

15th November 2021

Deepali Sahu (passport no: P9068253)
BSP 21, Saujana Putra,
42610 Selangor.

CONTRACT OF EMPLOYMENT

We are pleased to offer you employment with EPINK HEALTH SDN BHD (1312237-W). (“the Company) on the following terms and conditions of employment:-

1. POSITION

- a) Job Title: Junior Physiotherapist Cum Business Developer**
- b) Department: Healthcare**

2. COMMENCEMENT DATE

- a) Your commencement date shall be 1st December 2021

3. SALARY

- a) You will be paid a salary of **RM 2500.00 (Ringgit Malaysia Two Thousand Five Hundred Only) per month**. (Please note that confidentiality of your salary should be maintained at all times.)
- b) Payment of salary shall be via company designated bank
- c) EPF and SOCSO contribution will be made as required by the Malaysian Government.
- d) Any and all allowances, bonus, salary increment or revision shall be based on your job performance and will be payable at the discretion of the Company.
- e) **RM 50.00 as lunch meals allowance** (supported by original receipt) and **RM 100.00 as transport allowance** (supported by original receipt/ticket) will be accommodate monthly.

4. RESPONSIBILITIES

- a) Your purpose include
- b) Those responsibilities as dictated in *Appendix A “Job Description - Junior Physiotherapist Business Developer”*, which may be amended from time to time;
 - i. Work closely with all internal parties and external parties to coordinate, manage all aspect of services required;
 - ii. Perform other general office and administrative work as necessary to the functions of the company including but not limited to upkeep of company resources, invoicing and other related assignments; to carry out other duties and job functions as may be assigned to you when the need arises.
 - iii. You may also be required to carry out other duties and job functions as may be assigned to you when the need arises.
- c) Your responsibilities also include
 - i. Conducting yourself in a professional manner befitting the expectations (either explicit or implied) associated with your position;
 - ii. Adopting and complying with the published policies throughout your tenure at the Company;
 - iii. Exercise professional scrutiny and judgement before undertaking a course of action that does not fall under the published policies;

- iv. Being vigilant in ensuring the security of sensitive data by reporting and highlighting potential or compromised breaches in information security;
- v. Consult appropriate personnel whenever faced with situations that may potentially expose and/or jeopardize the integrity of information;
- vi. Allocating personal attention to memorandum communicated by the Company;
- vii. Actively participating in trainings/events/activities organized by the Company;
- viii. Nurture a vested interest in sharing ideas and educating fellow co-workers towards mutual enrichment of knowledge.

5. PROBATIONARY PERIOD

- a) You will serve a probationary period of **three (3) months** in the first instance and the probationary period may be extended, if required, at the discretion of the Company.
- b) Upon completion of this probationary period, subject to the Company's appraisal of your work performance, you will be confirmed to your appointment with a letter of confirmation from the company.
- c) During the probationary period, you may terminate this contract of employment by giving **one (1) month's notice** in writing to the Company.
- d) During the probationary period, subject to the Company's appraisal of your work performance, the Company may terminate this contract of employment by giving twenty-four (24) hours' notice in writing and without the need to specify the reasons thereof.

6. HOUSE OF WORK

- a) Your working hours are as follows (you may choose one of the working schedules):-
 - i. **Monday to Friday** - **9am - 6pm / 10am - 7pm / 12pm - 9pm**
 - ii. **Saturday** - **Half day (flexibility allowed based on task)**
 - iii. **Sunday** - **Off day**
- b) At the discretion of the Company to meet business turnaround time needs, you may be required to work overtime and on public holidays.

7. TRANSFER

- a) At the discretion of the Company, you may be transferred between departments and to/from associated companies for the benefits of the Group as a whole.
- b) The Company reserves the right to transfer, second, reassign, and/or relocate you to any department, branch, subsidiary, associate or location within the group of Companies be it locally or internationally for the benefits of the Group as a whole. In addition, the Company reserves the right to assign you on a temporary or one-off basis within its group of companies/associate companies to perform works as required.

8. ANNUAL LEAVE

- a) Upon confirmation of employment, you are entitled to **14 working days' leave per annum**, in direct proportion to the number of completed months of service. Any fraction of less than 0.5 shall be disregarded and any fraction of more than 0.5 shall be deemed to be one day.
- b) Leave accumulation to the next year is only allowed until 31st March of next year. Any unused leave after the said date will be forfeited. No encashment will be given for unutilized leave. Your leave entitlement will be calculated on the following basis:-

<u>Leave entitlement in a contract</u>	X Number of months worked
12 months	

9. SICK LEAVE AND MEDICAL BENEFITS

- a) You will be granted the following medical benefits:
 - i. Sick leave of maximum 12 days per annum, (60 days per annum if hospitalization is necessary), supported by government doctor's medical certificates or ePink Health panel clinics only. Any medical leaves taken in excess of the maximum 14 days (or 60 days where applicable) would be treated as No Pay Leave.
 - ii. You are required to declare your fitness for employment and further required to disclose any illness, medical or physical disability which you have suffered or which you are suffering from which would affect your fitness for employment. Should it be found after employment that you have misrepresented or not disclosed, inter alia, material facts regarding any illness, medical or physical disability, it shall be deemed to be sufficient cause for the Company to terminate your services without notice and the Company shall not be liable to any claims for benefits thereafter.
 - iii. You are eligible to claim outpatient or clinical medical benefits on reimbursement basis up to an overall limit of **RM 600.00 per annum** if treatment is sought at Company's Panel Clinics upon confirmation of employment.

10. TERMINATION

- a) Termination of contract hereunder shall be **three (3) month's notice** or salary in lieu thereof without any reason assigned.

11. DISMISSAL

- a) The Company may after due inquiry dismiss without notice an employee employed on the grounds of misconduct inconsistent with the fulfillment of the expressed or implied conditions of service.

12. CONFIDENTIALITY

- a) You shall not without prior written consent of the Company, give or release to any person not employed by the Company any data or information concerning the Company or any of its associate/related companies, which the Company regards as a confidential nature. Such data or information includes trade secrets, processes, methods, advertising or promotional programmes, plans, earnings, financial or business forecasts, discoveries or competitive bids.
- b) It is expressed and implied term that at all time, you are to keep secret all transactions of the Company including those of its group and its customers. Any breach of secrecy will be subjected to such disciplinary action as Company considered appropriate. The employee may also be dismissed without notice in case of breach of confidentiality and/or major professional mistake. In which case, the clause relating to notice of termination is invalidated by the employee's default.
- c) You shall not pass on confidential information to other employees of the Company unless there is a proper need in the course of employment for the recipient of the information to be advised.
- d) You shall not either during the continuance of your employment hereunder or thereafter except in the proper course of your duties in your position to divulge to any person whosoever and shall use your best endeavor to prevent the publication or disclosure of any trade secrets or any information concerning the business of finance of the Company or any dealings transactions affairs which may come to your knowledge during or in the course of your employment.

- e) You shall also not to use such data or information which is not generally known to the public for personal gains or advantages and/or not in the best interest of the Company.

13. INFORMATION SYSTEM SECURITY

- a) You shall not commence any performance under this contract until you (1) have received a security briefing about the confidentiality, data protection, ethics, appropriate use of the company's equipment and facilities, as well as reputable practices expected by the Company and (2) have signed a "Confidentiality and Data Security Agreement". ("User Security Agreement"). A sample of this User Security Agreement is provided as an Attachment to this contract;
- b) By signing the aforementioned User Security Agreement, you will be acknowledging your responsibility to properly use and safeguard all information technology resources and information related thereto;
- c) You shall only access those areas of the Company's information technology resources(e.g computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or approved by the Company's director or personnel in-charge of the Information Security system in writing, as necessary for performance of the work under this contract. Any attempts by you to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract or approved in writing by the Company's director or personnel in-charge of the Information Security system is strictly prohibited. In the event of violation of this provision, the Company will take appropriate actions with regards to you.
- d) If you are given access to these security network from a remote location i.e in the case of home-working is a temporary privilege for the mutual convenience if offers while you perform business for the Company. It is not a right, a guarantee or a condition of the contract.
- e) Your access will be terminated for unauthorized use. You agree to hold the Company harmless and you will not request for additional time or money under the contract for delay resulting from unauthorized use.
- f) You may be dismissed from work in which you are deemed incompetent, careless, insubordinate, unsuitable or otherwise objection-able, or whose continued employment deems contrary to the public interest or inconsistent with the best interest of the Company's security. The Company reserves the right to bring any course of legal action deemed necessary against you in the event you are caught stealing or attempt to steal, disclose or attempt to disclose any confidential information protected under the Compnay's Information Security system. The Company shall also be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief or specific performance as a remedy in the event of any such breach.

14. RESTRAINT OF TRADE

- a) It is a condition of your employment that you do not divulge to unauthorized persons any information which may be deemed to be either commercially sensitive or secret. This undertaking will continue indefinitely even if you cease to be employed by any subsidiary or associated company of the Company. For a period of six months following termination of this contract, you will not directly or indirectly contact any customers of the Company or any of its subsidiary or associated companies, with a view to soliciting any business which any such company undertakes, or will you approach any employee of Company or any of its subsidiary or associated companies, with a view to offering such employees employment.
- b) Any discovery, inventions, secret process or improvement in procedure made or discovered by you in the course and scope of your employment with the Company which is capable of being used or adapted for use by the Company shall belong to and be the sole, absolute and exclusive property of the Company.
- c) Upon leaving the employment of the Company, any of this knowledge will not be used by you in connection with any new employment or business for a period of one (1) year.

15. CONFLICT OF INTEREST

- a) As a condition of your employment, you are required to devote your whole time, attention, energies and skills solely to the business of the Company, and you shall not be concerned or interested directly or indirectly in any business or work other than that of the Company.

16. RETIREMENT AGE

- a) At the Company's discretion, if you have reached the retirement age, you may be asked to return on a fixed term contract and this will be issued on a year by year basis.

17. BREACH OF CONTRACT

- a) It shall be deemed a breach of contract of employment should you at any time, from the date of this contract failed to observe the Company policies & procedures and code of practice. Amongst some but not limited to these, are:-
 - i. Fail to faithfully and diligently perform such duties on acceptance of such responsibilities as may from time to time be assigned to you.
 - ii. Fail to obey and comply with all legitimate orders and directions given to you by the Company.
 - iii. Fail to faithfully observe all the orders, regulations, procedures, practices and arrangement of the Company for the Company's properties, work and business.
 - iv. Carry on private trade or business by you or by sharing with other person or persons in competition with the Company, the nature of business or trade being identical to the business or trade of the Company in which the employees is employed.
 - v. Misbehavior or misconduct, examples of which include, but are not limited to, then following:- Absenteeism, breach of trust, dishonesty, corruption, stealing, cheating, fighting, gambling, substance abuse, insubordination, action that bring public disrepute to the Company, etc.
 - vi. In such event, this contract of employment will be terminated immediately without notice or compensation.

18. OTHER TERMS AND CONDITIONS

- a) Your other terms and conditions of employment, and the other conditions attached to the above-mentioned terms, shall be in accordance with the relevant section(s) of the Company Policies, a copy of which is available for your perusal at the Company's Intranet. The terms and conditions are subject to change as and when necessary by the Company, and any change to the term and conditions shall be applicable forthwith to all employees concerned of the Company.
- b) Where any information is not included in this contract of employment or there is confusion as to the terms of your appointment, you shall automatically governed by all the term and conditions of the Company's Policies.

19. COMPANY EQUIPMENT

- a) You shall take good and proper care of all company equipment that you are entrusted with.
- b) You must return all such equipment in good condition upon resignation, expiry of contract or as requested by the Company. The Company reserves its rights to take any actions as it deems fit for failure of returning any equipment belonging to the Company for any reasons whatsoever including making the necessary and appropriate deductions from your salary drawn for any damaged and/or lost equipment without having to notify you of the same.

We are pleased to welcome you to **ePink Health Sdn Bhd (1312237-W)** and we look forward to your long term career development with us.

Thank you. Welcome to our team!

Yours faithfully,

For and on behalf of
ePink Health Sdn. Bhd.



K KAVERI
Chairman

Employee Declaration

I, Deepali Sahu, I.C or Passport No. P9068253, read, understood and accept the above offer of employment. My working hour will be 9 am to 6 pm from Monday to Friday and Saturday half day as flexible hours. I agree to abide by the terms and conditions.


Signature

30/11/2021
Date

Appendix A

Job Description

Position: Junior Physiotherapist Cum Business Developer

Responsibilities

1. Meeting with patients to assess what their physical challenges are and deciding on suitable treatment programmes.
2. Monitoring the progress of patients and adjusting or changing treatments as needed.
3. Assisting patients registration process both in physical and online (via ePink Health app).
4. Updating and maintaining accurate patient case notes and reports.
5. Staying up to date regarding new physiotherapy technologies and techniques.
6. Complying with government physiotherapy regulations.
7. Research and identify new business opportunities - including new markets, growth areas, trends, customers, partnerships, products and services or new ways of reaching existing markets.
8. Generate leads and cold call prospective customers and meet with customers/clients in person or over the phone.
9. Think strategically, seeing the bigger picture and setting aims and objectives in order to develop and improve the business.
10. Work strategically, carrying out necessary planning in order to implement operational changes.
11. Have a good understanding of the businesses' products or services and be able to advise others.
12. All the successful business sales will be paid as commission amount for the achieved level of sales (*graduated commission*).
13. Content creation for the daily updates in companies' social media pages.
14. Discuss promotional strategy and activities with the team.
15. Seek ways of improving the way the business operates.
16. Attend seminars, conference and events where appropriate.
17. Last but not least, assist in build world changing companies!