

**EMPLOYMENT AGREEMENT**

THIS **EMPLOYMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made on [4<sup>th</sup> November 2025]

BETWEEN

The **URBAN SPORTS PHYSIO SDN. BHD.** [**Company Registration No.: 202401049280 (1595124-X)**] of 19, Jalan Austin Height 8/8, Taman Mount Austin, 81100 Johor Bahru, Johor (hereinafter referred to as "The Employer") of the first part,

AND

The Second Party AFIFATUSSOLEHAH BINTI RAZIHAN (NRIC No.000720-01-2000), of [BATU 15, KAMOUNG PARIT KALONG GANTONG 83200 SENGGARANG JOHOR] (hereinafter referred to as "The Employee") of the other part;

(The Employer and The Employee shall hereinafter be referred individually as "Party" and collectively as the "Parties", where appropriate).

WHEREAS:-

The Employer shall employ The Employee in accordance with the terms and conditions of this Agreement and subject to the laws, regulations, rules, national policies and directives of Malaysia.

IT IS HEREBY AGREED as follows:

## **1. COMMENCEMENT OF EMPLOYMENT AND DURATION**

- 1.1. The employment shall commence on 1st JANUARY 2026 for a period of two (3) years (hereinafter referred to as "Term of Employment") until either Party terminates this Agreement.
- 1.2. The Employer may extend the employment of Employee under this Agreement by giving written notice at least three (3) months prior to the expiry of the Term of this Agreement.

## **2. JOB TITLE**

- 2.1. The Employee's job title is JUNIOR PHYSIOTHERAPIST
- 2.2. The Employee's normal duties are as follows: list down ALL job descriptions and duties

### **1. Patient Care & Treatment**

Assist senior physiotherapists during assessments.

Carry out treatment plans under supervision (e.g., basic manual therapy, guided exercises).

Prepare patients for modalities such as ultrasound, TENS, heat/ice therapy, cryotherapy.

Guide patients through rehabilitation exercises and ensure correct technique.

Monitor patient progress and report updates to senior physiotherapists.

### **2. Patient Management**

Help with patient registration, history taking, and preliminary evaluations.

Educate patients on home exercises, posture, and injury prevention (using materials provided by the clinic).

Assist in maintaining accurate treatment notes according to clinic standards.

### **3. Clinic Operations & Support**

Set up treatment rooms before and after each session.

Maintain cleanliness and hygiene of equipment and therapy areas.

Assist in equipment management (checking machines, reporting faults).

Support senior physiotherapists during busy hours.

### **4. Administrative Duties**

Help with scheduling, confirmations, and follow-up messages to patients.

Assist in preparing documents (e.g., referral letters, progress reports).

Enter patient details into clinic systems or software.

### **5. Marketing & Engagement**

Participate in clinic promotional activities (e.g., taking photos of sessions with consent, preparing social media content).

Assist in explaining services to walk-in clients or enquiries.

Support clinic campaigns such as Google reviews, health awareness posts, etc.

### **6. Professional Growth & Learning**

Attend internal training sessions conducted by senior physiotherapists.

Keep updated with physiotherapy techniques and clinic protocols.

Participate in case discussions and skill development activities.

### **7. Cleaning & Maintenance (as required)**

Follow clinic cleaning roster (treatment rooms, equipment wiping, general tidiness).

Ensure treatment towels, linens, and supplies are stocked.

- 2.3. In addition to the normal duties, the Employee may from time to time be required to render such other duties and services as may be necessary to meet the needs of the Employer's business in.
- 2.4. In addition, you shall, during your employment with The Company: -
  - 2.4.1. Use your best endeavours to promote and protect the interests of the Employer;
  - 2.4.2. Faithfully and diligently perform all duties assigned to you by the Employer from time to time;
  - 2.4.3. Diligently handle and complete the tasks that have been assigned with minimal supervision;
  - 2.4.4. Devote the whole of your time, attention and skill exclusively to your duties and the business of the Employer, and shall personally attend thereto at all times during business hours and at other times as may reasonably be necessary;
  - 2.4.5. Not accept from any person employed by the Employer or having any business dealing with the Employer any gift, monetary or otherwise, which may place you under any real or apparent obligation to such person;
  - 2.4.6. Report to the Employer of any tips or gifts or bribes offered to you or received by you from any customers or clients of the Employer or any manpower agencies and any failure to do so shall be considered to be an act of dishonesty against the Employer; and
  - 2.4.7. Not at any time make improper use of information you have acquired by virtue of your position within the Employer to gain any advantage for you or for any other person, whether directly or indirectly.

### **3. PLACE OF WORK AND NORMAL WORKING HOURS**

- 3.1. The Employee's place of work will be at the office/business premise of the Employer which is currently at 19, Jalan Austin Height 8/8, Taman Mount Austin, 81100 Johor Bahru, Johor.
- 3.2. You are required to from Monday to Saturday. Ordinarily, working hours are from 9:00 a.m. - 7:00 p.m from Monday to Thursday, 9:00a.m to 6:00pm on Friday and 9:00 a.m. - 3:00 p.m on Saturday. Monday through Friday, including one hour (unpaid) for lunch.

### **4. PROBATIONARY PERIOD**

- 4.1. The first three (3) months of the employment shall be a probation period (hereinafter referred to as "Probation Period") which calculated from the date of the commencement of the employment stated in Clause 1.1.
- 4.2. During the Probation Period, either Party may terminate this Agreement by giving two (2) months written notice at any time during or at the end of this period with or without assigning any reasons.
- 4.3. The Employer reserves the right to extend the Probation Period for another three (3) – six (6) months if it deems necessary for assessing/reviewing the Employee's performance and suitability for continued employment.
- 4.4. If the Employee's performance is deemed to be satisfactory, the Employment shall be confirmed at the end of the Probation Period or earlier, at sole discretion of the Employer.

### **5. SALARY, BONUS AND ADVANCE WAGES**

- 5.1. The basic salary at the commencement of the employment will be Ringgit Malaysia **RM2500** only per month, payable on or before the 7th day after each

calendar month. An itemised pay slip with the details will be given to the Employee.

5.2. The Employee shall be entitled to the following fixed allowances per month:-

RM	: 0
RM	: 0
RM	: 0

5.3. Payment of bonus and increment (if any) is based on the Employee's performance, the Employer's profit and the overall market/economic condition and is solely at the absolute discretion of the Employer.

5.4. Any bonus payment to the Employee shall not form part of the Employee's contractual remuneration under this Agreement. If the Employer makes a bonus payment to the Employee in respect of a particular financial year of the Employer, it shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Employer at any amount.

5.5. Notwithstanding bonus payment mentioned in this Clause, the Employee shall in any event have no right to a bonus or a time apportioned bonus if the Employee has not been employed throughout the whole of the relevant financial year of the Employer; or their employment terminates for any reason or they are under notice of termination (whether given by the Employee or the Employer) at or prior to the date when a bonus might have otherwise been payable.

5.6. No advance wages will be payable.

5.7. The Employee's salary shall be reviewed annually by the Employer. The Employer is not obligated to award increment following salary review.

5.8. Unless the written consent of the Employee is obtained, the Employer may not deduct from the remuneration of the Employee (including the Employee's salary,

allowances, and any other payments if any) any sum other than those allowed under the Employment Act or ordered by the court.

## **6. COMMISSION**

- 6.1. The Employee shall be entitled to receive a commission in addition to their basic salary based on the Employee's performance and is solely at the absolute discretion of the Employer.
- 6.2. Any commission payment to the Employee shall not form part of the Employee's contractual remuneration under this Agreement.
- 6.3. The Employee shall in any event have no right to commission if the Employee has not been employed throughout the whole of the relevant financial year of the Employer or their employment terminates for any reason or they are under notice of termination (whether given by the Employee or the Employer) at or prior to the date when a commission might have otherwise been payable.

## **7. DEDUCTIONS**

- 7.1. Notwithstanding the above clause 6.7, there shall be deducted from the Employee salary and bonus (if applicable) all such sums which the Employer is entitled and authorized under the laws of Malaysia to deduct:-
  - 7.1.1. The Employee's contribution to Employees' Provident Fund (EPF);
  - 7.1.2. Social Security Fund (SOCSO);
  - 7.1.3. Employee's Insurance Scheme (EIS); and
  - 7.1.4. Any sums which the Employee may owe to the Employer including, but without limitation, any overpayments or losses suffered by the Employer as a result of the Employee's negligence or breach of Employer's rules/terms of this Contract.

## **8. REST DAYS AND PUBLIC HOLIDAYS**

- 8.1. The Employee is entitled to 11 paid Public Holidays that are gazetted under Employment Act 1955 and additional 3 days for Deepavali.
- 8.2. The Employee is entitled to rest day on every Sunday.

## **9. ANNUAL LEAVE**

- 9.1. Upon confirmation as permanent employee, the Employee is entitled for paid annual leave of:
  - 9.1.1. 14 days for every twelve (12) months of continuous service with the Employer for the first two (2) years with the Employer; and
  - 9.1.2. 16 days for every twelve (12) months of continuous service with the Employer from third year onwards; and
  - 9.1.3. 21 days for every twelve months (12) of continuous service with the Employer from the sixth year onwards.
- 9.2. The Employee under probation are not entitled to any annual leaves and leave taken during the probation period (if any) will be deemed as unpaid leave unless sick leave in the manner specified in paragraph 10 below.
- 9.3. If the Employee's employment commences or terminates part way through the year, his or her entitlement to the annual leave during that year will be assessed on a pro rate basis and deductions from final salary due to the Employee on termination of employment will be made in respect of the annual leaves taken in excess of entitlement.
- 9.4. Annual Leave must be taken at times convenient to the Employer and at least twenty one (21) days' advance notice to take Annual Leave must be given to the Employer. [No more than seven (7) days' Annual Leave may be taken at any one

time unless permission is being given by the Employer through the Employee's Manager.]

- 9.5. Annual leave is to be taken during the year when such leave is due and may not be accumulated without prior approval and consent of the Employer in writing.

## **10. SICK LEAVE AND MEDICAL BENEFITS**

- 10.1. The Employee shall, after examination by a registered medical practitioner duly appointed by the Employer or a medical officer of the General Hospital or Government Clinic, be entitled to paid sick leave of a maximum of fourteen (14) days in the aggregate in each calendar year. Online medical leave shall not be accepted by the Employer and shall be deemed as unpaid leave.
- 10.2. The Employee shall not be entitled to paid sick leave during probation period and any such leave if taken shall be deemed as unpaid leave.
- 10.3. The Employee shall not be entitled to paid sick leave for the period during which she is entitled to maternity benefit or for any period during which he or she is receiving any compensation for disablement under the Workmen's Compensation Act, 1952, or any periodical payments for temporary disablement under the Employees Social Security Act, 1969.
- 10.4. The Employee shall be entitled to Hospitalization leave of 60 days per calendar year which is inclusive of the 14 days outpatient medical leave (if any).
- 10.5. The Employee shall be entitled to compassionate leave of 3 consecutive days for death or critical illness of immediate family members only limited to spouse, parents, children, siblings, grandparents, parents-in-laws.
- 10.6. The Employee will be further entitled to the additional medical benefits of:-

- 10.6.1. The Employer will reimburse for the cost of medical expenses limited to dental, medical, physiotherapy, TCM and work related training courses which shall be capped at RM300-00 per claim per year subject to the production of original receipts from any of the registered private clinic or government hospitals within three (3) working days from the date of the receipt; and
- 10.6.2. Employee with more than 3 months of continuous service will be reimbursed for medical consultation in the event of hospitalization

## **11. NOTIFICATION OF SICKNESS OR OTHER ABSENCE**

If the Employee is unable to attend work for any reason and the absence has not previously been authorized by the Employer, the Employee must inform the Employer of the fact of your absence and the full reasons for it on each working day of absence until the Employer is provided with a medical certificate, failing which the Employee shall be deemed as absent without reason and may be subject to disciplinary action.

## **12. MATERNITY/PATERNITY LEAVE**

The Employee is entitled for a paid maternity leave of 98 days or paternity leaves of 7 days consecutively granted in accordance with The Employment Act 1955, where any conditions must be met.

## **13. EMPLOYEE HANDBOOK AND CODE OF ETHICS**

The Employee shall comply with any rules, policies and procedures set out in the Employee Handbook and Code of Ethics as amended from time to time, a copy of which has been given to the Employee. The Employee Handbook and Code of Ethics are not part of this Agreement, and the Employer may amend it at any time to the

extend that there is any conflict between the terms of this Agreement and the Employee Handbook and/or Code of Ethics, this Agreement shall prevail.

#### **14. CONFIDENTIALITY**

- 14.1. The Employee must not at any time during or after his/her employment, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Employer or any information concerning the business of the Employer, its manner of operation, or its plans, processes, or other facts of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.
- 14.2. Both Parties hereby stipulate that as between them, the foregoing matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Employer, and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement.

#### **15. NON-COMPETITION AND NON-SOLICITATION**

- 15.1. You shall not, without the prior written consent of the Employer (which consent will be withheld only insofar as may be reasonably necessary to protect the legitimate interests of the Employer), for a period of twelve (12) months following the determination of the your employment hereunder for any reason whatsoever:
  - 15.1.1. solicit, induce or entice or endeavour to solicit, induce or entice from the Employer, or employ or engage, any person employed by the Employer in any executive, managerial, administrative or the clerks whom the you had personally dealt with in the course of your

employment whether or not any such person would thereby commit a breach of contract;

- 15.1.2. directly or indirectly whether on your own behalf or on behalf of any business of this concern person partnership firm company or other body act for any person, company or body who has at any time during the three (3) years immediately preceding such cessation been a client of the Employer save where prior written consent is given by the Employer and save expect for clients introduced to the Employer by you.
- 15.2. You shall not, at any time after the termination of your employment, hold herself out as having any present association with the Employer the for the purpose of carrying on any trade or business.

## **16. EMPLOYER'S PROPERTIES**

All equipment, documents, manuals, hardware and software provided for the Employee's use by the Employer, and any data or documents (including copies) produced, maintained or stored on the Employer's computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.

## **17. INTELECTUAL PROPERTY**

- 17.1. The Employee shall give the Employer full written details of all Invention and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of the Employment. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Employer absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Employer. The

Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Employer, be necessary to give effect to this Clause 17.1.

- 17.2. You shall not at any material time use and/or reproduce any contents, videos, photographs taken at the Employer's premises and/or for the Employer's business purposes for your own use and the same shall not be distributed and/or uploaded in any of the social media platforms.
- 17.3. The Employee hereby irrevocably waives all moral rights (and all similar rights in any jurisdiction) which he has or will have in any existing or future works referred to in Clause 17.1.
- 17.4. The Employee irrevocably appoints the Employer to be his attorney in his name and on his behalf to execute documents, use the Employee's name and do all things which are necessary or desirable for the Employer to obtain for itself or its nominee the full benefit of this clause.
- 17.5. The Employee agrees to take all steps necessary to protect the Intellectual Property and prevent any portion of it from entering the public domain or falling into the hands of others not obligated to maintain the secrecy of the Intellectual Property.
- 17.6 For the purpose of this Clause:-

“Invention” means any invention, idea, discovery, development, improvement or innovation whether or not patentable or capable or registration, and whether or not recorded in any medium.

“Intellectual Property Rights” means patents, rights to Inventions copyright, trademarks, trade names and domain names, rights in good will or to sue for passing off unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets), and any other

intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## **18. OTHER EMPLOYMENT**

The Employee must devote the whole of his/her time, attention and abilities during working hour. The Employee may not, under any circumstances, whether direct or indirectly, undertake any other duties of whatever kind during the working hours.

## **19. TERMINATION BY NOTICE OR PAYMENT IN LIEU**

- 19.1. If the employment continues after the end of the probationary period, the period of notice to be given in writing by either party to terminate the employment shall be at least three (3) months' notice.
- 19.2. The Employer reserves the right, whether the Employee resigns or is dismissed, to terminate this Agreement and make a payment in lieu of notice.
- 19.3. On termination date, the Employee must return all Employer's property which is in the Employee's possession. The Employee will be liable to reimburse the Employer for any loss or damage to such property, except for fair wear and tear. The amount of such loss or damage shall be deducted from the Employee's final salary in the limits provided by the applicable legislation.

## **20. BREACH AND TERMINATION**

- 20.1. This agreement is breached and terminated when the Employee is guilty of misconduct, whether in the course of his/her duties or not, inconsistent with the fulfilment of the express or implied conditions of this agreement, including but not limited to the following:-

- 20.1.1. For dishonesty particularly the misappropriation of the Employer's assets of any kind including cash, fund and/or stocks;
- 20.1.2. For stealing and/or taking goods without authorization of the Employer;
- 20.1.3. Indecent and immoral acts during working hours;
- 20.1.4. Guilty of any criminal offences;
- 20.1.5. For wilful disobedience to lawful orders and instructions given by the Employer and or insubordination;
- 20.1.6. For lack of skill which the Employee has expressly or impliedly warrant himself/herself to possess;
- 20.1.7. For absence from work without leave from the Employer or absence without any reasonable excuse;
- 20.1.8. Declared bankrupt or make any arrangement or composition with creditors;
- 20.1.9. Discovered to have been gainfully employed elsewhere without the knowledge or approval of the Employer;
- 20.1.10. Ceases to be eligible to work in Malaysia.

20.2. The rights of the Employer under this Clause are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement by the Employee as having brought this Agreement to an end. Any delay by the Employer in exercising its rights to terminate shall not constitute a waiver thereof.

## **21. INDEMNITY**

The Employee shall be responsible to indemnify the Employer for any loss or damages against the Employer's Property as a result of the Employee's wilful acts and/or negligence.

## **22. SEVERABILITY**

If any provision of this Agreement herein contained or part thereof or any document incorporated hereto is rendered void, illegal or unenforceable for whatever reason

in any respect under any law, it is hereby declared that such clause or document so affected shall not in any way affect or impair the validity, legality or enforceability of the other terms or provisions herein contained which shall remain in full force and effect provided that such invalidity or unenforceability shall not substantially nullify the underlying intent of this Agreement and shall be deemed to be an independent provision and the Parties shall be at liberty to have such provision severed from the rest of this Agreement.

### **23. GOVERNING LAW**

- 23.1. **Applicable Law.** Both Parties agree that in carrying out their responsibilities under this Agreement, they shall comply with all laws of the Malaysia, and if any party intentionally or unintentionally violates the law, resulting in the other party being sued, the party violating the law shall indemnify the other party against such claims.
- 23.2. **Exclusive Jurisdiction.** Any disputes or actions arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts in Malaysia.

### **24. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

### **25. CHANGES TO THE TERMS OF EMPLOYMENT**

- 25.1. The Employer reserves the right to make reasonable changes to any of the terms and conditions of employment and will notify the Employee in writing of such

changes at the earliest opportunity and, in any event, within one month after such changes have taken effect.

25.2. Such changes will be deemed to be accepted unless the Employee notifies the Employer of any objection in writing before the expiry of the notice period.

## **26. NOTICES**

26.1. Any notice, approval, consent, request, or other communication required or permitted to be given or made under this Agreement shall be in writing in the Malay or English language and shall be deemed to have been duly given if delivered by hand or sent by registered post to the address or emailed to the email address of the Employer or the Employee as follows:

For the Employer:

**URBAN SPORTS PHYSIO SDN. BHD.**

19, Jalan Austin Height 8/8, Taman Mount Austin, 81100 Johor Bahru, Johor

Telephone no: +60 14-662 5409

Email: urbansportsnrehab@gmail.com

For the Employee:

**AFIFATUSSOLEHAH BINTI RAZIHAN**

NRIC No.0000720-01-2000

BATU 15, KAMOUNG PARIT KALONG GANTONG 83200 SENGGARANG JOHOR

Telephone no:+601115686020

Email:afifasolehah79@gmail.com

26.2. If there is any change in address, telephone number or email for any Party as stated in Clause 26.1, the respective Party shall notify the other Party in writing within seven (7) days from the date of the change of the new address, telephone number or email.

26.3. If no notification is given by any Party as stated in this Clause, any notice addressed to the address or email stated in Clause 26.1 above shall be deemed valid and effective under this Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**TO WITNESS THE ABOVE** the parties have set their hands and seals the day and the year first above written.

**The Employer**

**URBAN SPORTS PHYSIO SDN. BHD.**

**[Company Registration No.: 202401049280 (1595124-X)]**

.....  
Signed by Authorized Signatory

Designation:

**The Employee**

**ACKNOWLEDGEMENT**

Afifatussolehah  
I, Binti Razihan I.C. No. 000720-01-2000 hereby confirm that I have read and fully understood the contents of this Agreement and I hereby confirm my acceptance of all the terms and conditions herein.

Signed by the Employee



.....  
Name: Afifatussolehah Binti Razihan

Witness:

.....  
Signature

Name:

I.C. No.