

# Letter of Appointment (HK)

Date

Name

Address

Dear .....

**Appointment as .....**

We refer to your recent interview for the above position and are pleased to advise that we are offering you the position with our Company effective from ..... under the following terms and conditions:

1. SALARY

Your salary will commence at \$..... per month.

2. PROBATIONARY PERIOD

Your appointment will be subject to a probationary period of 3 months. An official confirmation of your appointment will be notified to you in writing.

3. WORKING HOURS

Your working hours will be as follows:

Mon - Fri :

Lunch Break :

At times, you may be required to work irregular hours, including Saturday and Sunday. Appropriate time off will be considered for work performed outside normal operational hours.

4. LEAVE OF ABSENCE

Leave of absence whether medical or annual will be given in accordance with the Company's Employee Handbook. Application on prescribed form for leave must be made one week in advance.

## 5. PAID LEAVE

### 5.1 ANNUAL LEAVE

The annual leave will be as follows:-

- a) Employed for 1 – 3 years : days
- b) Employed for 4 – 5 years : days
- c) Employed for more than 5 years : days

The maximum leave will be fixed at ..... days. The leave will be taken at interval periods unless requested for special reasons such as an overseas trip.

No leave will be granted immediately before/after Public Holidays.

Employee may carry forward a maximum of 7 working days' unutilised leave to the following year and must be utilised by end of that year.

### 5.2 MARRIAGE LEAVE

Permanent employees are entitled to 2 days' Marriage Leave.

### 5.3 COMPASSIONATE LEAVE

Permanent employees are entitled to:-

- a) 3 days - death of spouse, child or parent
- b) 1 day - death of parent-in-law, brother, sister or grandparent

## 6. BONUS

Bonus is dependent upon the Company's profitability and your performance. It is only payable at the end of one year's service and will be paid before Chinese New Year.

## 7. MPF

Deduction of employee's contribution and employer's share of contribution will be in accordance with the respective Ordinance currently enforced.

## 8. PERIOD OF NOTICE FOR TERMINATION OF EMPLOYMENT

Period of notice for termination of employment or salary in lieu shall be as follows:-

- a) First month of probation — without notice

- b) Second month till probation end — 7 days
- c) After probation — 1 month

Leave cannot be utilised as resignation notice.

#### 9. FRINGE BENEFITS

Upon satisfactory completion of the probation period, you will become our permanent employee and are entitled to the fringe benefits specified in the Employee Handbook.

You are required to serve the Company with loyalty and honesty and strictly follow all instructions given to you by your supervisors in carrying out your duties.

You shall not take or engage in any other employment, trade, business, whatsoever outside the business of the Company during the period of your employment.

#### 10. CONFIDENTIALITY

You shall not at any time during or after your employment term with the Company reveal any of the affairs or secrets of the Company to any other person(s) nor use or attempt to use any information which you may acquire in the course of your employment in any manner which may injure or cause loss to the Company.

#### 11. RESIGNATION/TERMINATION

The Company shall be at liberty at any time by notice in writing summarily terminate the service of the employee if:-

- a) she/he is guilty of misconduct;
- b) she/he is negligent in the discharge of her/his duties; or
- c) being absent or being unable to perform her/his duties and alleging ill-health as the cause thereof, she/he shall refuse to practitioner nominated by the company to examine her/him or shall fail to give to such medical practitioner the information necessary to report upon her/his state of health.

Upon the termination of her/his employment of any cause or by any means whatsoever the employee shall not for a period of 12 months thereafter undertake or carry on either alone or in partnership not be employed or interested directly or indirectly in any capacity whatever in the business of ..... within Hong Kong and shall not during the lieu period and within the same area either personally or by her/his agent or by letters, circulars or advertisements whether on her/his own behalf or on behalf of any other person, firm or company canvass or solicit orders from or in any way interfere with any person(s), company who shall at any time during the continuance of the employee's employment thereunder have

been a customer or customers of the company its associates not use or disclose any information concerning the company's or its associates' business or affairs or any customer of the company of its associates which may have been acquired by her/him in the course of or as incident to her/his employment hereunder for her/his own benefit or to the detriment or intended or probable detriment of the company or its associates.

Upon resignation or termination of service, you shall deliver to the person in charge all documents in your possession which belong to the company.

To avoid any doubt, it is hereby declared that the property and all such documents used in the course of your work belong to the company.

If you are agreeable to the above terms and conditions of the appointment, kindly confirm your acceptance by signing and returning the duplicate copy of this letter for our file and records.

Yours sincerely

Human Resource Manager

I agree to the appointment and accept the above terms and conditions of service.

Signature : .....

Name : .....

H.K.I.D. No. : .....

Date : .....