

9th Feb 2020

Jessica Phan Zhi Xin (NRIC No: 960622-56-5072)

No 19 Jalan Senjolong
Taman Bukit Ria
Cheras
56100 Kuala Lumpur

Dear Jessica,

RE: OFFER LETTER

We are pleased to offer you the abovementioned position at Workplace Wellness PLT.

Below is a summary of the terms of employment, with further details as set out in the attached:

1. The normal working hours for a full time staff is 9.00 am to 6.00 pm (Monday to Friday). Should there be a required to stay back to assist on the required program, you are required to support this are as and when required.
2. Your commencement date is on the 10th Feb 2020
3. Basic Starting Salary (Full-Time Basis) : RM 2,100 per month
4. You are provided with Allowances for travelling outstation RM 100, and if you are required to work on Sat and Sun, there will be Overtime provided.
5. Should there be travelling, you will be covered for your expenses incurred.
6. You will be undergoing a probation period of 3 months, which can be extended to 6 months. Your salary will be reviewed upon confirmation.

Yours sincerely,



Tracy Chan
Director
Workplace Wellness

1st February 2020

EMPLOYEE TERMS AND AGREEMENT

Commencement Date: 10 February 2020

Please find below the employee handbook pertaining to the benefits entitlement.

1. **Position Offered**: Physiotherapy, Wellness Consultant
2. **Contract Period** : Subject to confirmation during Probationary Period. Subject to be converted to Permanent Position upon renewal.
3. **Probationary Period** : You will serve a probationary period of minimum three (3) months in the first instance and the probationary period may be extended up to six (6) months, if required, at the discretion of the Company. During the probationary period, the notice of termination of employment to be given by either party shall be seven (7) days' notice in writing or earlier, if agreed by all parties.
4. **Termination Notice** : Upon confirmation in your appointment, i.e. after the probationary period, and thereafter, the notice of termination of employment to be given by either party shall be one month's notice in writing or one month's salary in lieu of notice. However, in respect of termination of employment due to misconduct, no notice of termination or salary in lieu of notice is required to be given.
5. **Working Hours and Days** : Your working hours and days shall be from Monday to Friday, 9.00 am to 6.00 pm. However, they are subject to change as and when deemed necessary by the Company. Any changes shall be informed to you accordingly.
6. **Annual Leave** : Upon confirmation, you are entitled to fourteen (14) working days annual leave per year, subject to the rules and regulations in force. You are allowed to take leave on proportionate earned basis. No leave accumulation to the next year is allowed after one and a half years and any leave not taken will be forfeited.
7. **Sick Leave** : You are entitled to the following sick leave with pay, subject to the rules and regulations in force:-
 - i) Where no hospitalization is necessary, fourteen (14) days per calendar year.

- ii) Where hospitalization is necessary, thirty (30) days in the aggregate per calendar year, provided that if you have taken any sick leave for non-hospitalisation, the number of days sick leave for hospitalization shall be reduced by the extent of the number of days sick leave taken for non-hospitalisation.

8. **Medical Benefits** : Upon confirmation, you are given an outpatient RM 500 overall per annum and a hospitalization insurance coverage amounting to RM 10,000 per annum for yourself upon confirmation. However, all pre-existing and chronic illness shall not be covered in this insurance program. Please refer to the Insurance Policy purchased for the respective period. This may change from time to time depending on the coverage provided by the Insurance Company.

9. **Confidential and Proprietary Information** : As a condition of employment, you shall keep secret and not reveal or disclose to anyone outside the Company without the prior written consent of the Company, all confidential and proprietary information relating to the business of the Company which come to your knowledge as a result of your employment by the Company. You shall not make use of such confidential and proprietary information for your own purpose or for the benefit of anyone other than the Company.

All intellectual property rights (including without limitations copyrights, designs, brands, trademarks, name and patent rights) in any invention, improvements, modifications, literary works and/ or new discoveries which originate from conceived by you, whether alone or with any person or persons while in the employment of the Company which relates either directly or indirectly to the Company shall belong to and be absolute property of the Company. You hereby also waive all rights to any monetary claim or compensation in respect of the intellectual property rights.

You shall further comply with the terms and conditions relating to Confidential & Proprietary Information and Intellectual Property which are set out below:

- a. Any intellectual property rights will be solely owned by the Company and you are not able to claim any rights on them.
- b. You are restrained from taking or reselling the rights to others after leaving the Company. In the event that you are caught in doing so, you are liable to pay the Company for any damages or loss of business.

10. **Restraint** : As a condition of your employment. You are required to devote your whole time, attention, energies and skills solely to the business of the Company or Group, and you shall not be concerned or interested directly or indirectly in any

business or work other than that of the Company or the Group. You or the company in which you are an employee shall not trade and/or deal with any company owned wholly or in part, whether directly or indirectly, by you or any person related or associated with you without the prior written approval from the Company or the Group. Breach of this restraint clause is a serious offence warranting dismissal without compensation or forfeiture of all benefits earned or accrued at the date of dismissal.

11. Confidentiality : You are required to adhere to the PDPA Act whereby the personal data of the staff will not be used to disclosed or to be shared with any Third Party or parties who are not approved of obtaining the information. Anyone caught exploiting this matter whether direct or indirectly shall render being terminated and to bear for any loss or legal claim that may arise.

12. Other Terms and Conditions : Your other terms and conditions of employment and other conditions attached to the abovementioned terms shall be subject to change as and when deemed necessary by the Management, and any changes to the terms and conditions shall be applicable forthwith to you.

13. Fringe Benefits : Upon confirmation of your employment, the fringe benefits like Yearly Performance Bonus, Mileage and Parking reimbursements, etc. are provided under as below:

- a. Bonus – Payment of Bonus will be at the discretion of the company
- b. Mileage – Monthly reimbursement based on RM 0.45 per kilometer based on work related matters only locally and RM 0.35 per kilometer for outstation travelling.
- c. Other expenses – Reimbursement of any office related payment
- d. Overtime – will be provided upon request
- e. Incentives – to be advised from time to time

14. Other Benefits:

- I. Employee Provident Fund : On top of the salary, the employee is provided an Employee Provident Fund from the Company at a minimum of 11% per month. This will be based on the standard contributions provided by the authorities.
- II. SOCSO : Contribution to SOCSO for Employee and Employer is provided based on the percentage as indicated by the SOCSO Body.
- III. Income Tax : Tax is deductible based on the schedule provided by Inland Revenue.

Kindly provide the necessary details for us to register accordingly.

Please sign below to confirm the above.

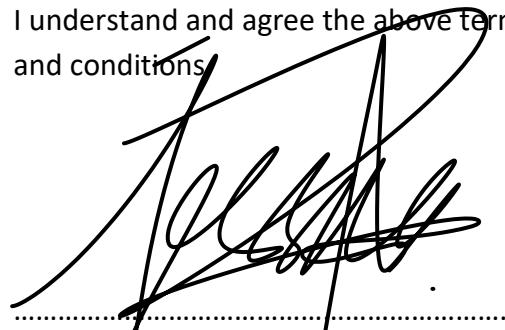
We welcome you to Workplace Wellness PLT and look forward to your long term career development with us.

Yours sincerely,



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Tracy Chan
Director

I understand and agree the above terms
and conditions



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Name: Jessica Phan
IC: 960622565072
Date: 09/02/2020