



PRIVATE & CONFIDENTIAL

Janice Tan Lay Yen
5061-C, Klebang Besar
75200 Melaka

Dear Ms Janice,

NRIC: 911216045142

RE: LETTER OF APPOINTMENT AS DBC PHYSIOTHERAPIST

We have pleasure in offering you employment for the post of Physiotherapist on the following terms and conditions:-

1. Salary & Bonus

Your commencing basic salary shall be **RM 2,300** with an allowance of **RM 100.00** (Ringgit Malaysia: Two Thousand Four Hundred Only) per month.

A year-end bonus may be paid dependent on the performance of the Company. The bonus quantum may from time to time be adjusted based on the contribution of the individual employee.

2. Date of commencement of Service

11th March 2018 – 10th March 2020 (24 months contract) with an option to extend for another 12 months thereafter.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, located in the bottom right corner of the page.

3. Working Hours

The normal working days and hours shall be:-

Monday - Friday	-	09:00a.m. – 17:00p.m.	(1 hour lunch break)
Saturday	-	09:00a.m. – 13:00p.m.	

We have implemented a shift system, hence you are expected to work shift duties from Monday to Saturday. When operating at full capacity, you will be required to work on Sunday.

4. Reporting Responsibility

Your job scope entails Clinical Practice for DBC TTDI but you shall rotated within the DBC groups and centres

5. Total Commitment

During the period of your employment, you shall devote your whole time, attention, skill and knowledge to the business and affairs of the Company, do your utmost to promote, develop, attract or extend the interests, business and welfare of the Company and shall not enter into, participate directly or indirectly in or arrange any other business or transaction paid or unpaid whether on your own behalf or in conjunction with or on behalf of any person, company, firm, or other body, which may be detrimental to the interests of the Company.

6. Employees Provident Fund

You shall be required to contribute to the Employee Provident Fund and Socso at the prevailing statutory rate and the Company shall do likewise.

7. Annual Leave

You shall entitled to Fourteen (14) days of annual leave and pro-rated for any part thereof. An extra day (paid leave) may be rewarded after completing a full year of service, to a maximum of Twenty-one (21) days of total paid leave per annum. Annual leave shall be applied in advance and taken at a time when it is convenient to the Company.

8. Sick Leave

Sick leave will be allowed up to fourteen (14) days in a year.

If hospitalization is necessary, you are entitled to sick leave up to sixty (60) days per annum.

9. Medical Benefit

Normal medical benefits (except for dental and optical treatments) will be provided for you throughout your employment. The maximum outpatient claim is RM1, 000.00 per year.

10. Personal Accident & Hospital Surgical Insurance Policy

Personal Accident & Hospital and surgical benefits will be provided for you in accordance with the Company's insurance scheme upon confirmation.

11. Notice Period For Termination of Employment

The notice period for termination of employment shall be two (2) months by company. The Company reserves the right to terminate your employment without notice for any cause including negligence, insubordination, misconduct, corruption, bribery, or any dishonest acts, breach of any terms and conditions of employment or any rules and policies of the Company.

12. Education & On-going Training

The Company will provide you with training at any of the DBC Centres in this region. There will be opportunity for our physiotherapists to attend training sessions at the DBC Centre in Singapore, or you may be requested to attend further training in Finland or elsewhere overseas in future when/ if necessary.

In consideration of the monies expended by the company towards such training in the event you cease employment prior to completing your fixed term contract period of 24 months, you will be required to repay the company all expenditure incurred by the company in respect of your training. In this regard the company reserves the right to withhold your last drawn salary towards the payment of such account in the event of your premature termination of contact.

In the event the company terminates this Agreement during the subsistence of the contract period it is prejudice to its rights to claim from you monies expanded towards your training. The Company recognizes the need and importance of ongoing training in order to maintain working skills and motivation. You will be encouraged to attend any local event that will add to his objective. Any registration fees will then be for the Company's account.

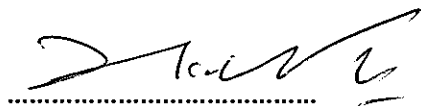
13. Confidentiality

Both during and after the period of your employment, you shall keep secret all information of a confidential nature relating to the business and affairs of the Company or the Group acquired by you in the course of your employment with the Company. You shall not disclose, reveal or make available to any other person, company, firm or other body except with the written permission of the Company.

If you are agreed to accepting this offer of Employment on the terms and conditions as set out herein, please sign and return the duplicate copy of this Offer of Employment. This offer is valid for one (1) week from the date of this letter.

Yours truly,

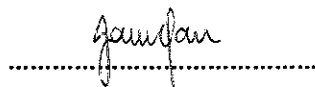
DBC ASIA HEALTHCARE SDN BHD



Wee Hock Kee
Chief Executive Officer

----- ACKNOWLEDGEMENT -----

I, JANICE TAN LAY YEN..... NRIC No. 911216-04-5142..... hereby confirm that I fully understand the terms and conditions of employment and accept the above offer, I shall be able to report for duty on 1/4/18.....



Signature

1/4/18

Date

IT IS HEREBY AGREED as follows:-

1. AGREEMENT

- 1.1 The employee agrees that in consideration for the company's full sponsorship of the course, he shall duly complete the Training and serve the company in accordance with the terms and conditions stated hereto.
- 1.2 The company undertakes that it will incur the approved cost and expenses incurred by the employee to complete the Training.

2. EMPLOYEE'S OBLIGATIONS

- 2.1 The employee undertakes that he shall diligently and faithfully attend and complete the Training to his utmost ability and acquire all the knowledge and training from the Training which shall be conducted at DBC TTDI
- 2.2 The Employee shall not absent himself from the Training without the Consent of the Company and shall observe the normal hours of work at the Training Place.
- 2.3 The Employee shall not during the duration of the Training undertake any employment of whatsoever nature without the express consent of the Company.
- 2.4 The Employee, shall upon the successful completion of the Training, immediately serve the Company as its employee for a continuous period not less than 20 months (the continuous period shall hereafter be referred to as "**the Bond Period**");
- 2.5 The Employee undertakes to continue to comply with his terms of employment under his contract of employment with the company.
- 2.6 The Employee agrees and undertakes that during the duration of the Training, he shall not resign or leave the employment of the company unless his employment is terminated by the Company.

3. DEFAULT

- 3.1 In the event that the Employee:-
- a. fails to complete the Training for any reason; or
 - b. upon the completion of the Training, fails to serve the company for the Bond Period; or
 - c. breach any terms or conditions contained in this Agreement,

the Employee shall be liable to pay the Company the Payment Sum, which represents all the expenditure incurred by the Company in respect of the Employee's Training, which shall be computed in accordance with the following formula:-

$$\frac{\text{" All expenditure by the X Company in respect of the Training"} \times \text{Duration of The Bond Period} - \text{Period served after incurred completion of the course}}{\text{Duration of the Bond Period employee's}}$$

3.2 Notwithstanding the provisions in this agreement, the Company reserves the right to terminate this Agreement and recall the Employee to Malaysia at any time during the duration of the Training for any reason and without prejudice to its rights to claim from the Employee any authorized cost or expenditure incurred by the Employee under this Agreement.

4. NOTICES

All notices and communication under this agreement shall be in writing and shall be delivered personally, by registered mail or by facsimile (with a confirmation copy sent by registered mail), to the address of the parties as follows:

To the Company: DBC ASIA HEALTHCARE SDN BHD
AMPWALK, SUITE 2.11, SECOND FLOOR
218, JALAN AMPANG, 50450 KUALA LUMPUR

To the Employee: JANICE TAN LAY YEN
5061-C, KLEBANG BESAR
75200 MELAKA

5. WAIVER

No failure or delay of either of the parties to enforce any provision of this Agreement shall affect the right of that party to require full performance of the provision at *any time* thereafter. Any waiver of a breach of any provision shall be valid only if in writing and shall not constitute a waiver of any subsequent breach thereof.

6. HEADINGS

Headings have been inserted in this Agreement for reference purposes only and shall be disregarded in the interpretation of this Agreement.

7. **SEVERABILITY**

If any one or more of the provisions contained in this agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired.

8. **GENERAL**

The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter.

9. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and parties to this jurisdiction submit exclusively to the jurisdiction of the courts of Malaysia.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

Signed by

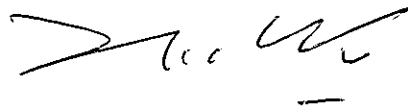
Wee Hock Kee

Chief Executive Officer

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The Company

Signed by

JANICE TAN LAY YEN

) DBC ASIA HEALTHCARE SDN BHD

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In the presence of

Hemalatha A/P Periasamy

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