



Dear Renuga,

**OFFER OF APPOINTMENT**

We are pleased to offer you the position of **Physiotherapist** with **Constant Co.** effective **1st November 2021**

The terms and conditions of your service are listed below:

**1. Duration of this Contract of Employment**

- a) The duration of this Employment will start 1/11/2021.

**2. Salary**

- a) RM2450 excluding EPF, SOCSO EIS, PCB and HRDF applicable from Constant Co.

**3. Commission**

- a) You are entitled to 3% (of client's fees) per new client closed, capped at RM100 per client (excluding company contribution)
- b) When a colleague helps you to close a client, the commission will be split 50:50.
- c) Commission will only be paid upon full payment from Client.
- d) In the event that you resign, all commission will only be paid after the notice period is served.
- e) Failure to serve the full notice period will result in forfeit of commissions.



#### **4. Working Hours**

- a) The working hours are as follows:

Monday to Friday: 11am to 8pm with a 1 hour dinner break

Saturday: 9am to 3pm with a lunch break of 1 hour.

#### **5. General Conduct**

- a) During your employment, you are expected to conduct yourself in a manner that does not bring discredit to Constant Co and you will be expected to perform the duties assigned to you in a loyal, efficient, trustworthy, proactive and honest manner with integrity.
- b) Non competition: During your employment with Constant Co, you will devote your professional time and effort to the benefit of Constant Co, and shall not participate, directly or indirectly, in any capacity, in any business or activity that is in competition with Constant Co (ie. in the field of Fitness and Rehab, including house to house personal training or rehab).

#### **6. Misconduct**

- a) Misconduct is the failure to fulfil the conditions of employment in the contract of service. Examples include theft (of physical property or intellectual property of Constant Co) , dishonesty, poaching of clients, intentional conflict of interest, consistently arriving late for work/leaving early or immoral conduct at work.
- b) If misconduct is found, this would result in immediate termination.
- c) Further actions will also be taken accordingly:
- i) Your profile will be submitted to the Malaysia Gym Owners group
  - ii) All pay, bonus, commission and other benefits will be forfeited.



- iii) Your profile will also be raised to the Malaysia Physiotherapist Association.

## **7. Confidentiality**

- a) You shall, at all times, in the execution of your duties , use every effort to safeguard the property rights, interests and information of Constant Co disclosed to you (whether in writing, oral or by any other means) including but not limited to our internal policies, trade secrets, techniques, directives, manuals, business plans, customer marketing plans, client and prospects contact information (in accordance to the Malaysian Personal Data Protection Act 2010) and other materials which are not generally available to the public. This Confidential information will be maintained in confidence and is not to be used by you, directly or indirectly for any purposes other than in your services in the Company.

## **8. Resignation**

- a) Your employment may be terminated by either party giving to the other:
  - i) 3 month written notice

**However, this provision is not applicable if you are being dismissed for misconduct or breach of contract. The Company is not obliged to pay any form of compensation if an employee is proven to have committed acts of misconduct or breach of contract.**

## **9. Leave - Resignation/Termination**

- a) In the event of your resignation from the Company's service, any leave which you may have become entitled to up to the effective date of your resignation/termination shall be excluded from the



period of notice of resignation/termination which you are required to serve.

**10. Validity of offer**

- a) This offer is valid for 3 days from the date of offer, after which Constant Co reserves the right to revoke the offer.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jansen Yeoh', is positioned above a dashed horizontal line.

Jansen Yeoh  
CEO, Constant Co

---

I have read, understood and agreed to the terms and conditions outlined above alongside the Employment Handbook which are applicable to my employment.

A handwritten signature in black ink, appearing to read 'Jansen', is positioned above a dashed horizontal line.

(Signature)

Full Name:

NRIC No:

Date: