



**Engaged Pilates Clinic**

**Engaged Pilates Clinic Sdn. Bhd.** 202101013042 (1413341-T)  
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Date: 01 Sep 2021

**Ms. Yamada Megumi**  
(NRIC: 981021-05-5432)

Block E25-03, Lakeville Residence  
68, Jalan Sibu, Taman Wahyu,  
68100 Batu Caves, Kuala Lumpur

**PRIVATE & CONFIDENTIAL**

Dear Ms. Megumi

**RE: LETTER OF APPOINTMENT**

We refer to the above matter and have much pleasure in offering you employment under the following terms and conditions: -

**1. JOB TITLE**

- Physiotherapist

**2. DATE OF COMMENCEMENT**

- 01 October 2021

**3. EMPLOYMENT TERM**

- Two years contract from the date of commencement

**4. SALARY**

- You shall receive a monthly basic salary of RM 2500.00, with EPF, SOCSO and EIS

## **5. COMMISSION**

- You are entitled to additional commission. RM10 per appointment (1 hour session)

## **6. PROBATION**

- Upon appointment and commencing from your starting date, it would be necessary for you to undergo a probationary period covering six (6) months.
- The following factors will be taken into consideration: -
  - Independent and self-reliance to carry-out duties effectively;
  - Efficiency when carrying out assignment;
  - General conduct and behavior.
  - Minimum 100 classes/session to be conducted per month.

## **7. DUTIES AND RESPONSIBILITIES**

- You are responsible to assist the Director in the daily operation of the Engaged Pilates Clinic, which includes, but not limited to manual therapy, taping, pilates teaching and admin work.
- A copy of related job of descriptions will be given as reference.

## **8. CONFIRMATION**

- On successful completion of your period of probation, you will be informed in writing on your confirmation

## **9. TERMINATION**

- Termination of employment during the period of probation for the either party will be one (1) week notice. However, when you are confirmed in your position, termination can be effected by either party giving to the other written notice of two (2) month or payment in lieu of notice thereof.
- As a confirmed Staff, any resignation has to be mutually agreed & endorsed by the Management especially when you are assigned to important task. Hence the effective date of resignation will only commence once the company endorsed your resignation in writing. It is also a mandatory requirement for you to complete a handover report.
- We reserve the right to terminate the service at any time due to the following: -
  - Unsatisfactory performance;
  - Misconduct, misdeed and insubordination;
  - Breach of trust.

## **10. EXCLUSIVITY**

- The employee is not permitted to be engaged in any other gainful occupation during his/her normal working hours not at any time of any occupation, which conflicts with the interest of the Company. The Company reserves the right to terminate his/her employment without notice.

## **11. NORMAL WORKING HOURS**

- You are expected to work a minimum of 40 hours (excluding lunch time) in a week. Any holidays or leaves will have to be arranged in advance.
- The official working hours are as follow: -
  - 5 full days : 7.00 am to 4.00pm / 11.00 am to 8.00 pm
  - Lunch Break : 1 hour

However, you will be expected to respond to request for additional or flexible working hours as and when required in performing your duties.

### **11.1 OVERTIME**

- You are expected to work overtime from time to time due to exigencies of business.

## **12. E.P.F /SOCSO /EIS CONTRIBUTION**

- The Company shall deduct an appropriate sum from your monthly basic salary to make contribution on your behalf to the E.P.F / SOCSO / EIS.

## **13. PUBLIC HOLIDAYS**

- All employees are entitled to eleven out of any of the gazetted public holidays declared by the State/Federal Government. However, the Company may substitute a gazetted public holidays with another day.

## **14. ANNUAL LEAVE**

- During probation: Not applicable
- Upon One year Continuous Service : -

Continuous Service Completed	Entitlement per year
Less than 2 years	8 days
2 – 5 years	12 days
5 years and above	16 days

- Application for annual leave is to be submitted at least fourteen (14) days in advance. An application for annual leave may be rejected due to the operational

needs of the Company and if inadequate notice has been given to the Company. No Employee shall commence leave without the prior approval of the Company.

- Carry forward of annual leave is not permitted.
- Employees on probationary period are not entitled to have any annual leave. However, the Company will make every effort to grant 'unpaid leave' as required by its employees.

#### **14.1 COMPASSIONATE LEAVE**

- An employee who needs to apply for compassionate leave will be subject to the following entitlement: -
  - 3 calendar days: For the death of children, spouse, parents or parents-in-law.
  - 2 calendar days: For the death of grandparents or grandparents-in-law.

#### **15. MEDICAL**

- Upon one year continuous service, where no hospitalization is necessary, you shall be entitled for: -

Continuous Service Completed	Entitlement per year
Less than 2 years	14 days
2 – 5 years	18 days
5 years and above	22 days

- of sixty (60) days in the aggregate in each calendar year if hospitalization is necessary, as may be certified by such registered medical practitioner or medical officer
- If by any reason of ill health, accident, physical or mental incapacity however occasioned you are absent from or unable effectively to attend your place of work for total period of one (1) month, the company shall be at liberty at the expiration of such period to terminate your employment by giving one(1) month's notice and the company will be discharged of all further obligations whatsoever to you.
- Laboratory tests, specialist, optical or dental treatments are not covered.
- For female employee, you shall **NOT** be entitled to paid sick leave for the period during which the employee is entitled to maternity allowance under Part IX, or for any period during which he is receiving any compensation for disablement under the Workmen's Compensation Act 1952, or any periodical payments for temporary disablement under the Employees Social Security Act 1969.

## **16. INCREMENT**

- Annual increment may be granted depending on management work appraisal of each calendar year, but such increment shall be at the discretion of the Company.

## **17. REGULATION & CONFIDENTIALITY**

### **17.1 CONDUCT**

- All Employees must conduct themselves at all times in a manner that will reflect favorably on the Company.
- The Company may at any time terminate your employment with or without immediate notice and without any payment, compensation or damages in lieu of notice whatsoever due to: -
  - Dishonesty whether or not in connection with your employment
  - Willful disobedience misconduct
  - Incompetence or negligence in the performance of your duties
  - The use of and / or trafficking of drugs prohibited by law
  - Conviction of any criminal offences, including traffic offences.
  - Under performance expected of your position
  - Absent without leave
  - Conflict of interest

### **17.2 PUNCTUALITY/ ABSENTEEISM**

- You are expected to report punctually for duty daily as per your scheduled duty roster.
- If you are not able to report for duty on time due to any reasons, it is your responsibility to inform the Management of the absence at least 1 day in advance.
- Absenteeism without record will be viewed on a serious light and will subject the employee failed to receive any increments.
- An employee who is absent from work for 3 continuous days without prior 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.

### **17.3 CHANGE OF STATUS**

- It is the responsibilities of the employee to communicate and inform any change in their status as regards to personal particulars such as marital status, address, contact number or achievement of additional education/professional qualifications, to the Management.

#### **17.4 COMPANY PROPERTY**

- Property belonging to the Company must not be removed without record & approval from the Management.
- Property belonging to the Company must be returned upon resignation or termination of service.

#### **17.5 CONFIDENTIAL & RESPONSIBILITIES**

- Details of the Company's operations and classified information regarding the Company during and after your employment with the Company shall be regarded as confidential and shall not be divulged to unauthorized persons either in or out of the company.
- You shall not disclose, sell or reveal such data / information I knowledge or attempt to use such information to any Company I person or their agent and representative in a manner, which may be, injure or cause losses to the Company or its business in direct or indirect manner.
- Any violation of the secrecy obligation is a serious matter and can lead to legal actions by the Company.

#### **18. NON-COMPETITION AND NON-SOLICITATION**

- During the period of this contract and after the termination of this contract for any causes whatever, the employee shall not: -
  - Canvass or solicit any clients of the Company preceding the termination of the employment.
  - Engage in any, directly or indirectly, competing business or commercial activity to the Company.

#### **19. Other Conditions & Benefit**

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

If the terms outlined above and in the attachment are agreeable with you, kindly signify your acceptance by signing and returning the duplicate copy of this letter.

We hope that your career with us would be mutually beneficial.

*Yours sincerely,*

.....  
**Ms. Wong Mong Shi**  
Director

I, **Yamada Megumi** (NRIC: 981021-05-5432) hereby accept the above offer. I understand the terms and conditions of employment as set out above and in the attachment and agree to be bound by these terms in all respects.

Signature: .....

Date: .....