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4<sup>th</sup> April 2019

Dear Lee Szu Hui,

**LETTER OF APPOINTMENT**

With reference to the above, **PHYSIOWERKZ SYSTEMS SDN BHD (1262977D)** (hereinafter referred to as "the Company") are pleased to offer you, **Lee Szu Hui (NRIC Number: 950625-14-6464)**, employment at the Company, subject to the following terms and conditions of this Appointment:-

**1) DESIGNATION & DATE OF COMMENCEMENT**

The Company shall employ you and you shall serve the Company as a **Physiotherapist**. The commencement date of this appointment shall be **1<sup>st</sup> May 2019**.

**2) JOB DESCRIPTION**

You shall be required to carry out duties and job functions of a **Physiotherapist** and as may be instructed from time to time by the Company or persons acting on behalf of the Company.

**3) SALARY, ALLOWANCE & COMMISSION**

**a) Salary**

You shall be paid a basic salary of **RM2500.00** per month. Upon confirmation, your salary may be revised depending on your performance and at the sole discretion of the Company.

**b) Allowance**

You shall be paid a training allowance of RM200 during your probationary period and this allowance shall be paid for a maximum of six (6) months. Upon successful confirmation of your employment or at the end of six (6) months, the training allowance shall cease.

**c) Commission**

Upon successful confirmation of your employment, you stand to be eligible for the Commission Scheme for Therapists. The commencement of your eligibility for the Commission Scheme shall be determined by the Company after assessing your readiness and performance in handling patients. A copy of the current Commission Scheme is attached for your information. The Commission scheme shall be determined by the Company at its sole discretion and may be revised at any time by the Company.

**4) BONUS & INCREMENT**

The payment of bonus and increment are at the sole discretion of the Company, and will depend upon your performance in your duties, and shall not be awarded if you fail or refuse to comply with the terms and conditions of your employment.

**5) TRAINING CONTRACT**

As an employee of PHYSIOWERKZ SYSTEMS SDN BHD, the Company will be freely providing you with training and commercially sensitive information of its unique treatment philosophy, methodologies and techniques which will greatly enhance your skill and experience as a Physiotherapist. For the mutual benefit of both you and the Company, it is a condition of this offer of employment that you enter into a Training Contract which is attached as Appendix A.

**6) BENEFITS AND OTHER TERMS AND CONDITIONS**

Your employment with us will be governed by other terms and conditions and employee benefits as set out in Appendix B. The Company's policies shall also form part of the terms and conditions of your employment with the Company. The Company reserves the right to change or revise terms and conditions, policies and/or benefits at its discretion. Such changes will be communicated to you in writing.

**7) PROBATION PERIOD**

You will be subject to a probationary period of six (6) months in which your performance will be evaluated by the Company. Thereafter, the Company reserves the right to confirm or terminate your employment, or to further extend your probation period.

Performance during the probation period will be evaluated based on, but not limited to, the following competencies, skills & key qualities:

- Productivity, quality of work & job knowledge
- Communication, interpersonal skills & team player capabilities
- Work initiative and responsibility
- Problem solving, decision making & organisational skills
- Leadership, integrity and emotional stability
- Perseverance, determination and maintaining a positive and steady working attitude
- Maintenance of a professional image, timeliness, appearance and habits

**8) EMPLOYEE PROVIDENT FUND & SOCSO**

The Company shall contribute to the Employee Provident Fund and SOCSO (if applicable) based on your fixed salary in accordance with the requirements set out in the prevailing laws and regulations in Malaysia.

## 9) OBLIGATIONS OF THE EMPLOYEE

### a) Scope of Duty

You shall discharge the responsibilities required of this position honestly, diligently and faithfully in the best interest of the Company and to apply all skills, abilities and judgement in performing the duties assigned to you.

### b) Prohibition of Part-Time Employment and Acceptance of Commission

It is a condition of your employment that you shall devote the whole of your time, attention and abilities to the business of the Company. You shall not engage directly or indirectly in any dealings, business activities or part-time employment and shall not accept any forms of commission under any circumstances without prior written approval of the Company.

### c) Protection of the Interest of the Company

You shall provide services on a full time and exclusive basis and at all times, uphold the reputation and best interests of the Company at all times.

### d) Non-Disclosure of Confidential Information

During and after the Duration of Service of yourself with the Company, you will be required to preserve the confidentiality of information obtained through the course of carrying out your professional duties. Such information includes but is not limited to; trade secrets, any information pertaining to the Company's clinical analysis and treatment methods, special terms, movement & exercise methods, products of the Company, administrative and management processes used by the Company, all client information, fee and pricing structures, business and marketing projects and methods.

You shall not at any time nor in any manner, unless required by law or authorised in writing by the Company, disclose any secrets or confidential information concerning the business, products/services, design/treatment processes, analytical/clinical reasoning methods or affairs of the Company or any Company in which the Company may be affiliated with. The term confidential information, includes but is not limited to, clientele base & client information, information regarding treatment & analysis methods, special terms, movement & exercise methods research development, patents, copyrights, intellectual property rights, marketing plans and strategies, clients lists, profits, cost and pricing. This clause shall apply during and after the termination of this Appointment.

All materials, data, inventions, special terminologies, improvements or discoveries which are conceived or made by you during the course of your Appointment with the Company shall be considered to be confidential information and shall be the sole exclusive property of the Company.

All records, files, drawings, tapes, discs, documents, programs (including but not limited to computer programs) and all copies thereof and all tools and equipment relating to the business,

work, tests or investigations of the Company and prepared or used by you during the term of this Appointment shall be and remain the sole and exclusive property of the Company.

Upon the completion of your services with the Company, you agree to immediately return to the Company all such records, files, drawings, tapes, discs, documents, programs (including but not limited to computer programs) and all copies thereof and all said tools and equipment in your possession or under your control.

**e) Compliance with the Company's Terms and Conditions of Service.**

You shall comply with all the Company's Terms & Conditions of Service applicable to this Appointment, including any administrative orders, rules and regulations expressed or implied by the Company.

**10) TRANSFER & SECONDMENT**

The Company reserves the right to reclassify your job functions or transfer you to any of its departments, offices or branches at its sole discretion and with prior notification to you.

**11) NON-COMPETITION & SOLICITATION AGREEMENT**

- a) During the term of this contract and for a period of twenty-four (24) months following the termination of this contract with the Company, you shall not:
  - i) Poach, solicit or attempt to solicit, either directly or indirectly, business, clients, customers, suppliers from the Company obtained through the course of carrying out your professional duties with the Company, or encourage or attempt or assist in encouraging any other existing employee to terminate their contracts of employment with the Company.
  - ii) Train, teach or certify anyone to teach any treatment, analysis, movement or exercise method or modality based on or evolved from the PHYSIOWERKZ MOVEMENT ANALYSIS & TREATMENT METHOD (PMAT) without prior written authorisation from the Company.
  - iii) Be employed or seek employment from a competitor facility or in a facility with similar set-up and purpose of service within a twenty-five kilometre (25km) radius of the Company's present location and all its branches.
  - iv) Use any terms, definitions and methods designed by the Company.
- b) You agree not to directly or indirectly compete with the business of PHYSIOWERKZ SERVICES (Company) and its branches and successors.
- c) You acknowledge that the Company may provide you access to trade secrets and proprietary information of the PHYSIOWERKZ MOVEMENT ANALYSIS & TREATMENT SYSTEM (PMAT) and SPECIFIC TERMS DESIGNED BY PHYSIOWERKZ SYSTEMS SDN BHD, customers and other confidential data and good will. You agree to retain said information as confidential and not to

use said information on your own behalf or disclose same to any third party. You also agree to take reasonable security measures to prevent accidental disclosure.

- d) You shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, or using the proprietary trade secrets of the Physiowerkz PMAT Systems in the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.
- e) This non-compete agreement shall extend for a radius of 25 km of the Company's present location and all its branches and shall be in full force and effect during the period of employment and for twenty-four (24) months following employment termination, notwithstanding the cause or reason for termination.
- f) This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

## **12) TERMINATION OF SERVICE**

During the probation period your service may be terminated by the Company by way of a written notice of twenty four (24) hours. Upon confirmation of employment, your service may be terminated by the Company by way of two (2) weeks' written notice.

The Company reserves the right to terminate your employment with immediate effect without serving the required notice or compensation in the event that you are found guilty of any gross misconduct in connection with the Terms and Conditions of this Appointment, any disclosure of information in contravention of Clause 10 (d) of this Agreement and any willful neglect of duties.

In the event of termination pursuant to this Clause, all rights and benefits of the employee under this Agreement shall cease. Any decision of the Company to terminate the services of the employee to this Clause shall be final and conclusive.

## **13) NOTICE OF RESIGNATION**

During the probation period, you may resign by giving the Company a written notice of two (2) weeks, or pay 2 weeks' salary in lieu of such notice.

After confirmation of employment, you may resign by giving the Company three (3) months notice or pay three (3) month salary in lieu of such notice.

## **14) RETURN OF DOCUMENTS AND OTHER ITEMS**

Upon completion of your services to the Company, you agree to immediately return to the Company all such correspondence, memoranda, notes, drawings, sketches, plans, records, files, tapes, discs, documents and all copies thereof, programs (but not limited to computer programs) and all tools and equipment relating to the business of the Company, all items received from the Company including but not limited to access card, season parking pass and company mobile telephone and all said tools and equipment in your possession or under your control.



#### **15) DECLARATION**

You certify that all information associated with this employment provided by you is complete and correct to the best of your knowledge and belief. You agree that if any of the information given is in any way false or incorrect, the Company shall have the discretion to take any disciplinary action that the Company deems appropriate, including dismissal without notice.

#### **16) GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

If the above terms and conditions are acceptable to you, please sign and return the duplicate copy of this letter as a token of acceptance of the Appointment offered no later than **8/4/2019**

We welcome you to the team of PHYSIOWERKZ SERVICES and we wish you a successful career with us.

Yours sincerely,  
For and on behalf of  
**PHYSIOWERKZ SYSTEMS SDN BHD**

**Jasmine Loke**  
Managing Director

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I, Lee Szu Hui (NRIC Number: 950625-14-6464), hereby acknowledge that I have read and understood and accept the terms and conditions of this letter of appointment. Photocopy of my NRIC is attached herewith.

NRIC No. : ..... *950625-14-6464*

EPF No. : .....

Income Tax No. : .....

SOCSCO No. (If applicable) : .....

Signature : ..... *Jasmine*

Date : ..... *9/4/19*