

To: **YEO SIAO HUAN (NRIC No: 910620-01-5282)**
No 36, Jln Seri Bkt Segambut 2,
Tmn Seri Bkt Segambut,
51200 W. Persekutuan,
W. Persekutuan (KL).

Dear Miss,

Re: **LETTER OF EMPLOYMENT**

We, ZEN CHIROPRACTIC SDN BHD ("**the Company**") are pleased to appoint you as Physiotherapist subject to the following terms and conditions:-

1. Duration of Employment

- 1.1 Your employment with the Company begins on 2nd September 2018.
- 1.2 Your place of employment shall be at 8 Jalan Pantai Jerjak 15, Sungai Nibong, 11900 Bayan Lepas, Pulau Pinang or at such other places as we may from time to time direct (hereinafter referred to as "**Place of Business**").

2. To diligently and faithfully perform your duties as stated below: -

- 2.1 Assist the Doctor of Chiropractic in all forms of assistance.
- 2.2 Assist the Doctor of Chiropractic in diagnosing patients.
- 2.3 Converse and discuss with the Doctor of Chiropractic in coming up with treatment plans appropriate for the patients.
- 2.4 Give appropriate treatment to patients according to the Diagnosis and Treatment Plans made by the Doctor of Chiropractic.
- 2.5 Give appropriate exercises and rehabilitation to patients according to the Diagnosis made and as prescribed by the Doctor of Chiropractic.
- 2.6 Participate and assist in marketing activities and charities whenever necessary.
- 2.7 Keep the Company clean and tidy at all times.
- 2.8 Report to the Managing Director (or any other Heads that you are assigned to by the Managing Director) on all matters.
- 2.9 In addition to your normal duties, you may be required to undertake other duties from time to time, as well as be required to work at upcoming locations.

3. Expectations

- 3.1 Provide the highest standard of physiotherapy care to patients.
- 3.2 Demonstrated effective written and verbal communication skills including



negotiation skills and report/submission writing skills.

- 3.3 Demonstrate supervisory skills, with extensive experience in clinical supervision and coaching of newly joined Physiotherapist.
- 3.4 Maintain good behaviour and professionalism towards patients, staff members, and management team.
- 3.5 Maintain the highest standard of dress, hygiene and health on yourself.
- 3.6 Maintain a clean and healthy disposition and image of oneself.
- 3.7 Keep and maintain records and files with full confidentiality.
- 3.8 Ensure orderly and detailed record-keeping of patients' information and files.
- 3.9 To be punctual and be in the Company during your working hours (15 minutes before patient appointments).
- 3.10 To attend all trainings and meetings of the Company.
- 3.11 Keep the Company clean and tidy at all times.
- 3.12 Observe all quality system and procedures and safety regulations and operations.
- 3.13 Abide all our express and implied rules and the regulations.

4. Salary

- 4.1 Your fixed salary during the first 6 months of Probation is Ringgit Malaysia Two Thousand Five Hundred (RM2,800.00) only per month.
- 4.2 Your Salary shall be payable on or before the 7th day of each month.
- 4.3 Quarterly Profit Sharing will be given to you after you have completed your probationary period.

5. Other Ancillary Income

- 5.1 Quarterly Profit Sharing (QPS) - You shall be entitled to a quarterly commission. QPS will be calculated based on all Zen Services Provided (Chiropractic and Physiotherapy) and Product Sales carried out by your team, in which the rates will be based on a separate calculation by the approved by the Managing Director, subjected to change from time to time.

QPS will be paid one month and a half months after the closing quarter.

- i. QPS of January - March (Q1) will be paid on April 15th or earlier.
- ii. QPS of April - June (Q2) will be paid on July 15th or earlier.
- iii. QPS of July - September (Q3) will be paid on October 15th or earlier.
- iv. QPS of October - December (Q4) will be paid on January 15th the following year or earlier.

QPS will be given at the sole discretion of the company, which the items below will be taken into consideration:-



- i. Employee Diligence
- ii. Employee Competency
- iii. Employee Punctuality to Work
- iv. Number of Annual Leave and Sick Leave taken on that Quarter.

5.2. Red Packet

Red Packet will be given as a token of appreciation to the employee, at the sole discretion of the company, which the items below will be taken into consideration: -

- v. Employee Diligence
- vi. Employee Competency
- vii. Employee Punctuality to Work
- viii. Company Performance on the Closing Year
- ix. Number of days of Sick Leave remaining

6. Deductions

- 6.1 The Company is entitled, in its absolute discretion, to deduct from your salary any sums which you may owe the Company including, without limitation, any overpayments or loans made to you by the Company of losses or damage suffered by the Company, which in the opinion of the Company, is a result of your negligence or breach of the Company's procedures, rules and regulations, or the terms in this Agreement.
- 6.2 We shall be entitled to deduct from your salary any sum payable to the Inland Board of Revenue Malaysia, Employment Provident Fund, SOCSO, and other lawful deductions in accordance to the legislation or government requirements that may be imposed from time to time and become applicable and enforceable by law.

6A. Expenses

The Company will compensate you for reasonable expenses properly incurred while on official company business. All claims must be made on standard claim forms and supported with original receipts. Should you be in doubt as to what justifies an allowable expense, you should discuss this with the Company prior to incurring the expense. Expenses incurred while on official business travel may be claimed in accordance with the relevant policies.

7. Normal Hours of Work

- 7.1 The Company operates on five days week subject to changes from time to time.



You are required to work according to your shift during the operation hours of the Company which one hour may be taken for lunch or dinner.

- 7.2 You are to report to work 15 minutes before the operating hours of the Company for preparation.
- 7.3 You are to ensure all patients has completed their treatment course; your working area and equipment are clean and tidy before checking out for the day.
- 7.4 You will be expected to work additional hours to meet the demands of your role. The Company has taken these hours into account in setting your salary plus other ancillary income. You will not be entitled to overtime payment.

8. Annual Leave and Leave Without Pay

- 8.1 The annual leave (pro-rated) entitlement is set as follows: -

Years of Service	No. of Days
Less than two (2) years	10
More than two (2) years but less than five (5) years	13
More than five (5) years	16

- 8.2 You are required to submit a completed Leave Application Letter at least one (1) month prior to your intended leave dates.
- 8.3 Such leave shall be taken at times convenient to the Company and subject to approval from the Management.
- 8.4 Any leave not taken by you in any one year shall not be carried forward to the following year. Any leave not taken will be converted into Ringgit Malaysia One Hundred and Twenty (RM 120) Only per day at the end of the calendar year.
- 8.5 Employees are entitled to apply for a half day leave, in which the working time must be a minimum of half of the working hours on that day.
- 8.6 The Company has the right to close as of when the management deemed fit and necessary, which will deduct the leaves of the employee according to the working days.
- 8.7 You will be given a maximum of three (3) single separate distinct day of emergency leave that constitutes your paid leave, in which you are required to give twenty (24) hours advance notice. You are prohibited from taking more than (1) day of emergency leave. The days thereafter your emergency leave will be considered leave without pay.

9. Sick Leave

- 9.1 You are given: -




- 9.1.1 fourteen (14) days of sick leave per year; and
- 9.1.2 thirty (30) days in case of hospitalization.
- 9.2 You are entitled to sixty (60) days of maternity in case of confinement for female employee.
- 9.3 All leaves are non-cumulative and will be prorated for an incomplete year of service. The medical leave must be certified by a registered medical practitioner and supported by original medical certificates covering the period of absence.

10. **Matrimonial Leave**

- 10.1 The company will grant matrimonial leave for five (5) working days.
- 10.2 You are required to give the company a two (2) months' notice for matrimonial leave.
- 10.3 Every employee is only entitled to one (1) time Matrimonial Leave.

11. **Health Benefits**

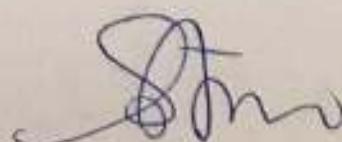
- 11.1 You are entitled to chiropractic care free of charge within the premises of the Company.
- 11.2 Medical bills of not exceeding Ringgit Malaysia One Thousand (RM 1000) Only for other medical and health services per calendar year, pro-rated.
- 11.3 Each claim to the Company must be presented with an accompanying official receipt from the health provider's office.
- 11.4 The medical bills shall only cover general outpatient medical expenses. The cover is broadly intended to cater for sickness or injury, and not cosmetic procedures including orthodontic treatment.

12. **Public Holidays**

- 12.1 You are entitled to all gazetted and published public holidays.
- 12.2 If a gazetted or published holiday falls on an off-day, the next working day will be off-day.
- 12.3 If the Company operates on an off-day, you will be entitled Ringgit Malaysia One Hundred and Twenty (RM 120) Only as off-day allowance.
- 12.4 If the Company operates on a gazetted or published holiday, you will be entitled Ringgit Malaysia Ringgit Malaysia One Hundred and Twenty (RM 120) Only as off-day allowance. One (1) day will be added back into the Annual Leave of the Employee.

13. **Termination**

- 13.1 The employment maybe terminated:-

- 13.1.1 either by the parties hereto giving the other party six (6) month's written notice of termination from employment; or
- 13.1.2 by the Company without notice or payment in lieu of notice if you are found guilty of any gross default or misconduct in connection with or affecting the business of the Company or in the event of any breach or non-observance of any of the stipulations contained in this letter which is materially detrimental to the Company's interest.
- 13.2 In the event that you terminate this employment, the Company reserves the right to decide your last working day.
- 13.3 Should you fail to attend work for more than two (2) consecutive working days without notifying the Company and without a reasonable excuse, you will be deemed to have abandoned your employment and the Company may immediately terminate your employment without notice. In these circumstances, you will be required to pay the Company an amount equal to your salary in lieu of notice, as set out in this letter.
- 13.4 Upon termination of employment, you are required, upon request of the Company, to promptly return or destroy (with written confirmation of such return or destruction) all Company property and documents in hard or electronic form.

14. **Ethical Practice**

- 14.1 You are not allowed to, without prior consent of the Company, offer any staff, patient or any third party any alternative form of therapy, health-related information, or grant personal request beyond the existing scope of Zen Chiropractic practice, including any complementary therapies, as set forth by the Company.
- 14.2 You shall not, without the prior consent of the Company, accept any gift or favour of whatever kind from any patient, patron, client, or supplier of the Company or any prospective patient or any third party in regards to any form of applied treatment or information involving or pertaining to the operations of the Company.

15. **Goodwill Protection and Non-solicitation:** -

- 15.1 During the duration of your employment with the Company: -
- 15.1.1 You shall devote the whole of your time, attention, and abilities during your hours of work for the Company to your duties to the Company. You shall not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during your hours of work for the Company.



15.1.2 You shall not, without the prior written consent of the Company, whether directly or indirectly, engage in, own any interest in, operate, or serve as an officer, director or be an employee of, or an independent contractor or consultant to, any entity that is similar to or in any way connected to or competitive with the business or practice of the Company or which could, in the opinion of the Company, impair your ability to act at all times in the best interest of the Company.

15.1.3 You shall not undertake the planning for, or organization of, any business activity that is competitive with the business or practice of the Company.

15.1.4 You shall not, without the prior written approval of the Company, remove from the Company's premises or centres or copy or allow others to copy the contents of any documents, computerized information, tape or any other items which contain Confidential Information or Intellectual Property.

15.1.5 You shall return to the Company upon the Company's request and, in any event at the termination of this employment, all documents, computer disk and tapes and any other item in your possession or under your control which belong to the Company or which contain any Confidential Information or Intellectual Property.

15.1.6 You shall upon the Company's request, delete all Confidential Information or Intellectual Property from any computer disk, tapes, or other reusable material in your possession or under your control and destroy all other documents or tangible items in your possession or under your control which contain or refer any Confidential Information or Intellectual Property.

15.1.7 During the period of twenty-four (24) months from the date of termination of this employment:-

15.1.7.1 You shall not engage in the practice of Chiropractic or Physiotherapy within twenty kilometres (20 km) of any premises that the Company is operating in.

15.1.7.2 You shall not be interested or engage in any business or operations involved in the practice of Chiropractic or Physiotherapy or any related business in competition with the Company within twenty kilometres (20 km) radius of any premises that the Company is operating in.

15.1.7 You shall not solicit, procure or accept the custom / patronage or business of or interfere with or entice away from the Company who is or was a patient or customer of the Company.



15.1.8 You shall not employ, solicit, procure or accept the services of or interfere with or entice away from the Company any person who is an officer, director, manager, employee, staff, executive or consultant of the Company.

16. Positive Work Environment

In order that the Company may maintain a positive work environment for all employees, you are required not to engage in or permit any fellow employee to engage in any sexual, racial, or other harassment of or discrimination against any person (whether or not a Company employee) in the course of your employment with the Company.

17. Professional Indemnity Coverage (Malpractice Insurance)

You are required to undertake Professional Indemnity Coverage (Malpractice Insurance) at your own expense.

18. Confidential Information

18.1 You hereby acknowledge and agree that: -

18.1.1 The duties of your employment include, without limitation, a duty of trust and confidence and a duty to act at all material times in the best interests of the Company.

18.1.2 The disclosure of any Confidence Information to any person or entity would place the Company at a serious competitive disadvantage and would cause immeasurable (whether financial or not) damage to the business or practice of the Company.

18.1.3 All and any Intellectual Property is the sole property and constitutes valuable trade secrets of the Company.

18.1.4 All the rights in all work performed by you, including any Confidential Information or Intellectual Property belong exclusively to the Company.

18.2 You hereby covenant and agree that: -

18.2.1 You shall use your best efforts to prevent any disclosure of any Confidential Information to any third party.

18.2.2 You shall use all and any Confidential Information or Intellectual Property only for the purpose it is given to you, irrespective of whether it was given to you with the express notification that is confidential or whether you have come to know of it in the ordinary discharge of your duties at work. You shall not disclose or divulge any Confidential Information or Intellectual Property to any other person or entity, or use any of the Confidential Information or Intellectual Property, alone or in



collaboration with any other person or entity, without the express prior written consent of the Company, at any time during or after the duration of this employment or Agreement.

18.2.3 You shall not take any action or perform any services that may constitute misappropriation or infringement or breach or passing-off of any of the Confidential Information or Intellectual Property.

18.3 You hereby acknowledge and agree that: -

18.3.1 Any actual or threatened misappropriation or infringement or breach or passing-off any of the Confidential Information or Intellectual Property will be actionable by the Company in a Court of law.

18.3.2 The Company is entitled to recover from you any loss or damage caused by any misappropriation or infringement or breach or passing-off of any of the Confidential Information or Intellectual Property, including actual damage, unjust enrichment and exemplary damages.

19. Changes to Your Terms of Employment

19.1 The Company is entitled to make reasonable changes to any of the terms and conditions of this employment or Agreement and will notify you in writing of such changes at the earliest opportunity and, in any event, within one (1) month after such changes has taken effect.

19.2 Such changes will be deemed to be agreed to and accepted by you unless you notify the Company of any objections in writing within fourteen (14) days after the signed receipt of written notice of the change.

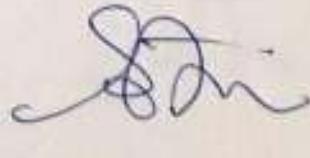
20. Definitions – In this Agreement, the following phrases shall, unless the context requires otherwise, have the following meanings: -

20.1 Confidential Information means all or any Corporate Information, Marketing Information, Technical Information, the Company's Intellectual Property and other information (whether or not recorded in documentary form on computer disk or tape or in whatever manner) which is not in the public domain, to which it owes an obligation to any third party: -

20.1.1 Which you shall acquire at any time during the duration of your employment with the Company.

20.1.2 Which is not readily or ascertainable to a person who is not connected with the Company, either at all or without a significant expenditure of labour, study, skill or money.

20.2 Corporate Information means all and any information (whether or not recorded



in any documentary form or on computer disk or tape or in whatever manner) relating to the practices, protocols, methods, plans, management systems, finances, business, opportunities or the search and development of the Company.

20.3 **Intellectual Property** means all and any intellectual property, including but not limited the Company's Confidential Information and to all and any practices, ideas, inventions, patents, copyrights, concepts, themes, trade marks, service marks, trade names, logos, devices or documentation, whether or not there are conceived, developed, written or contributed by you pursuant to the performance of your work or duties for the Company, either individually or in collaboration with others, all of which are the sole property and constitute valuable trade secrets of the Company.

20.4 **Marketing Information** means all and any information (whether or not recorded in any documentary form or on computer disk or tape or in whatever manner) relating to marketing or promotion or development of the services on products of the Company, including but not limited to targets, statistics, pricing, rates, surveys, plans, reports, techniques, advertising and promotional material, or the names, address, telephone numbers, e-mail address or any other particulars of any patient, patron, staff, employee, supplier, potential patient or any other contact of the Company.

20.5 **Technical Information** means all and any trade secrets, formulae, processes, inventions, designs, know-how, discoveries, technical specifications of equipment, or chiropractic, medical, health or fitness information, and other technical information (whether or not recorded in any documentary form or on computer disk or tape or in whatever manner) relating to the practice, procedures, methods, system, products or services of the Company.

21. **Miscellaneous**

21.1 **Waiver**

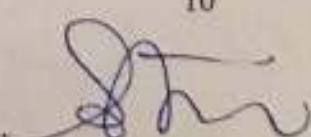
No failure or either party in exercising any of their rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the same any other provision.

21.2 **Illegality**

If any provision of this Agreement is held to be illegal or unenforceable under any applicable law, that provision shall be fully severable and be divisible from this Agreement. This Agreement shall be construed as if that provision was never part of this Agreement. This Agreement shall remain in full force and effect and shall not be effected by that provision or by its severance from this Agreement.

21.3 **Entire Agreement**





ZEN CHIROPRACTIC SDN BHD (1190605-H)

8, Jalan Pantai Jerjak 15,
11900 Bayan Lepas, Pulau Pinang,
Registered as Practitioner to the
Association of Chiropractic, Malaysia (ACM-102)
Contact Number: +60194724582

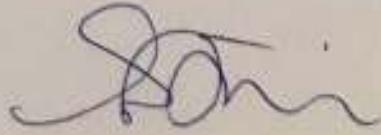
This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes any prior written or oral agreement between them relating to it and may not be modified or varied except on accordance with the terms of this Agreement.

21.4 Applicable Law and Jurisdiction

The laws of Malaysia shall apply to the whole of this Agreement.

21.4 Notices

Any notice or other communication to or by a party to this letter must be in legible writing and in English addressed as shown at the commencement of this letter or as specified by any party by notice to the other party.





ZEN CHIROPRACTIC SDN BHD (1190605-H)

8, Jalan Pantai Jerjak 15,
11900 Bayan Lepas, Pulau Pinang.
Registered as Practitioner to the
Association of Chiropractic, Malaysia (ACM-102)
Contact Number: +60194724582

I, YEO SIAO HUAN (NRIC No: 910620-01-5282) hereby agree to and accept the Letter of Appointment and the Terms and Conditions of Employment above: -

(YEO SIAO HUAN)
NRIC No: 910620-01-5282
Date: 30/08/2018



Signed on behalf of ZEN CHIROPRACTIC SDN BHD: -

(AARON LUM YEU ZEN)
NRIC No: 910811-07-5157
Managing Director and CEO
Date: 30/08/2018