



PRIVATE & CONFIDENTIAL

14 July 2024

Ferry Ashwin Bin Saiful Nizam
No A-21-2, Casatria Apartment,
Jalan Persiaran Kewajipan,
47500 Subang Jaya, Selangor.

Dear Ferry Ashwin Bin Saiful Nizam :

OFFER OF EMPLOYMENT

We are pleased to offer you employment with AirAsia Berhad on the following terms and conditions:

Position	Cabin Crew I
Department	Cabin Crew
Employment Type	Fixed-Term Contract
Employment Period ("Employment Period")	Twenty four (24) months from 15 July 2024 ("Commencement Date") to 14 July 2026
Job Reporting	You will report to Manager, Cabin Crew or his/her designate
Base	Johor Bahru or any other location as required by the Company
Monthly Basic Salary	Ringgit Malaysia RM1,500.00 only
Allowance	Free Much Allowance: RM180.00 only Entitlement is subject to your Head of Department and/or Company's discretion. Please note that the allowance (if any) is subject to change at the discretion of the Company without the Company assigning you any reasons and this will be notified to you in writing.
Discretionary Bonus	In addition to your base salary, the Company may pay you a discretionary bonus. The discretionary bonus for a particular year, if any, will only be paid to an Allstar who has joined the Company before 2 October of that year.
Probation Period	Six (6) months , which shall commence on the date of your first flight duty (First Solo). The above may be extended if you have not demonstrated suitability and fitness for the appointment. Confirmation of appointment is through written confirmation only; without which your service remains under probation.
Termination of Employment	Before confirmation, fourteen (14) Days' written notice has to be given by yourself or the Company. After confirmation, three (3) months' written notice has to be given by yourself or the Company. The above does not apply if you are dismissed due to grounds of misconduct, poor performance, absent from work for more than 2 consecutive working days without prior leave, breach of contract , expiry of contract or frustration of contract.



Background Checks	This offer of employment is subject to you successfully passing any background check deemed fit by the Company. Should you commence employment before the completion of such a check and the result of the checks carried out show an unacceptable result, that shall become the basis for immediate termination of your employment with the Company. You may also be required to undergo additional background checks during your employment with the Company, as may be requested by the Company from time to time. Should the result of the background checks carried out show an unacceptable result, then that shall become the basis for immediate termination of your employment with the Company.
Medical Checks	This offer of employment is subject to you successfully passing any medical examinations as prescribed by the Company. Should you commence employment before the completion of such an examination and the result of the examination carried out show an unacceptable result, that shall become the basis for immediate termination of your employment with the Company. You may also be required to undergo additional medical examinations and tests during your employment with the Company, as may be requested by the Company from time to time. Whenever applicable and depending on the Position appointed to you, you shall also be subject to any requisite regulatory or governmental policy or regulation on medical examination in the course of your employment.
Transfers, Relocation & Assignments	You hereby consent to be transferred, relocated and reassigned to any other positions to Capital A Berhad (Co. No. 1244493-V) and/or to AirAsia X Berhad (Co. No. 734161-K) or its Related Corporation and/or Associate Corporation. For the purpose of this Offer of Employment, "Related Corporation" shall mean a corporation which is deemed to be related to each other pursuant to Section 7 of the Companies Act 2016; and "Associate Corporation" shall mean a corporation which is deemed to be associated with each other pursuant to Section 2 of the Financial Services Act 2013.
Duty Travel	You will travel as per Company's requirement.
Working Hours	Your working hours shall be as advised by the Company, and may be changed from time to time to accommodate the Company's business and operational requirements.
Training Agreement & Bond	On accepting this offer, you hereby acknowledge and agree that you may be required to undergo such training as may be required by the Company in order to perform your job. In consideration of the Company bearing the cost of the training, you shall remain in the Company's employment for a certain period of time ("Bonded Period"). You hereby agree to enter into a formal Training Agreement and Bond with the Company for this training. In the event that you tender resignation or your employment has been terminated by the Company for any reason during the Bonded Period, you shall be liable to pay the Company the agreed liquidated damages as stipulated in the Training Agreement and Bond.
Fitness	Upon confirmation by the registered medical practitioner, you agree to inform the Company immediately ("declaration") on the occurrence of the following events: 1. your pregnancy status (applicable for female employee only); and/or 2. you become unfit due to any other medical conditions including but not limited to mental health disorder. Failure to make such a declaration, may render you to be subjected to the disciplinary inquiry process.



Confidentiality	You irrevocably agree not to use or disclose, except to the extent your duties may require, any of the terms of this offer letter or Company's confidential information (whether or not conceived, originated, discovered, or developed by you) unless the Company consents in writing. You undertake and agree not to make any copy, reproduce or replicate any confidential information without the prior written approval of the Company; nor directly and/or indirectly distribute or communicate confidential information to any third party. You understand that this obligation shall remain binding and effective even after the expiry or termination of your employment with the Company. You shall not, without the prior written authority of the Company, make any announcement or make / give any statement or express any opinion or point of view, in or to the press, news channels, newspapers, news reporters, social media, webpages (including Facebook and Twitter), media at large or to any third party (whether directly or indirectly, formally or informally) regarding any information (including but not limited to confidential information) in respect of the Company, its affiliates, its shareholders or your employment with the Company. You further acknowledges that in the course of your employment you may be involved in the development or enhancement of technical information and processes collectively referred to as intellectual properties, whether directly or indirectly, individually or collectively with other employees and any other parties and whether during or after normal business hours and that at all times you do so as an employee of the Company and that ownership thereof shall remain with the Company or any of the companies within the Group. You agree to deliver to the Company, and not keep or deliver to any other person or entity, on the date your employment ends, or at any other time at the Company's request, all documents, Company assets and any other items in your possession pertaining to the business of the Company, including but not limited to, confidential information and Company assets. If any Company asset, document or other item pertaining to the business of the Company or originating with the Company comes into your possession after your employment ends, you will promptly deliver them to the Company. You may be required to sign a Non-Disclosure Agreement with the Company as an additional agreement as part of the terms of your employment contract with the Company.
Non-Solicitation	For a period of 24 months after the last day of your employment with the Company: (a) You shall not, directly or indirectly, seek to damage or injure the Company's reputation or to canvass, call on, solicit, procure, interfere with or endeavour to entice away from the Company any corporate customer to whom the Company provided services at any time during the 12 months preceding the last day of your employment with the Company, or any prospective corporate customer to whom the Company had made a presentation at any time during the 12 months preceding the last day of your employment with the Company; and (b) You shall not, directly or indirectly, hire, attempt to hire, solicit for consultancy or employment or encourage the departure of any employee of the Company or any individual who was employed by the Company at any time during the 12 months preceding the last day of your employment with the Company whether for yourself or for any other persons.
Documents	This offer of employment is subject to the Company receiving original/duly certified academic and employment certificates wherever applicable. In case a No Objection Certificate (NOC) is not produced from the previous Employer, the Company may require certified copies of such certificates for its keeping. You shall also provide to the Company for its records and keeping, self-attested copies of documents listed in the offer/email at the time of accepting this offer. Whenever applicable and depending on the Position appointed to you, you shall hold license/licenses duly issued in your name as prescribed by the Company and/or Regulators and/or any Government policy.
Other Terms	The terms and conditions of employment contained herein are not exhaustive since only the salient ones are highlighted. Other terms and conditions of employment are set out in the Employee's Handbook and other Company's policies. The Company reserves the right to add or alter or vary the terms and conditions of employment as and when the need arises.



Lapse of Offer	Please sign and return attached Acceptance of Offer with your original signature, to the Company no later than 15 July 2024, failing which this offer shall lapse. Should you fail to report for duty on the Commencement Date after accepting this offer of employment, the Company reserves its right to demand from you any loss suffered by the Company as a result of your non-reporting which constitutes a breach of the employment contract. The amount recoverable by the Company shall not be lesser than the salary equivalent to the notice period before confirmation as per stated on the Termination of Employment.
Severability	If any provision in this offer of employment is held to be invalid or unenforceable, in whole or in part, such provision shall be fully severable and this offer of employment shall be construed and enforced as if such invalid or unenforceable provision had never comprised a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance herefrom. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision as similar in terms to such invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intent of the parties.
No Discrimination	All forms of racism and discrimination are not acceptable or tolerated in this organisation. Should we find you guilty of such misconduct after due inquiry, action shall be taken against you which may include dismissal.

We look forward to having you as part of our team and believe that you will find this opportunity both challenging and rewarding.

Yours sincerely,
For and on behalf of
AirAsia Berhad

Zuzana Chomistekova
People and Department

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ACCEPTANCE OF OFFER

- I hereby confirm that I have read, understood and accepted the terms and conditions of the Offer of Employment letter dated 14 July 2024.
- I further agree to be governed by all the applicable rules, regulations and policies of the Company and /or Capital A Berhad.
- I declare that I have not been convicted of a criminal offence or been declared bankrupt in any country.
- I hereby acknowledge and consent to the collection, use and disclosure of my personal data by the Company for the following purposes:
 1. assessing and evaluating my suitability for employment in any current or prospective position within the Company; and
 2. verifying my identity and the accuracy of my personal data and other information provided.

I further agree that the consent that I have provided above will remain valid until such time it is withdrawn by me in writing.

- I hereby give my consent to the Company to access and process my medical information including disclosure of any medical records at any time during my employment from the medical practitioner treating me.
- I understand that this offer shall be void should my work permit application be denied by the Malaysian Immigration.
- I understand that, if any of the particulars, details or information which I have provided is proven untrue, I will be liable to summary dismissal.
- **This clause is applicable for female employee only*

I understand that I shall not become pregnant during my employment period with the Company. If I become pregnant, I shall immediately obtain a letter from a registered medical practitioner certifying that I am pregnant and submit the same to the Department and the People and Culture Department.

Employee Signature

14 July 2024

Date

Name : Ferry Ashwin bin Saiful Nizam

National ID / Passport No : 991019-14-6705

AirAsia Berhad (284669-W)

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