



WAS/HRA/2023/OL/0057/NH

20 October 2023



PRIVATE & CONFIDENTIAL

Amaluddin Bin Abdul Rahim

2498, Lorong Astana Tiga,
Kampung Tupong Ulu,
93050 Kuching
Sarawak.

Dear Amaluddin,

RE: OFFER OF PERMANENT EMPLOYMENT

We are pleased to offer you (“Employee”) employment with Weststar Aviation Services Sdn Bhd (“Company”) as a License Aircraft Engineer with effect from **(to be advised)**.

(Hereinafter collectively referred to as the “Parties” and individually as the “Party”).

1. CONDITION PRECEDENT

This Letter of Employment and the obligations of the Parties herein and the Terms and Conditions of Service shall be conditional upon the fulfillment of the following terms:

- 1.1 You are certified medically fit by a doctor approved by the Company/relevant authorities;
- 1.2 You hold a valid Aircraft Maintenance Engineer License acceptable to the Company/ relevant authorities;
- 1.3 You possess a valid AW139 Type Rating endorsement by the relevant Authority.

2. PLACE OF APPOINTMENT

Your base of operations will be at our Kerteh base, or such location(s) as may be determined by the Company (“Base of Operations”) and you will directly report to the Company’s Base Chief Engineer or such other designated person as may be determined by the Company. The Company reserves the absolute and sole right to assign you or to second you to any other location or entity subject to the operational requirements of the Company.

3. WORK ROUTINE

You shall be on twenty (20) weeks on and ten (10) weeks off routine. You shall be entitled to twenty-five (25) days of annual leave per annum.

You shall be required to complete certain training during your employment, as determined by the Company. All the required training shall be done during your off day.

WESTSTAR AVIATION SERVICES SDN BHD (612066-P)

HEAD OFFICE
LEVEL 6, MENARA WESTSTAR, DATARAN WESTSTAR, JALAN LINGKARAN TENGAH II,
68000 AMPANG, SELANGOR, MALAYSIA.
TEL: +603-4102 3333
FAX: +603-4105 5900

4. SALARY AND BENEFITS

- 4.1 Your basic salary shall be **RM 3,500.00 (Ringgit Malaysia: Three Thousand Five Hundred only)** per month.
- 4.2 Meal allowance of **RM 150.00 (RM: One Hundred Fifty only)** per day while on duty at the work site and as and when attending training.
- 4.3 Shift Allowance of **RM2,000.00 (RM: Two Thousand only)** per month, for shift duties and night commitment.
- 4.4 Housing Allowance of **RM1,000.00 (RM: One Thousand only)** per month, if you live on-site.
- 4.5 Transport Allowance of **RM200.00 (RM: Two Hundred only)** per month.
- 4.6 Mobile Allowance of **RM100.00 (RM: One Hundred only)** per month.
- 4.7 Approval Allowance of **RM1,000.00 (RM: One Thousand only)** per month. Once you obtain WASSB Company Approval from the SQAD Department.

5. EMPLOYEE PROVIDENT FUND SCHEME

The employee provident funds (EPF) deduction will follow the prevailing regulation, which is: Employee at 11% and Employer at 13% of the monthly salary. For an employee who has reached the age of 60, the contributions shall be Employee 0% and Employer 4%. All other regulations with regard to this contribution shall be governed by the Terms and Conditions of the EPF board.

6. INCOME TAX

- 6.1 The Base Salary and other cash payments, allowance, bonus, and benefits stated under Clauses 4 and 6 are expressed as “gross” amounts and all applicable income taxes shall be borne and/or payable by you.
- 6.2 The Employee shall defend, protect, indemnify, and hold the Company free and harmless from any and all liability, loss, or damage resulting from any taxes, assessments, or other charges required by, or relating to, the taxes imposed and to be paid by Employee, and from all interests, penalties and other sums imposed thereon, and from any proceedings to enforce collection of any such taxes, assessments, or other charges.

7. OTHER CONSIDERATION

- 7.1 The Company shall provide:
 - 7.1.1 Medical and insurance coverage as defined by the company-appointed insurance provider.

- 7.1.2 Work permit and other related costs for occupation readiness, as determined by the Company, in the course of your employment.
- 7.1.3 Company uniform and related personal protection equipment shall be provided as per company policy and practice.

8. RELOCATION AND TEMPORARY ASSIGNMENT

You may be required to be relocated or temporarily assigned within the Company and/or Group at any time when instructed by the management.

9. BUSINESS EXPENSES

All Company-related expenditure is subject to the Company's approval and shall be paid by the Company to you against validated proof of receipt. Notwithstanding the foregoing, the Company shall be entitled to refuse or disapprove any such reimbursements if it so decides at its sole discretion that such expenses are not reasonable or incurred in the absence of the proper exercise and performance of your duties. The Company shall reimburse all reasonable traveling expenses incurred for business purposes and car park benefits, upon actual proof of receipt or such other evidence of incurrence.

10. TRAINING BONDING

The company reserves the right to issue you with a Training Bond when you receive any course(s) related to the business of the Company. A separate Training Bond Agreement will be crafted and agreed by you before the commencement of the course.

11. TERMINATION

11.1 Termination for Convenience

The Company may terminate this Agreement immediately with notice if you are, at any time, found to have committed an act that is inconsistent with the express and/or implied terms of employment with the Company, including where you:

- 11.1.1 in relation to Clause 19 are found guilty of any default or misconduct which significantly affects the business, operations, or reputation of the Company and/or Group, rendering you, in the opinion of the Company, unfit to continue as an employee of the Company.
- 11.1.2 commit any serious or persistent breach of your obligations as stated in this Agreement or any policies of the Company and fail to remedy the breach (if capable of remedy) within 14 days written notice to you;
- 11.1.3 neglect or fail or refuse to carry out or follow any reasonable directions, instructions, or regulations whereby such neglect or failure significantly affects the business, operations, or reputation of the Group;

- 11.1.4 are declared bankrupt or made any arrangement or compromise with your creditors generally.
- 11.1.5 are convicted of any criminal offense other than an offense which, in the opinion of the Company does not affect your position in the Company, or adversely affects the discharge of your duties and obligations under this Agreement.
- 11.1.6 become of unsound mind or incapable of performing your duties due to any medical condition over an aggregate period of 60 days or more in any period of 12 months;
- 11.1.7 commit any act of fraud, embezzlement, theft, or wilful dishonesty against the Group; or
- 11.1.8 caused the wilful destruction of any material property of the Group.
- 11.1.9 the Company's clients reserve the right to refuse acceptance of any person operating on their contract. In any case, your continuing employment is subjected to a satisfactory acceptance letter being received by the Company once your employment is assessed by the client.
- 11.1.10 breach any other the terms of this letter of offer and/or do not meet any of the conditions precedent or become disqualified or unable to perform for the purpose you have been employed.

11.2 Termination by the Company

Notwithstanding anything to the contrary stated in this Agreement, the Company may terminate this Agreement by giving you one (1) month prior written notice or by payment of one (1) month Base Salary and other allowances in lieu of notice termination during probation. Upon your confirmation of employment, the Company may terminate this Agreement by giving three (3) months' written notice or by payment of three (3) months Base Salary and other allowances in lieu of notice of termination.

11.3 Termination by the Employee

11.3.1 You may terminate this Agreement by giving one (1) month's notice or by payment of one (1) month's Base Salary and other allowances in lieu of notice of termination during your probation. Upon confirmation of your employment, either party must be given three (3) months' written notice or payment in lieu. In the event you are required to serve all or a part of the three (3) months notice period, you shall not include any of the balance of your unutilized leave unless otherwise agreed by the Company in writing.

- 11.3.2 The Company may at its absolute discretion request for your immediate departure upon giving you thirty (30) days' written notice. In such event, your employment shall be deemed terminated on the expiry of thirty (30) days from the date of such written notice.
- 11.4 Payment on Termination
- 11.4.1 Where this Agreement is terminated pursuant to Clauses 10.1 or 10.2, the Company will make the following payments on your last day of service: -
- 11.4.1.1 any accrued Base Salary and other allowances to which you are entitled as at the date of the termination of this Agreement; and
- 11.4.1.2 where termination is pursuant to Clause 10.3, payment in lieu of Base Salary and other allowances in respect of any period of notice that the Company does not require you to work.
- 11.4.2 Where this Agreement is terminated pursuant to Clause 10.2, the Company may pay you the payments referred to in Clauses 10.4.1.1 and 10.4.1.2 (in addition to any payments you may be entitled to pursuant to Clause 10.2) and you will accept as agreed liquidated compensation and in full and final satisfaction of all claims of whatsoever nature in respect of such termination and/or your employment.
- 11.4.3 Any payments made to you upon termination of this Agreement shall be without prejudice to any rights or remedies that the Company may have against you for any acts or omission attributable to you during your Employment under the Term.

12. CONFLICT OF INTEREST

- 12.1 You must devote all of your time, attention, and abilities, during the working hours set out in Clause 2 and 3, to your duties for the Company.
- 12.2 You shall not, without the prior written consent of the Board/Management, during the Term, be engaged or interested, directly or indirectly, in any capacity, in any trade, business or occupation whatsoever regardless of whether it does or does not compete with the business of the Company. The term "occupation" in Clause 12 shall include membership of any legislative body or any other public or private work which, in the opinion of the Board, may hinder or otherwise interfere with the performance of your duties as set out in this Agreement. You shall also not, without the prior written consent of the Board, during the Term, accept any directorship or office in any company not related, affiliated or associated to the Company.

13. SET-OFF

Upon termination of this Agreement, you hereby authorize the Company to set off any and/or all amounts wheresoever and/or howsoever due and owing by you to the Company from any amounts payable to you by the Company and/or Group.

14. NOTICE

14.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently served or given for all purposes herein on the respective Parties if delivered in person or sent by ordinary post or email or facsimile transmission to the Party to whom it is addressed at the aforesaid address or to such other address as a Party may notify to the other in writing.

14.2 Such notice or other communication shall be deemed to be duly served if it is: -

14.2.1 delivered in person, at the time of delivery; or

14.2.2 sent by ordinary post, within four (4) days after posting.

15. DRUG & ALCOHOL POLICY

In accordance with the Company HSES Policy on Drug & Alcohol Abuse, you hereby agree and recognize that Drug and Alcohol abuse and dependence in its worksite may compromise the health of the affected employees, the safety of others, and the operation. The Company is fully committed to ensuring that its employees and facilities are free from Drug & Alcohol abuse. Refer to PRC/SMS/010 Drug & Alcohol Policy where amongst others, the Company may require employees at the Company worksite or premises to undergo drug and alcohol testing at any time.

16. ANTI-BRIBERY & ANTI-CORRUPTION

16.1 You shall not make or offer any bribe or any gift, gratuity, reward, commission or other inducement in money or in kind or of any description to potential suppliers, distributors, business contacts, agents, advisers, business associates, and government and public bodies including their advisors, representatives and officials, politicians and political parties in order to secure and undue or improper result, award, decision, benefit and or advantage of any kind.

16.2 You shall carry out your duties with diligence and loyalty at all times, keeping the Company interest paramount. You shall not under any circumstances either directly or indirectly, receive or accept for you or any other person's or entity's benefit any commission, rebate, gifts, favour, discount, or profit from any person, company, or firm having business transactions with the Company.

- 16.3 Promote professional ethics and uphold the highest level of integrity and compliance:
- 16.3.1 You must demonstrate understanding and competency in delivering your roles and responsibilities in accordance with Malaysia's Law as well as any other applicable laws, to ensure professional conduct at all times.
 - 16.3.2 You are prohibited from involvement in illegal activities, including money laundering/financing of terrorism, fraud, corruption, bribery, tipping, tax evasion, and smuggling.
 - 16.3.3 You must at all times act honestly and professionally in carrying out your duties.
 - 16.3.4 You must conduct yourself in a professional, dignified, and respectful manner.
 - 16.3.5 You shall at all times comply with all policies and procedures established by the Company. Any non-compliance may be deemed as a major and/or serious misconduct and could subject you to further disciplinary procedures including termination.

17. COMPANY RISKS

Your appointment shall always be subject to your compliance with any conditions of service or Company rules and practices, either expressed or implied, for the time being in force. You are fully aware that in your course of employment under this Agreement, you will have access to and be entrusted with information in respect of the business of the Company and/or Group and financing of the Company's business and its dealing, transaction, and affairs of which information is or may be confidential. You shall not during or after the period of your employment under this Agreement divulge to anyone, firm, or company or otherwise make use of any trade secrets, secret or confidential operations, process or dealings, or any information concerning the organization, business, finances, transaction or affairs of the Company which may come in your knowledge during your employment hereunder. You shall keep with complete secrecy all confidential information entrusted to you and shall not use or attempt to use any such information in any manner for yourself or others.

18. CONFIDENTIALITY

- 18.1 You shall not at any time during and/or after your employment at the Company disclose and shall use your best endeavors to prevent the disclosure of any trade secret, company process, knowledge and/or information of a confidential nature concerning the affairs and/or operations of the Company and/or related corporation of the Company and/or Group which may come to your knowledge in the course of your employment with the Company.

18.2 You shall not publish and/or cause to be published any article, book, photograph and/or letter and/or give any interview or broadcast and/or deliver and lecture and/or speech on any matter which concern your duties and/or the business of the Company and/or any civil aviation matter without the prior written consent of the Company.

19. MISCONDUCT

The Company has the discretion to terminate this contract with immediate effect and/or without notice and without any compensation whatsoever if you are found guilty of misconduct as prescribed under the Company's terms and conditions of employment.

20. ABSENTEEISM

During your employment period, the Company shall be entitled to issue a twenty-four (24) hours' Notice of Termination should you fail to report for duty for more than two (2) consecutive working days without prior leave, unless you have a reasonable excuse for such absence and has informed or attempted to inform your Superior of such excuse prior to or at the earliest opportunity during such absence.

21. SOCIAL MEDIA USAGE

When using social media such as, but not limited to, personal blogs, social media including Facebook or Twitter, you shall not disclose confidential information about the Company's business, its customers and all other matters related to the Company. Employees are not authorized to make any commentaries on behalf of the Company and shall not directly or indirectly adversely affect the image and reputation of the Company. Employees are prohibited from using/editing the Company's logos, pictorial images related to the Company and trademarks in their own personal social media accounts. You shall comply with the Company' social media Policy, Social Media Guidelines and IT Policy when using social media.

22. EXCLUSIVE SERVICE

You shall not, without the prior written permission of the Company be employed and/or engaged directly or indirectly in any capacity, whether paid or unpaid (including any direct selling trade or business), by any person, Government Department, Statutory Body, Firm, Company and/or organization other than the Company during the course of your employment at the Company.

23. INDEMNITIES AND LIABILITIES

You shall agree to indemnify and hold harmless the Company, against any loss, liability, claim, damage, and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or in connection with the employment and/or performance of duties for and on behalf of the Company to the full extent permitted by law, and/or based upon any false representation or warranty or breach or failure to comply with the terms of this contract.

24. SEVERABILITY

If any Clause or provision of this letter or part thereof is rendered void, illegal or unenforceable by any law to which it is subject, it shall be rendered void, illegal or unenforceable to that extent only and be severed from this letter. The invalidity or unenforceability of any Clause or provision of this letter shall not impair the enforceability validity or affect the remainder of this letter which shall remain in full force and effect and shall be construed as if the invalid or unenforceable term or provision was omitted.

25. WARRANTY

25.1 You warrant that you confirm the accuracy of the representations in this contract to the Company and will use reasonable efforts to notify the Company and to do so promptly if you become aware that such representations are, at any time, inaccurate in any respect. Further, you hereby agree to respond reasonably to requests to supply any additional written information concerning the representations in this contract that the Company may request.

25.2 Any breach of warranty shall be a material breach of this contract and shall entitle the Company to terminate this agreement forthwith. Any such termination shall be without prejudice to the Company's rights forthwith, including civil claims.

26. TERMS & CONDITIONS OF EMPLOYMENT

26.1 All other terms and conditions of employment are found in the terms and conditions of employment and in other rules, regulations, and/or policies of the Company (existing or otherwise) issued from time to time. The terms of the said Terms and Conditions of Employment and any other rules, regulations, and policies may be amended, changed, varied, supplemented, added, deleted, etc. from time to time and the Company reserves the right to so amend, change, vary, supplement, add, etc. as the company in its absolute discretion deem fit.

26.2 You shall fully abide by the Terms and Conditions of Employment rules, regulations, and/or policies of the Company issued from time to time. Any breach of the Terms and Conditions of Employment rules, regulations and/or policies shall be subject to disciplinary and/or other action.

26.3 By signing and returning this offer of employment, you shall be deemed to have read, understood and accepted the terms and conditions herein and those found in the Terms and Conditions of Employment.

27. PROBATION

- 27.1 You will undergo six (6) months probationary period (Training Period inclusive), during which time, your performance shall be reviewed. If necessary, the probation period may be extended up to a maximum of another three (3) months per occasion, but shall not exceed a maximum of twelve (12) months total probation period.
- 27.2 At the end of the probationary period, you will be notified in writing should Management decides that you should undergo a further probationary period. You shall not be deemed to be confirmed notwithstanding the completion of the periods of probation until a written confirmation is issued.

28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

29. COMPLIANCE WITH COMPANY POLICIES

You warrant that during the employment period and in all aspects of employment hereunder, you shall at all times comply with all policies and procedures established by the Company, including the Company's Integrity Policy. Any non-compliance may be deemed as a major and/or serious misconduct and could be subject to disciplinary procedures including termination. For this purpose, you shall sign a declaration as attached to this.

30. COVID 19 POLICY

The Company adheres to the Government's policy regarding SOPs and protocols of the Covid-19 pandemic. The Company is also concerned to protect the employees from being infected, as such:

- 30.1 Only employees who are fully vaccinated shall be employed and proof of the certificate of vaccination is required.
- 30.2 Employees will be subjected to a random COVID-19 test using methods and/or instruments approved by the Government.

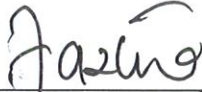
31. ACCEPTANCE OF OFFER

The offer of Employment as set out in this Agreement will be valid for seven (7) days only. Kindly confirm your acceptance of the terms and conditions of your employment by attaching your signature on the duplicate copy of this letter and returning the same to the undersigned within seven (7) days from the date of this letter. In the event the Company does not receive your signed acceptance within seven (7) days (whether via courier, post, facsimile or electronic transmission), this offer shall be deemed to be cancelled and treated as null and void.

Please refer to the Terms and Conditions of Services of the Company for further details of employment conditions and benefits.

Thank you.

Yours faithfully,



Fazlina Binti Mohamed Amanullah
General Manager, Human & Corporate Resources
Weststar Aviation Services Sdn. Bhd

ACKNOWLEDGMENT

I, [**Full name:**] with [**Passport/NRIC no.:**] having read and understood this Contract of Employment, hereby confirm acceptance of them, in its entirety.

Signature:

Date: