

**PRO PAIN COMPANIONS SDN BHD
(1473531-U)**

R-01-09 & R-01-10
Emira Residence 4,
Jalan Akuatik A13/64A,
Seksyen 13,
40100 Shah Alam,
Selangor.

Tel: 03-5523 0198
E-mail: management.hrpng@gmail.com

9 October 2023

Miss Nor Aqida Solehah binti Nandar,
(IC Number : 011017-12-0572)
Lot 628 Kg Pasir Putih Baru,
Jalan Sin San,
91000, Tawau,
Sabah.

Dear Aqida,

OFFER OF EMPLOYMENT

We at Pro Pain Companions Sdn Bhd are pleased to offer you employment with **Pro Pain Companions Sdn Bhd** in the position of **Physiotherapist** on the terms and conditions set out in the following letter.

If you wish to accept the company's offer of employment, please return a signed copy of this letter to the **Pro Pain Companions Sdn Bhd** office by no later than **10 October 2023**.

1. Position

- a. You will be employed in the position of Physiotherapist at our company currently located at Seksyen 13, Shah Alam, Selangor. You may also be required to work at other locations from time to time as necessary.
- b. The terms set out in this letter will continue to govern your employment with the company despite any changes from time to time to your position, duties and responsibilities, remuneration, working hours or employment location unless otherwise agreed in writing.

2. Reporting

You will report directly to **Mr. Syarif Nurhidayat Bin Muzhaimy, Manager of Rehabilitation Department** or as directed by the Company from time to time.

3. Commencement

Your employment will commence on **16 October 2023** as agreed by the parties and will continue until terminated in accordance with this letter.

4. Remuneration

a. Fixed Remuneration

You will be paid fixed gross remuneration of **RM 1,700.00** on a monthly basis. The fixed remuneration is inclusive of salary, statutory and government contributions as stipulated by law in accordance with applicable legislation and paid on your behalf.

Monthly net salary	RM 1,501.45
Monthly EPF, SOCSO & SIP (employee contribution)	RM 198.55
Total fixed gross remuneration	RM 1,700.00

Upon confirmation of your employment, your salary shall be adjusted gross remuneration to **RM 1,900.00** on a monthly basis.

Your salary will be paid monthly by direct deposit into an account nominated by you.

b. Commission and Bonus

You are entitled to a monthly sales commission and service bonus that will be provided by the team manager and determined by the company in its absolute discretion.

c. Taxes

The employee shall bear all income tax payable on salaries, allowance and prerequisites provided however the company shall make the necessary deductions in accordance with Malaysian tax regulations.

d. All Statutory Deduction

The company will make the necessary deduction as stipulated by law.

e. Remuneration Review

Your remuneration will be reviewed annually and any increases will be at the company's absolute discretion. A review will not necessarily lead to an increase. Your next remuneration review will be effective in line with the company's annual review process.

f. Salary Confidentiality

Please note that salary matters are to be kept strictly confidential. Divulgence of salary information is construed as an act of gross misconduct and can result in the employee being terminated.

5. Probation period

Your employment will be subject to a probationary period of six months. During the probation period, the company will assess your suitability for the position. Subject to the terms of any applicable government legislation or an award, at any time during the probationary period, your employment may be terminated by either party giving four weeks written notice, or by the company making a payment of four weeks' pay in lieu of notice or part thereof.

6. Duties

- a. A position description outlining the primary duties and responsibilities of your position is attached. You may also be required to perform other duties as may reasonably be required by the company in addition to the duties set out in the position description.
- b. By accepting employment with the company, you agree honestly and faithfully to serve the company and use your best endeavors to promote its interest and welfare. Unless you are absent on leave, provided for in this letter, you agree to devote the whole of your time and attention during your working hours to the business of the company.

7. Working Hours

You are required to complete a minimum of 45 hours per week from Monday to Saturday. Your working hours and days are subject to change upon request by the team manager. You will need to follow the duty roster that will be adjusted to the operation hours of the centre from time to time.

8. Annual leave

- a. You will be entitled to **14 days'** paid annual leave for each year of continuous service; such leave is to be taken at times convenient to the company.
- b. During probation, the employee is entitled to utilize accrued Annual Leave earned.

9. Medical Benefits

Medical entitlement of **RM500** per annum is limited to yourself only (based on the Medical Benefits and Administration Policies) subject to the treatment being given by the clinics.

10. Transport and Other Allowance

The company will provide and pay for your parking at the centre if you commute using personal transport. The cost of any traveling which you may incur in the course of your work, outside of travel to your place of work, will be reimbursed to you in accordance with the company's policy.

11. Public holidays

You will be entitled to public holidays as confirmed by the company annually without loss of pay.

12. Termination

- a. Subject to clause 5, and 12(c), your employment may be terminated at any time by either you or the company giving two months' notice or by either party making a payment in lieu of notice for part or all of the notice period.
- b. The company may, at its sole discretion, for all or any part of the notice period, not require you to carry out your duties and attend the company's premises.
- c. If you are guilty of misconduct or otherwise commit a serious or persistent breach of a term of condition of this letter, the company may terminate your employment immediately without notice.

For the purpose of this clause, misconduct includes, but is not limited to:

- i. Any act of dishonesty;
- ii. Conviction of any indictable offence involving fraud or dishonesty or any other serious offence which is punishable by imprisonment (whether or not you are imprisoned)
- iii. Falling or refusing to comply with any reasonable lawful direction given to you by the company;
- iv. Breach of clause 13 of this letter
- v. Absence from the business of the company without leave for more than two days on which you are obliged to work (unless such absence is for bona fide compassionate reasons or is otherwise authorized by the company);
- vi. Breach of the company's policy on e-mail use and internet access;
- vii. Breach of the company's policy on equal opportunity and sexual harassment; or
- viii. Fighting or aggressive or intimidating conduct.

13. Confidential Information

- a. You will not, either during or after your employment, use or disclose to any person any confidential information; except:

- i. In the proper performance of your responsibilities and duties;
 - ii. If you are compelled by law and have used every lawful means available to you to prevent disclosure; or
 - iii. If you have been authorized in writing by the company to do so.
- b. You shall immediately deliver to the company all confidential information capable of delivery:
 - i. Upon the termination of your employment; or
 - ii. At any time on the request of the company or its nominee.
- c. You will delete, remove and destroy any and all customer related information retrieved or acquired during your employment with the company from all sources and/or repositories external to the company.

14. Intellectual Property

You acknowledge and agree that all intellectual property developed, created or conceived by you during your employment with the company, is and will be the sole and exclusive property of the company. You further acknowledge and agree that:

- a. full right, title and interest in and to copyright works created by you will vest in the company immediately on creation;
- b. full right, title and interest in all other intellectual property developed, created or conceived by you during your employment with the company is assigned to the company by you immediately upon creation.
- c. you will promptly execute all documents and do all things necessary to vest or assign full right, title and interest in the intellectual property in and to the company; and
- d. you grant the group (and any group member's licensees, successors in title and authorized agents consent to do or omit to do any act which would otherwise infringe your moral rights under the *Copyright Act 1968* (Cth) in relation to all copyright works you create or contribute to in the course of your employment.

15. Privacy

You acknowledge that for purpose related to your employment, that group may collect personal information about you. You agree that the group may use and disclose that information for any purpose related to your employment, and may retain such information, as part of its records after your employment has ended.

16. Surveillance

From the commencement of your employment, on an ongoing basis, your computer use, including your internet and email use will be subject to continuous monitoring through the use of software, in accordance with company policy.

17. Policies

The company's policies and procedures are available on request where they exist and in the company's policy and procedure manual and include the:

- (a) IT environment Policy;
- (b) Respect in the Workplace Policy; and
- (c) Workplace Health and Safety Policy

You must treat these policies and procedures as directions from the company. Subject to the terms of this letter you must comply with these policies and procedures, but they do not form part of this letter. Such policies and procedures are not incorporated into your employment contract and the company may vary, replace or rescind any policy or procedure from time to time at the company's absolute discretion.

You acknowledge that if and when you are required to work at a client's premises, you are required to comply with all reasonable directions, policies and procedures of the client, including those relating to security, access to facilities, any dress codes and workplace health and safety.

18. No waiver

No failure to exercise or any delay in exercising any right power or remedy under this letter of employment will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right power or remedy.

19. Severance

Any provision of this letter which is or become illegal, void or unenforceable in any jurisdiction:

- i. Is severable;
- ii. Will be ineffective and severable in that jurisdiction to the extent of the illegality, voidness or unenforceability;
- iii. Will not invalidate the remaining provisions of this letter; and
- iv. Will not affect the validity or enforceability of that provision in any other jurisdiction.

20. Previous understanding and agreements

This letter, which includes the attached position description:

- i. Constitutes the whole of the terms and conditions of your contract of employment with the company; and
- ii. Supersedes all previous agreements, arrangements, understandings or representations in relation to your employment with the company.

21. Governing law

This letter is governed by and is to be construed in accordance with the laws of Malaysia.

22. Survival of obligations after termination

- a. Clauses 13 and 14 will remain in full force and effect and survive termination of your employment with the company.
- b. The company shall be entitled to injunctive relief as well as damages for any violation of this agreement post termination.

23. Definitions

For the purpose of this letter:

Confidential Information means all information regardless of the manner in which it is recorded or stored, including but not limited to information in an electronic form, relating to the business interests, methodology or affairs of the group, or any person or entity with which the group deals or is concerned with.

Group means the company and each related body corporate.

Intellectual Property means patents, trademarks, copyright, and designs, whether registered or unregistered, and software developments, computer programs, eligible layout rights, know-how, processes, inventions and improvements in procedure made or discoveries conceived.

Personal Information has the same meaning as is given to that expression in the *Privacy Act 1988 (Cth)*.

Sensitive Information has the same meaning as is given to that expression in the *Privacy Act 1988 (Cth)*.

Please return a signed copy of this letter to me to indicate that you accept the company's offer of employment set out in this letter. If you have any questions about the terms and conditions contained in this letter, please contact Nursyahidah binti Ahmad.

Yours sincerely,

Mohd Shahir bin Anuar

Pro Pain Companions Sdn Bhd.

I have read and accept employment with **Pro Pain Companions Sdn Bhd** on the terms and conditions set out in this letter.

.....

Name:

NRIC number:

.....

Date: