HALLMARK PORCELAIN SDN BHD (679228-V)
LOT 5071, BATU 5½, JALAN MERU, 41050 KLANG,
SELANGOR, MALAYSIA.
TEL : +603 - 3392 8678 FAX : +603 - 3392 9678

CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT is made on this day 7th June 2022 between HALLMARK PORCELAIN SDN BHD (hereinafter referred to as "the Employer") of the one part and Mr./Ms. bearer of Passport No. (hereinafter referred, to as "the Worker") of the other part.

Whereas, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia; and

Whereas, the Worker desires to be employed by the Employer subject to the laws, rules, regulations, national policies and directives in Malaysia;

Therefore,

IT IS HEREBY AGREED as follows:

1. **Duration of this Contract of Employment**
   The duration of this Contract of Employment shall be for a period of two (2) years commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Occupation
   The Worker shall be employed as factory worker in manufacturing sector.

3. Wages
   3.1 The Worker shall receive a basic wage of RM (excluding allowances and overtime). This basic wage shall comply with the national minimum wage of Malaysia.

   Allowance:

   a) Attendance : = *RM*
   b) Food : = *RM*
   c) Transport : = *RM*
   d) Shift : = *RM*
   e) Overtime (as per Government rule) = *RM*
   f) Any other ..... = *RM*

   Total = *RM*

   3.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.

   3.3 The monthly wages shall be paid to a bank account of the Worker.

3.4 As stipulated in the Regulation 9 of the Employment Regulations 1957 [P.U.(A) 333/83] of Malaysia, every employer shall furnish to every worker employed by him in a separate statement or card the particulars relating to details of wages and other allowances earned during each wage period.

4. **Working Hours**

Normal working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

5. **Overtime**

In the event the Worker, upon the request by the Employer, agrees to work in excess of his/her normal eight (8) hours of work, the Worker shall be paid in accordance with the labour laws in Malaysia.

Overtime	
on normal days	: salary x 1.5
on Sundays / rest days	: salary x 2.0
on Public Holidays	: salary x 3.0

6. **Rest Day**

6.1 The Worker shall be entitled to weekly rest day (one day in a week) in accordance with the labour laws of Malaysia.

6.2 In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Malaysia.

7. **Public Holiday**

7.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

The employee shall be entitled to be paid holiday for a total of 11 Public holidays in any one year of service that must include the following four days:

1. the National day
2. the birthday of the Yang di-Pertuan Agong
3. the birthday of the Ruler of the State as the case may be and / or the Federal Territory day where the employee is working in such an area.
4. Labour day
5. Malaysia day
6. and another more days from:-

Chinese New Year	-	2 days
Hari Raya Puasa	-	2 days
Deepawali	-	1 day
Christmas day	-	1 day

7.2 In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia.

8. **Leave**

8.1 The worker shall be entitled to paid annual leave in accordance with the labour laws in Malaysia.

Annual leave :

Annual leave of 8 days for the first two years of service; for period of service between two to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee would qualify for 16 days of leave.

8.2 The Employer upon application from the Worker may grant 15 days leave in case of death of close family member (Parents, Spouse and Children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the said Worker.

9. **Levy**

The payment of levy shall be borne by the Employer.

10. **Medical and Accident Insurance**

The Worker may be insured under the current Foreign Workmen Compensation (Insurance) Scheme (FWCS) under the Workmen's Compensation Act 1952 [Act 273] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

11. **Deductions**

The Employer is entitled to make deduction for not more than 50 percent (50%) in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws of Malaysia.

12. **Accommodation**

12.1 The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.

12.2 The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM 50 per month or any approved amount for the purpose of providing such accommodation as stipulated under Section 24(4)(c) of The Employment Act 1955 of Malaysia.

13. **Sick Leave**

The Worker shall be entitled to paid sick leave and paid hospitalization leave in accordance with the labour laws of Malaysia.

Sick leave (without hospitalisation):
14 days for each year of service for service less than two years; and 18 days for services between two to five years; and 22 days annually for services exceeding five years.

And in case of hospitalisation, the employee qualifies for 60 days leave in each calendar year.

14. **Renewal of Worker's Visit Pass (Temporary Employment)**

14.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer. The cost of levy will be as per Paragraph 9 of the Contract of Employment.

14.2 Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.

15. Air Passage

The travelling expenses from Nepal to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Nepal shall be borne by the Employer upon completion of this Contract of Employment.

16. Repatriation

16.1 The repatriation cost of the Worker from their place of work to their original exit point in Nepal shall be borne by the Employer under the following circumstances:

(i) At the completion of this Contract of Employment;

(ii) Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker;

(iii) Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer;

16.2 The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in clause 16.1.

16.3 The term "original exit point" in this Contract of Employment shall mean any international airport in Nepal.

17. Repatriation in the case of death of the Worker

17.1 In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.

17.2 If the funeral takes place in Malaysia with the consent of the family of the deceased, the employer shall be responsible for the costs of the funeral and repatriation of the remains.

17.3 The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

18. Termination

18.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Nepal for the Worker.

18.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall bear the cost of airfare to Nepal.

19. Restrictions

19.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

19.2 The Worker shall not change employment during the period of this Contract of Employment and shall not carry out or do other business.

19.3 If the Worker is found by the competent authority concerned engaged in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

20. **Safekeeping of the Passport**

20.1 The Employer shall not keep the passport of the Worker in his custody.

20.2 The Passport of the Worker shall be in his/her custody at all times. In the event the passport is lost or damaged while in the possession of the Worker, the Worker shall bear all related costs for the replacement of his/her passport.

20.3 The Worker shall submit the passport to the Employer for the following purposes:

(i) medical screenings;
(ii) application of Visit Pass (Temporary Employment);
(iii) application of Foreign Workers Identity Card; and
(iv) renewal of Visit Pass (Temporary Employment).

20.4 The passport shall be returned to the Worker upon completion of these purposes.

20.5 In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above-mentioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

21. **Outstanding Wages**

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Worker subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

22. **Amendment**

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favorable to the Worker subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

23. **Time is of the Essence**

Time whenever mentioned shall be of the essence of this Contract of Employment.

24. **Interpretation**

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

25. **Laws**

This Contract of Employment shall be subjected to the laws of Malaysia.

26. **Succession**

This Contract of Employment shall be binding on the successor in title, assignee, personnel or representatives of the parties hereto.

27. **Language of this Contract of Employment**

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Nepali and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF the Parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

Employer's Signature,

PORCELAI

Name :
NRIC No. :
Address :

Signature of Witness from Employer,

Name :
Address :
Date :

Worker's Signature,

Name :
Passport No. :
Emergency Contact No. :
(of dependant)

Signature of Witness from Worker

Name :
Address :
Date :

Attested by :
Embassy of Nepal
Wisma Paradise (Level 1, 2, 3 And 9)
No. 63 Jalan Ampang
50450 Kuala Lumpur, Malaysia.
नेपाली राजदूतावासको सम्पर्क नम्बर: +60 3 2020 1898/1899 +60320201901 Mobile: +60 162472777
ईमेल: eonkualalumpur@mofa.gov.np

EMBASSY OF NEPAL
KUALA LUMPUR

Attested by:
Counsellor (Labour)
EMBASSY OF NEPAL
Wisma Paradise,
No. 63, Jalan Ampang,
50450 Kuala Lumpur.
Ref No.NP/KL/

रोजगार करारनामा

यो रोजगारी कवुलियतमा मिति २०७९/ / का दिन **हलमार्क पोरसिलिन एस डि एन बि एच डि** (यहाँ मालिक भनिएको) ग्रोथ प्रोसेस इन्टरनेशनल इम्प्लोइमेन्ट प्रा. ली.(इजाजत नं. ५१८/०६१/०६२) र यहाँ License Recruiting Agency भनिएको) हामी दुवै पक्ष यहा तल उल्लेखित कुराहरुमा पुर्ण रुपमा उत्तर दायी छौ ।

कामदारको नाम.. ..... पासर्पोट नं..... हामी दुवै पक्ष यहा तल उल्लेखित कुराहरुमा पुर्णरुपले बाँधिने छौ ।

करारका आधारभूत मापदण्डहरु:-

१) कामदारको काम र तह

२. कामको ब्याख्या :- सामान्य कामदार

३. वेसिक महिनाको तलव RM = RM

a) भत्ता =
b) हाजिरी =
c) खाना =
d) यातायात =
e) सिफट =
f) ओभरटाइम = RM
g) अन्य = RM

जम्मा = /-RM

४) करारको अवधी २ वर्ष

५) टिकेट दुबैतर्फि कम्पनिले

६) आवास = कम्पनीले

७) खाना = खाना वनाउने समान कम्पनीले दिने र कामदार आफैले बनाएर खाने

८) काम गर्ने दिन र घण्टा = ६ दिन ८ घण्टा

९)ओभरटाइम = नर्मल दिनमा x १.५RM/-

आइतवार वा आरामको दिनमा = x २.० RM /-

सार्वजनिक दिनमा = x ३.० RM /-

१०) विदा = मलेशिया सरकारको नियम अनुसार

११) औषधि उपचार = कम्पनीले
१२) मेडिकल = कम्पनीले
१३) विमा = मलेशिया सरकारको नियम अनुसार
१४) मृत्यू भएमा = कम्पनीको खर्चमा लाश झिकाइ कामदारको परिवारलाइ दिइने छ ।
१५) सरकारी लेवि = मलेशिया सरकारको नियम अनुसार
१६) उमेर १८ देखि ४५ सम्म
१७) कामदारहरुको संचय कोष हुने छैन
१८) प्रतिवन्ध गरिएका कुराहरु = मलेशिया सरकारको नियम अनुसार
१९) निषेधित कार्यहरु :-

क) कामदारले मलेशियन नागरिकसंग विवाह गर्न, कुनै राजनैतिक तथा ट्रेड युनियनसंग सम्वन्धित कार्य गर्न निसषेध गरिएको छ ।
ख) रोजगारदाता परिवर्तन तथा अन्य व्यवसाय गर्न निषेध गरिएको छ ।
ग) सामाजिक व्यवधान तथा अन्य गैर कानुनी काममा संलग्न हुने छैन ।
घ) कामदारले कुनै पनि सभा, सम्मेलन संचालन र उपस्थिती गर्न पाउने छैन ।
यदि कामदारले उपरोक्त बमोजिम कारवाहि गरेको भेटिएमा तुरुन्त कामदारको खर्चमा नेपाल फिर्ता पठाउनेछ ।
२०) करारनामा भंग :
क) बुँदा १९ मा उल्लेखित तथा अन्य मलेशियन कानुनको उल्लंखन गरेमा ।
ख) मलेशियन अधिकारवाट कामदार अनुमति कुनै पनि कारणले रद्ध गरेमा ।
ग) यदि कामदार २ कार्यदिनसम्म कुनै उचित कारण बिना अनुपस्थित भएमा ।
घ) कामदार पहिलो नियुक्तिको समयमा मलेशियन कानुनले तोकिए भन्दा कम उमेरको भएमा ।
ङ) कामदार मेडिकल अनफिट भएमा ।
२१) अन्य :
क) कामदारले करार अवधि समाप्त हुनु पूर्व कुनै पनि कारणले नेपाल फर्कन चाहेमा कम्पनीलाई क्षतिपूर्ती तिर्नु पर्ने छ ।
ख) बैंक खाता खोल्न लाग्ने खर्च कामदारले व्यहोर्नु पर्ने छ ।
यस करारनामामा उल्लेख नगरिएका सेवा तथा शर्तहरु मलेशियन कानुन अनुसार लागु हुने छन् ।
२२) वचनवद्धता = मालिक र कामदारले यो राम्ररी पठि वुझेका छौ र यिनै कुराहरुमा हामी दुवै पक्ष वचनवद्ध रही दुवै पक्षले यो कवुलियती नामामा सहि छाप गरेका छौ ।

कम्पनिको तर्फवाट

कामदारको सहि