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NEWMEDIC TCM & PHYSIOTHERAPY SDN. BHD.

No.2, GF Lorong Teng Chin Hua 1, 96000 Sibu, Sarawak,

Tel: 011-2600 6246

Email: newmedic2024@gmail.com

Contract of Employment

This contract, dated on 1st August 2024, is made between NewMedic TCM & PHYSIOTHERAPY SDN BHD and Billy Presly Kalimen (951104135967) of Sibu, Sarawak.

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

Dear Mr Billy Presly Kalimen

Re: Contract of Employment

We take great pleasure in offering you the position of *Physiotherapist* with us at **NEWMEDIC TCM & PHYSIOTHERAPY SDN BHD** where we hope you will enjoy your role and make a significant contribution in serving the company and community. Within the 2 years of bonding, you are required to carry out the duties and responsibilities faithfully and to the best of your abilities. You shall comply with all company policies, rules and procedures at all times.

Commencement Date

Your Employment will commence on 1st August 2024.

Location

No.2, Ground Floor, Lorong Teng Chin Hua 1, 96000 Sibu, Sarawak.

Position

Junior Physiotherapist – Direct reporting to Chief Physiotherapist, Ms Esther.
You will be required to provide both in our center and home Physiotherapy services. The roles and responsibilities of this position will be described separately in an attached Position Description.

Hours of Work

Our general business hours are between **9 am to 6 pm with 1.5 hours of break in between from Tuesday to Sunday**. It is expected that you will work 5.5 days per week (with shift system), average of 45 hours per week. ***You are not allowed to work as a part-timer whose job description is similar to your position at NEWMEDIC TCM & PHYSIOTHERAPY SDN BHD..***

Remuneration

Your salary is at the rate of **RM 1,500.00**

- Payment
 - Your salary will be paid monthly prior to 5th of every month.
 - In accordance to current position, you are eligible to earn 5% of commission by achieving monthly target of RM 10,000
- EPF contribution
 - Will pay according to employment acts
- Socso contribution
 - Will pay according to employment acts
- EIS contribution
 - Will pay according to employment acts

Leave Entitlements

- Annual Leave
 - You are entitled to 10 days Annual Leave (AL) for the first year of employment. AL increment and AL loading is applicable under this contract. Please refer to HR for details.

- Medical leave/Sick Leave
 - You will be entitled 10 days of pay medical leave with valid certificate issued by registered Medical Practitioner.
- Hospitalization Leave
 - You will be entitled 30 days pay Hospitalization leave with valid certificate issued by registered Medical Practitioner.

Other Benefits

You have the right to participate in any benefits plans offered by the Employer (may be varied from time to time). The employer currently offers

- **Yearly License Renewal**
- **Full attendance allowance**
- **Traveling Allowance**
- **Free internal training**
- **External training opportunity**
- **Bonus**

Yearly salary increment and position promotion is applicable under this contract, in accordance to personal professional performance and contribution to the company. Employee with extinct performance and good teamwork will have the opportunity to be promoted as **Partner Physio** in 4-5 years or shorter.

NEWMEDIC TCM & PHYSIOTHERAPY SDN BHD will reimburse to you all reasonable, pre-approved expenses incurred by you in the course of your duties with NEWMEDIC TCM & PHYSIOTHERAPY SDN BHD on the production of legitimate tax receipts, vouchers or proof of payment as per the Company expenses Policy, which may be varied from time to time.

Termination

You must not terminate this Contract less than 2 years with a valid date till **31st August 2026**.

- If you are in breach of this contract, the basic salary of the month, commission and accumulated bonus will be waived. Besides, you are required to make payment of RM 4500 to NewMedic company as compensation.

- Following the termination of employment, you will be required to return all company property.
- You agree to not open institutions of same nature within a radius of 5km from the company upon termination.
- You must not record confidential information in any form as well as solicit business from Employer's clients.

The company may terminate your employment at any time if you are severely under-performing, by giving two (2) months notice of termination or by the company making a payment of two (2) months in lieu of notice.

The company may terminate your employment at any time without notice if:

- You are guilty of serious misconduct (defined as breach of any employment related law or policies published by the company from time to time)
- You are in material breach of a provision of this contract, including confidentiality undertakings
- A court finds you guilty of a criminal offense
- Bankruptcy

Privacy

You are required to observe and uphold all of the company's privacy policy and procedures as implemented or varied from time to time.

Confidentiality of Information

All information as it relates to the status of employment is confidential and may not be shared with other employees. This includes, but is not limited to salary, bonuses and other types of compensation. It is a violation of policy to obtain, possess, and/or distribute confidential personnel information.

Disregard or failure to comply could lead to disciplinary action, including termination. Any employee aware of the possession or distribution of such information should notify The Management as soon as they become aware of the situation. Withholding such knowledge is also considered a violation of the policy.

Entirety

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

Billy Presly Kalimen, we would like to take this opportunity to welcome you to NewMedic TCM & Physiotherapy Sdn Bhd and wish you a long and rewarding career with us.

Your sincerely,




Mr. Sia Zhao Jung
Director
NewMedic TCM & Physiotherapy Sdn Bhd

NEWMEDIC TCM & PHYSIOTHERAPY SDN. BHD.
(202401010320 (1556170D))



Ms. Esther Wong En En
Director
NewMedic TCM & Physiotherapy Sdn Bhd

I, *Billy Presly Kalimen*, accept the terms and conditions of this contract.

Signed: 

Dated: 02nd August 2024