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Hong Seng Assembly Sdn. Bhd. PRIVATE & CONFIDENTIAL

Date: 24th February 2025

Emp No.

: A751

Name I/C No : Hoo Weng Chin

: 000427-07-0025

Address

: No 1354, Bumbong Lima Lahar Kepar, 13200 Kepala Batas, Pulau Pinang

OFFER OF APPOINTMENT ON PROBATION

We have much pleasure in offering you employment with Hong Seng Assembly Sdn. Bhd. under the following terms and conditions:

1) DESIGNATION AND COMMENCEMENT DATE

You will be appointed in the position of IT Assistant with effect from 17-03-2025 and reporting to Mr. Bernard Teoh in all your duties and responsibilities.

2) **SALARY**

Your basic salary will be RM2,800.00 per month. Salary revision will be at the discretion of the company. Other reimbursement as per stated below:-

Hand-phone reimbursement RM100.00 per month

3) **BONUS**

Bonus may be paid to you at the discretion of the Management depending on your personal performance and contribution towards the profitability of the company.

4) PROBATION & CONFIRMATION & NOTICE OF TERMINATION

- You are subjected initially to three (3) months probation period. However depending on your performance, this period may be extended for a further period of three (3) months. During this period, your employment may be terminated by either party giving to the other party, two (2) weeks written notice or paying two (2) weeks salary in lieu of notice.
- After confirmation, either party is required to give two (2) months Notice of Termination or salary b) in lieu thereof to the other for the termination of this service contract.
- In the event you absent yourself from work for more than two (2) consecutive working days c) without notice, it will be considered as self-termination on your part and your salary will be deducted according to the period of notice required in accordance with your service.

5)

Salary will be paid not later than the 7th of the following month thru bank.

6) WORKING HOURS

The Company workings hours are:-

Monday to Friday

-09:00am to 06:00pm

Rest time as agreed:-

Monday to Friday

01:00pm to 02:00pm

The management reserves the right to alter the working hour as it deems fit.

7) **OVERTIME**

Not Entitled. Please take note that all staff have their responsibility to complete their task within the time frame.

8) REST DAY

You shall be entitled to a day off in each week as may be determined by the company from time to time.

9) PUBLIC HOLIDAYS

a) The total gazette public holidays observed by the company shall be as follow:

- 1 day New Year's Day - 1 day Hari Raya Haji - 2 days Hari Raya Puasa Chinese New Year - 2 days Deepavali - 1 day - 1 day Christmas Day - 1 day Labour Day - 1 day Agong's Birthday Penang Governor's Birthday - 1 day National Day - 1 day - 1 day Malaysia Day

- b) Any public holiday apart from the gazette, the management can consider if required so by the Employment Act 1955 or directive from the State Federal Government from time to time (Section 60D (1)b).
- c) Any employee who absents himself from work on the working day immediately preceding or succeeding the public holiday without prior consent of the company or reasonable excuse shall not be entitled to any public holiday pay for that holiday.

10) ANNUAL LEAVE

a) You will be entitled to paid annual leave for each completed year of service as below:

8 days: for every 12 months of continuous service with the company if employed for less

than 2 years;

12 days: for every 12 months of continuous service with the company if employed for 2

years or more but less than 5 years;

16 days: for every 12 months of continuous service with the company if employed for 5

years or more but less than 10 years;

21 days: for every 12 months of continuous service with the company if employed for 10

years and more.

- b) You shall be entitled to payment in lieu of such annual leave if you not to use any or all your annual leave entitlement.
- c) Taking of annual leave shall be mutually arranged so as not to cause any inconvenience to your work.

(In the event of the Company shut down due to whatsoever reason, the employee gives the consent to the Company that the Company may at any time require employees to utilize their annual leaves on a compulsory basis and the Company shall deduct the annual leaves for the period of the shutdown. Under such circumstances, employees who have exceeded their entitlement of annual leaves for the year, the Company may require the employees to be on unpaid leave for the period of the shutdown).

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11) SICK LEAVE AND HOSPITALIZATION LEAVE

- a) You shall be entitled to paid sick leave after examination by the doctor appointed by the company or if no such appointed doctor, or if nature and circumstances of illness are such that the appointed doctors are not available within reasonable time or distance, by any other doctor or government Medical Officer.
- b) You shall be entitled to paid sick leave in each calendar year as follows:

14 days:

if employed for less than 2 years;

18 days:

if employed for 2 years or more but less than 5 years;

22 days:

if employed for 5 years or more.

- c) Sixty (60) days in each calendar year if hospitalization is necessary as may be certified by such medical practitioner appointed by the company or any government Medical Officer.
- d) An employee shall inform the company of the sick leave granted within forty eight (48) hours of the commencement of such sick leave and shall submit such sick leave certificate to the company on resumption of duty.

12) MATERNITY LEAVE

- a) Female employees covered by the scope of the Employment Act 1955 shall be entitled to ninety eight (98) days maternity leave with full pay subject to the provision of the section 37(1)(c) of the said act.
- b) Maternity leave before taken shall inform the management one month earlier.

13) RETIREMENT AGE

All employees shall retire on reaching the age of 60 years at which employment with the company will automatically be terminated. However, any employee may opt to retire at any time after attaining the age of 55 years.

14) EMPLOYEE'S PROVIDENT FUND / SOCSO / EIS

You must participate in the Employee's Provident Fund Scheme (EPF), Social Security Scheme (SOCSO), and Employment Insurance Scheme (EIS), which are governed by the relevant Law of Malaysia. The company shall make a contribution towards your monthly statutory in accordance with the statutory rate.

15) INSURANCE & MEDICAL BENEFIT UPON CONFIRMATION

You will be eligible for the company health insurance scheme which covers term life, critical illness, accidental death, disablement, hospitalize, surgical benefits and medical claim, subject to the terms and conditions laid out in the insurance policy by the insurance company.

16) TRANSFER

You will be required to carry out such duties and job functions in which you may be instructed from time to time by the Company or persons acting on behalf of the Company and you may be required to be transferred from one Section or Department or Location or Associate Company to another at the discretion of the Company.

17) DISCIPLINE

- a) Contract deemed to be breached if any employee is absent from work for more than two (2) consecutive days.
- b) Disciplinary actions will be taken against any employee for misconduct, inefficiency, indiscipline, non-compliance of the Company's regulations. Employees will be liable for disciplinary action under Section 14(1) Employment Act 1955.
- c) Code of conduct, company's rules & regulation

 Employees at all times be true and faithful to the company in all aspects in the execution of duties and responsibilities. Not to disclose or divulge at any person and trade information to which employee may have access during his or her employment. Employees are expected to abide to all working and office regulations enforced from time to time by the company. Any actions contradict

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to the terms and conditions laid down shall subject to disciplinary action or instant dismissal under Section 14(1) of the Employment Act 1955.

- d) Misconduct can be categorized as minor and major misconduct
 - 1) Minor misconduct
 - i) Failure to comply with any instructions by the management.
 - ii) Inefficiency in performing duties.
 - iii) Negligence in carrying out duties and laziness.
 - iv) Leaving the work place before due time.
 - v) Habitual late comer without good and valid reasons.
 - vi) Using abusive language towards other employee in office premises or working place.
 - vii) Leaving the work place while working without permission.
 - viii) General misconduct that could jeopardize Company's reputation.
 - ix) Entering other places other that supposed to be without any intention or purpose.
 - x) Irresponsible in handing and care towards tools and apparatus / equipment.
 - xi) Instigating other employee as stated above.

2) Major misconduct

- i) Willful disobeying order and instruction from senior officer / superior.
- ii) Negligence that cause major financial lose and equipment.
- iii) Purposely not reporting any disorder of machinery breakdown that may endanger other employees.
- iv) Misused of punch card and conspire with other employees.
- v) Absent for more than two (2) consecutive working days without any valid reasons.
- vi) Drunk, intoxicated and endanger one other.
- vii) Quarrel or engage in a fight with other employee during working hours.
- viii) Threatening and causing harm to other employees.
- ix) Instigating other employees to create havoc in work place.
- x) Stealing and possessing or proven to possess unauthorized Company's properties.
- xi) Involve in activities that conflict with Company's interest.
- xii) Disclosing Company's secrets to unauthorized person.
- xiii) Misused of Company's telephone for own use.

18) COMPANY'S SECRECY

All information obtained in the course of work with this company shall be deemed to be strictly confidential; no such information shall be divulged to any outside party. Any intentional damage to the relationship between company and employees is strictly prohibited.

19) COMPANY'S RULES

- a) Your employment shall be subject to company rules and regulations; and other procedures as may be made known to you from time to time.
- b) The Company reserves the right to amend, vary or supplement its rules and regulations as the Company in its absolute discretion deems fit. Any breach of rules and regulations shall be subject to disciplinary action in accordance with the Company's Policy.

20) INTELLECTUAL & COMPANY PROPERTIES

As an employee, it shall be your responsibility to ensure all intellectual properties, information, company intelligence and records, documents and all transaction be always kept confidential without divulging it to other than to any person authorized by the company.

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21) CONFLICT OF INTEREST

You will not, at any time during the period of your employment, directly or indirectly, without the prior written consent of the Company authority, engage or involve yourself in any work or business other than in respect of your duties to the Company, or undertake any such office or position notwithstanding that your engagement or involvement in such office or position would interfere with the business of the Company.

22) PERSONAL DATA

During the course of employment, the Company will be exposed to personal data belonging to you. You consent to the Company processing all relevant personal data subject to the Company maintaining the principles required under the Personal Data Protection Act 2010.

For Hong Seng Assembly Sdn. Bhd.

Mr. William Tech Managing Director

Employee Acknowledgement

I have read and fully understand the contents of this letter of offer. I hereby agree and accept the terms and conditions stipulated in this appointment letter. I acknowledge to have received a copy of this letter of offer.