



SPARK CHILD DEVELOPMENT CENTRE
(Owned by BJ Brimedic Sdn Bhd) 1457275-X
The Earth, No. 26, Jalan Jalil 1, Bumi Bukit Jalil,
Lebuhraya Puchong Sg. Besi, 57000 KL
H/P: 012-203 1610
Email: bj.sparkinfo@gmail.com
Website: www.sparkchildcentre.com.my

Private & Confidential

7th August 2023

Nurul Syahirah Binti Muhammad Luthfi (IC No.: 980310-14-5050)

No 0602, Blok Kenanga,
Taman Tun Teja,
48000 Rawang,
Selangor.

Dear Ms. Nurul Syahirah,

LETTER OF APPOINTMENT

We are pleased to offer you a contract of employment with Spark Child Development Centre (owned by BJ Brimedic Sdn. Bhd.) ("Company") as a **Physiotherapist** effective from **11th September 2023** onwards.

The following are terms and conditions of your employment:

Your Remuneration

Your basic salary will be Ringgit Malaysia Two Thousands Five Hundreds (RM 2,500.00) per month during 6-months service probation. Salary shall be reviewed upon confirmation.

Any revisions will be made at the Company's sole discretion. The Company also has the sole discretion to offer or change your other remuneration at any point of time when deemed necessary. Your reviewed remuneration upon confirmation will be maintained and shall only be revised after at least one (1) year service period during the confirmation period.

Please note that confidentiality of employee salary should be maintained at all times. Payment of salary will be paid directly through a bank appointed by the Company.

Salary/Wages Payment

Based on the Employment Act 1995 section 19(2), the latest date of salary/wages payment shall not be later than the 7th day after the last day of any salary/wages period.

The Company practices the salary/wages cycle starts on the 26th of the month and ends on the 25th of the following month. The payment salary/wages will then fall on following days but not be later than the 7th day after the salary/wages cycle completion.

However, due to the nature of bank operations, there will be some cycles that the transaction will be delayed. Such situations are stated but not limited to

- 26th of the month fall on the bank's rest day;
- Transaction floating due to bank system;

I, _____ accept and agree to the terms and conditions as detailed above.
Signed: _____ Date: _____



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- and others

In-house Training Programme Fee

In-house training of Company will last for six months with a nominal fee of Ringgit Malaysia One Thousand (RM 1,000.00) per employee. This fee will be subsidized by the Company initially when you start the training as a sign of good faith and trust. However, should you fail to pass the first six months period either due to substandard performance or if you wish to resign, you would have to reimburse the Company a total of RM 1,000.00 within seven (7) working days from the date of notice. You can pay it in cash, via bank transfer, credit card, or opt for it to be deducted from your final month's wages/salary.

Increment / Incentives / Bonus

Incentives shall be rewarded at the full discretion of the Management with terms and conditions applied, and based on your performance upon the confirmation of your employment.

Increment and bonus shall be rewarded at the full discretion of the Management with terms and conditions applied, and based on your performance after at least one (1) year of service upon the confirmation of the employment.

Job Description

You shall report to the CEO of the Company, or respective appointed Operations Manager of the Company, respective appointed Principal of the Company and respective appointed Coordinator of the Company.

Your responsibilities include the following:

- to conduct therapy sessions for individuals and/or groups of students
- to prepare therapy plan activities materials and/or resources for sessions
- to assist in monitoring and tracking the progress of individuals according to therapy objectives set under the supervision of appointed Coordinator.
- to plan and implement of any individual therapy of session, curricular follow up or preparation to liaise with other professionals, such as Paediatrician, Psychiatrist, Occupational Therapists, Clinical Psychologist, Speech & Language Pathologist, Language & Communication Teachers, Special Needs Teacher, Oral-Motor Therapist, general teachers and therapist-aides for student's overall progress and goals.
- to monitor the treatment equipment inventory, cleanliness and maintenance.
- to contribute and to attend any review or liaison meetings as requested by the management team
- to organize/assist in learning activities outside the structured environments, such as visitation, school excursion, events
- to communicate and review with parents/guardians for student's progress under the supervision of the management team
- to assist in daycare activities
- to assist in any marketing/promotional activities organized by the Company
- to prepare daily, monthly target, term and assessment reports

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Your duties and responsibilities as stated in the aforementioned Position and/or Job Description may from time to time be realigned, amended or revised by your superior in accordance with the needs of the Company and for the purpose of promoting the interest and welfare of the Company.

Duration of Probation Period

You are required to undergo a six (6) months service probation period for contract during which the Company will observe and assess your performance and suitability.

A Performance Appraisal will be conducted upon reaching the end of the service probation period for contract. The Company shall have absolute discretion in determining the confirmation of an employee. The Company has the right to extend the service probation period, at its sole discretion, if your performance is found unsatisfactory during the initial service period. The confirmation of the following bond period is subject to the Employee having performed his/her work and conducted him/her in a satisfactory manner to the suitability to be employed by the Company.

The service probation period contract may be terminated either by the Company or Employee by giving *one (1) month's notice, or one (1) month's salary payment* in lieu of notice. In case of any misconduct or any willful breach of the condition of the contract of service, the Company is entitled to terminate your service by giving your twenty-four (24) hours' notice.

On the last day of the service probation date on **10th March 2024**, you are required to submit the resignation letter with 1 month notice period if you decide not to continue service in Company.

Confirmation for Bond Period

After mutual agreement and understanding, the Employee shall be required to serve the Company for an additional period of **twenty-four (24) months** (hereinafter known as "Bond Period"). The Bond Period shall only take effect upon successful completion of the six (6) months service probation period for contract and at the discretion of the Company.

The Company is committed to fostering an environment that encourages employees to seek opportunities for professional growth and enrichment. The Company seeks to identify educational, training and development opportunities geared towards optimum improvement of employee's job performance and competencies in current and/or prospective positions. Employee shall gain opportunities to gain:

- Broad knowledge base of employee current jobs and duty assignments
- An understanding of the Company's operational goals and problems in all areas
- An appreciation of the organizational values to uplift one's morale, understand, own, promote and share the values
- Professional training in technical, general and leadership skills to avoid knowledge and/or skill obsolescence
- Current information about skills and knowledge needed for the future, and
- Quality administration, management and service skills to improve external and internal services of the Company

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Should this Bond Period shall for any reason be terminated by either party due to Employee's breach in any of the condition/s stipulated inside the contract or resign whilst in Employee's Bond Period contract, *two months' (2) notice or two (2) months' salary* in lieu thereof will be required to the Employee.

Notice of Termination

All resignation shall be in writing. The date of receipt of the letter shall be considered as the effective date if there is no date stated in the resignation letter. The Employee is required to submit the resignation letter personally to the CEO and/or Principal of the company. Letter of Acceptance of Resignation shall be issued to the Employee upon the resignation accepted by the Company. In such circumstances, the Employee shall be liable to pay the company, the salary in lieu of notice and costs of Company's property not returned during the service period.

This service Probation Period and Bond Period contract may be terminated forthwith by the Company without prior notice and without compensation of salary if you shall at any time:

- (a) commit any serious or persistent breach of any of the provisions herein contained and in the employee's handbook;
- (b) be guilty of any grave misconduct or willful neglect in the discharge of your duties herein;
- (c) provide false and/or withhold information, and/or forge documents pertaining to your skills and qualifications;
- (d) become bankrupt or make any arrangement or composition with your creditors;
- (e) become of unsound mind;
- (f) be convicted of any criminal offence;
- (g) become permanently incapacitated by accident or ill-health from performing your duties under this Contract;
- (h) disobey, neglect, refuse to perform or comply with all lawful directions given to you by the Company in pursuance of this Contract;
- (i) be convicted of an offence including but not limited to misconduct, breach of trust or dishonesty;
- (j) found in the opinion of the Company to be incompetent or untrustworthy;
- (k) found to be intoxicated with liquor or drugs or found gambling in the Company's premises;
- (l) found in the absence as absenteeism, abscondment and desertion in the workplace;
- (m) used violence or has threatened any employees and/or students of the Company;
- or
- (n) be violated of any Malaysia Law - Child Act 2001 and company policies.

*Company has **NO** responsibility towards your regime of responsibility for breach of a treaty.

In above-mentioned any such case you shall not be entitled to the payment of any sum by the Company either by way of wages or salary or merit gratuity or otherwise. This provision shall not in any way prejudice the right of the Company to claim damages for such breach of this Contract by you. Company may deduct from your wages or salary any sums then owing to it by you.

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Transfer

The Company shall have the right to transfer you from one unit/department to another or from one of its branches to another in Malaysia or in any other country, and it may likewise transfer you to any of its affiliates associates or subsidiary company or the group of companies to which the Company belongs whether the said affiliates associates or subsidiary company is located in Malaysia or in any other country.

Working Conditions

Official working hours from Monday to Friday are 8.30 am to 5.30 pm, Saturday is 9.00 am to 1.00 pm.

However, as the nature of business is such, employees need to work exceeding the official working hours from time to time without further remuneration. Employees are obliged in the Company before 8.00 am. Late penalties of merit will be imposed.

From time to time, the Company shall have the exclusive right to change employees' working days and/or hours when the need arises. Should changes be made, these changes shall remain at less than forty-five (45) hours in a week any day from Monday to Saturday, and the working hours are within eight (8) working hours a day anytime.

Should employees be unable to report to work for any reasons, employees are required to inform the Company (i.e., CEO, Principal and Operations Manager) before 7.00 am in the same day.

Annual Leave

During Probation periods, you are ONLY entitled to twelve (12) days (depending on the Academic Calendar) compulsory annual leaves scheduled by the Company. The number of the days could be different per year depending on the arrangement of the termly in-house holidays and the public holidays.

Once your Bond Period is confirmed, you will be entitled additional prorated optional annual leaves (maximum 8 days per year) with full pay on earn as you work basis on the year of employment.

No leave may be carried forward without prior written approval from the Company. Application for leave must be in writing at least one (1) week in advance.

Unpaid Leave

Prior consent must be obtained seven (7) days in advance before going on unpaid leave (other than emergency leave). Any absence for more than (2) days without giving any verbal or written notice shall be deemed as cessation of the employment.

Medical Allowance

You are not entitled to medical allowance during your service probation period for contract.

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Once your Bond Period is confirmed, your personal general medical expenses incurred at the Company panel of general practitioners will be borne by the Company subject to the criteria and a maximum amount set by the Company per annum. The medical benefits do not include specialist doctors, dental, obstetrics, cosmetic surgery, optical treatments and medical tests.

The maximum claim for medical expenses is RM50 per receipt per month up to RM 100. Monthly claim for medical expenses is not allowed to be carried forward without prior written approval from the Company.

Sick Leave

During Probation and Bond periods, you are entitled to a maximum of fourteen (14) days medical leaves. All medical leave must be supported by a relevant medical certificate. Any medical leave in excess of the said 14 days will be subjected to the Company's sole discretion.

Where hospitalization is necessary, you are entitled to a maximum of sixty (60) days of hospitalization leave.

Statutory Fund

You are eligible for statutory funds during your service Probation Period and Bond Period for contract. You will be entitled to the following benefits:

In accordance with the government regulation, both you and the Company will contribute to the Inland Revenue Board, the Social Security Organization ("SOCSO"), Employment Insurance System ("EIS") and the Employee Provident Fund ("EPF").

Contribution to Employee Provident Fund ("EPF") shall be made as follows:

Employees	11%
Employer	13%

Retrenchment, lay-off, termination benefits, any travelling allowance or the value of any travelling concession, gratuity, overtime payment, retirement benefits and any other remuneration or payment are exempted from EPF deduction.

Maternity Leave (Applicable to female employee only)

You are not entitled to maternity leave during your service probation period for contract.

Once your Bond Period is confirmed, you will be entitled to paid maternity leave for a period of ninety-eight (98) consecutive days and the entitlement for 98 days paid maternity leave will deemed fit provided all 5 conditions below are satisfied:

- i. Pregnancy for at least 22 weeks.
- ii. Limited to 5 surviving children.
- iii. Inform the employer about pregnancy.

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- iv. During the 9 months of pregnancy, the total number of working days is 90 days.
- v. Must work at least 1 day during the last 4 months before confinement.

Paternity Leave (Applicable to male employee only)

You are not entitled to paternity leave during your service probation period for contract.

Only confirmed employees who are a father of a newly born child are entitled to 7 days of paternity leave.

A male employee is entitled to paid paternity leave and it shall be restricted to five confinements (five surviving children) irrespective of the number of spouses.

A male employee has been employed in this company for at least 12 months (including the probation period) before the commencement of such paternity leave, and he has notified his employer of the pregnancy of his spouse at least thirty days from the expected confinement or as early as possible after the birth.

Compassionate Leave

Compassionate leave for two (2) days shall grant to employees who has suffered the unfortunate death of family members as the following:

- The death of spouse, parents (stepparents or in-laws), children, adopted children, stepchildren and siblings

Upon return to work, a Leave Application Form shall be furnished and accompanied with a copy of the Death Certificate.

Holidays

You are entitled to the 11 gazetted public holidays and any day appointed by Company as a public holiday under section 8 of the Holidays Act in Section 60D of the Employment Act.

Conflict of Interest

You shall not, during the term of this Contract, except with the prior written consent of the Company, embark, engage or interest yourself whether for reward or gratuitously, in an activity either as principal, agent, servant, broker or otherwise, whether directly or indirectly which would interfere with the performance of your duties with the Company or which to your knowledge, would constitute a conflict of interest with the business of the Company or any of its affiliates associates or subsidiaries.

Confidential Information

In the course of work, you may acquire or have access to Confidential Information. It is a condition of employment that you agree all Confidential Information is and remains the property of the Company. You must not use or disclose any Confidential Information other than in the course of performing your duties. Your obligations of confidentiality will apply during the Bond Period and will survive indefinitely upon 10 years after termination of this Contract.

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For the purposes of this provision “Confidential Information” includes but is not limited to any written and oral information, documents, recordings, copies, correspondences, pictures or any other notes, construed in the broadest sense of the word of or relating to pricing, methods, list of customers, lesson plans, promotional and marketing plans, or other information of the Company or the associates or subsidiary companies of the Company or of any customer of the Company which is not, lawfully, in the public domain which you may have acquired during the term of this Contract. This applies in particular also to your salary and remuneration.

If, during the term of this Contract, you breach or violate any of the terms set out in this provision, you agree that this shall be a sufficient cause for the Company to terminate this Contract. You hereby acknowledge and agree that the termination of this Contract shall be without prejudice to any other legal remedies that the Company may have against you. Besides, you will be imposed with a penalty. Notice of penalty claim will be issued to you and the said penalty shall be paid in full with the total one lump sum of **Ringgit Malaysia Ten Thousands (RM 10,000.00)**, within 30 DAYS from the date of the notice issued.

Ownership of Intellectual Property

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced under this Contract, is a “work made for hire” and will be the sole property of the Company. The use of Intellectual Property by the Company will not be restricted in any manner.

You recognize that all results whatsoever of your work, study, research or tests performed during the execution of the term of this Contract and more specifically that all inventions, methods, procedures and improvements thereto that you should have developed during the term of this Contract will be the exclusive intellectual property of the Company or any of its affiliates associates or subsidiaries.

The Company or any of its affiliates, associates or subsidiaries shall have the sole exploitation rights of all these results and shall have the sole right to patent the inventions, it being understood that you shall not be entitled to any indemnification or special remuneration whatsoever in this respect. You shall not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Company. You shall be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Conditions of Employment

This position is offered to you on the basis of good faith that you are in good health either physically or mentally, free of any serious medical ailments/sickness and possess no criminal record whatsoever. In the event that you are found guilty to have contradicted these conditions, this offer will be rendered null and void.

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Delivery of Documents

Upon termination of this Contract for whatever cause, you shall deliver to the Company all documents made or compiled by you or delivered to you during the term of this Contract; for the avoidance of doubt, it is hereby declared that the property of all such documents as aforesaid is and shall at all-time be vested in the Company's premises.

Non-Competition Clause

You agree that for a period of one year after you are no longer employed by the Company, you will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Company in any business [within a 10 miles or 16 kilometers radius of the Company] which distributes or provides services similar to those distributed or provided by the Company at any time during the one year preceding and after your termination of employment.

In this clause shall for any reason be breached in any of the condition/s during the one year preceding and after your termination of employment, you will be imposed with a penalty. Notice of penalty claim will be issued to you and the said penalty shall be paid in full with the total one lump sum of **Ringgit Malaysia Ten Thousands (RM 10,000.00)**, within 30 DAYS from the date of the notice issued.

Non-Solicitation Clause

You agree that, so long as you are employed by the Company and for a period of one (1) year after termination of your employment for any reason except termination by the Company for Cause, you shall not

- (i) directly or indirectly solicit, induce or attempt to solicit or induce any Company employee to discontinue his or her employment with the Company,
- (ii) usurp any opportunity of the Company that you became aware of during your tenure at the Company or which is made available to you on the basis of the belief that you are still employed by the Company, or
- (iii) directly or indirectly solicit or induce or attempt to influence any person or business that is an account, customer or client of the Company to restrict or cancel the business of any such account, customer or client with the Company.

Return for Company Uniforms

It is noted that the purchase of ALL centre uniforms is made from the Company and accordingly, it shall be at the discretion of the Company to decide if a return for a centre uniform can be made.

Social Media and Marketing Release

Company has the irrevocable right and permission to use photographs and/or video recordings of employees on Company and other websites and in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to employees.

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Employees should understand and agree that such photographs and/or video recordings of employees may be placed on social media. Name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of employees may be identified. You shall agree to waive the right to approve the final product. All such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of the Company.

You shall agree to release, acquit and forever discharge the Company, its current and former trustees, agents, officers and employees of the above-named entities from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

General

You shall not at any time be guilty of any act or conduct causing or calculated to cause damage to the Company, its property, reputation or general interest and in all respects and at all times to conduct yourself with propriety and decorum.

You shall be subjected to such other existing terms and conditions as may be laid down by the Company and to such changes to the terms and conditions of employment which may be introduced by the Company from time to time.

This Contract represents the entire and integrated agreement between the Company and you and supersedes all prior negotiations, representations or agreements either written or oral.

All matters that are not ruled upon in this Contract shall come under the purview of the Company's policy and of the relevant laws of Malaysia.

All changes, amendments, alterations or modifications to this Contract shall be null and void unless made in prior and written consent of both parties.

Proper Law

This Contract shall be governed by and construed according to the laws of Malaysia and both the Company and you hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia.

Right to Vary Terms

The Company shall have the right to vary the terms and conditions of service of this Agreement, Company Policy, rules, regulations, codes of conduct, practices, policies and procedures from time to time to meet the needs of the Company (unless otherwise stated).

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We look forward to your cooperation and support and hope you will render your full dedication.

If you agree to the written terms and conditions of service stated here in, please acknowledge your understanding of an agreement with the terms and conditions outlined in this Contract by signing below and by signing your initials on each preceding page and return a copy for our file within seven (7) days from the date hereof, after which our offer is null and void.

*Please note that you shall report for duty at 8.00 a.m. on **11th September 2023** at Spark Child Development Centre in Kota Damansara (HQ).

Yours sincerely,

Dr Lee Khai Yin
Centre Director of Spark Child Development Centre (Bukit Jalil)
(owned by BJ Brimedic Sdn. Bhd.)

I, _____ (Full Name), bearing I/C No. _____
do hereby ACCEPT the terms and conditions of service state above.

I further acknowledge receipt and confirm that I have read and fully understood the terms and conditions stated above. I agree to comply and abide by the rules contained therein.

Signature

Date

I, _____ accept and agree to the terms and conditions as detailed above.
Signed: _____ Date: _____