

March 17<sup>th</sup>, 2022

*Private & Confidential*

**Catherine Tang Jock Chuen**  
119, Jalan SS2/18  
47300 Petaling Jaya

Dear Catherine,

**RE: LETTER OF EMPLOYMENT**

We are delighted that you are interested in becoming an employee of **SIN Osteopathic**, a member of **Ergosky Sdn. Bhd. (the Company)** and we wish to confirm this offer of employment to you under the following conditions:

**Job Title**

You are employed as a **Physiotherapist**, and you shall be reporting to the **Clinic Director** or anyone else that the Company deems necessary.

**Commencement**

April 1<sup>st</sup>, 2022

**Probation Period and Termination Notice**

You are required to undergo a probationary period of **three (3)** months. During the probation period, **one (1)** month notice is required or payment in lieu for termination of employment.

After the probationary period is completed, **two (2)** months' notice is required or payment in lieu by either party to the other for termination of employment.

**Base Salary**

You shall be paid a gross salary of **RM\$3,000.00** per month.

**Salary Review**

Your salary will be reviewed each year and any salary review decisions are strictly at the Company's discretion.

**Performance Bonus**

You may be eligible for a performance bonus. Such bonus may be granted at the sole discretion of the Company and subject to the terms of the bonus plan that the Company may adopt from time to time.

**EPF, SOCSO, and EIS**

The Company will contribute the percentage of your monthly base salary as required by law to the Employee's Provident Fund (EPF). The Company will make the necessary contribution to Social Security Organization (SOCSO) and the Employment Insurance Scheme (EIS) as required by law.

### **Taxation**

The Company will make the necessary monthly tax deductions and payable to the Inland Revenue Board of Malaysia (IRB).

### **Place of Work**

Your normal place of work will be at **No. 61 & 63, Jalan SS 2/55, 47300 Petaling Jaya, Selangor**, or any other place of work as determined by the Company.

### **Working Hours and Scope of Work**

Your ordinary hours are based on a 5.5-day work week from **9:30 am – 6:00 pm (including lunch)** and **based on a work schedule**. In addition to the hours set out above, you may also be required to work more than the regular scheduled hours as deemed necessary. You shall undertake such duties from time to time assign to you including but not limited to the Job Description and /or Business Unit.

### **Annual Leave**

You are eligible for annual leave based on the following conditions detailed below:

First 5 years of service	:	10 days
5 to 10 years of service	:	15 days
More than 10 years of service	:	20 days

The above is based on the completion of 12 months of continuous service and should you serve less than 12 months, your annual leave for that year will be pro-rated accordingly.

Only **1/3** of an employee's eligibility will be allowed to be carried to the new year and it must be utilized by **March 31<sup>st</sup> of the new year** or risks losing it.

### **Sick and Hospitalization Leave**

You are eligible for **14 days** of sick leave in each calendar year and should hospitalization be required; **60 days** of hospitalization leave will be available to you. Both sick leave and hospitalization leave cannot be carried over to a new year or pro-rated.

### **Public Holidays**

The Company will share the public holidays that is observed with you.

### **Absence from Work**

If you are unable to attend work for any reason and your absence has not previously been authorized by the Company, you must inform your line manager of the fact of your absence and the reasons for it at least **two (2) hours** before duty start time. If you are absent from work due to sickness or injury you must provide the Company with a medical certificate, issued by a registered medical practitioner.

The Company has the right to forfeit a day's pay for each day of unauthorized absence (including leaving employment without notice or during your notice period without the Company's permission).

### **Termination of Service**

Notwithstanding anything to the contrary herein contained, the Company shall have the sole right to determine forthwith and without any notice or with payment in lieu of notice of your employment with the Company upon (but not limited to) the happening of any of the following events;

- a. If you have been found to have given any false information in the Job Application Form or if you had failed to declare to the Company any relevant information in connection with your past employment or financial status.
- b. If you constantly display a performance that is below the acceptable level.
- c. If you shall enter into any arrangements or composition with your creditors.
- d. If you shall at any time be declared a bankrupt during your employment.
- e. If you shall be guilty of any misconduct inconsistent with the expressed and/or implied conditions of service or willful neglect of duties.
- f. If you are addicted to any habit which renders it unsafe or unwise for the company to continue to employ you.

### **Transfer**

You are also subject to transfer or secondment to any department or company within SIN Osteopathic organization at the absolute discretion of the Company.

### **Retirement Age**

Your age of retirement shall be the date on which you attain the age of **60** and will follow any future amendments as indicated by the government of Malaysia.

### **Commitment to Duty & Conduct**

You will discharge your duties diligently, carefully, faithfully and apply yourself to the duties and conduct as required by the position you are posted to according to the best of your skill, ability and judgment under the general direction and policies of the Company in accordance with the rules and regulations as from time to time laid down by the Company. You shall be responsible for the activities of the position for which purpose you will be guided by the Company's policies, briefs and procedures, which may be revised from time to time in accordance with the requirements of the Company. You will undertake all duties assigned to you and carry them out diligently and efficiently but not limited to just your Job Description and/or Business Unit.

### **Conflict of Interest**

You shall not at any time during your service with the Company, directly or indirectly without consent from the Company in writing first obtained, engage or interest yourself whether for reward or gratuitously in any work or business other than in respect of your duties with the Company, or undertake any such office notwithstanding that your engagement or interest in such office would not interfere with the performance of your duties with the Company.

### **Confidentiality**

You should not at any account or pretext whatever except as required by your duties or expressly authorized by the Company divulge the affairs of the Company, either during the continuance of your employment, or after the termination of your employment for whatsoever reason, and will maintain the honor of the Company, and faithfully and honestly preserve strict silence in reference to all affairs of the Company that may come now or hereafter under your knowledge and observation from either letters, company e-mails, telegrams, business reports, financial reports,

sales and marketing reports, or any other source which are related to the Company and its subsidiaries.

In the interest of good practice and to preserve harmony amongst the employees of Company, you will be always required to keep confidential your salary, annual increments, performance bonus and any other incentives and not reveal the same to other employees of the Company save your manager and the relevant officers of the Company.

**Litigation**

Will at any time, whether during or after the termination of this agreement, undertake at the reasonable request of the Company, to assist in any legal proceedings which may arise out of your involvement in the course of your performance of your duties and responsibilities.

**Compliance with Laws and Regulations**

You are required to comply with all laws, regulations and the Company's internal policies and procedures.

**Non-Solicitation Policy**

During the period of your employment with the Company and for a period of 12 months from the date of termination of your employment for any reason, you agree that you will not directly or indirectly, for your benefit or on behalf of any person, corporation, partnership or entity whatsoever, call on, solicit, perform services for, interfere with or endeavor to entice away from the Company any client to whom the Company provides services at any time during the 12 month period preceding the date of termination of your employment with the Company, or any prospective client to whom the Company had made a presentation at any time during the 12 month period preceding the date of termination of your employment with the Company

**Ethics Policy**

Your agreement not to undertake on your own account or with other persons any trade, business or profession or accept any form of paid employment unless you have previously obtained the written consent of the Company.

This policy will also extend to unethical behavior where the Company will not hesitate to investigate and act against should the action be proven to be unethical. Some examples of this would be recording of meetings and conversations, giving, and accepting bribes, stealing from the company, etc.

**Other Company Policy**

You are to abide by all present SIN Osteopathic and its subsidiary's policies and procedures and any new policies and procedures as and when they are implemented.

This letter does not purport to be an exhaustive list of terms of employment offered to you but will guide you on the main points. If you agree with its content, will you please sign the statement at the foot of the enclosed copy and return it to us.

Welcome once again to the SIN Osteopathic family and we wish you all the very best to a rewarding career with us.

Sincerely,



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**Sin Wei Lun**  
Managing Director

**Acceptance and Acknowledgment**

I \_\_\_\_\_ of NRIC number \_\_\_\_\_ have read the above letter and I accept the terms and conditions offered to me in accordance with its contents.

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

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