

PRIVATE & CONFIDENTIAL

24 December 2019

Ms. Tan Yee Sim
(I/C NO: 951005-14-5182)
No. 40, Jalan LKS 8/1,
Kampung Dato Lee Kim Sai,
48000 Rawang, Selangor.

Dear Tan Yee Sim

We are pleased to offer you a regular full-time position as a Junior Physiotherapist, effective **2nd of January 2020** at CYRIAX PHYSIO REHAB CENTRE.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule A.

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both the Company and yourself with respect to your employment conditions and is governed by Employment Law in Malaysia. It will also form and construe as an employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initial each page in the right-hand corner, and returning it to our HR department upon earliest convenience.

Yours sincerely,

Tan Woo Teck
Director
Cyriax Physio & Rehab Centre

I, Tan Yee Sim (I/C NO 951005-14-5182), acknowledge that I have read, understood and accept this offer and the term and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature: 

Date: 25/12/2019



SCHEDULE A

The following outlines the terms and conditions of employment with your Employer. The Employer reserves the right to change these terms and conditions as necessary, with due notice.

Title	Junior Physiotherapist
Employer	Cyriax Sdn. Bhd. (Company no: 914812-D) (hereinafter referred as " the Company")
Immediate Superior	MR. TAN WOO TECK
Start Date	2 nd January 2020
Responsible Department	CYRIAX PHYSIO REHAB CENTRE
Job Duties & Responsibilities	<p>Your job duties and responsibilities is outlined and stated in the attached SCHEDULE B.</p> <p>While employed by the Company, you agree to work on a full-time basic exclusively for the Company and agree that you shall not, while you are employed by the company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without prior written permission.</p>
Probation Period	<p>You shall undergo a probationary period of three (3) months from the date of commencement of employment. However, the said probationary period may be shortened or extended at the discretion of the Company, at the end of which, your employment will either be confirmed or terminated. Unless and until you are informed in writing, you shall remain under probation.</p> <p>During the period of your probation, either party may terminate the contract of employment by giving the other, a written notice of not less than one (1) month's or by paying an indemnity equivalent to one (1) month's salary in lieu thereof.</p>
Hours of Work	<p>a) You will be required to work 6-days, 48-hours per week and follow the work schedule given to you. Working hours is subject to change at the discretion of the management.</p> <p>b) Operational needs and dateline demands may necessitate variations in working days and hours, such as requirement to come back to work even on public holidays.</p> <p>c) In any situation where you are unable to report or may be delayed in arriving for work, you must contact your immediate superior in advance, however the decision whether an absence or lateness is appropriately excused depends on the discretion of the Company.</p>

Remuneration	<p><u>Basic Salary</u></p> <p>You will receive a monthly fixed salary of RM 2200.00 (Ringgit Malaysia Two Thousand Three Hundred Only)</p> <p>The above remuneration will subject to statutory deductions of EPF, SOCSOM EIS & Income Tax according to the prevailing scales.</p>
Payroll & Expenses Claim Schedule	<p>Your fixed salary will be paid on the 29th day of the same month or not later than the 7th day of the month after.</p> <p>Cut-off date of expenses claim is eighteenth (18th) of every month. Claims submitted after 18th will only be credited in next month's payroll. All receipts and bill shall not exceed two (2) months from the date of claim submission.</p>
Policies and Standard	<p>The Company has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with the Company, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of the Company and that these policies do not form a part of this Agreement. It is agreed that if the company introduces amends or delete employment- related policies as conditions warrant that such Introduction, deletion or amendment does not constitute a breach of this Agreement.</p>
Changes to Duties and/or compensation	<p>If your duties or compensation should change during the course of your employment with the Company, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, the remaining provisions will continue in full and effect.</p>
Fidelity & Confidentiality	<p>You will at all times, devote full attention and skill to affairs of the Company and will endeavour to the utmost of your ability to promote and advance the interests of the Company.</p> <p>Accordingly, you will undertake that:-</p> <p>(a) you will under no circumstance make available your services (whether for payment or otherwise part-time or otherwise) to any undertaking, or have any interest directly or indirectly in any other undertaking or activity</p>

	<p>which might interfere with the proper performance of your duties without first obtaining the written permission of the company;</p> <p>(b) you will not any time during the continuance or after the termination of your services with the Company irrespective of any reason for such termination, made use or disclose to any party either for your own benefit or for the benefit of any individual, firm, company, any trade or business, the affairs and confidential information of the Company or any its related companies of which you have been informed or become aware during the period of your service with the Company;</p> <p>You will obey and comply with all orders and instructions given to you by the Company or its authorized agents and observe all standing and other rules and/ or regulations now in force or from time to time laid down by the Company.</p>
Transfer	<p>You will be required to carry out such duties and job functions in which you may be instructed from time to time by the Company or persons acting on behalf of the Company and you may be transferred from one section or department or associate company to another at the discretion of the Company.</p>
Annual Leave	<p>You will be entitled to ten (10) days of annual leave in the first year of service and thereafter will follow as below:</p> <p>1-2 years: fourteen (14) days</p> <p>2-3 years: sixteen (16) days</p> <p>3-4 years: eighteen (18) days</p> <p>> 5 years: twenty-one (21) days</p>
Sick Leave	<p>You will be entitled to fourteen (14) days during the term of service and all sick leaves must be supported by medical certificates from registered general medical practitioners or hospitals, without which it will be considered as unpaid leave.</p>
Bonding	<p>Should the Company send you for related training or seminars, overseas or within Malaysia, you will be bonded for a period determined by the management. Should you leave the Company for whatever reasons other than termination of this contract during this period, you shall reimburse the Company the full training cost incurred (pro-rated).</p>
Non-Solicitation	<p>You are not to solicit any client or patient of the Company at any time after your tenure of service with the Company. After the termination of your service, you will not at any</p>

	time or for any purpose use the name of the Company in connection with your own or any other name in anyway calculated to suggest that you are or have been connected with the Company's businesses nor in any way hold yourself out as having or had such connection.
Conflict of Interest	You shall not during the continuance of this contract, except with the knowledge and consent of the Company engage or interest yourself, whether for reward or gratuity, in any activities which would interfere with the performance of your duties with the Company of which to your knowledge would constitute a conflict of interest with the business of the Company.
Termination	<p>On confirmation of your employment after probation, notice of termination of employment will be subject to three(3) months' notice in writing or three (3) months' salary in lieu of notice from either party. Notwithstanding the aforementioned, the Company shall be entitled to terminate your employment without notice, indemnities and compensation in any of the following events:-</p> <p>(a) if you shall in the opinion of the Company be guilty of dishonesty, misconduct or negligence in the performance of your duties;</p> <p>(b) if you have, after showing cause in writing, been found to have committed any serious breach or continual material breach of any of your duties or obligations under this appointment;</p> <p>(c) if you are found to have made illegal monetary profit or received any gratuities or other rewards (whether in cash or kind) out of any of the Company's affairs or any of its related companies;</p> <p>Your employment shall be terminated if you have been continuously absent from work for more than two (2) consecutive days without prior approval from the Company and without reasonable excuse acceptable by the Company.</p>

JOB DESCRIPTION						
Job Title	Junior Physiotherapist	Effective Date	2 nd January 2020			
Department	Cyriax Physio & Rehab Centre	Revision	0			
Reporting To	Mr. Tan Woo Teck					
JOB SUMMARY						
<p>The Physiotherapy Assistant will help patients to follow exercises and treatment programs, which involves assisting the patients to set up and use the equipment and also keep records and write reports.</p>						
PRINCIPLE RESPONSIBILITIES						
<ul style="list-style-type: none"> • To promote & uphold Company's Mission, Vision & Values. • Plan and carry out all physiotherapy operational activities as directed by your superior. • Develop and maintain administrative procedure and record for all activities within your responsibility to achieve smooth running of Company's Rehabilitation Services. • To carry out work and assist the Physiotherapy H.O.D. in the affair of running the Integrated Rehabilitation Services to achieve customers/ clients satisfaction. • To assist the physiotherapy H.O.D and to carry out activities ensuring proper upkeep, maintenance and decoration of the premises of the Integrated Rehabilitation Services. • To carry out physiotherapy with care, professionalism and responsibility fulfilling the required regulatory standard governing the practice of a physiotherapist & within the 						

realm of TAG Physiotherapy protocols and committing to continue your personal professional development.

- Receive and act upon any instruction of assignment pertaining to the Company activities.
- Participate and contribute fully in all official activities of the Company including the provision of ideas and deeds for short and long term improvement and be physically present at various official events of the Company.
- To lead, motivate and supervise all personnel put under your charge and assist and cooperate with others as necessary.
- Ready to take responsibilities in doing task together with staff from other departments as part of the multitasking policy of the Company.
- Perform any other duties as directed by the immediate superior from time to time.