

PRIVATE & CONFIDENTIAL

Date : 21 April 2021
Name : KOO JING YEE

Dear Ms KOO JING YEE,

LETTER OF EMPLOYMENT

We are pleased to offer you the position of **Physiotherapist** in WELL PHYSIOTHERAPY, OCCUPATIONAL THERAPY & SPEECH THERAPY CENTRE with effect from **15 MAY 2021** on the following terms and conditions.

1.0 LOCATION

The location of your employment shall be at Seri Kembangan Branch at the following address ZV-1-3A & 5, ZEVA RESIDENCE, PERSIARAN PINGGIRAN PUTRA, BANDAR PUTRA PERMAI, 43300 SERI KEMBANGAN, SELANGOR. However, the Company may require you to work at any of the Company's outlets, depending on the business requirements.

2.0 REPORTING

You are to report to the Branch Manager or any other person as directed from time to time by the Management during your employment period.

3.0 DUTIES AND RESPONSIBILITIES

Your duties and responsibilities will be as outlined at the interview, **including but not limited to as specified below and other job specifications that may be assigned to you from time to time.**

- a) Assess, treat, educate patients and their caregivers
- b) Participate in company events, talks, CSR projects, online (including social media) and offline marketing strategies as a team member.
- c) Prepare progress notes, professional letters/reports
- d) Achieve KPI goals and sales targets
- e) To adhere to all rules and regulations as stated in the latest employee handbook
- f) Carry out all instructions given by superior which may include administrative and managerial tasks
- g) Handle branch day-to-day operation issues
- h) Other duties as may arise from time to time and as may be assigned to the employee

4.0 WORKING HOURS

You are required to work as per Company's observed working hours which will not exceed 48 hours per week: 6 days a week 10am to 6pm with one off day on weekday. The Company reserves all the right to alter its working hours as it deems necessary.

5.0 REMUNERATION

Your basic salary will be RM2,600.00 (Ringgit Malaysia: Two Thousand Six Hundred Only) per month. Salary shall be paid by the Company monthly not later than the seventh day of the following month. The payment of the monthly wages shall be made through a bank account in the employee's name via the Company's appointed bank.

6.0 STATUTORY CONTRIBUTIONS

Company shall make deductions from your wages for the Employee Provident Fund (EPF), Social Security Ordinance (SOCSO) and Employment Insurance Scheme (EIS) in accordance with the statutory requirement.

7.0 PROBATION PERIOD

You are required to serve a three (3) months probationary period from the date you commence employment with the Company and the contract shall be renewed on a monthly basis until the confirmation of employment.

On satisfactory completion of service on probation, your appointment will be confirmed in writing. If it is deemed necessary, the Company reserves the right to extend the period of probation, or terminate the service, in its sole discretion.

8.0 TERMINATION NOTICE

If you do not report to work on the above date stated in this offer of employment letter, you are required to compensate the organisation amounting to one (1) month of the basic salary as stated in this letter for breach of contract.

During probationary period, your service with the Company may be terminated by either party with a fourteen (14)-day notice in writing or payment in lieu of notice. Upon confirmation, the period of notice shall be one (1) month or payment in lieu of notice on either party. You are not allowed to offset the notice period with your annual leave.

9.0 TRANSFER

You may be required to work as directed from time to time by the Company and will be subjected to transfer within the organization at the management's discretion.

10.0 LEAVE

- a) You are entitled to 14 days of annual leaves per financial calendar (August to July following year). A replacement public holiday will be given should you work on a public holiday. Minimum one week application is needed to apply for an annual leave. You are entitled to 1 Annual Leave per month during probation period. (Deducting from total of 14 AL).
- b) You are entitled to 14 days of paid sick leave per financial calendar.

11.0 MEDICAL BENEFITS

You are entitled to medical claim of maximum RM400 per year.

12.0 PRE-EMPLOYMENT PHYSICAL EXAMINATION

All new employee(s) shall hand in a completed medical check-up form to the company at least 7 days prior to reporting to work. The company reserves the right to terminate this employment contract if he/she is certified unfit to work by the registered medical practitioner.

13.0 CONFLICT OF INTEREST

You are directed to refrain from making any public statements, either written or spoken, that may be detrimental to company policies or decisions. You are not permitted to circulate any statements, whether written by you or another party, relating to matters concerning the Company.

During employment and for a period of two years after termination, you are prohibited from:

- a) soliciting or poaching any of WELL Healthcare Group patients
- b) engaging in any business that is in competition with WELL Healthcare Group.

In the event of a breach in the above terms, WELL Healthcare Group reserves the rights to take legal action including but not limited to claiming compensation for damages suffered.

14.0 FORCE MAJEURE

If during the term of this Agreement, due to labor disputes, government regulations, or because of the failure of broadcasting facilities due to war or other calamity (collectively, "Force Majeure") the Company in good faith believes it is unable to utilize Employee's services, the Company shall have the right upon twenty-four (24) hours prior notice to Employee to suspend Employee's services for the duration of such Force Majeure, or for any part thereof, and no compensation will be paid or accrue to Employee during any such period of suspension; provided that such suspension shall end as soon as such Force Majeure terminates.

15.0 FRUSTRATION OF CONTRACT

The Company may terminate Employee's employment at any time without Cause or Employee's disability. In the event the Company terminates Employee's employment without Cause or Employee's disability during the term of this Agreement, including any option periods, this Agreement shall terminate and the Company shall have no further obligation to Employee or Employee's surviving spouse, estate or legal representatives, except that (1) the Company shall pay Employee any amounts due as salary and bonuses earned at the time of such termination; (2) the Company shall continue the payment of Employee's base salary for a period of termination notice.

16.0 INTELLECTUAL PROPERTY RIGHTS

Upon termination of employment or at any time that the Company so requires:

- a) You will immediately and without demand deliver to the Company all original and copies of all Patients' Contacts/Information/Documents;
- b) You will not remove, copy, conceal, disclose, destroy or delete any Patients Contacts/Information/Documents, Restricted Information or Intellectual Property belonging to the Company; and
- c) You will notify the Company of any keys or codes, passwords used by you as part of your employment with the Company.

17.0 CONFIDENTIALITY

YOU SHALL NOT, WITHOUT THE CONSENT OF THE COMPANY, REVEAL, DISCLOSE OR SHARE INFORMATION WHICH IS DEEMED CONFIDENTIAL AND TRADE SECRETS BY THE COMPANY TO ANY THIRD PARTY (INTERNAL OR EXTERNALLY OF THE COMPANY). All assignments and tasks given to you by the company shall be deemed as strictly confidential. You shall not make use of the company's information, tools, materials, property and patient information to accomplish other than work-related tasks.

Outsourcing therapy service to the company's existing patients is also strictly prohibited. Breach of confidentiality will result in heavy penalty and/or immediate termination of service.

As an employee of this Company, you are subjected to company policies and procedures as outlined in the employee handbook and company specifications. As the Company periodically reviews its terms and conditions of service, it shall exercise sole discretion and right, to alter or amend any of the terms from time to time.

If you accept this offer on the terms stated, please sign and return the duplicate copy of this letter. If we do not hear from you within a week from the date of this letter, the offer of employment shall be null and void.

We look forward to welcoming you and receiving your cooperation and contributions.

Yours sincerely,

WELL ADV TRAINING SDN BHD

I, _____ (NRIC: _____) accept the term & conditions of this contract.

Signature : _____

Date : _____