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As a boutique litigation and advisory firm, Silvester Legal LLC regularly handles disputes which could have been avoided had parties arranged their affairs and legal risks. This litigation is wasteful. Years of hard work can be lost if you do not have your agreements in order.

Silvester Legal LLC's Business Toolkit aims to provide assistance to start-ups looking for basic agreements.

For more sophisticated concerns or when in doubt, seek legal advice to customise an agreement that fulfils your requirements. Interested users may approach Silvester Legal LLC for affordable and cost-effective legal advice:

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## **TERMS OF USE AND DISCLAIMER**

By using this document or any part thereof, you agree to the following:

- This document is intended to be used as a guide to generally applicable terms and conditions. It should be altered to reflect any requirements that are specific to the parties and terms of their respective transaction.
- **THIS TEMPLATE IS PROVIDED FOR REFERENCE AND INFORMATION ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE.**
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## LETTER OF EMPLOYMENT

[Date]  
[Employee],  
[Employee's Address]

Dear [Employee],

Congratulations! [Company Name](UEN:\*\*\*\*\*)(the "Company") is pleased to offer you a job as a **[Job Description]**. We trust that your knowledge, skills and experience will be among our most valuable assets.

The company reviews its needs from time to time and based on your performance and qualifications, may re-assign your job responsibilities where your contributions would bring value.

Terms and conditions of the offer:

- (a) **Base Salary:** Will be paid in monthly installments of S\$[SALARY], which is equivalent to S\$[AMOUNT] on an annual basis, and subject to deductions for taxes and other withholdings as required by law.
- (b) **Performance Bonus:** You will also be eligible to receive an annual discretionary performance bonus. Any bonus paid will be at the discretion of the Board of Directors. The bonus will be contingent on the Company's overall performance and your personal goals being met. Specific individual goals shall be established at the end of your probation period. The company reserves the right to amend or withdraw the bonus, at its absolute discretion.
- (c) **Employment, Non-Compete and NDA Agreement:** You will treat all information about the Company and its clients and their business as wholly and strictly confidential. Except in the proper performance of your duties, you will not either during your employment or at any time afterwards make copies of or make use of or disclose or divulge to any person, firm, corporate or un-incorporated body trade secrets or any information of a confidential nature concerning the business or finances of the Company or of its clients or other persons having dealings with the Company which may come to your knowledge during the course of your employment.
- (d) **Medical Benefits:** The Company provides [INSURANCE] to regular full-time employees.

- (e) **Vacation Leave:** You may accrue [\*] days of leave on an annual basis for each year of service. You can carry over up to [\*] vacation leave days over to the following year, to be utilized by [DATE] of the following year.
- (f) **Sick Leaves (SL) & Hospitalisation Leave:** You are entitled to 14 days of paid outpatient non-hospitalization leave (SL) per year and 60 days of paid hospitalisation leave (inclusive of 14 days of outpatient SL) depending on the period of service. Refer to <http://www.mom.gov.sg/employment-practices/leave/sick-leave/eligibility-and-entitlement> for more details on the SL eligibility and entitlement.
- (g) **Family-friendly leaves:** You are entitled to all paid family-friendly leaves (including Maternity Leave, Paternity Leave, Child Care Leave, Extended Child Care Leave, Shared Parental Leave) and unpaid Infant Leave as per MOM requirements. Refer to <https://www.mom.gov.sg/employment-practices/leave> for more details on eligibility and entitlement.
- (h) **Probation and Training:** You will be on training and probation for a period of [\*] months (the “Probation Period”). During the Probation Period, the employment can be terminated within one (1) month’s notice both ways. The employer may also terminate with salary in lieu of notice.
- (i) **Termination, Resignation or Dismissal:** After the Probation Period, this Agreement may be terminated by the Company or a resignation by the employee with [\*] months’ notice. The Company may also terminate the employee for cause without notice.

Termination “for cause” shall be defined as a termination by the Company of the employment of the Employee occasioned by:

- i. failure to cure a willful breach, or the willful and continued neglect of a duty imposed on the Employee under this Employment Agreement.
- ii. acts by Employee of fraud, embezzlement, theft or other material dishonesty directed against the Company;
- iii. the Employee is formally charged with a crime other than a minor traffic offence;  
or
- iv. any condition which results from the Employee’s substantial dependence, on alcohol, any narcotic drug or other controlled or illegal substance.

- (j) If the Employee resigns for any reason or is terminated for cause, all salary, benefits and other payments shall cease at the time such resignation becomes effective. At the time of any such resignation, the Company shall pay the Employee the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee.
  
- (k) **Central Provident Fund (“CPF”)**: Both you and the Company shall make monthly contributions to your CPF account with the CPF at the prevailing statutory rates, if applicable.
  
- (l) **Approval of Work Pass Application**: All above terms and conditions are subjected to work permit approval by Ministry of Manpower, if applicable.

To accept this job offer, please sign and date this job offer letter where indicated below and reply us by [DATE].

We also expect that coming to work for the Company will not violate any Employment Agreement, Confidentiality Agreement, Covenant Not To Compete Agreement, or Shareholder Agreement with your former Employers. If you have signed any of these agreements with your former employers, we need you to provide us with a copy of each agreement.

We at the Company hope that you will accept this job offer and look forward to welcoming you aboard. Feel free to call us at [NUMBER] if you have questions or concerns.

Best Regards,

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[Director’s Name],  
Director,  
[Company]

**Acceptance of Job Offer**

By signing and dating this letter below, I, [Employee], accept this job offer by the Company.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*[The remainder of this page has been intentionally left blank]*