

30<sup>th</sup> August 2022

**MOHAMMAD SYABIL SYAFIQ BIN AMIRRUDIN**

981010-01-6091

NO. 1, JALAN PUNCAK SAUJANA 2/2,  
TAMAN PUNCAK SAUJANA,  
43000 KAJANG, SELANGOR

**PRIVATE & CONFIDENTIAL**

Dear Mohammad Syabil Syafiq Bin Amirrudin,

**LETTER OF EMPLOYMENT**

**1. EMPLOYMENT AND DESIGNATION**

We have pleasure in offering you appointment as **Physiotherapist (Junior Executive)** or any other designation as it may be substituted with pursuant to any reorganization or reconstruction of the Company and will be based at B-G-7, Jalan Ostia Utama, Seksyen 14, 43650 Bandar Baru Bangi, Selangor or any other premises that aligned to the Company with effect from **31<sup>th</sup> October 2022**

This Permanent Position reports to the Managing Director & CEO

**2. DURATION**

Subject to termination as hereinafter provided, your employment will commence on 31<sup>th</sup> October 2022. You will also go through a probation period of 6 months.

**3. EMPLOYEE'S UNDERTAKINGS**

**3.1 Exclusion of other occupations**

The Employee shall not, without the prior written consent of the Company, during the continuance of this Employment be engaged or interested either directly or indirectly in any capacity in any trade, business or occupation whatsoever other than the business of the Company. In this Clause, the expression "occupation" shall include membership of Parliament or State Legislative Assembly or any other public or private work which, in the opinion of the Company may hinder or otherwise interfere with the Employee's performance of his obligations under this Contract.

**3.2 Confidentiality and Code of Conduct**

The Employee hereby undertakes to exercise due care and diligence in the discharge of his duties without causing detriment to the interests of the Company, and shall not (unless duly authorized, or required by his duties)

reveal to any person, financial institution, firm, company, organization or corporation any of the trade secrets, secret or confidential information, operations, processes or dealings, or any information concerning the organization, business, finances, transactions or affairs of the Company, the subsidiary and/or associate companies of the Company, or any customer thereof, which he may come into possession during his employment, and shall keep with complete secrecy all confidential information entrusted in him, and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or any subsidiary and/or associate company of the Company, or the business(es) thereof.

**3.2.1** The restrictions as aforesaid shall continue to apply after the termination of this Employment without any limit in point of time but shall cease to apply to information or knowledge which has passed into public domain.

**3.2.2** You are required to safeguard and uphold the company's secrecy and confidentiality throughout your terms of service and upon leaving the company.

### **3.3 Notes during employment**

The Employee shall not, during the continuance of this Employment, make (otherwise than for the benefit of the Company) any notes, memoranda, research material or papers relating to any matter within the scope of the business of the Company or any subsidiary and/or associate company of the Company, or concerning any of its/their dealings or affairs, nor shall the Employee, either during the continuance of this Employment or afterwards, use or permit to be used any such notes, memoranda, material or papers otherwise than for the benefit of the Company, it being the intention of the parties hereto that all such notes, memoranda, material or papers made by the Employee shall be the property of the Company and shall be delivered by the Employee to the Company upon the termination of the Employee's employment hereunder.

## **4. EMPLOYEE'S OBLIGATIONS**

### **4.1 General**

Whilst remaining in the employment of the Company, the Employee shall;

- (a) Devote himself fully, diligently, faithfully and honestly to his duties in the Company and shall efficiently carry on and perform the same. He shall at all times use his best endeavors to improve and extend the business and interest of the Company for the benefit of and to the best advantage of the Company and shall comply with and obey all lawful commands of the Company.
- (b) Conform to such hours of work as may from time to time reasonably be required of him:

Working Days	:	9.00 am to 6.00 pm
Lunch break	:	1.00 pm to 2.00 pm
Friday Prayer	:	12.30 pm to 2.30pm

Rotation off:	:	Thursday & Friday, Wednesday, Wednesday, Saturday & Sunday
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Your leaves are based on the schedule that will be determined by your superior and the current rotation system and this will be rotated every week.

Nevertheless, there might be a change in the system of leaves but Physiogo will use the current system as for now until. Any changes will be notified ahead of time.

Plus, you should devote full time to the Company as requirement of the Company needs may dictate. The Company reserves the right to change the working hours and staff will be duly informed on the amendment.

#### **4.2 Scope of duties and responsibilities**

The Employee shall, pursuant to Sub-Clause 1.0 hereof be assigned and entrusted with the duties and responsibilities more particularly described in the Job Description attached hereto as "**Schedule A**".

#### **4.3 Performance Appraisal**

The Employee shall agree to participate in the Company's Employee Performance Appraisal Exercise, the framework of which shall be determined at the sole discretion of the Company.

#### **4.4 Income Tax**

The Employee shall at his own cost and expense assess, pay and discharge all his liabilities in respect of any tax accruing from any and all income derived from his employment with the Company.

#### **4.5 Office Facilities & Company Belonging**

Employee to utilize discreetly, to take a good care, and to lodge a report if the assets assigned to employees lost or damaged. Employee to return any company belonging assigned prior to cessation of employment. The company may demand the replacement if the said lost or damaged proven due to employees negligence.

### **5. ACCESS AND FACILITIES**

Subject to Clause 3, the Employee shall be granted access to the Company's records and/or information and provided with reasonable facilities that are necessary for the efficient discharge of his duties and responsibilities.

## **6. REMUNERATION**

The Company shall pay and the Employee shall receive a basic salary of **Ringgit Malaysia One Thousand Seven Hundred (RM 1700.00) and transport allowance Ringgit Malaysia One Hundred (RM 100.00)** and, less any and all lawful deductions, shall be made in accordance with the Company's salary payment schedule.

Salary increment will be based on Employee Performance Appraisal Exercise and the increment will be conducted annually and until the 5<sup>th</sup> working year. The increment percentage will be based on the current year increment percentage that have been decided by the company, any changes will be informed.

Salary Scale is based on Job Grade as per in the Employee's guideline.

## **7. BONUS**

Payment of annual bonus is at its sole and absolute discretion of the Company and will be affected as and when declared by the Company. Annual bonus payment is based on but not limited to the Company's financial performance and the performance of the Employee as may be assessed in any manner the Company deems appropriate.

## **8. COMMISSION AND OVERTIME**

**8.1** You will also be entitled a commission of RM5 for each new patient/ customer who deals with you and the patient/ customer agrees to seek treatment with Physiogo (the commission is paid once for the same patient/ client and the commission is only counted when the patient/ customer has registered).

**8.2** You will be given a commission each physiotherapy session performed by you at the treatment centre or for the treatment at the patient's home. This will be according to the rate as per Job details.

**8.3** Consultation

Total of RM5 for every deal consultation (RM2.50) and service consultation (RM 2.50).

**8.4** Sales Product

10% from total sales product that have been deal by you and is only valid if the patient has been registered with the physiogo system.

**8.5** You also need to take sessions for overtime. Overtime rate will be calculated as formula below:

$$\frac{\text{Basic salary} \times 1.5}{26 \text{ (working days per month)} \times 8 \text{ (total working hours per day)}}$$

## **9. MILLEAGE CLAIMS**

**9.1** For the purpose of housecall physiotherapy session and others related company matters, physiotherapist may claim travel refunds at RM0.90 per kilometer (Car) or RM0.40(Motorcycles)

(Subject to change and payment rate will be determined by the employer)

## **10. STATUTORY BENEFITS**

The Company and the Employee shall contribute to the following funds in accordance with provisions of the relevant legislations governing such funds:

**10.1** Employees Provident Fund (EPF) in accordance with the Employees Provident Fund Act 1991.

**10.2** Employees Social Security Fund (SOCSO) in accordance with Employees Social Security Act 1967.

**10.3** Employees Insurance Scheme (EIS) in accordance with Employees Social Security Act 1967

## **11. OTHER BENEFITS**

In addition to any other remuneration herein provided, the Company:

**11.1** The company recognized employee's effort and contribution in meeting company vision and mission. Hence the allowances and commission will be granted to those whom have met the target and stipulated in Employee Manual Guide.

## **12. LEAVE ENTITLEMENT**

### **12.1 Annual leave**

The Employee shall be entitled to ten (10) working days paid leave in the employment upon completion of twelve month services of this employment but less than two years and (12) days upon completion of 2 years but less than 5 years. Last but not least, on the 5<sup>th</sup> year and above of working with Physiogo, you are entitled for 16 days of Annual leave.

There will be a varies amount of Annual leave depending on the year of employment, further details will be on the Employee Manual Guide.

Approval for which shall be obtained from the Company not less than fourteen (14) days prior to taking such leave.

### **12.2 Sick Leave**

Upon certification by a medical Officer or a Registered Medical Practitioner, the Employee shall be granted paid leave up to a total of Fourteen (14) days in aggregate in each calendar year for a length of continuous service less than two (2) years. You shall inform the company of such Sick Leave within forty-eight hours of the commencement thereof.

### **12.3 Compassionate Leave**

The company shall grant employees paid compassionate leave not exceeding three (3) days at any one time and not more than a total of seven (7) days in any one calendar year, non-cumulative, in the event of death or serious illness of an employee's spouse, child, parents, parents-in-law, or grant parents, or in the case of disasters such as flood or fire, which affects the employee's person and or property.

#### **12.4 Maternity Leave**

Every female employee shall be entitled to pay maternity leave for a period of sixty (60) consecutive days in respect of each confinement.

Maternity leave shall not commence earlier than a period of thirty (30) days immediately preceding the confinement or later than the day immediately following the confinement.

Notwithstanding the provision of 10.4 above, a female shall not be entitled to any paid maternity leave if at the time of her confinement she has five (5) or more surviving children. For the purpose of this clause, "Children" means all natural children, irrespective of age.

#### **12.5 Paternity Leave**

A male employee shall, on application, be granted paid paternity leave of three (3) days upon the birth of his child by a named wife subject to a maximum of fifteen (15) days in his whole service. Paternity leave shall commence on or the day after the birth of the child.

#### **12.6 Special Leave/ Unrecorded leave**

The Company shall grant an employee's paid special leave not exceeding one (1) day at any one time to attend seminar or training however prior written approval is required.

#### **12.7 Pilgrimage Leave and such like leave**

The Company may grant employees, once during the course of their services with the Company, up to a maximum period of forty (40) days paid leave after they have completed a minimum of 5 years services with the Company.

#### **12.8 Marriage Leave**

A. Company will provide paid employees for three (3) paid working days to a permanent employee who will be engaged in the marriage for the first time in his / her life.

But if the employee has been divorced / separated, this application may also be approved at the discretion of the Chief Executive Officer of Physiogo

### **13. WORK DAYS, REST DAYS, OFF- DAY AND PUBLIC HOLIDAY**

Subject to the following exceptions and any other leaves of absence hereinbefore provided, the Employee shall be required to work in accordance with the working calendar established at the Employee's workplace.

#### **13.1 Rest day**

The Employee shall be entitled to one (1) day of rest in each week in accordance with the policy or practice at the Employees current workplace.

In the event the Employee is granted more than one (1) day of rest in a week, the second shall be designated as the Rest Day whilst the first shall be designated as an Off-day within the meaning of this Clause.

This is depending on the rotation of Off Days that is assigned to you.

### **13.2 Public Holiday**

The Employee shall be entitled to selected public holidays declared by the State or Federal government of Malaysia that gazette by the Company. Any such public holiday declared at the Employee's normal place of work whilst the Employee is on assignment to any other place of work shall be deemed to have been taken and the Employee shall be entitled to any such public holiday declared at such other place of work the Employee is for the time being assigned.

## **14. PRE-EMPLOYMENT MEDICAL CHECK-UP**

Within 1 week of the date of this offer letter ,you are requested to submit a medical check-up based on the requirements on the pre employment medical form which will be attached together with this offer letter in the email.

## **15. TERMINATION**

**15.1** Notwithstanding anything to the contrary, if at any time during his employment with the Company the Employee shall be proven guilty of any gross negligence or willful neglect in the discharge of his duties or shall be in serious or persistent breach of the terms of this Contract or shall commit any act of bankruptcy or by any reason shall become incapable performing and discharging his principle duties and responsibilities for a continuous period of three (3) months, the Company may terminate the Employee's employment forthwith without any notice or payment in lieu thereof. Upon such termination the Employee shall not thereafter be entitled to any of the benefits herein contained, or to any claim for compensation or damages by reason of such termination.

The Employee's employment under this Contract may at any time be terminated by either party by giving the other a notice in writing not less than two (2) months prior to the intended date of termination, or by payment of an indemnity equivalent to two (2) months' basic salary in lieu thereof or if notice has already been given, an indemnity equivalent to the basic salary corresponding to the remaining period of notice. This notice period might change as it is also depending on the CEO's decision after discussion with the employee.

**15.2** During probation, your service with the company may be terminated by either party with (1) month notice in writing or (1) month salary in lieu of notice. After signing the offer letter, you are not advisable to reject the offer as it will cause inconvenience for both parties.

## **16. AMENDEMENTS TO ANY LAWFUL ACT**

(Employment Act, Malaysian Physiotherapist Association, or any act that the company obligated to follow)

The Company reserves the right to amend any or all the terms and/conditions based on the current lawful act such as Employment Act, Malaysian Physiotherapist Association, or any act that the company obligated to follow.

If there is an update on the act that may or may not affect the employment status (requirement to work as in Level of Education, Education major, Experience, Certificates etc) therefore, the employer will need to give a few terms and conditions to the employee (Further studies, Training, etc and this will fully bear by the employee unless with the CEO consideration). The Company may terminate the Employee's employment forthwith without any notice or payment in lieu thereof if the employment is contradict with the MPA or any act.

#### **17. AMENDMENTS TO TERMS AND CONDITIONS**

The Company reserves the right to amend any or all the terms and/conditions either in part or in whole in accordance with prevailing requirements and/or circumstances, provided always that such amendments shall not be significantly derogating from the generality of the purpose of this contract, consent to which the Employee shall not unreasonably withhold.

#### **18. BREACH OF LAW**

Any employee who is criminally convicted or is convicted of any other offences in any court of law, and irrespective of the severity of the punishment, which may likely jeopardize the image of the Company or adversely affect his employment relationship with the Company, may render himself liable to disciplinary action including dismissal.

#### **19. OFFENCE RELATING TO ILLEGAL DRUG**

The Company takes a serious view of employee involved in consumption, possession or trafficking of illegal drug such as marijuana, opium and heroin. Any employee who commits any such offence is liable to be dismissed summarily.

#### **20. HANDLING OF AND REPORT ON MISCONDUCT/INEFFICIENCY**

If an officer finds that his subordinates is inefficient or has committed misconduct, it is his duty to disclosure and take appropriate corrective actions. Any officer who fails to report or deal adequately with inefficient or delinquent subordinates is considered as inefficient and renders himself liable to disciplinary action.

#### **21. NOTICE**

Any notice required to be given under this Contract shall be given in writing and in the case of a notice given by the Company to the Employee, service of such notice shall be valid if it is delivered by registered post to his last known place of residence.

We shall be pleased if you will confirm acceptance of this offer by signing and returning to copies of this letter, not later than 7 days from the date of this letter.

Last but not least we take this opportunity to welcome you to Physiogo Sdn Bhd and look forward to many years to mutually rewarding relationship.

Yours faithfully,  
**PHYSIOGO SDN BHD.**



**MOHAMAD ARIF BIN MOHD YUSUF**  
Chief Executive Officer (CEO) of Physiogo Sdn Bhd

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I, Mohammad Syabil Syafiq Bin Amirrudin.NIRC..... 981010-01-6091  
hereby confirm that I accept the offer of employment terms and conditions as set out

above. Signature : ..... 

Date : ..... 2/9/2022 .....