

HEALTHWORKS

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ChiroKinesis HealthWorks Sdn. Bhd.
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15th Oct 2018

PRIVATE & CONFIDENTIAL

Ms Hwee Ching Yee
No 2, Jalan 6138A,
Taman Sri Sinar,
Segambut

Dear Ching Yee

APPOINTMENT AS PHYSIOTHERAPIST

We are pleased to offer you employment under the following terms and conditions:

1. DESIGNATION

You will be designated as **Physiotherapist**.

2. COMMENCEMENT OF WORK

You shall commence work on **1st November 2018**.

3. MONTHLY REMUNERATION

Your monthly basic salary is RM2,800.00 (Ringgit Malaysia Two Thousand and Eight Hundred Only).

You hereby undertake to keep in confidence all information related to your remuneration and all other financial benefits provided to you by the Company for the entire duration of this contract and upon its cessation. You shall not disclose the same to any employee of the Company and/or any third party.

4. WORK BASE / LOCATION

Your work base shall be at Lot 3-5, Level 2, VERVE Shops, Lot 8 Jalan Kiara 5, Mont Kiara, 50480 Kuala Lumpur or such other places of work as decided by the Management.

5. EMPLOYEES PROVIDENT FUND & SOCSO

Monthly contribution to the Employees Provident Fund (EPF) & SOCSO shall be at legislated statutory rate.

6. MEDICAL EXAMINATION

Your employment will be subjected to you passing the medical examination by our Company Doctor with satisfactory reference.

7. PROBATIONARY PERIOD

You will have to undergo a probationary period of six (6) months from the date of commencement of your employment with the Company.

During the period of probation, an appraisal will be conducted by the Company to assess your performance as well as conduct and character to ascertain your suitability for the position. The Company shall have the discretion to extend the probationary period or terminate your services based on your overall performance (including conduct and character). Payment of salary will be until your last working day for non-confirmation of service.

On successful completion of your probationary period, you will be given a letter of confirmation.

8. ANNUAL INCREMENT / BONUS

Annual increment/Bonus will be based on your performance and will be at the sole discretion of the Company.

9. TRANSFER / SECONDMENT

The Company has the sole discretion to second or transfer you to any associated company, and/or subsidiary, affiliate and/or brand office of the Company, existing as of now and in the future, locally or overseas, from time to time, if it is deemed necessary and you hereby acknowledge that you are entering into this appointment with the full knowledge and acceptance of the Company's right to assign as aforesaid.

10. TERMINATION

The party that intends to effect the termination of service during the probationary period shall give to the other, one (1) month's written notice or the equivalent of one (1) month's salary in lieu of such notice.

Upon confirmation, employment may be terminated by giving two (2) months' written notice or the equivalent of two (2) months' salary in lieu of such notice. Such notice shall be given by the party that intends to effect termination.

Notwithstanding the above, your employment may be terminated by the Company at any time without notice or salary in lieu in the event of misconduct. The Company may summarily dismiss you for any misconduct, or action that is inconsistent with the expressed and/or implied condition of service. Such dismissal also applies during the period of probation. Payment of salary will be until your last working day for such termination.

11. RETIREMENT AGE

The retirement age for all staff is sixty (60). In the absence of a birth certificate, the date of birth as shown in your identity card shall be deemed to be the date of birth for the purpose of determining the retirement age.

12. RESPONSIBILITIES

You shall report to Mr Lian Yun-Perng or any other person designated by the company.

12.1 Job Functions

All duties related to physiotherapy.

13. WORKING HOURS / DAYS

Your working hours shall be as follow with a lunch break of 1 hour:

Tuesday & Thursday	- 8.00am to 3.30pm
Wednesday	- 12.30pm to 8.00pm
Friday – Sunday	- 9.30am to 5.00pm

Your off day will be on Monday and you are expected to work beyond the normal hours as may be necessitated by the demands of your job or at other times as may be required by the Company. The Company reserves the right to vary the working hours and/or days and commencement time, when necessary.

14. BENEFITS

14.1 Annual Leave

Your annual leave entitlement shall be:

Below five (5) years' continuous service : 18 working days

Five (5) years' continuous service : 21 working days

Annual leave is to be taken at such reasonable time or times as may be approved by the Company. All leave entitlement must be utilized during the duration of this contract period.

14.2 Public Holidays

You shall be entitled to paid public holidays as gazette by the Government.

14.3 Medical Leave

You shall be entitled to paid medical leave as stipulated below, subject to submission of a sick certificate issued by a medical practitioner certifying your inability to work.

<2 years' service	: Maximum of 14 days per year
2 years to <5 years' service	: Maximum of 18 days per year
5 years & above service	: Maximum of 22 days per year

14.4 Hospitalization Leave

You shall be entitled to paid hospitalization leave of 60 days (inclusive of medical leave taken) per year. In the event that hospitalization leave is exceeded for any reason, corresponding salary deductions will be made in respect of such excess leave.

14.5 Outpatient Medical

You and your accompanying dependents shall be entitled to claim for outpatient medical expenses, including specialist treatment, up to a maximum of RM60.00 per visit, supported by original medical bills and/or receipts. The maximum outpatient medical per year is RM1,500.00 or pro-rated accordingly for the period thereof.

Out of this annual entitlement, you may utilize up to a maximum of RM300.00 for dental benefits. The dental benefits is not extended to your dependents.

14.6 Group Hospitalisation & Surgical Insurance

You shall be covered for hospitalization and surgical treatment under the Company's Group Hospitalisation & Surgical Insurance Scheme, details of which are shown in the attached schedule. All medical expenses incurred and which are not payable under the insurance scheme for whatever reasons, shall be personally borne by you.

14.7 Group Personal Accident Insurance

You shall be covered under the Group Personal Accident Insurance Scheme 24 hours a day worldwide in the event of death or permanent disablement as a result of injuries suffered in accidents. The insured sum shall be equivalent to 48 times your monthly basic salary.

15. TAXES

- A The employee is responsible for and shall pay any and all tax liabilities including tax-on-taxes which may arise on account of all remuneration, perquisites and benefits-in-kind paid and provided by the terms and conditions of the Employee's contract of employment, as per the Malaysian Income Tax Act 1967.
- B In the event that the employee has other taxable income, it is the responsibility of the Employee to declare this income and to pay the tax thereon.
- C In accordance with Section 83(3) of the Malaysian Income Tax Act 1967, upon the termination of service, the Company shall withhold whatever monies due to the Employee until clearance is obtained from the Malaysian Income Tax Department. The Employee is responsible to clear his own tax.

16. CONFLICT OF INTEREST

The Employee agrees during the term of this contract not to engage in any business or occupation part-time or otherwise, other than as full time Employee of the Company and not to engage in any other activity which would be in conflict with the Employee's responsibilities under this contract.

17. CODE OF CONDUCT AND ETHICS

You shall be required to comply with the terms and regulations of the Code of Conduct and Ethics of the Company. Failure to comply with the Code of Conduct and Ethics shall subject you to disciplinary action.

A Company Property

You may be assigned Company property in the course of your employment with the Company. The Company property assigned to you is strictly for the purpose of discharging your duties and responsibilities for the Company. You shall not utilize the Company property for any purpose not related to Company work.

The Company property assigned to you shall be and remain the property of the Company at all times and shall be handed over by you to the Company immediately at any time requested by the Company or upon your resignation from the Company or termination of your contract of service with the Company.

You shall be fully responsible for the Company property assigned to you wherein you are expected to take all effort to maintain and/or handle and/or keep in good care the Company property in your possession. You shall notify the Company immediately of any damage or loss of the Company property under your possession.

B Activities Outside the Company

Staff shall serve the Company in their capacity so as to devote their time and attention to the service of the Company and shall not be engaged or involved in any business or activity that conflicts with the interest of the Company or which interferes with the discharge of their duties and responsibilities. Staff shall also not be engaged or involved with any occupation or business of any other Company in whatsoever manner. Staff shall use their best endeavors to improve and extend the business of the Company and shall at all times faithfully and honestly discharge their duties.

C Confidential Information

You shall not at any time during the period of your employment or after the termination of your appointment with the Company except by the direction or with the expressed written approval of the Company, divulge either directly or indirectly to any person or company any knowledge or information which you may acquire during the course of or incidental to your employment by the Company concerning the affairs or properties of the Company/its associates/subsidiary companies or any business or property associated/related to companies it may be or may have been concerned or interested.

It is hereby expressly agreed and acknowledged by you and the Company that this offer of employment between you and the Company herein shall supersede any previous discussions or understanding, whether written or verbal.

Please indicate your acceptance of the above appointment by signing and returning the duplicate copy of this letter to us.

Yours sincerely
CHIROKINESIS HEALTHWORKS SDN BHD



DATO' LOY TBIK NGAN
Director

I, _____ (I/C No. _____) do hereby accept the terms and conditions of my Employment as set out hereinabove.

Signature : _____

Date : _____