

GENERAL TERMS AND CONDITIONS FOR RETURNING EXPERT PROGRAMME

1. INTRODUCTION

- 1.1. Returning Expert Programme (“**REP**”) was initiated under Ministry of Human Resources, Malaysia (“**MOHR**”) in 2001. In 2011, the REP was placed under the purview of **Talent Corporation Malaysia Berhad** (Company No.: 201001035653 (919577-H)) (“**Talent Corporation**”) by MOHR and has since continued to operate as such.
- 1.2. The main purpose of the REP is to encourage Malaysian professionals abroad to bring home their experiences, skill sets and knowledge, gained from their time abroad to help create a world-class workforce in Malaysia. This will support the nation’s plans (defined as Rancangan Malaysia Kedua-Belas or RMKe-12) to rejuvenate socioeconomic development for sustainability and prosperity.
- 1.3. The objectives of the REP are summarised as follows:
 - (a) to facilitate qualified Malaysian experts living and working abroad to return and contribute back to the nation;
 - (b) to encourage brain circulation via partnership and collaborative projects with Malaysian diaspora abroad; and
 - (c) to fill up the current demand talent for highly skilled professionals in Malaysia
- 1.4. World Bank through its report on the effectiveness of the REP in June 2015 had found that REP is a successful programme in attracting the skill sets required by Malaysia.

2. GENERAL TERMS AND CONDITIONS OF REP

- 2.1. These general terms and conditions shall constitute entire agreement between Talent Corporation and applicant (“**Applicant**”) for the purpose of the REP (“**General Terms and Conditions**”). By applying for the REP, the Applicant hereby agrees and undertakes with Talent Corporation to be bound by this General Terms and Conditions.

3. RETURNING EXPERT PROGRAMME

3.1. Incentives

- (a) The Government of Malaysia has provided several incentives for any approved application made by the Applicant for the REP subject to fulfilment of various criteria and/or requirement imposed by the Government of Malaysia for the REP by the Applicant (“**Incentives**”).
- (b) The Incentives offered under the REP can only be utilized once (one (1) time only) by the approved Applicant and activated within **two (2) years** from the date as stipulated in the Approval Letter (as defined under paragraph 5.3 of this General Terms and Conditions). The Approval Letter can be issued by Talent Corporation, via email or other communication means as to be determined by Talent Corporation from time to time, to the approved Applicant (“**Utilization Period**”).
- (c) The Incentives that can be utilized by the approved Applicant are as follows:
 - (i) 15% flat tax rate on chargeable employment income.
 - (1) The approved Applicant can decide whether to opt in / opt out for fifteen per centum (15%) flat tax rate on employment income for a period of five (5) years continuously.
 - (2) In the event the approved Applicant opts out of the fifteen per centum (15%) flat tax rate on employment income, the incentive will be rescinded and will no longer be applicable in the future. In the event the approved Applicant accepts the incentive, the option will remain for the next five (5) years, regardless of the future income of the approved Applicant.
 - (ii) Tax exemption in respect to all personal effect brought into Malaysia by the approved Applicant.
 - (1) The approved Applicant shall be eligible for tax exemption in respect to all personal effects brought into Malaysia.

- (2) For avoidance of doubt, the above incentive in respect of tax exemption for personal effects, is subjected to a maximum of one (1) shipment only and does not include any motorised vehicles (e.g., previously owned vehicle(s)).
- (iii) Exemption on import duty and excise duty for the purchase of completely built-up vehicle (“**CBU**”) or excise duty exemption for the purchase of locally manufactured completely knocked down vehicle (“**CKD**”).
 - (1) The approved Applicant shall be eligible for exemption on import duty and excise duty for the purchase of a maximum of one (1) CBU vehicle **OR** excise duty exemption for the purchase of a maximum of one (1) locally manufactured CKD vehicle, subject to the total duty exemption limited up to **Ringgit Malaysia One Hundred Thousand (RM100,000.00)** only.
 - (2) The approved Applicant is required to remain in possession of the purchased tax-free CKD vehicle for a minimum period of two (2) years before such vehicle is allowed to be sold. In the event the approved Applicant intends to sell the vehicle after such period, then the approved Applicant is required to obtain prior approval from Ministry of Finance and pay the remaining duties and/or taxes to the Royal Malaysian Customs Department prior to such sale.
- (iv) Permanent resident status for foreign spouse and children.
 - (1) The foreign spouse and children of the approved Applicant may be eligible for permanent resident (“**PR**”) status within **one (1) year** upon receipt of their complete application form for PR by Immigration Department of Malaysia and subject to approval and at the discretion of the Immigration Department of Malaysia. This PR status is only applicable for Peninsular Malaysia.
- (d) For avoidance of doubt, the approved Applicant may only utilize any of the Incentives as stipulated above subject to the following terms:
 - (i) upon the return of the approved Applicant to Malaysia;

- (ii) upon securing employment by the approved Applicant with companies and/or corporation in Malaysia (advisable for the approved Applicant to secure the approved Applicant's employment with companies and/or corporation in Malaysia prior to returning to Malaysia). Such employment in Malaysia must be for a job role in a field that is in tandem to the job role when applying for the REP.
- (iii) upon issuance of SATK (as defined under paragraph 5.6 of this General Terms and Conditions); and
- (iv) subject to paragraphs (i) and (ii) above, to be utilized by the approved Applicant within the Utilization Period failing which the incentives shall be rescinded.

4. MANDATORY ELIGIBILITY CRITERIA TO BE MET BY THE APPLICANT

4.1. The Applicant in respect of the REP shall comply and/or fulfil criteria and/or requirements as describe below:

- (a) the Applicant must be a Malaysian citizen;
- (b) the Applicant is currently residing abroad and has been employed abroad (outside Malaysia) continuously for a minimum of three (3) years at the time of REP application;
- (c) the Applicant must **not have generated any income in Malaysia** for a period of **thirty-six (36) months prior to the application date** made by the Applicant;
- (d) the Applicant shall ensure that the REP application is made prior to returning to Malaysia;
- (e) the Applicant does not hold any **outstanding** scholarship bond or loan with Government of Malaysia and/or its agencies and/or institutions; and
- (f) the Applicant is under no obligation to return to Malaysia (if returning from the same company).

- 4.2. For clarification, the Applicant shall not be approved under the REP in the event the Applicant's employment in Malaysia is due to a transfer made by the Applicant's foreign employer abroad to its subsidiary and/or related company or corporation in Malaysia or such Applicant still remains as an 'employee' for the foreign employer abroad.

5. APPLICATION BY THE APPLICANT

- 5.1. The Applicant shall register and complete application form ("**Application Form**") for the REP which can be accessed by the Applicant at <https://app.talentcorp.com.my/rep/index.php> ("**Application Link**").
- 5.2. Once the application made by the Applicant is deemed to be a complete application (upon completion of submission by the Applicant of all related information and/or supporting documents to Talent Corporation for the purpose of the application), the Applicant will receive a notification from Talent Corporation through Returning Expert Programme system ("**REP system**"). The list of information and/or supporting documents that are required by Talent Corporation from the Applicant for the purpose of the application are as described under **Appendix 1** of this General Terms and Conditions.
- 5.3. The processing period for the application shall be a period of **forty-five (45) working days** from the date the Applicant receives a notification email from Talent Corporation for the application, through the REP system-("**Processing Period**"). The Applicant is however aware that the Processing Period may be extended without prior notice to the Applicant as the processing exercise is conducted by Talent Corporation together with relevant government agencies and/or authorities.
- 5.4. The complete application shall be tabled to an 'REP Evaluation Committee' ("**the Committee**") whereby the Committee shall serve as a recommending body to review and evaluate all complete applications under the REP. Applicant who is deemed as having the expertise and who has fulfilled the REP criteria will be recommended by the Committee for an approval.
- 5.5. Upon approval, Talent Corporation, acting as secretariat for the Committee, shall issue approval letter to the approved Applicant, via email or other communication means as determined by Talent Corporation ("**Approval Letter**"). For avoidance of doubt, MOF reserves the absolute right to reject an application at any time after approval has been recommended or upon issuance

of the Approval Letter by Talent Corporation to the approved Applicant, in the event the application has been misrepresented/falsified in any way.

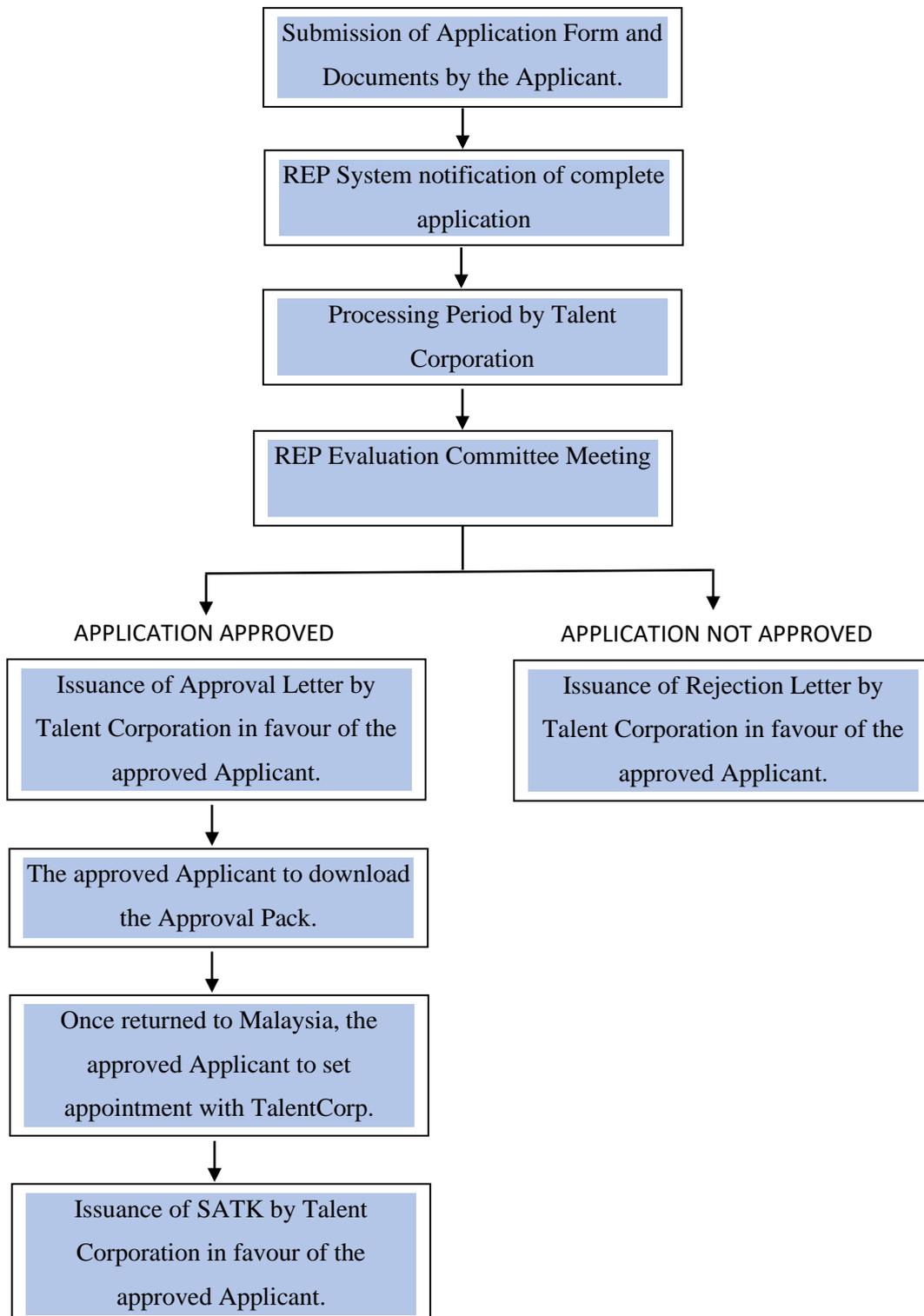
- 5.6. In the event the application made by the Applicant is not approved, then Talent Corporation, acting as secretariat for the Committee, shall issue non-approval letter to the Applicant via email or other communication means as determined by Talent Corporation from time to time (“**Non-Approval Letter**”).
- 5.7. Pursuant to paragraph 5.4 above, upon receipt of the Approval Letter by the approved Applicant from Talent Corporation, the approved Applicant shall download ‘approval pack’ which shall be provided by Talent Corporation to the approved Applicant via email or other communication means as determined by Talent Corporation from time to time (“**Approval Pack**”).
- 5.8. The approved Applicant then shall set an online appointment with Talent Corporation, acting as secretariat for the Committee, which will be scheduled via REP system which is located at <https://app.talentcorp.com.my/rep> for the issuance of ‘*Surat Akuan Tarikh Kembali*’ (“**SATK**”) by Talent Corporation to the approved Applicant. Prior to the issuance of the SATK by Talent Corporation to the approved Applicant, the Applicant shall provide the following documents to Talent Corporation for confirmation purposes:
 - (a) a copy of the Applicant’s employment contract in Malaysia OR a confirmation of employment letter from human resource department of the approved Applicant’s employer in Malaysia to confirm on the details as provided below:
 - (i) that the employment is a full-time position and in the same area of expertise;
 - (ii) that the employer is validly existing, registered and incorporated in Malaysia;
 - (iii) that the salary is paid in Malaysian Ringgit (MYR) and such salary shall be subjected to relevant statutory contribution and/or deduction in Malaysia (income tax, Employee Provident Fund and Social Security Organization);
 - (iv) that the employment is for permanent position and if the employment is on contract basis, the approved Applicant shall provide reasons and/or clarifications to Talent Corporation;

- (v) that the approved Applicant is under no obligation to return to Malaysia (if returning from the same company); and/or
 - (vi) that the employment contract is a valid and binding contract, executed by the representative of the employer in Malaysia with the approved Applicant.
- (b) a copy of the approved Applicant's purchased flight itinerary / e-tickets to return to Malaysia, boarding pass returning from country of origin at abroad to Malaysia (including full date of the approved Applicant's travel (DD/MM/YY);
 - (c) a copy of the approved Applicant's original academic certificates (certified by commissioner of oath) *and in the event the approved Applicant does not have the certified academic certificates, the Applicant may forward the academic certificates verified by the approved Applicant's employer via email (to copy Talent Corporation in the email);
 - (d) a copy of the approved Applicant's original Malaysia valid passport; and
 - (e) a copy of the approved Applicant's last exit and entry stamp from the approved Applicant's passport for Talent Corporation's records.

5.9. Upon issuance of SATK by Talent Corporation in favour of the approved Applicant via email or other communication means as determined by Talent Corporation, the approved Applicant may utilize any of the Incentives by using the SATK as supporting document during the Utilization Period.

5.10. Please be informed that the commencement date of the Applicant's employment in Malaysia must be after the date of REP application made by the Applicant.

5.11. The summary of the above processes is stipulated in the process flow below:



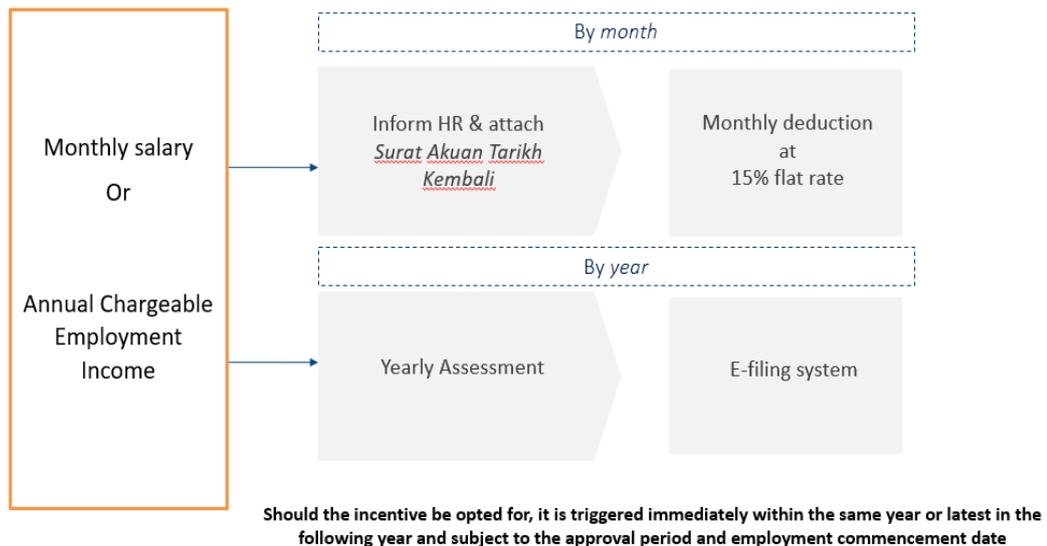
6. APPEAL STAGE

- 6.1. In the event the application made by the Applicant is not approved, then Applicant is allowed to appeal such decision within **60 days** from the date of the Non-Approval Letter, failing which the Applicant is required to re-apply for the REP should the Applicant still be interested in applying for the incentives under the REP.

7. CLAIMING PROCEDURES FOR THE INCENTIVES

- 7.1. Subject to obtaining of SATK by the approved Applicant, the following are procedures to be taken by the approved Applicant to claim any of the Incentives within the Utilization Period:

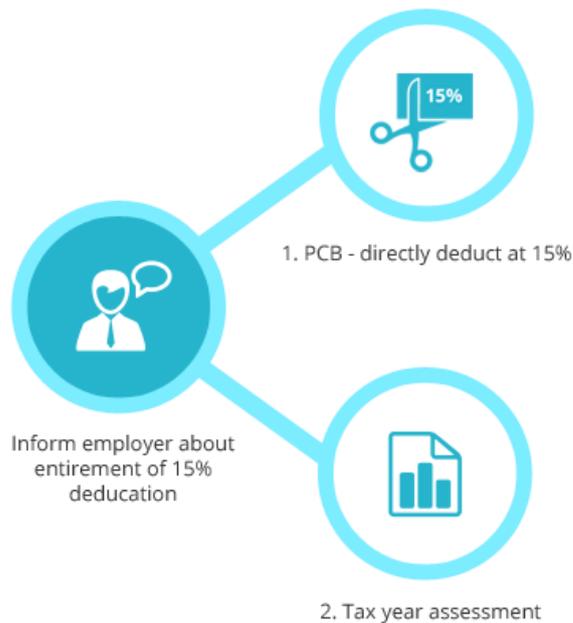
- (a) 15% flat tax rate on chargeable employment income.



- (i) Notes:

- (1) PCB will be deducted at 15% by the employer before the REP expiry date;
- (2) 15% will be taxed from annual chargeable income after submission of tax return; and
- (3) If there is any surplus paid to IRB, the amount will be refunded to Applicant.

Agency	Inland Revenue Board (IRB)
Purpose	To exercise the 15% deduction on employment income
Related documents	EA Form



(b) Tax exemption in respect to all personal effects brought into Malaysia by the approved Applicant.

Approved applicants may ship their personal belongings upon return.

Once employment is secured and *SATK* obtained, applicants may proceed to claim for this incentive (applies only for the **first** shipment)

Note:

It is advised to wait until the *SATK* is obtained before arranging for shipment as the incentive can only be exercised upon receipt of the letter

Provide a copy of the *Surat Aduan Tarikh Kembali* to the shipping agent who will proceed to claim the tax-free personal effect on behalf of the applicant

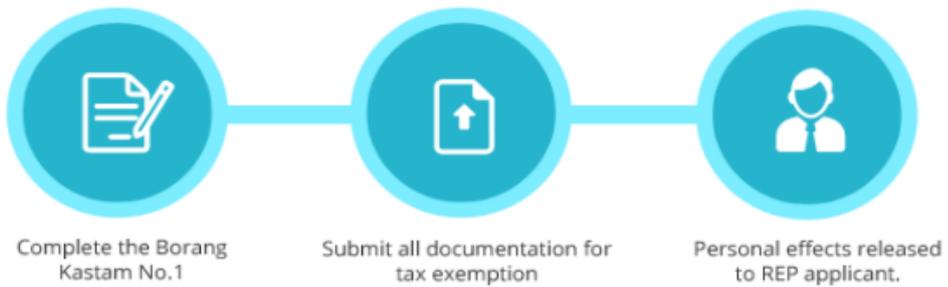
Personal effects refer to furniture and fittings, household items & electronic goods but does *not* include motorized vehicles

(i) Notes:

(1) Personal effects encompass furniture & fittings, electronic gadgets and other household items.

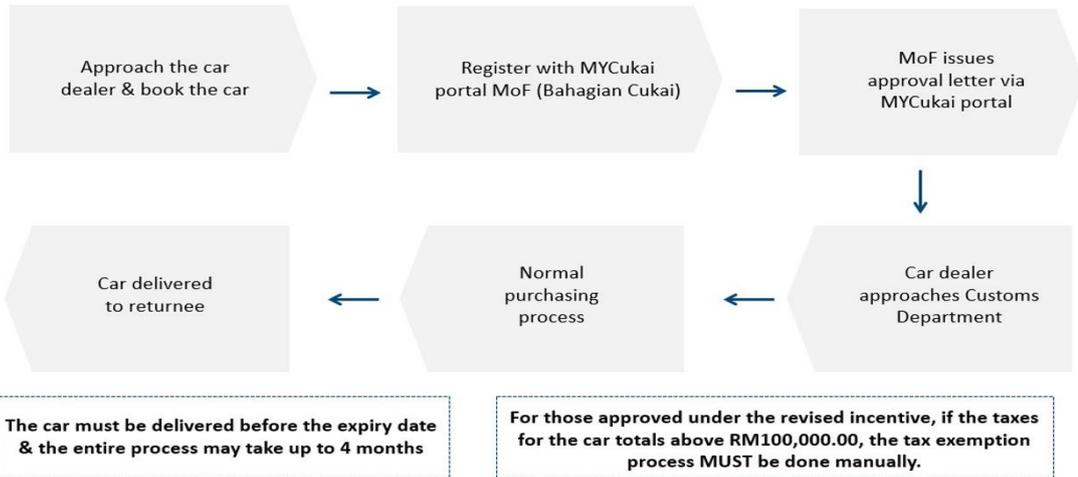
(2) Motorised vehicles and taxable items such as alcohol, cigarettes etc do not fall under the category of personal effects.

Agency	Royal Malaysian Customs Department
Purpose	To obtain the tax exemption of personal effects brought into Malaysia.
Related documents	The Declaration of Goods Imported form - Borang Kastam No.1 - can be obtained from the REP Secretariat when reporting to TalentCorp or from the Royal Malaysian Customs Department

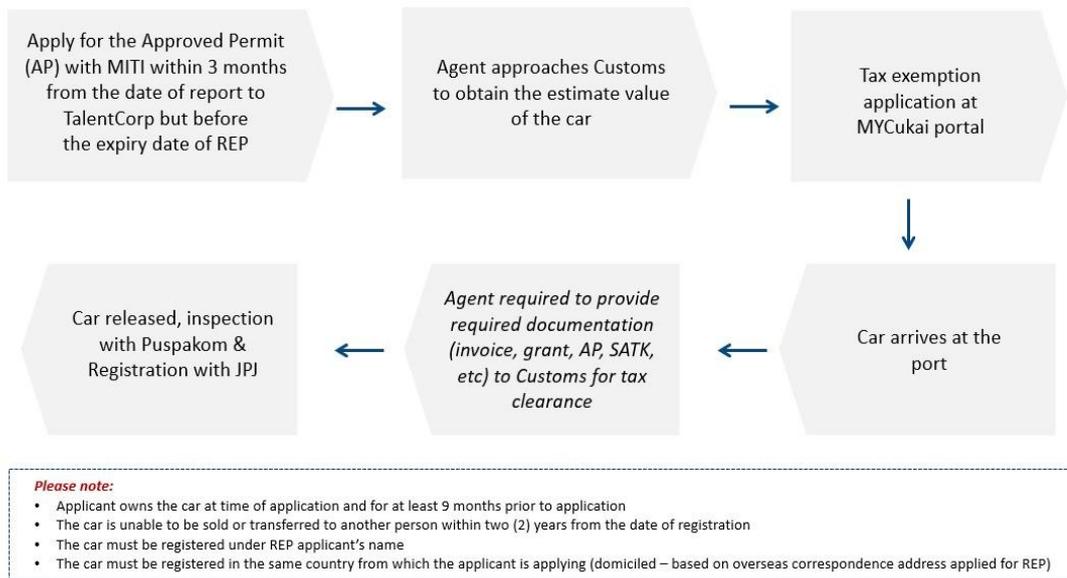


(c) Exemption on import duty and excise duty for the purchase of CBU vehicle or excise duty exemption for the purchase of locally manufactured CKD vehicle.

(i) CKD vehicle



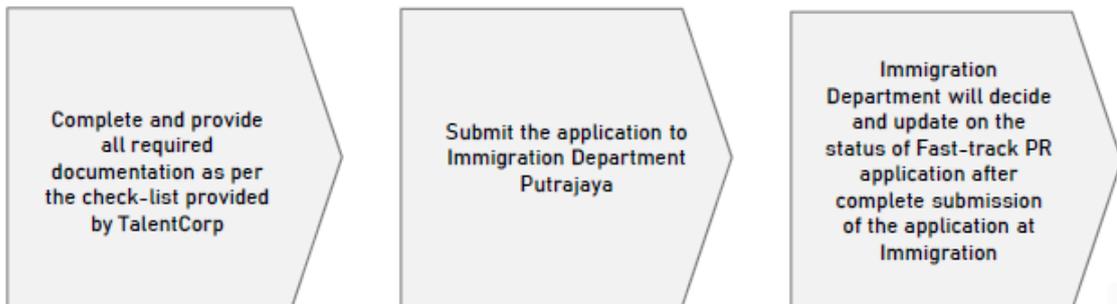
(ii) CBU vehicle



Agency	Tax Analysis Division (Bahagian Analisa Cukai), Ministry of Finance (MoF)
Purpose	Exemption for the purchase of one (1) locally assembled / manufactured Complete Knocked Down (CKD) vehicles or bringing back one (1) fully imported Complete Built Up (CBU) car
Related Webpage	Register for an account with MoF MyCukai portal to submit your form online. Click here for the link.



(d) Permanent resident status for foreign spouse and children.



Please note:

- Marriage **MUST** be registered in Malaysia before applying for PR
- Spouse / children **MUST** be physically present at Immigration Department when applying for PR
- Long Term Social Visit Pass (LTSVP) for a period maximum of one year will be issued while waiting for PR being processed

(i) The eligibility of the foreign spouse and children of the approved Applicant is subjected to the approval and at the discretion of the Immigration Department of Malaysia and is only applicable for Peninsular Malaysia only.

(ii) Procedures:

- (1) The approved Applicant must obtain a valid Approval Letter, SATK and PR support letters from Talent Corporation.
- (2) Application for this incentive can ONLY be submitted at Immigration Department Head Quarters in Putrajaya.
- (3) Application for PR will be processed at the discretion of the Immigration Department of Malaysia. For Sabah and Sarawak, applicant must have been residing there for a minimum of five (5) years prior to submitting the PR application.
- (4) The approved Applicants need to personally submit their completed documents to:

Jabatan Imigresen Malaysia

Bahagian Visa, Pas dan Permit,
 Tingkat 3 (Podium), Persiaran Perdana,
 Presint 2, Pusat Pentadbiran Kerajaan Persekutuan,
 62550 Putrajaya,
 W. P. Putrajaya.

Agency	Royal Malaysian Customs Department
Purpose	To obtain the tax exemption of personal effects brought into Malaysia.
Related documents	The Declaration of Goods Imported form - Borang Kastam No.1 - can be obtained from the REP Secretariat when reporting to TalentCorp or from the Royal Malaysian Customs Department



8. OTHER TERMS AND CONDITIONS

8.1. Responsibilities of the Applicant

- (a) The Applicant is required to adhere to the provisions stipulated herein including terms and conditions as reflected in any documents provided by Talent Corporation to the Applicant for the purpose of REP. An approved Applicant who does not comply with the conditions stipulated in the Approval Letter or other documents provided by Talent Corporation shall be subjected to the cancellation of incentives entitled to the approved Applicant.
- (b) The Applicant shall provide written notification to Talent Corporation in the event of changes in contact details of the Applicant including but not limited to changes in email address, telecommunication numbers, address, emergency contact numbers or any other information for Talent Corporation's record purposes.
- (c) The approved Applicant shall provide necessary documentation for the purpose of the REP as requested by Talent Corporation from time to time, failure of which, Talent Corporation and/or the relevant government agencies and/or authorities reserve the absolute right to remove the approved Applicant from the REP and as such the approved Applicant shall not be entitled to the Incentives provided under the REP.
- (d) The Applicant hereby acknowledges and is aware that approval for the application made by the Applicant under the REP is subject to approval from MOF on the recommendation by the Committee.
- (e) The approved Applicant shall complete his/her application for the REP within six (6) months from the registration date failing which Talent Corporation reserves the

absolute right to classify such application as dormant and to remove such application from the REP system.

8.2. Personal Data Protection

- (a) By applying for the REP, the Applicant hereby agrees that Talent Corporation, including but not limited to its partners, employees, agents and/or representatives, to collect, store, process and/or use the Applicant's personal data, which may include but not limited to Applicant's name, address, telephone number, national registration identification card number and email address ("**Personal Data**"), for the purpose it was collected, which among others are for the purpose of the REP and for non-commercial use.
- (b) The Applicant hereby gives consent to Talent Corporation, including but not limited to its partners, employees, agents and/or representative, to disclose the Personal Data to relevant authorities and/or third parties, where required by law or for legal purposes.

8.3. Intellectual Property Rights

- (a) All reports, materials and/or compilation of materials pursuant to the REP shall become the exclusive properties of Talent Corporation and shall not be returned to the Applicant. The Applicant hereby agrees to grant Talent Corporation, including but not limited to its partners, employees, agents and/or representatives, unconditional and irrevocable rights to publish such reports, materials and/or compilation of materials in any formats at Talent Corporation's website or other platforms as determined by Talent Corporation.

8.4. Violation of Laws

- (a) Any attempt to deliberately damage or undermine the legitimate operation of the REP is a violation of criminal and civil laws and Talent Corporation, including but not limited to its partners, employees, agents and/or representatives of the REP reserve the right to seek damages from those making such attempts to the fullest extent permitted by law.

8.5. Governing Laws

- (a) All disputes and differences arising hereunder shall be governed by and interpreted in accordance with the laws in force in Malaysia. Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any claim or proceeding arising from this terms and conditions, and to obey any order or judgment of the courts in respect of such claim or proceedings.

8.6. Exclusion of Liability

- (a) Talent Corporation shall not be responsible and/or held liable to the following including but not limited to:
 - (i) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines;
 - (ii) data corruption, theft, destruction, loss, unauthorized access to or alteration of the application;
 - (iii) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in the Applicant's e-mail account to receive e-mail messages; and/or
 - (iv) for any damages and/or losses suffered by the Applicant pertaining to the Application's participation under the REP.

8.7. Miscellaneous

- (a) Talent Corporation reserves absolute right at its absolute discretion and without liability whether to:
 - (i) change, modify, alter, adapt, add, or remove any of the terms and conditions contained herein; and/or
 - (ii) change, suspend, or discontinue any aspect of the REP including the details of the Incentives under the REP.

- (b) The changes and/or modification as described under paragraph above will be posted on the Talent Corporation's website located at <https://rep.talentcorp.com.my/>, if functioning.

- (c) By applying for the REP, the Applicant hereby agrees (and on behalf of the Applicant's heirs, assignees, executors and administrators) to release, discharge, indemnify and hold Talent Corporation, including but not limited to its partners, employees, agents and/or representative, harmless from and against any and all liabilities, losses or damages of any kind, to persons or property, resulting in whole or in part, directly or indirectly, from Applicant's application for the REP.

APPENDIX 1

(to be taken, read and construed as an essential part of this General Terms and Conditions)

1. **Details of information and/or supporting documents that are required by Talent Corporation from the Applicant for the purpose of the application.**
- 1.1. **Mandatory supporting documents** to be provided by the Applicant to Talent Corporation for the purpose of application are as described below:
 - (a) copy of valid passport;
 - (b) copy of residence document abroad (permanent resident identity card, work permit, or employment pass);
 - (c) latest updated resume (indicating years, months, and locations of current and previous employer(s));
 - (d) offer letter or other equivalent agreement or document from current employer abroad (as proof of employment commencement date);
 - (e) latest salary slip (proof of employment at time of application), or employment confirmation on join date, position, and salary;
 - (f) latest tax return abroad (salary reference for Applicant with no fixed income);
 - (g) academic certificates certified by Commissioner of Oath;
 - (h) employment offer letter or other equivalent agreement or document from Malaysia (if any);
 - (i) valid and latest residing documents (proof of property ownership abroad and utility bill, or rental agreement and rental payment receipt) – only for applicants from Singapore, Thailand, and Brunei; and
 - (j) copy of entry and exit stamps in passport.

1.2. **Mandatory supporting documents** to be provided by the **self-employed Applicant** to Talent Corporation for the purpose of application are as described below:

- (a) business registration (indicating when the business was established, and names of the Applicant as owner / board of director to the company);
- (b) company's bank statement for at least 6 months prior to date of submitted application, indicating receipt of payments to the business; and
- (c) third-party confirmation that the business was still active until at least time of REP application, from company secretary, external accountant, Commissioner of Oath, or Public Notary appointed by the government (to indicate applicant was drawing an income at time of application).

1.3. **Mandatory supporting documents** to be provided by the **Applicant from healthcare sector** to Talent Corporation for the purpose of application are as described below:

- (a) Doctors/Specialist.
 - (i) complete registration certificate duly approved by Malaysian Medical Council registration - refer to <https://mmc.gov.my/>.
 - (ii) complete registration certificate duly approved by National Specialist Registrar registration (specialists only) – refer to <https://www.nsr.org.my/home.html>.
- (b) Dentist/Nurse/Other allied health practitioners.
 - (i) Registration from respective national professional bodies or regulators (i.e., Malaysian Nursing Board, Malaysian Dental Council, etc.

1.4. **Additional supporting documents** to be provided by the **Applicant** to Talent Corporation (if requested by Talent Corporation from time to time on a case-by-case basis) for the purpose of application are as described below:

- (a) additional documents for employment assignments abroad (for Applicants who are transferred abroad by companies in Malaysia) – to show non-obligation to return to Malaysia;

- (b) a signed copy of employment or offer letter or other equivalent agreement or document from Malaysian employer (if employment in Malaysia has been secured at the time of application);
 - (c) copy of flight ticket from abroad to Malaysia;
 - (d) supporting letter by Malaysian employer;
 - (e) LHDN documents (if employment income detected in Malaysia <36 months prior to application);
 - (f) Clarification on frequent travel to Malaysia (particularly applicants from Singapore, Brunei, and Thailand).
- 1.5. Notwithstanding to any other provisions as described in this General Terms and Conditions, the Applicant hereby agrees and acknowledges that Talent Corporation reserves the absolute right to request additional information and/or supporting documents (which are not listed in this General Terms and Conditions) from time to time for the purpose of processing the application made by the Applicant and the Applicant undertakes and covenants with Talent Corporation to furnish the requested additional information and/or supporting documents in timely manner to Talent Corporation.
- 1.6. The Applicant must ensure that all mandatory and additional documents as described in Appendix 1 and this General Terms and Conditions are submitted to Talent Corporation. Talent Corporation reserves the absolute right to discard any applications with incomplete documents upon expiry period of twelve (12) months from the date of initial application submission made by the Applicant.