



Our Reference: _____

Date: _____

EMPLOYEE NAME AS PER IC:
ADDRESS:
EMAIL:
PHONE NUMBER:

We are pleased to offer you the position of **Japanese Language Lecturer at CakapJepun Online Academy** effective _____. This employment serves as the contract basis on yearly renewable depending on the needs of the Management. Upon renewing your contract, a new Appointed Letter will be issued accordingly.

The terms and conditions governing your employment are as follows:

Position : Japanese Language Lecturer (Sensei)
Department : CakapJepun Online Academy
Basic Salary : RM80/Class

Please acknowledge your acceptance of this offer as contract of services, including the terms and conditions of employment, by signing and returning the duplicate copy of this letter for your personal file.

We take this opportunity to welcome you onboard to **Michi Global Sdn Bhd (CakapJepun)**. We trust that this will be mutually beneficial and rewarding experience and we look forward for a long and prosperous career development and partnership with ours company.

Sincerely,

.....
Name: Mohd Anuar Bin Abu Bakar
Position: Chief Excutive Officer
Date: 6/11/2020

I, _____, have read and understood the terms and conditions stated in the appointment contract and hereby confirm my acceptance of the offer of appointment contract as **TITLE POSITION AND REMUNERATIONS** mentioned.

IC / Passport Number:
Date



CONTRACT OF EMPLOYMENT

THIS CONTRACT is made on the _____

BETWEEN

MICHI GLOBAL SDN BHD having the address at **No 6-2, Jalan Bola Tampar 13/14, Seksyen 13, 40100 Shah Alam, Selangor Darul Ehsan**
(hereinafter called as "the Employer"); and

AND

NAME citizenship having the address **ADDRESS**

(hereinafter called as "the Employee").

The Employer and the Employee agree as follows:

EMPLOYMENT TERMS

1. POSITION

The Employer agrees to offer and/or employ the Employee and the Employee agrees to work for the Employer for the position of **Japanese Language Lecturer at CakapJepun Online Academy**

2. EMPLOYMENT PERIOD

The employment shall be for a period of **1 YEARS OF CONTRACT** from **DATE OF EFFECTIVE EMPLOYMENT AND EXPIRY DATE** based on class start and end date. (hereinafter known as "the Contract Period").



3. OBSERVATION PERIOD

- 3.1 If you are a new sensei, you are required to serve a **three (3) months'** observation period (hereinafter known as "the observation period") during which time termination of this contract by either party will require fourteen (14) days' notice or fourteen (14) salary in lieu of notice.
- 3.2 The Employer will conduct a review of your performance before or by the end of the observation/renewal period wherein your performance will be assessed and if the Employer in its sole discretion whether to continue your observation/renewal or to confirm you in your position or some other position as decided by the management or the Employer. In the event the management or the Employer decides to confirm you, a letter confirming as such will be issued to you, otherwise your observation shall continue as above-stated.
- 3.3 During the observation/contract period, you will be entitled to a paid annual leaves on pro-rated days based on the annual leave days entitlement to you upon Management Approval. In the even whereas the Employee carries the leave(s) without the permission of the Employer such leave(s) shall be falls under unpaid leaves.
- 3.4 At the end of your observation/renewal period, you may be confirmed in your position or some other position within the Company if your services are found by the management or the Employer at its sole discretion to be satisfactory and if the Company at its sole discretion regards you as the suitable for the needs of the Company.
- 3.5 In the event if your employment is not confirmed at the end of the observation period, the Employer will immediately issue you a notice of termination, your employment with the Company is forthwith terminated and you shall hence forth have no claims against the Company.



- 3.6 In the event your employment is confirmed, in the absence of prompt action with regards to Employee confirmation such confirmation is deemed to take place immediately after the employee cease his/her observation period.

4. JOB SCOPE AND DUTIES

4.1 The Employee's duties and responsibilities shall include: -

1. Handle Zoom Class once a week (1.5 hour per session)
2. Must **PARTICIPATE** in any event or meeting organized by **CAKAP JEPUN**, at least 80% from total activities
3. Every sensei must apply **HORENSO** (HOKOKU, RENRAKU, AND SOUDAN) system in conducting the class at Cakap Jepun.
4. Sensei need to provide **PROPER** setting for **ONLINE** class such as
 - i) Good Webcam
 - ii) Good Microphone
 - iii) Good Background
 - iv) Stable Internet Connection
5. USE the **TELEGRAM GROUP** to keep in touch with the students.
6. Follow the provided **CLASS FLOW** for handling the class.
7. Any **CHANGES** for classes (schedule, venue etc) must get the approval from the Education Coordinator



8. Setup Zoom Meeting at least **10 MINUTES EARLIER** before class start.
9. Take **PHOTO/VIDEO** during classes (students, activity, etc) and send to the Telegram group.
10. Follow **ALL** the Standard Operation Procedure given.

4.2 These duties are subject to change from time to time as required by the Company and Employer and you are required to adhere to the same.

5. TRANSFER

The Company and Employer have the right to transfer you to any class of Company or within the Group of Companies.

6. WORKING HOURS

6.1 The Employee's normal working hours and working days will be the same for the whole course: -

The Company reserves the right to change your working days and hours upon Management discretion.

6.2 The working hours are subject to change from time to time to as required by the Company and the Employer and you are required to adhere to the same.

7. GENERAL CONDUCT

7.1 The Employee will be expected to devote the whole of the Employee time and attention during working hours to the services of the company and discharge of the Employee duties and shall undertake such duties as maybe reasonably required by the employee.

7.2 During the employment, the Company expects the Employee conduct to be such as not to discredit the Employee or the Company and the Employee will perform all the

duties entrusted to the Employee in a loyal, efficient, trustworthy and honest manner. The employee is required to carry out his / her responsibilities with due diligence and standard duty of care.

- 7.3 The employee shall during and as well as after the employment hereunder keep with complete secrecy all confidential information entrusted to the employee and shall not use such information in any manner which may cause loss or injury to the Company.
- 7.4 In the event of any breach pursuant to clause 7.3, the Employee shall make compensation and/or payment for the loss, costs and/or damages suffered by the Company as a result.
- 7.5 The employee is required to safeguard the interest and reputation of the Company at all relevant times.

8. **EXCLUSIVE SERVICE**

- 8.1 The employee shall not, at any time during the currency of this agreement without the prior written consent of the Company, engage or interest the Employee, directly or indirectly, whether for reward or gratuitously, in any business or work other than in respect of your duties to the Company.
- 8.2 The employee shall not at any point of time be employed by any other organizations or practice any free lancing in the area of expertise related to the Employer's business, you shall not be employed, or engage in or any act as an adviser or consultant, whether for remuneration or otherwise for any other organization and your full energies shall be devoted to and towards the business of the Company.
- 8.3 The employee shall not at any time engage directly with the Company's clients for any business propositions without the Company's knowledge or tout the existing/new prospect to other third party, associates which may cause disadvantages, loss and/or damages to the Company and Employer.
- 8.4 In the event of any breach pursuant to clause 8.3, the Employee shall make compensation and/or payment for the loss, costs and/or damages suffered by the Company as a result.

9. REMUNERATIONS, ALLOWANCES AND CLAIMS

9.1 The Employee shall be paid as follows during the Observation Period:-.

Details	Amount
Basic pay during Observation period	RM 60/Class
Basic pay upon Confirmation	RM 80/Class

9.2 Such salary shall be subject to all deductions and/or contributions which the Company may be entitled or required to be deduct by virtue of any Law for the time being in force in Malaysia and shall accrue from day to day and remain payable until full settlement.

9.3 The employee remuneration is confidential and the employee shall not disclose it to any parties.

10. LEAVES ENTITLEMENTS

1. If sensei cannot handle the class due to certain personal matter / circumstances , sensei will need to **ASK ANOTHER SENSEI** to replace her/his class. Then, **INFORM** the Education Coordinator at least 2 weeks before the class.
2. Sensei can only ask for replacement **MAXIMUM** for **5 times** (per course). If there is no sensei who is available to replace, sensei can postpone the class maximum for **2x times**(per course).

11. TERMINATION

Cakap Jepun can amend the rules and regulations anytime when needed.

If any sensei failed to follow the rules stated, Cakap Jepun will send a warning letter twice. As for the third time, we have the right to

- a) Cut 20% from the salary
or
- b) Discharged you as Cakap Jepun sensei
or

c) Both

11.1 Termination of the Employee Services Agreement by the Company immediately or without notice or without waiting for the required notice period to be expire may be done under the following circumstances: -

- i. Major Fractions (as stipulated under clause 13.4);
- ii. In the event of any breach by the employee of any of the terms of this services agreement or the rules or regulations and policies of the Company, or on the ground of misconduct inconsistent with fulfillment on the express or implied conditions of service;
- iii. Refusal to follow the instructions of your superiors, insubordinations, tardiness, slackness, habitually being late for work or appointments, sloppiness, slackness at work, refusal to cooperates with fellow employees, taking actions or omitting to take appropriates action which should be taken, and/or taking any action or in action which directly or indirectly causes detrimental effects to the Company, theft or pilferage, misuse of office equipment, removal of documents from the office or any files in the office;
- iv. Being continuously absent from work for more than two (2) consecutively working days under Section 15(2) Employment Act 1955, either without prior leave from the company or without reasonable excuses, or without informing the Company or attempting to inform of such prior to or the earliest opportunity during absent;

11.2 The following shall be categorized as major infractions:

- i. Theft of company or fellow employee's property in Company premises;
- ii. Assault or battery on a fellow employee in company premises;
- iii. Willful destruction of company or fellow employee's property;
- iv. Disclosure/mishandling of company's classified material to unauthorized persons;
- v. Held in police custody or conviction of a crime;
- vi. Deliberate misrepresentation in order to secure employment;
- vii. Knowingly submitting false records - hours worked, attendance claims, previous employment history & qualifications;
- viii. Willful refusal, insubordination or disobedience of any reasonable instruction of supervisor, including refusal to perform work assigned;
- ix. Sleeping whilst on duty;

- x. Consumption of intoxicants or drugs;
- xi. Offensive or indecent personal conduct on company premises;
- xii. Earning commission or receiving gifts from vendors.

11.3 If the Employee shall at any time be guilty of any act or major infractions, which shall in fact cause any damage or discredit to the Employer or shall neglect his / her responsibilities and duties, in such case the Employer may forthwith terminate the Employee's employment without any notice or payment in lieu of notice. In the event of the occurrence of such act, the Employer shall also have the right to proceed with legal proceeding actions.

11.4 In the event such major fractions have caused the Employer or the Company to suffer any lost, cost or damages the Company and Employer entitled to claim for compensation and or payment for the lost, costs and or damages suffered by the Company as a results.

12. CONFIDENTIALITY

12.1 The employee has had and during the term of this agreement will continue to have access to the confidential information of and pertaining to the Employer, all of which is hereby agreed to constitute trade secrets. To ensure the continued secrecy of this confidential information, Employee covenants and agrees that during the terms of employee employment and thereafter, employee will keep secret the names of, or any other information relative to, all of such confidential information.

12.2 This includes without limitation any past, present, future or prospective security clients, employees, employment practice, policies, techniques, methods, and any (and all) business association or activities of the Employer if any, and all knowledge relative to loans, earnings, finances, and any other such matters as to which the employee may acquire knowledge during her engagement by the Employer.

12.3 The Employee agrees not to keep and/or use to personal advantage, (whether direct or indirect), any papers, records or any information whatsoever relative to the business activities of the Employer or its subsidiaries, if any, including, but not limited to, the confidential information specifically referred to herein.

- 12.4 The Employee agrees not to furnish or make available, in any form, any such papers or information to any person, firm, corporation or other entity.
- 12.5 The Employee agrees not to do anything which might be to the disadvantage of the Employer, its subsidiaries or such associated or affiliated person, firm or entity.
- 12.6 The Employee further agrees that upon termination of Employee's employment for any reason, employee shall return to the Employer all such papers, records, and information, any copies of the same, any security card keys and similar devices, any other materials of any nature relative to the business activities of the Employer.
- 12.7 The Employee agrees to treat all Client Confidential Information as confidential information of the Employer, both during and after the term of this Agreement. "Client Confidential Information" means all information and material to which Employee has access in connection with services provided hereunder including, but not limited to, (a) all Developments, (b) all software, documentation, financial, marketing, and customer data and other information, and (c) any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential.
- 12.8 The Employee agrees to use the Client Confidential Information received under this agreement solely for the purposes of providing services under this Agreement. Employee will not duplicate any Client Confidential Information unless such duplication is necessary to provide services for the specific client project in which the client confidential information was disclosed, except as otherwise authorized by the Employer.
- 12.9 The Employee will not make Client Confidential Information available to any third party except as specifically authorized by the Employer or client in writing. All Clients Confidential Information furnished to Employee shall remain solely the property of the Employer. Employee further agrees that all Client Confidential Information and any other information received from client or the Employer, including all copies in any form shall be returned to the Employer upon completion or termination of the applicable project or this Agreement.

12.10 By virtue of this Contract of Employment, the Employee shall subsequently execute Letter of Undertaking of Confidentiality and Non-Disclosure, an undertaking made between the Employee and the Employer and such undertaking shall take an effect upon the execution and the Employee shall be liable for any breach arising from Employee misconduct, breach and/or negligence.

13. **ORIENTATION AND INDUCTION PROGRAM**

Employees are required to attend an Orientation and Induction Program that will be Conducted by the company.

14. **LIABILITY**

In the event of breach of this service of agreement the Employee shall be liable and shall make any compensation, lost and/or damages claimed by the Company or the Employer arising as a result of breach of contract and/or negligence on the Employee part in respect of duties provided in connection with, or arising out of the appointment terms set out in this Contract of Employment.

15. **RULES AND REGULATIONS**

The Employee will be required to conscientiously abide by all the rules, terms, directions, guidelines and regulations expressed or implied of the Company which /or are in force and/or issued from time to time by the management and which may have been informed to you at the commencement of the Employee's employment or subsequently or informed to you from time to time.

16. **LAW**

This agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties under this Agreement.

17. Except for any increasing in salary and amendments in target, at the sole discretion of the Employer and the Company, the terms of this agreement

remain in effect until amended in writing and signed by both parties

18. **IN-HOUSE TRAINERS/COACH AGREEMENT**

All in-house trainers/coach that had been appointed through out the employment are prohibited to/or utilise, use or modify the company materials for personal usage in his/her safekeeping given for a period of one (1) year upon the effective of his/her resignation. Company may/will claim for damages if found the breach of contract take place immediately

Yours truly,



Name: Mohd Anuar bin Abu Bakar
Designation: Chief Executive Officer
Date:6/11/2020

I, hereby confirm and declare that this Agreement has been duly read by myself and confirm that I have fully and clearly understood the contents , nature and effect thereof and have agreed to abide by them.

Name:

Signature:

I/C or Passport Number:

Date:
