

# EveningCrest

Global Financial Advisory Services

## Evening Crest Sdn Bhd (1296186-U)

C-03A-01, Colonial Tower Empire City Damansara, Damansara Perdana,

Jalan PJU 8, 47820 Petaling Jaya, Selangor, Malaysia.

Phone: +60377326186 / Email: eveningcrest@gmail.com

Website: <https://eveningcrest.com>

## APPOINTMENT LETTER

Ref. No.:

**PRIVATE & CONFIDENTIAL**

Date:

Name:

NRIC:

Address:

Dear \_\_\_\_\_

### **OFFER OF EMPLOYMENT AS:**

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We refer to your application for employment and subsequent interview with us and we are pleased to offer you employment in our Company under the following terms and conditions: -

**1. DESIGNATION** :

**2. DATE COMMENCE** :

**3. REMUNERATIONS**

3.1 Your remuneration will be determined on the following basis: -

(i) Your basic monthly salary will be based on **RM \_\_\_\_\_ per month.**

3.2 Salary Review and Increment:

The company reviews its remuneration structure on an annual basis and determines the merit budget needed to ensure ongoing market competitiveness at the discretion of the company. Most salary increases are given as part of the annual review process and are based on company and individual performance.

3.3 Your salary will be paid to you every 28<sup>th</sup> or 30<sup>th</sup> of the month or earlier through a designated bank account transfer.

**4. HOURS OF WORK**

4.1 This is a full time position requiring to work a minimum of five (5) days per week.

4.2 Your regular weekly schedule will be from Monday to Friday.

4.3 Working hours is from 9.30am – 6.30pm.

4.4 The Company reserves the right to vary the hours of work in accordance with operational requirements.

## 5. DUTIES & RESPONSIBILITIES

5.1 You shall report directly to the \_\_\_\_\_ of Evening Crest Sdn. Bhd. (ECSB) who will determine and brief you on your duties and responsibilities.

5.2 You are to assume and perform all duties and responsibilities applicable to the position and any other functions as may be assigned by the Company from time to time.

5.3 During the continuance of your employment: -

(i) You shall comply with the policies and regulations as laid down by the Company from time to time.

(ii) You shall faithfully and diligently serve the Company and perform your duties to the best of your ability and not do anything detrimental, or which may jeopardize the company's interest.

(iii) You shall not reveal any trade secrets and any confidential information of the Company or of any other party made available to you or in connection with the Company except when disclosure is necessary for the conduct of the Company's business.

(iv) You shall use your best endeavors to promote and advance the interests of the Company and shall not conduct any personal business in any way or for any purpose whatsoever for any part of your time during or after hours, by or with any person or firm other than the Company unless approved by the Company in writing.

## 6. PROBATION

6.1 You shall be placed on probation for a period of three (3) months from your date of your commencement of employment. This period of probation may be reduced or extended 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.

6.2 At the completion of the above-mentioned period, probation shall be deemed extended unless confirmed in writing.

## 7 CONFIRMATION

7.1 You will be notified in writing of your confirmation of employment upon successful completion of your probationary period which is subject to your satisfactory performance during your probation and meeting the performance standards determined by your Superior.

7.2 Upon confirmation, you shall be getting additional RM500.00 (Ringgit Malaysia: Five Hundred Only) as an increment to your basic salary.

7.3 Upon confirmation, you shall be authorized and legally to drive a company car/vehicle as designated and justified by the Company's Driving Car Policy. This authorization shall include the jurisdictions of specific laws governing the use of company cars/vehicles including regulations on driver's licenses, insurance and taxation. The cars/vehicles maintenance shall be under the company jurisdiction and responsibility.

## 8 TERMINATION

### 8.1 While on Probation

You or the Company may terminate your contract of employment by giving the other parties **seven (7) days** written notice or equivalent compensation in lieu of such notice.

### 8.2 After Confirmation

You or the Company may terminate the contract of employment by giving the other **thirty (30) days** written notice or the equivalent compensation in lieu of such notice.

The above said notice period may be reduced or waived at the sole and absolute discretion of the Company.

8.3 The Company reserves the right to terminate your contract of employment immediately without compensation or notice in the following event(s):-

(i) You terminate/breach your contract of employment by being continuously absent from work for

more than two (2) consecutive working days without prior leave from the Company. Unless you have a reasonable excuse for such absence and have informed or attempted to inform the Company of such excuse prior to or at the earliest opportunity during such absence, the Company reserves the right to terminate your contract of employment and demand for compensation in lieu of notice; and/or

(ii) You are found guilty of any acts of misconduct or in breach of any express or implied terms and conditions stipulated in your contract of employment.

(ii) Should you resign or your services be terminated by the Company for whatever reason within twelve (12) months from your date of joining, you will be liable to reimburse the Company for any fees or payment (e.g. short notice pay, recruitment fees) that the Company may have incurred prior to and in relation to your joining the Company.

## **9 ANNUAL LEAVE**

9.1 You are entitled to **Twelve (12) days** of Annual Leave (A/L) per year within the first two (2) years of service, in addition to all statutory holidays (refer to the operation staff's Federal & State Public Holidays). Thereafter the A/L which you may be entitled to will be changed according to your service years, the details of which are available from the Human Resources Department. Pro-rata Leave may be granted on your first year of service upon confirmation. Annual Leave shall be taken at such time or times as approved by the Company. Unused A/L may be carried forward to the following year, but should not be more than one whole year's entitlement. The Company reserves the right to forfeit any leave not used but exceeded one whole year's entitlement.

Less than 2 years' service	- 12 days
Between 2-5 years' service	- 14 days
More than 5 years' service	- 16 days

## **10 GAZETED PUBLIC HOLIDAY**

10.1 You shall be entitled to eleven (11) days gazette Public Holidays per year, five of which shall be:

- (i) the National Day
- (ii) Birthday of Yang Di-Pertuan Agong,
- (iii) Birthday of the Ruler of the related State or Yang Di-Pertuan Negeri or the Federal Territory Day
- (iv) The Worker's Day and
- (v) Malaysia's Day

10.2 The Company will provide the public holiday calendar listing on yearly basis.

10.3 Memo will be sent out to all respective outlet one (1) month before the beginning of the new calendar year.

10.4 For work done on Public Holidays, you will be given replacement leave.

## **11 MEDICAL BENEFITS AND SICK LEAVE**

11.1 You are entitled to paid leave of fourteen (14) days per calendar year. In the event of hospitalization, the hospitalisation leave shall be sixty (60) days per calendar year.

Less than 2 years' service	- 14 days
Between 2-5 years' service	- 18 days
More than 5 years' service	- 22 days

11.2 When reporting medically unfit for duty, you must produce a medical certificate from our Company's doctor and inform the Management BEFORE commencement of your medical leave.

11.3 A standard medical check-up report of your goodself shall be carried out by a qualified medical doctor and must be submitted to the HR department of the Company within 60 days after your job acceptance date. All those related costs for the medical check-up is claimable and shall be paid by the company accordingly.

## **12 PERFORMANCE BONUS**

12.1 If bonus is declared, it shall be based on the performance of the Company and the performance of the individual employee. The amount shall be at the absolute discretion of the Company subject to the following terms.

- 12.2 Only confirmed employees are entitled to bonus.
- 12.3 Employees who have not completed one (1) year of service will be granted a pro-rated bonus based on their completed number of months of service.
- 12.4 Employees must be in service at the time the bonus payment is made/credited into their salary account.

### **13 EMPLOYEE'S PROVIDENT FUND (EPF) & STATUTORY REQUIREMENTS**

- 13.1 In accordance with statutory requirements, the Company shall contribute and deduct from your salary the requisite payments to **EPF** based on the prevailing prescribed rate.
- 13.2 In accordance with the requirement of the Employees' Social Security Act (**SOCSSO**) 1969, the Company shall make contribution to the **SOCSSO & EIS** according to the prescribed rate where applicable.

### **14 INCOME TAX**

- 14.1 You will be fully liable for payment of income tax or similar tax payable in respect of your emoluments.

### **15 RETIREMENT AGE**

- 15.1 The retirement age for all employee will be in accordance to the Employment Act, and the Minimum Retirement Age Act (MRAA).

### **16 USE OF ELECTRONIC COMMUNICATION SYSTEMS**

- 16.1 As in the other standard business communication medium. At ECSB, all the employees are to use **WhatsApp/Wechat** as part of the official communication within the organization. The Company reserves the right to review, audit, intercept, access and disclose all matters on the Company's E-mail or other electronic communication systems at any time, without the notice and agreement of the employee.

### **17 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND TRADE SECRETS**

- 17.1 You shall not without authorization disclose, reveal or make available, directly or indirectly to third parties any trade secrets and any confidential information concerning the business or affairs of the Company, its parent Company, subsidiaries or related companies, which may come to your knowledge during your employment. You will keep secret all confidential information entrusted to you and will 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.
- 17.2 This restriction will continue to apply after your employment cessation with the Company without limit in point of time but will cease to apply to information or knowledge which may come into public domain.
- 17.3 Upon cessation of employment, you will return all documents, data or other materials obtained or made available to you during your course of employment with the Company.

### **18 LIQUIDATED DAMAGES**

- 18.1 If you fail to report for work after accepting our Offer of Employment without reasonable and acceptable reason, you are required to pay the Company the sum of **RM \_\_\_\_\_** as agreed liquidated damages.

Other Terms and Conditions of your employment are found in the Employee Handbook accessible in the Company's Staff Portal and the access will be made available to you upon your commencement of employment with the Company. The Company reserves the right to vary or amend the clauses in the Terms and Conditions of Employment at any time in future to meet operational changes and all employees would be informed accordingly. You may refer to the Human Resources Department should you require further clarification on any policies and practices.

Kindly signify your acceptance or otherwise of this Offer of Employment by completing the acknowledgement portion in the duplicate of this letter and return the same duly completed and signed to the undersigned **not later than seven (7) working days** failing which this Offer of Employment shall lapse and become null and void.

We take this opportunity to welcome you to the “ECSB” family and trust your association with us will be mutually beneficial and long lasting.

Yours faithfully,  
**EVENING CREST SDN. BHD.**  
(1296186-U)

\_\_\_\_\_  
Name:  
Director

\_\_\_\_\_  
Name:  
Director

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**ACKNOWLEDGEMENT**

I, \_\_\_\_\_ NRIC No. \_\_\_\_\_  
acknowledge receipt of the original copy of this Letter of Offer of Employment and confirm that I fully understand the terms and conditions of the said offer and **\*accept / reject** the offer.

Signature of Applicant : \_\_\_\_\_

DATE : \_\_\_\_\_

*\*Please delete whichever is not applied*

**SUMMARY OF EMPLOYMENT****POSITION: EXECUTIVE SECRETARY / PERSONAL ASSISTANT (ADMINISTRATIVE OFFICE)  
TO THE CEO/CORPORATE ADVISOR**

No	Items	Description Details
1	Effective date	_____, 2025
2	Salary (Per month)	RM _____ (Ringgit Malaysia: _____)
3	Transport Allowance (fuel/Tolls)	RM _____ (Ringgit Malaysia: _____) RM _____ (Ringgit Malaysia: _____)
4	Outstation (Diet money)	As justified by the management of the Company.
5	Working/Duty days	Monday to Friday.
6	Working hours	9.30 am – 6.30 pm
7	Weekends and Public Holidays	Not entitle for any pay unless justified by the company.
8	Probation period	3 Months
9	After Confirmation	(i) Salary adjustment with additional RM _____ (Ringgit Malaysia: _____) (ii) Entitle for (if you have a driving license and qualified for driving): (a) Company 's car/vehicle (b) Fuel allowance = RM _____ per month (c) Tolls (TnGo) = RM _____ per month <i>The car/vehicle periodic maintenance will be maintained by the company.</i>
10	Annual leaves	12 days – as stipulated in item 9.1 (above).
11	Medical Leaves	14 days paid medical leaves – as stipulated in item 11.1 (above).
12	Medical check-up	To be submitted within 60 days after job acceptance date.
13	Public Holidays	11 days – as stipulated in item 10.1 (above).
14	Termination/Resignation notice	4 weeks (30 days)
15	EPF	11% - Employee's contributions and 13% - Employer's contributions