 Bukit Mertajam, Pulau Pinang, Malaysia.

Choong Bei Ying
No 216, Lorong Kijang 4
Taman Kijang
09600 Lunas,
Kedah

Ref: OSEM/REC20/003

Date: 2/12/2020

Offer of Employment on the Position of Junior Physiotherapy

Dear Ms. Choong Bei Ying,

We are pleased to offer you, the position of **Junior Physiotherapy Assistant (CN1)** with OSEM Physiotherapy Sdn Bhd (the 'Company') on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of 21st December 2020.

2. Job title

Your job title will be **Junior Physiotherapy (CN1)**, and you will report to Ms Hoo, Chief Physiotherapist.

3. Salary

Your commencing basic salary will be as **RM2000.00** per month.

4. Place of posting

You will be posted at Alma, Pulau Pinang. You may however be required to work at any place of business which the Company has, or may later acquire.

5. Probation

You will be placed on probation for a period of three (3) months from the date of your commencement of employment. This period of probation may be reduced or extended for a further period of three (3) 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.

6. Confirmation

Upon successful completion of the relevant period of probation and subject to your satisfactory performance, you will be notified in writing of your confirmation in employment.

7. Hours of Work

Depending on the operational requirements of the Company, you are required to work as per the schedule which may be determined by the Company from time to time. You are expected to work not less than 48 hours each week, and if necessary, for additional hours depending on your responsibilities.

8. Leave/Holidays

8.1 Upon confirmation in employment, you are entitled to yearly annual leaves as follows: -

- Less than 5 years – 10 days
- 5 years or more – 14 days

8.2 The sick leave shall be as follows: -

- 14 days per year if less than 2 years of service
- 18 days per year if service is between 2 to 5 years
- 22 days per year if service is more than 5 years

8.3 The Company shall notify a list of declared holidays in the beginning of each year in accordance to National Public Holidays and Pulau Pinang State Public Holiday.

8.4 Every confirmed employee shall, on producing documentary evidence, be entitled to Compassionate Leave subject to a maximum of 5 days per year in the event of the following circumstances:

- Death of employee's spouse,
- Death of employee's children,
- Death of employee's parents or
- Death of employee's parents-in-law.

8.5 Female employees are entitled to Sixty (60) consecutive days maternity leave subject to the provision of the Employment Act 1955.

9. Increment/Year End Bonus

The Company at its discretion will be providing increment and year end bonus to employees based on the individual performance of the employee and also on the performance of the Company.

10. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time. Your specific duties are set out in Schedule I hereto.

11. Company property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be

recovered from you by the Company.

12. Borrowing/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

13. Termination

- 13.1 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, fourteen (14) days written notice or by payment of the equivalent of fourteen (14) days salary in lieu of such notice, without assigning any reason whatsoever for such termination.
- 13.2 After confirmation of your employment, you may terminate your employment with the Company, without any cause, by giving no less than 2 months' prior notice or salary for unsaved period, left after adjustment of pending leaves, as on date.
- 13.3 Upon confirmation, at any time of your employment, your appointment can be terminated by the Company, without any reason, by giving you not less than three (3) months' prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.
- 13.4 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.
- 13.5 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and

the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

14. Confidential Information

- 14.1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.
- 14.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.
- 14.3 At no time, will you remove any Confidential Information from the office without permission.
- 14.4 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.
- 14.5 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.



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15. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

16. Acceptance of our offer

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you, and look forward to receiving your acceptance and to working with you.

Yours Sincerely,

NG GAO FU
DIRECTOR
OSEM PHYSIOTHERAPY SDN. BHD.

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ACKNOWLEDGEMENT

I, Choong Bei Ying (NRIC: 961128-07-5240),

hereby acknowledge receipt of the original copy of this letter of Offer of Employment dated **2/12/2020** and confirm that I fully understand the terms and conditions of the said Offer Of Employment and **accept/reject** the offer. I **shall/shall not** report for duty at 9.00 am. on 21/12/2020

Signature of Applicant: 

Date: 3/12/2020