



# YIMURA MEDICARE SDN. BHD.

(1352193-D)

2F-8,9,10 Bangsar Village II, No. 2,  
Jalan Telawi 1, 59100 Kuala Lumpur  
T: 03-2202 0833

Date: 8<sup>th</sup> April 2022

**PRIVATE & CONFIDENTIAL**

**LIM YAN LIANG**

IC No.: 940104-08-5265

63, Jalan Nyaman 3,  
Taman Bukit Indah,  
58200 Kuala Lumpur,  
Malaysia.  
Tel: 012-4170413

Dear Yan Liang,

## **CONTRACT FOR SERVICE**

We are pleased to offer you the Contract (hereinafter "Contract") as a **Physiotherapist** under **Yimura Medicare Sdn Bhd** (hereinafter "Company").

### **Terms and Conditions**

1. Engagement :
  - a. The Company hereby engages you to render, as a Physiotherapist and not as an employee, the tasks and duties described in Clause 5 hereto and such other services as may be agreed to in writing by the Company and you from time to time.
  - b. You hereby accept the engagement to provide the services to the Company on the terms and conditions set forth herein.
  - c. You shall report directly to the superior assigned by the Company.
2. Contract Period : 11<sup>th</sup> April 2022 to 11<sup>th</sup> June 2022, and thereafter automatically renewed and remain in force *OR* until a new Contract being in force.
3. Base of Work : Yimura Medicare, Bangsar Village II.
4. Service Fee :
  - i. Monthly basic pay of **RM2,600.00** with traveling claim allowance up to RM200
  - ii. You are entitled for commission claims (as shown in Appendix) when personal sales reached RM4,000.00 monthly.

**A.**  
You are liable for your own statutory payment required e.g. taxes, EPF, SOCSO, income tax etc.

**B.**  
The Company reserves the rights to impose change or discontinue or add allowance(s), its provisions, terms and conditions, and make adjustment on the amount, either upward or downward, solely at Company's discretion.
5. Task and Duties : You shall perform the tasks and duties as a Physiotherapist, including but not limited to:
  - a. Attending patients and providing consultations;
  - b. Diagnosing the diseases, physiological disorders and injuries of Patients;
  - c. Providing treatment based on your analytical skills within your knowledge.
  - d. You shall not provide consultations/ treatment for life-threatening and/ or emergency conditions or for matters that you are not qualified to treat. You

shall refer any such Patients to emergency or other appropriate personal care.

- e. You shall strictly follow the administrative and operational rules and regulations set by the Company from time to time.

6. Work Schedules : Your work schedules shall be determined by the Company from time to time.
7. Termination Notice : During the contract period, the withdrawal by either party must be provided one (1) month notice in writing or salary in lieu of notice, without assigning any reason thereof.
8. Transfer : You may be subjected to outstation posting to the Company's group of companies and/or related organizations from time to time when it is deemed necessary.
9. Confidentiality : All information pertaining to the conduct of Company's business shall be the property of the Company and you are not allowed to divulge any information to third party even after the termination of your service.
10. Responsibility and Indemnity :
  - a) You report direct to, and execute all instructions from, the Management or any officers designated by the Management.
  - b) You are required at all times to observe and carry out faithfully and diligently the duties and responsibilities that are assigned to you from time to time, by the Company or the authorized personnel.
  - c) You shall fully indemnify the Company and save it harmless, from and against all losses, damages, liability, judgments, costs and expenses which it may sustain or be put to resulting from any misconduct, error, omission, or failure to exercise reasonable care, skill or diligence on the part of your duties.
11. Good Conduct & Discipline :
  - a. The Company shall take action(s) on the grounds of any misconducts that is inconsistent with the fulfillment of the expressed and/or implied conditions of the contract, such as but not limited to:-
    - i. Insubordination.
    - ii. Stealing or pilfering.
    - iii. Fighting or using abusive languages or infliction of pain and bodily harm to superiors, customers or colleagues.
    - iv. Failed to report for forty-eight (48) hours without informing the concerned superior.
    - v. Drug abuse.
    - vi. Sexual harassment whether it is visual, verbal, or physical.
    - vii. Committing any offence that is detrimental to the Company's interest and/or direct/indirect conflict to the Company's business and operation.
  - b. The Company at its sole discretion shall impose any punishment that deemed to be justified and fit:-
    - i. Verbal warning.
    - ii. Issuing a reminder letter.
    - iii. Issuing a warning letter.
    - iv. Suspending without pay up to two (2) weeks.
    - v. Down-grading.
    - vi. Dismissing without notice.



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12. Policies & Procedures : a. You are to comply with all Company's rules and regulation, hereby bound and obliged to observe all terms and conditions stipulated in the current edition of our Company's Employment Handbook, all its future editions and all written Company's policies and regulations that are laid down from time to time.
- b. The Company shall reserve the right to amend, add or delete any of the above terms and conditions as and when deemed necessary. You are to observe them that are laid down from time to time.
13. License & Permit : You shall comply with all relevant Malaysia government/local authority laws or regulations or rules or orders and shall have all the required licenses and/or permits from the relevant government authorities in order to perform the work and/or services rendered for this Contract.
14. Entire Agreement : This Contract and the Attachments hereto constitute the entire contract between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this Contract. Any amendments or modifications of this Contract shall be in writing and executed by the contracting parties.
15. The Company reserves the right to make any changes in the above terms and conditions by additions, deletions or revisions at all times.

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Kindly indicate your acceptance of this Contract by signing the duplicate copy and returning the same.  
We look forward to an association of mutual benefit.

Yours sincerely,  
*for and on behalf*  
**YIMURA MEDICARE SDN BHD**

A handwritten signature in black ink, appearing to read "Ng Kok Ching".

**NG KOK CHING**  
GROUP CEO

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## **Declaration**

I, **LIM YAN LIANG (IC No: 940104-08-5265)**, acknowledge receipt of this Contract. I hereby declare that all information provided by me in Job Application Forms at my interview is true and complete in all aspects. I understand that any false or inaccurate information or non-disclosure on information provided by me in anyway shall constitute a sufficient ground for the company to withdraw this appointment or to dismiss me summarily from my contract without notice.

I, undersigned have read and do fully understand and agree to the terms and conditions stated in this Contract.

Signature: \_\_\_\_\_

Date : \_\_\_\_\_

Date: 8<sup>th</sup> April 2022

**PRIVATE & CONFIDENTIAL**

**LIM YAN LIANG**  
IC No.: 940104-08-5265  
63, Jalan Nyaman 3,  
Taman Bukit Indah,  
58200 Kuala Lumpur,  
Malaysia.  
Tel: 012-4170413

Dear Yan Liang,

**Monthly Claims and Commission Schemes**

You are entitled to the followings:

**A. Monthly Claims:**

No.	Description	Entitlement	Terms														
1.	Traveling Claim (Either category A or B)	Up to RM200	<p><b>A. <u>Driving:</u></b> <u>Mileage Claim:</u> Based on mileage from place of residence to work (and return), calculated on daily basis according to the following rates:</p> <table><tr><th>Mileage</th><th>Daily Rate</th></tr><tr><td>41-50 km</td><td>RM5.00</td></tr><tr><td>51-60 km</td><td>RM10.00</td></tr><tr><td>61-70 km</td><td>RM15.00</td></tr><tr><td>71-80 km</td><td>RM20.00</td></tr><tr><td>81-90 km</td><td>RM25.00</td></tr><tr><td>&gt; 90 km</td><td>RM30.00</td></tr></table> <p><u>Reimbursement of Parking Fees:</u> Subject to submission of receipt or ticket which are produced in respect of any parking incidental to your traveling on official duties.</p> <p><b>B. <u>Non-driving:</u></b> <u>Transportation Fees:</u> Subject to submission of receipt or ticket which are produced in respect of any public transportation incidental to your traveling on official duties.</p>	Mileage	Daily Rate	41-50 km	RM5.00	51-60 km	RM10.00	61-70 km	RM15.00	71-80 km	RM20.00	81-90 km	RM25.00	> 90 km	RM30.00
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61-70 km	RM15.00																
71-80 km	RM20.00																
81-90 km	RM25.00																
> 90 km	RM30.00																

**Terms and Conditions:**

To entitle the above monthly claims, Monthly Claim Form substantiated with original receipts/bills/invoices (except for mileage claim), shall be submitted not later than 5<sup>th</sup> of the following month.

**B. Monthly Commission (subject to performing Monthly Personal Sales of RM6,000):**

No.	Description	Commission Rate	Terms
1.	Medication	N/A	Of total amount paid. Shall exclude medication which are otherwise entitled to other fixed commission.
2.	Yimura Products	5%	Of total amount paid.
3.	Treatments	15% Or RM10	Of treatment value of single session OR averaged treatment value (per session) of a signed course.
4.	Tui Na/ Massage Treatment	N/A	Of treatment value of single session OR averaged treatment value (per session) of a signed course.

**Terms and Conditions:**

- Physiotherapist must achieve monthly personal sales of RM4,000 and above to be entitled to 15% of commission; OR only entitled to RM10 per treatment if monthly personal sales is below RM4,000.
- The above monthly commission shall exclude sales of products to all Company directors, staff, contract for service personnel, and their family members who are entitled to special discounts.

The above new schemes shall supersede any previous schemes agreed and signed. The Company reserves the right to revise and/or amend the above schemes as and when deemed necessary.

Yours faithfully,



NG KOK CHING  
GROUP CEO

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I, the undersigned agree and accept all the abovementioned terms and conditions.

.....  
Name: LIM YAN LIANG  
NRIC: 940104-08-5265

.....  
Date: