

3rd January 2018

Muhammad Amin bin Suhaimi
No 25, Jalan Elektronik U16/73,
Denai Alam, 40150 Shah Alam,
Selangor

Dear Mr Muhammad Amin

EMPLOYMENT CONTRACT FOR THE POSITION OF PHYSIOTHERAPIST ("Employment Contract")

We are pleased to offer to you Employment in ReGen Rehabilitation International ("RRI") on terms and conditions stipulated below. You are obliged to comply with other RRI Workplace Policies, Rules and Regulations as stipulated in detail in the Employee Handbook. Any changes to the following employment terms and conditions due to any reason whatsoever shall be informed in writing, which will supersede these original terms of employment.

This offer of employment is contingent to all pre-employment clearance made known to you including but not limited to pre-employment medical check-up and if you are found to be unfit to work by our appointed registered medical practitioner, this Employment Contract shall be deemed Null and Void with Immediate Effect.

1.0 NATURE OF SERVICE

This Employment Contract is subject to the following terms and conditions, funding availability, organizational needs following the nature of service rendered by RRI to its patient and contingent to the Ministry of Health requirements and decision on dissolution of RRI.

This Employment Contract is subject to the Minimal Retirement Age set by the Ministry of Human Resource of Malaysia for private sector, in which your employment shall then cease voluntarily.

2.0 POSITION, COMMENCEMENT DATE

The Employment shall commence duty with the RRI as **Physiotherapist** from **1st February 2018** subject to a probationary period up to Six (6) months' unless otherwise deemed necessary by the RRI.

3.0 REPORTING OFFICER

You will report to the **Physiotherapy Manager** and/or other assigned personnel as instructed by RRI.

4.0 BASIC SALARY

During your employment term, RRI shall pay to you the sum of **MYR3,800.00 (Malaysia Ringgit: Three Thousand Eight Hundred ONLY)** per calendar month ("Salary") on or before the 7th of the following calendar month ("Due

Date”), which is subject to mandatory contributions such as Income Tax, EPF and SOCSO, in accordance with the current Malaysia laws.

Payment of salary will be directly to your designated bank account.

Any increment in salary shall be informed in writing by RRI to your goodself.

5.0 SCOPE OF DUTY

Under the supervision of the Director of Therapy and/or any other assigned personnel, the Physiotherapist treats patients who are suffering from physical restraints and disabilities as result of illness, aging or other factors.

Their goal with patients is to promote and improve their health and wellbeing by working with the musculoskeletal, respiration and cardiovascular system physical, functional to rehabilitate patients back to health and educate them how to exercise safely and prevent future injuries.

For avoidance of conflict, this scope of duty shall be revised and amended from time to time to meet the most current and recent requirements of the position in line with the Organizational directions and needs. The aforementioned revision and amendment shall be made in writing to the Employee for Immediate compliance with no expectation of notice period whatsoever.

Standards of Performance

All ReGen Rehab employee will:

1. Demonstrate consistency with ReGen Rehab’s mission and values
2. Commit to fully comply to ReGen Rehab’s Standard professional code of conduct and Organizational Policies and Procedures
3. Work effectively with others to achieve outcomes
4. Contribute to a continuous learning environment
5. Consistently ensure high quality of service and performance
6. Promote change and innovation to ensure exceptional level of service and performance
7. Effectively drive for high quality results

All other relevant terms and conditions shall be as per stipulated in the Employment Contract, Code of Conduct and/or Employee Handbook.

Your duties, in support the Director of Therapy, shall be, inter alia, as follows:

A. Clinical

1. To be professional and legally responsible and accountable for all aspects of your own work including the management of patients in your care. To ensure a high standard of clinical care for the patients under your management.
2. To undertake the comprehensive assessment of patients, including those with a complex presentation, using investigative and analytical skills and to formulate individualized management and treatment plans, using clinical reasoning and utilizing a wide range of treatment skills and options to formulate a specialized programmed of care.
3. To interpret and analyze clinical and non-clinical facts to form accurate diagnosis and prognoses in a wide range of highly complex conditions, to recommend the best course of intervention and to develop comprehensive discharge note.

4. To accept clinical responsibility for a designated case load (KPI) of patients, and to organize this effectively and efficiently with regard to clinical priorities and use of time.
5. To demonstrate highly developed, coordination and sense for assessment and manual treatment of patients.
6. To regularly participate in working parties developing policies and service development changes.
7. To provide spontaneous and planned advice, teaching and instruction to relatives, and other professionals to provide understanding of the aims of physiotherapy treatment, and to ensure a consistent approach to patient care.
8. To train and supervise the performances of assistants and students.
9. To communicate effectively with patients and care taker to maximize rehabilitation potential and to ensure understanding of condition.
10. To protect patients and employees by adhering to infection-control policies and protocols.
11. To ensure the operation of equipment completing preventive maintenance requirement and following the manufacturer's instructions.

B. Professional

1. To maintain own clinical professional development (CPD) by keeping abreast of any new trends and development and incorporate them as necessary into your work.
2. To be an active member of in house training program by the attendance and delivering presentations and training sessions at staff meetings, training sessions in house and by attending external course and practicing reflective practice.
3. To communicate effectively and work collaboratively with all staff of ReGen Rehab to ensure delivery of a coordinated multidisciplinary service.
4. To demonstrate a sound understanding of clinical governance and risk management and apply to work station.
5. Completes discharge planning by consulting with health care team and contributing to patient care conferences.

C. Organizational

1. To be responsible for a designated area of work as agreed by Physiotherapy Manager and the plan and organize efficiently and effectively with regards to patient's management and use of time.
2. To decide priorities for own work area, balancing other patients related and professional demands, and ensure that these remain in accordance with those of the section as a whole.
3. To be responsible for equipment used in carrying out physiotherapy duties, and to adhere to departmental policy, including competence to use equipment and to ensure the safe of equipment by others through teaching, training and supervision of practice. Ensures operation of equipment by completing preventive maintenance requirement.
4. To maintain accurate, comprehensive and up to date documentation, in line with legal and departmental requirements, and communicate assessment and treatment results to the appropriate disciplines in the form of reports and letters.
5. To be actively involved in the monthly collection of appropriate data and statistics for the use of the department.
6. To be aware of Health and Safety aspects of your work and implement any policies which may be required to improve the safety of your work area, including your prompt recording and reporting of accidents to manager, and ensuring that equipment use is safe.
7. Complies with federal, state and local legal and certification requirements by studying existing and new legislation, anticipating future legislation, enforcing adherence to requirements, advising management on needed actions.
8. To undertake any other duties that might be considered appropriate by manager.

6.0 WORK SCHEDULE AND PUBLIC HOLIDAYS

Official administration working days and time are Monday to Saturday (8:00am to 5:00pm OR 9:00am to 6:00pm, with one (1) hour lunch break) unless otherwise expressed and approved by the CEO and/or the employee's Immediate Supervisor. However, Employees are also required to observe other working days and time in line with their work scope and the organization operational needs, which will be made known to the Employee for compliance.

Working Hours shall be of a minimum of forty-two (42) hours per week. Reduced working time may be provided on Saturday, subject to Immediate Supervisor's approval, but should not be earlier than 1:00pm.

Employees are expected to be at their work station and ready to start their duty on time.

You will be entitled to National and State Public Holidays as mandated by the Government of Malaysia, based on their office location. If such public holiday falls on a Rest Day Only, a substituted day shall be granted.

7.0 PROBATION

You are required to serve an initial probation period of Six (6) months, starting from the date of commencement of service stated in this Employment Contract.

During the probation period, you must demonstrate your capability and you will be assessed for your overall suitability for full-time employment, and probationary assessments and observations by the RRI shall include but not limited to areas of your skills, aptitude, attitude, ability or adaptability for the job and other relevant factors like behavior, conduct, cooperation, and responsibility will be considered.

Upon completion of the probationary period, you shall be informed in writing whether you have been confirmed in your employment with RRI. For avoidance of doubt, where confirmation of employment is not given in writing, it is deemed that the Probationer shall continue as Probationer.

When deemed necessary, the probationary period may be extended for an additional period up to maximum of three (3) months or less, as deemed necessary by the Immediate Supervisor.

During the probationary period and/or in any case where you are deemed proven to reach the act of poor performance and/or have committed misconduct, the organization reserves the right to terminate this Employment Contract by giving seven (7) days' notice or payment in lieu of a notice.

For voluntary separation initiated during this Probationary Period, you are required to give a minimum of Seven (7) days' notice of service or payment in lieu of notice to RRI, unless otherwise approved by the CEO.

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8.0 SEPARATION OF SERVICE

Full-Time employee, should you decide to voluntarily resign from the service of RRI, you are required to provide **Two (2) months' notice or payment in lieu of notice**, unless otherwise approved by the CEO.

As part of entering into this Employment Contract, you shall be required to reimburse RRI with the full amount or pro-rated accordingly based on the remaining duration of unserved Hiring bond/Training Agreement period at the point of resignation subject to the terms of the Bond/Training Agreement, unless otherwise agreed by the RRI.

9.0 ANNUAL AND SICK LEAVE BENEFITS

You shall be entitled to **sixteen (16) days** of Annual Leave based on calendar year and for any incomplete year of service such entitlement shall be pro-rated accordingly per actually full month of service for the respective entitlement year.

For accumulation of every five (5) years of service anniversary, you shall be granted for additional Two (2) annual leave days, with a maximum annual leave entitlement of no more than Thirty (30) days as your final entitlement.

You shall be entitled to paid Sick Leave per calendar year per stated in the Employee Handbook and where Hospitalization is, necessary and certified by a medical practitioner, you shall be entitled to up to a total of sixty (60) days of Sick Leave in aggregate.

All annual Leave and Sick leave application and utilization must be in accordance with the RRI relevant Leave(s) Policy as stated in the Employee Handbook.

10.0 OTHER TYPE OF LEAVE BENEFITS

You shall also be entitled to other type of paid and/or unpaid Leave as stipulated in the Employee Handbook, accordingly such as Bereavement, Maternity, Paternity, Unpaid, Natural Disaster/Special Leave, and other type where applicable.

All Leave application and utilization must be in accordance with the RRI relevant Leave(s) Policy as stated in the Employee Handbook.

11.0 HEALTHCARE BENEFITS

Full detail of the appointed Healthcare Benefits provider, as well as full terms and conditions of coverage can be obtained from the HR Department and/or as stipulated in the Employee Handbook. Depending on budget and service availability, coverage plans may be revised from time to time by RRI. You can opt out from this coverage by giving a written request and consent to RRI.

12.0 PERSONAL DATA PROTECTION NOTICE

By signing this agreement, you have agreed that you have read and understood the personal data protection notice of Company during your Job Application with the RRI via the Job Application Form regarding the processing (including the collection, use, disclosure, holding and storing) of your personal data, and you hereby consent to have Company process your personal information for the purposes and to the extent stated in the personal data protection notice set out in the aforementioned Job Application Form, and from hereon as stipulated in the Employee Handbook.

13.0 GENERAL UNDERTAKING

You will be required to observe and adhere to the following terms and conditions: -

- (i) At all times, faithfully and diligently perform such duties and accept such responsibilities, as may from time to time be assigned to you by RRI and at all times endeavor to promote and advance the interest of RRI.
- (ii) To obey and comply with all orders and directions given by RRI and faithfully to observe all the rules regulations procedures practices and arrangements, whether express or implied, of RRI for the time being in force.
- (iii) Not at any time during the continuance of employment hereunder to engage directly or indirectly in any other business or occupation whatever either as principal agent servant broker or otherwise or to engage in any activity to the detriment, whether direct or indirect, of RRI's interests.
- (iv) Not at any time to be guilty of any act or conduct causing or calculated to cause damage to RRI its property reputation or general interests and in all respects and at all times to conduct yourself with propriety and decorum.
- (iiv) Employees, who wish to write articles, blogs, letters to the editor or commentaries, post to social networking sites or conduct public presentations about their work, and identify themselves as Employees of RRI, may do so, provided they obtain approval of their respective Supervisors and the HR Department. RRI's blogging policy applies to personal blogs and all other personal web content of Employees. When Employees decide to go public with their opinions, they are legally responsible for their comments. Employees should be aware that individual bloggers can be held personally liable for any commentary deemed defamatory, obscene, proprietary, or libelous. This refers to Employee's personal social media including but not limited to Facebook, LinkedIn, Instagram, Tweeter, Snapchat, YouTube and others.

14.0 CONFIDENTIAL INFORMATION

You shall exercise due care and diligence in the discharge of your duties without causing detriment to the interest of the Company and shall not, except as authorized or required by your duties, reveal to any person or persons of the trade secrets, secret or confidential operations, processes or dealings or any information concerning the organization, business, finances, transactions or affairs of RRI during your employment.

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 which may cause loss either directly or indirectly to the Company or in any way benefit you.

You shall not divulge, disseminate or transfer any and all information related to RRI, RRI's database or any party related thereto to any party not authorized to receive such information.

In the event RRI suffers any loss due to your breach of this confidentiality clause, you shall indemnify RRI for such loss including, but not limited to RRI's legal cost of defending any breach of confidentiality claim or suit.

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15.0 PATENTS INVENTIONS AND DESIGNS

All inventions and registrable designs, connected with RRI's business, made by you while in the RRI's service shall be the property of RRI and you shall make full disclosure thereof exclusively to RRI and shall at no cost to RRI do all such things as may be necessary to enable RRI to obtain such letters patent of design registrations therefore as it may require.

16.0 EMPLOYEE HANDBOOK, CODE OF CONDUCT, AND OTHER EMPLOYMENT POLICIES AND PROCEDURES

You are required to adhere to all Organizational Policies as stipulated in the Employee Handbook, Code of Conduct, and/or any other means of verbal and/or written notices. By accepting this employment with RRI, you will be deemed to have accepted to fully comply to policies, rules and procedures as applying to your employment with RRI.

RRI reserves the right to amend, vary or substitute any of the policies, rules and procedures as applying to your employment from time to time as it considers necessary with and/or without prior notice as deemed necessary and appropriate by the RRI.

17.0 SPECIAL PROVISIONS/CONSIDERATIONS

You and RRI may enter into and attach hereto as an Addendum to this Employment Contract any special provisions and/or considerations which shall by mutual consent be incorporated into and made part of this Employment Contract from time to time.

18.0 GOVERNING LAW OR JURISDICTION

This Employment Contract shall be governed by and construed in all respects in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the jurisdiction of the Courts of Malaysia.

19.0 ENTIRE AGREEMENT

This Employment Contract takes effect in substitution for all previous discussion, agreements, contracts and arrangements whether written or oral or implied between you and RRI.

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20.0 ACCEPTANCE OF OFFER

RRI invites you to sign and return the duplicate copy of this Employment Contract, indicating your understanding and acceptance of this offer of employment. RRI wishes you every success in your career with RRI.

This offer is valid for seven (7) business days from the date hereof. If no acceptance through the aforementioned means is received within the time stipulated, this offer shall lapse and shall no longer have any effect.

Yours sincerely,



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SUE LEE
Chief Executive Officer
ReGen Rehabilitation International

ACKNOWLEDGEMENT

I _____ understand and accept the terms and conditions contained in this Employment Contract and Employee Handbook and confirm that I will be able to commence work on _____.

I agree that if I do not commence my duties without reasonable reason and/or prior notice to RRI as agreed upon, this employment shall be immediately terminated on the agreed commencement date and where deemed necessary, RRI shall be entitled to proceed with any actions to recover any loss or expense incurred in my recruitment and for the cost of finding a replacement for the position which I have accepted.

Signature :

NRIC No :

Date :