Our Ref: Position/Date/year

Date: **PRIVATE & CONFIDENTIAL**

**Ms.**

**NRIC:**

**Address:**

**OFFER OF EMPLOYMENT ON PROBATION FOR THE POSITION OF XXX AT COMPANY NAME**

We refer to your application for employment and the subsequent interview with us and are now pleased to offer you employment on probation as six months with a commencing basic salary of **RM 0.00** per month. You will be based at Location and will report directly to the Chief Executive Officer (“CEO”) of Company.

The salient terms and conditions governing your employment and service with the Company are as follows:-

**1) COMMENCEMENT OF EMPLOYMENT**

Your employment with the Company will commence on ***Date.***

**2) PROBATION**

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| You will be placed on probation for a period of **six (6) months** from the date of your commencement of employment. This period of probation may be reduced or extended for a further period of six (6) 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. |

**3) CONFIRMATION**

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| 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. |

**4) TERMINATION NOTICE**

|  |
| --- |
| 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.  After confirmation of your employment, the notice period for termination of employment shall be **one (1) month** written notice by either party or payment of the equivalent of one (1) month basic salary in lieu of such notice**.**  However, the above said period of notice or quantum of indemnity in lieu of notice may be reduced or waived, only by mutual agreement between yourself and the Company. |

**5) TERMINATION CAUSE**

Notwithstanding anything to the contrary herein before stated. The Company may at its sole discretion without due notice or payment in lieu of such notice terminate the contract of employment summarily upon (but not limited to) the happening of any of the following events:

1. If you constantly display a performance that is below the acceptable level.
2. If you shall enter into any arrangements or composition with your creditors.
3. If you shall at any time be declared a bankrupt during your employment.
4. If you shall be guilty of any misconduct inconsistent with the expressed and/or implied conditions of service or wilful neglect of duties.
5. If you are addicted to any habit which renders it unsafe or unwise for the Company to continue to employ you.

**6) DUTIES AND RESPONSIBILITIES**

Your duties and responsibilities are as follows:-

<as Per the JD>

**7) WORKING DAY / HOURS / SHIFT WORK**

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| Depending on the operational requirements of the Company, your working days and hours will be as follows:  **Monday – Friday : 9.00 am to 6.00pm**  **Saturday : As when required** |
| **Rest Day : Sunday**  **8) ANNUAL LEAVE**  Upon confirmation in employment, employees are entitled to yearly annual leaves as follows:-  **Less than 2 years – 12 days**  **2 years but less than 5 years – 14 days**  **5 years or more – 16 days**  **9) PUBLIC HOLIDAY ( PH )**    All employees of the Company will be entitled all National Public Holidays and Selangor State Public Holiday.  **10) COMPASSIONATE LEAVE**  Every confirmed employee shall, on producing documentary evidence, be entitled to Compassionate Leave subject to a maximum of 6 days per year in the event of the following circumstances:   * 3 days – Death of employee’ spouse, children, parents or parents-in-law.   **11) MATERNITY LEAVE**  Female employees are entitled to Sixty (60) consecutive days maternity leave subject to the provision of the Employment Act 1955.  **12) SICK LEAVE**  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***  **13) HOSPITALIZATION LEAVE**  Employees are entitled to sixty (60) days hospitalization leave less any sick leave taken that year.  **14) MEDICAL PROCEDURE**  Outpatient claim is RMXX.00 per year unless stated otherwise in the letter of appointment.  **15) PROLONGED ILLNESS**  Any employee suffering from tuberculosis, leukemia, paralysis, cancer or any other prolonged illness which in the opinion of the Company, renders him/her unable to perform his/her duty, shall be granted prolonged illness benefits as follows:  i**) First 6 months ......................................Full pay leave**  **ii) Second 6 months .................................Half pay leave**  **iii) 12 months thereafter............................ Unpaid Leave**  **16) INCREMENT**  The Company at its discretion will be providing increment to employees based on the individual performance of the employee and also on the performance of the Company. |

**17) WORKING DAY / HOURS / SHIFT 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**.** |

**18) TRANSFER**

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| Depending on the contingencies of service and/or employment, you are liable to be transferred to work in any section, department or division of the Company or to be transferred to work in any related or subsidiary Companys or any other companies associated connected or affiliated with the Company name at the absolute discretion of the Company. |

**19) RETIREMENT AGE**

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| --- |
| All employees of the Company shall retire from service with the Company at age of 60 years old. For the purpose of ascertaining the date, month and year of your retirement, the Company shall rely upon the date of birth appearing on the National Registration Identity Card (“NRIC”) or in the absence of NRIC, any other relevant statutory documents. The Company may, at its discretion, offer re-employment. |

**20) NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND TRADE**

**SECRETS**

|  |
| --- |
| Without the prior consent of the Company or except as authorised or required in the course of the performance of your duties, you shall not disclose, reveal or make available, directly or indirectly to third parties any confidential operations, processes and dealings, any trade secrets or any information concerning the business, finances, transactions or affairs of the Company, or its parent Company or any of its subsidiaries or associate Companies, which may come to your knowledge during your employment with the Company and you shall keep with complete secrecy all confidential information and matters entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business or may be likely so to do.  This restriction shall continue to apply after your cessation of employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into public domain.  Upon cessation of your employment with the Company, you shall turn over to the Company, all documents, data or other requisites, confidential or otherwise, obtained or made by you during the course of your employment with the Company, pertaining to the business of the Company. |

**21) CONFLICT OF INTEREST**

|  |  |  |
| --- | --- | --- |
| Without the prior written consent of the Company, you shall not indulge, engage or interest yourself either directly or indirectly, whether for reward or gratuitously in any work, investment or business other than in the course of the performance of your duties.  This restriction will not apply to your participation in or transactions pertaining to shares in a public Company listed in the Stock Exchange of Malaysia or Singapore. | | |
|  |  |  | |

**22) PERSONAL DATA PROTECTION ACT**

Pursuant to Personal Data Protection Act 2010 (“PDPA”), the Company requires all employees to comply with the Company’s PDPA policy in relation to the information about other staff. Failure to do so will be regarded as serious misconduct and will be dealt with in accordance with the Company’s disciplinary policy and procedure. The Company’s PDPA policy is detailed in the attached ***Appendix 1.***

**23) MALAYSIAN COMPANY OF MONEY SERVICES BUSINESS (MAMSB)’S CODE OF CONDUCT**

Merchantrade Asia is a member of the Malaysian Company of Money Services Business (MAMSB). We are required to comply with MAMSB’s Code of Conduct and where relevant, the Code also applies to you as an employee of the Company. In line with the regulatory expectations, you must at all times uphold the highest level of professionalism and integrity in conducting Money Servise Business. The details of the MAMSB’s of Code of Conduct are described in ***Appendix 2.***

**24) OTHER TERMS AND CONDITIONS**

|  |
| --- |
| Your other terms and conditions of employment and service will be governed by the Company's policies and practices or amendments thereto as appropriate from time to time. Please refer to your Company's Secretary, should you require further clarifications on such policies and practices.  Your employment is also subject to your compliance with any conditions of employment and service or the Company's rules, regulations and practices, written, expressed or implied, for the time being in force.  You will be required to carry out such related duties and job functions as instructed from time to time by the Company or persons acting on behalf of the Company. |

Kindly signify your acceptance or otherwise of this Offer of Employment by completing the "Acknowledgement" portion on the duplicate copy of this letter and return the duplicate copy, duly completed and signed, to the undersigned immediately. This agreement shall there by constitute your contract of service with the Company. Please take note that this offer will be valid only for **2 weeks** from the date of this letter. If we do not hear from you within this period, this offer will be deemed to be cancelled and we are not obliged to hold the position open for you.

We take this opportunity to welcome you to the "Company family" and trust that your Company with us will be mutually beneficial and long-lasting.

Thank you.

Yours faithfully

for and on behalf of **<Company>**

..........................................................................

**Authorise person signature**

|  |
| --- |
|  |

**ACKNOWLEDGEMENT**

I,  **(NRIC: )**, hereby acknowledge receipt of the original copy of this letter of Offer of Employment dated  **Date** 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 **Time.** on **Date**

Signature of Applicant: …………………………………… Date: ……………………

***Appendix 1***

Subject: Authorization and Disclosure

1. MAMSB , places great importance in keeping up with legal and regulatory changes. In view of Company required to be in compliance with the Personal Data Protection Act 2010 effective from 15th February 2014, we are taking steps to ensure compliance.

This letter gives details about the type of information that Company keeps about its employees and the purposes for which Company keeps them.

1. Please be informed that your personal information is being processed by Company for following purposes (“Purpose”):-

* Information gathered about an employee and any references obtained during recruitment
* Details of terms of employment
* Income Tax, EPF & SOCSO
* Performance information
* Details of grade and job duties
* Health records
* Absence records, including holiday records and Medical Certificate
* Details of any-disciplinary investigations and proceedings
* Training records
* Contact names, addresses and phone numbers
* Correspondence with the Merchantrade and other information provided to the Merchantrade.
* Relevant third parties including government and state authorities enforcement agencies etc.

Company believes the above stated uses are consistent with our employment relationship and with the principles of the Personal Data Protection Act (“PDPA”).

1. The information held will be for Company’s management and administrative use only, but from time to time, we may need to disclose such information we hold about employee to relevant third parties.

Therefore, Company requires all employees to comply with the Company PDPA compliance Policy in relation to the information about other staff. Failure to do so will be regarded as serious misconduct and will be dealt with in accordance with the Company disciplinary policy and procedure.

All employees are reminded not to disclose any personal information of our customer without approval of the management.

Yours faithfully

For **Company,**

**-----------------------------------------------**

**Athorised signatory**

**ACKNOWLEDGEMENT**

I,  **(NRIC: )**,

1. authorized Human Resource Department (HRD) to reveal my personal information to the third parties stated in

Paragraph 3 above;

1. I also understand the consequence of failure to comply with PDPA which include fines and jail term as well as disciplinary action by the Company.

Signature: …………………………………… Date: ……………………

***Appendix 2***

Subject: **Malaysian Association of Money Services Business (MAMSB)’s Code of Conduct**

Malaysian Association of Money Services Business (MAMSB)’s Code of Conduct (hereafter referred as “Code”) sets out 6 key principles outlining the minimum standards of conduct expected of its members and their approved money services business (MSB) agents. As a member of MAMSB, is required to comply with the Code and where relevant, the Code applies to you as an employee of Company. In line with regulatory expectations, you must at all times uphold the highest level of professionalism and integrity in conducting MSB.

**Objective of the Code**

This Code is established to:

* SUPPORT & GUIDE MAMSB’s members to uphold the highest level of professional business conduct and practices.
* ASSIST MAMSB’s members to meet Compliance requirements.
* MAINTAIN uniform ethical standards to ENHANCE reputation and public confidence in MSB industry.
* Provide a PREVENTIVE MECHANISM to alert MAMSB’s members on possible breaches and to facilitate early corrective measures.

The six key principles of the Code provides a comprehensive set of guidelines to help you to understand and practice the good governance expected of you to achieve the highest level of professionalism in Company.

**Principle 1: Promote Professional Ethics and Upheld Highest Level of Integrity and Compliance**

* You must demonstrate the understanding and application of relevant competency in delivering your roles and responsibilities in accordance with the MSB regulatory and AML/CFT requirements as well as any other applicable laws, to ensure professional conduct of MSB.
* You must at all times avoid involvement in illegal activities, including money laundering/financing of terrorism, fraud, corruption, bribery, tipping, tax evasion and smuggling.
* You must at all times act honestly and project professionalism in carrying out your duties.
* You must conduct yourself in a professional, dignified and respectful manner.

**Principle 2: Maintain Information Confidentiality**

* Any information acquired from the customers by you in the course of conducting MSB shall be treated as strictly confidential.
* **In this regard, you:**
* Must take every precaution and steps to protect the confidentiality of information relating to Company’s business affairs in relation to its MSB operations, including customer personal information and the transactions involved.
* Must not disclose customer information to any third party in any form or for any purpose except as required under the applicable laws.
* Must not in any way use any information obtained during the course of your employment for personal use or financial gains.

**Principle 3: Manage and Avoid Conflict of Interest**

* You shall not engage directly or indirectly in any activities that compete or conflict with the interest of the Money Services Business (MSB) operations. You must not engage in the following:
  + - * Accept kickbacks,gifts and gratuities
      * Misuse your position and/or Company’s name/facilities

**Principle 4: Promote Healthy Competition**

You must comply with Company’s policy and practices for a fairly and healthy competition.

**Principle 5: Ensure a Safe and Healthy Working Environment**

You must comply with Company’s policy and practices for a healthy and safe working environment.

**Principle 6: Conduct Dealings in a Fair and Transparent Manner**

* + - In line with Company’s regulatory obligation of ensuring transparency in dealing with customers, you must ensure (where applicable) that your duties in relation to Company’s money services business is conducted in a fair and transparent manner.

MAMSB expects cooperation from all employees in conducting themselves in a professional, ethical and socially acceptable manner of the highest standards.

Any employee in breach of this policy may be subject to disciplinary action, including termination.

Yours faithfully

For **Company,**

**-----------------------------------------------**

**Athorised Signatory**

**ACKNOWLEDGEMENT**

I, (NRIC: ), hereby confirm that I have read and understand the Malaysian Association of Money Services Business (MAMSB)’s Code of Conduct (“Code”) and agree to observe and adhere to the Code, as amended from time to time.

I undertake to conduct myself with complete professionalism, integrity and be true to the spirit of the Code in the execution of my daily duties and assignments and as an employee of Company .

I acknowledge that failure to abide by the Code will lead to the appropriate action being taken against me.

Signature :………………………………… Date: ……………………