



ICARE RX SDN. BHD.

爱康西药剂

(1325856-H)



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05-8089298



No. 13 & 15, Lorong Tupai,
34000 Taiping, Perak



E-mail: pharmacy.icare@yahoo.com
Website: www.icare2u.com

NUR SHAKILLA BINTI BAHARUDIN
NO 1266, LORONG 38,
TAMAN KAYA,
34000 TAIPING, PERAK.

Date: 19/09/2022

Our Ref: CCE/ TPW/ NSBB

Dear NUR SHAKILLA BINTI BAHARUDIN (IC : 920314-08-6022)

LETTER OF APPOINTMENT FOR THE POSITION OF PHYSIOTHERAPIST ASSISTANT

We are pleased to offer you an employment at ICARE RX SDN BHD, Taiping, Perak. For audit purposes, you are required to provide a copy of your payslip to the Human Resource Department, if applicable.

Benefit details and other terms and conditions of your employment are captured in Appendix A.

Position	: <u>PHYSIOTHERAPIST ASSISTANT</u>
Date of Commencement	: <u>01/11/2022</u>
Base Salary	: Your base salary will be RM 1500 per month, subject to deductions as required by the Government.
EPF/Socso/EIS	: The Company shall effect the necessary contributions in accordance to statutory rates.
Probation Period	: Three (3) months (this may be extended if so required). Your performance evaluation will be conducted by your immediate superior.
Working hours	: 45 hours per week (shift according to as arranged) Lunch- Half an hour (flexible – approval from the superior) Working hours to be changed according to needs, without any prior notice
Bond	: 2 years, from the effective date of this contract. Any breach of the contract bond will to penalty of two month's salary based on your last drawn basis monthly salary from the Company.
Termination of Employment	: One (1) month's notice from either party or one (1) month's salary in lieu of notice whilst on probation. However, upon confirmation of employment, either party will require three (3) months' notice or three (3) months' notice in lieu of notice. Such notice period may not be offset by unused leave without the approval of your manager.

The Company reserves the right to either reduce or waive the notice period if deemed necessary, should you upon notice of resignation, be joining an organization deemed to be a competitor of the Company.

The company shall have the right, at any time upon prior Notice of Termination, to terminate the employment hereunder for any reason, including without limitation termination for Cause, Disability or Retirement, and the company shall have the right, upon prior Notice of Termination, to terminate employment hereunder for any reason.

Any behaviour of misconduct towards the contract terms will be deemed as breach of contract whereby ICARE RX SDN BHD has the right to terminate the employment with immediate effect without any compensation.

Transfer

The management reserves the right to transfer you to any department or section or group of companies within the organizations or may be transferred from your current job to another job within your abilities should the need arise.

Risk Management

: You agree to abide by all policies implemented by the Company and comply with the Company's risk management, ethics and policies during the course of your employment. The Company takes any non-compliance seriously which may result in individual being subjected to action(s) in accordance with the Company's disciplinary procedures.

Alteration

: If, for any reasons whatsoever, the Company wishes to alter these terms and conditions in any way, we reserve the right to do so entirely at our discretion. Any alterations, amendments or additions to these terms and conditions of service shall be advised to you in writing/ verbal agreement.

Code of Ethics/ Business Conduct

: The following summarizes our business values which are essential to ICARE RX SDN BHD's growth, success and our ability to serve our customers. It also describes the behavior expected by our customers and our employees. Non-compliance by employees of these ethics and behaviors may result in disciplinary action taken against them.

- During your employment with us, we will naturally wish your conduct to be such as not to discredit you or the Company and you will be expected to perform the duties assigned to you in loyal, efficient, trustworthy and honest fashion.
- During the continuance of your employment with us, you will at all times faithfully and diligently perform and observe such duties as may from time to time be assigned to you by your superior and devote with whole of your time and attention to the discharge of the duties and functions devolved upon you.
- Whilst under our employment, you are not allowed to be involved directly or indirectly in any business contrary to the Company's interest without the Managing Director's permission. Breaching this would be a violation of your employment contract and could result in the termination of your employment. You shall not divulge any matters which may come to your knowledge, relating to the affairs of the Company or its staff.
- You will maintain the strictest confidentiality with regards to the Company,

the Company's customer, and former customer information, as well as information of non-customers that is known to be confidential, including price-sensitive information in relation to the securities of suppliers or any third party that is NOT generally available to the public and refrain from disclosing such information to the unauthorized third party during and after the course of your employment with the Company.

- Meanwhile, you are also fully aware that breaching any confidentiality obligations as referred to above constitute a violation of your employment contract and the Company will not hesitate to take stern disciplinary/ legal action against you.

Severance

: If any clause of this letter is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other clauses in this letter.

Restrictive Covenants

: **You will NOT allowed** to work in the pharmaceutical-related field or any Companies that deemed to be the competitor of ICARE RX SDN BHD during employment of ICARE RX SDN BHD, and **you will NOT allowed** to work in the pharmaceutical-related field or any Companies that deemed to be the competitor of ICARE RX SDN BHD in a radius of 15km from the Company in a period of **12 months** from the last day of your service to the Company. Any breach will lead to penalty of one year's salary based on your drawn basis monthly salary from the Company.

Validity

: Kindly return the duplicate bearing your signature to the HR Personnel within two (2) weeks from the date of this letter after which this offer would no longer be valid.

This letter is given to you in duplicate. Your signature on the duplicate copy of this letter shall be taken to signify your understanding and full acceptance of the conditions outlined herein. Please kindly put your signature and date at the bottom left of each page.

We are very happy that you have chosen ICARE RX SDN BHD for your career. We look forward to seeing you.

Yours sincerely



CHUAH CHONG EE
MANAGING DIRECTOR

Appendix A

	Detail
REMUNERATION	
Monthly Salary After Confirmation	RM1500 + RM 100 DISCIPLINE ALLOWANCE + RM 100 PERFORMANCE ALLOWANCE , subject to change based on your performance Yearly increment in salary is based on performance.

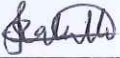
Annual Bonus	Yes, based on performance (at least 1 year of working in ICARE RX SDN BHD)
Public Holiday	11 days, to be decided in the month of January each year. It is the Company's decision for the allocation. Working on Public Holiday rate should be 1 hour = 3 x HRP, if you are required to work on that day WITHOUT any replacement holiday. In the case that replacement holiday is given (the date of the replacement holiday shall be agreed by the Managing Director), you have to work on the Public Holiday as usual. Replacement holiday can be made, exclude for the Public Holiday for National Day, Labor Day, Malaysia Day, Sultan's Birthday and Birthday for the Yang di-Pertuan Agong. In the case that the Public Holiday fall on non-working day and you are required to work on that particular day, the rate should be 1 hour = 2 x HRP with an additional replacement leave. Calculation Example: (a) If you are required to work on National Day (31 Aug - Gazetted) which fall on your working day, and your total working hours is 8 hours. The calculation is 8 hours x 2 x hour rate. In this case, NO replacement leave is given. (b) If you are required to work on New Year (1 Jan – non-Gazetted) which fall on your working day and your total working hours is 8 hours, replacement leave is given. (c) If you are required to work on Gazetted/Non-Gazetted PH, which fall on your non-working day for 8 hours. The calculation is 8 hours x 2 x hour rate, with additional one replacement leave. * All the replacement leaves have to get prior agreement from the Managing Director. *If you are required to work on particular Public Holiday and you are not able to perform on it, it is your duty to get the replacement and inform the Managing Director on this matter before you leave for the holiday. The person who accepts the replacement will get triple (x3) pay according to the working hours. DISOBEY on this matter results in bad disciplinary record, which leads to bonus effect and warning letter that directly impact on termination of job. * Work on OT, Public Holiday and non-working day are only per request by the Managing Director
Annual Leaves	8 days, excluding 11 days of Public Holiday, and to be applied at least 2 weeks before AL. No Annual Leaves entitlement for the probation period. Annual Leaves not utilised shall be forfeited at end of December of the current year.
Medical Leaves	14 days annually, only medical certificate from registered doctor is recognized.
Marriage Leaves	3 calendar days for first legal marriage (Applicable only to those who has served the Company more than one (1) year
Maternity Leaves (for ladies only)	60 days, must be employed at any time in the four (4) months immediately before confinement

Failure to be report to work for two (2) consecutive days without valid reasons is entitled to issuance of warning letter from the Management. Cumulative of three (3) warning letters, in whatsoever reasons shall be deemed as self-termination and the Company is not liable to pay out any compensation due to such reason.

The Company reserved the right to deduct the monthly salary and legal actions based on the incomppliance for any breach of the contract stated above.

Acknowledgement/ Acceptance

NUR SHAKILLA
I, BINTI BAHARUDIN, I/C No: 92031408622, have read and understood all the terms and conditions stated in this Letter of Appointment, and I agree to the terms and conditions of employment with ICARE RX SDN BHD set forth above. I shall commence employment with effect from 1/11/2022.

 1/11/2022

Signature and Date