



EMPLOYMENT AGREEMENT

1 April 2021

PRIVATE & CONFIDENTIAL

Choi Jun Kang

19, Lorong Nikmat 11, Taman Gembira

Dear **Choi Jun Kang**

Employment Offer

Congratulation for completing the Probation Period. We are pleased to offer you the position of **PHYSIOTHERAPIST** with **PRECISE REHAB SDN BHD** on the terms and conditions outlined below.

Please confirm your acceptance by initialing each page and signing the acceptance provisions. If you have any queries prior to signing, please do not hesitate to discuss these.

Employment only considered valid when the Employee sign and accept the offer, return all documents to HR department within 3 (THREE) days of receipt of this offer letter.

We look forward to you joining our team and to your contribution to the achievement of our business goals and vision.

The Parties agree to the terms and conditions set forth below:

THIS EMPLOYMENT ("Agreement") is made in Malaysia on **1 April 2021** by and between:

- PRECISE REHAB SDN BHD**, a company established in Malaysia under the Companies Act, 1965, engaging in the business of health and fitness, having its office at **K-0-3A, Kuchai Business Park, NO.2 Jalan 1/127, Off Jalan Kuchai Lama, Kuala Lumpur**, in this matter represented by ONG LIP QIN or FREDERICK KHOO HOCK HENG (The "Company");
- Choi Jun Kang**, currently residing at 19, Lorong Nikmat 11, Taman Gembira (The "Employee").

WHEREAS, the Company desires to employ the Employee, and the Employee desires to be employed by the Company;

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the terms and conditions of the

employment relationship;

NOW, THEREFORE, the parties hereto agree as follows:

1. EMPLOYMENT AND LOCATION

The Company hereby agrees to employ the Employee, and the Employee hereby accepts such employment by the Company and will be based in **K-0-3A, Kuchai Business Park, NO.2 Jalan 1/127, Off Jalan Kuchai Lama, Kuala Lumpur**

At the discretion of the Management, the Employee may be transferred to any department, locations where the Company's business are being operated or to any affiliated or subsidiary of the Company. Such transfer shall not effect a change in salary amount or result in a loss or seniority of service. Employment Act Section 12(3e) states that the contract of employment shall be deemed as terminated if the Employee refuses to accept the internal transfer.

2. TERMS OF EMPLOYMENT

The Employee is employed on a full time basis starting on **(01/04/2021)**.

3. DUTIES AND RESPONSIBILITIES

The Employee shall devote his/her entire time and ability to the performance of his/her duties and responsibilities as fulfilled to **APPENDIX 1** and given role according to **APPENDIX 2**.

Unless otherwise notified by the Company, the Employee shall report to the **Company Director**.

4. WORK HOURS

The operation hours of your employment are:

Weekday - **9am to 5pm daily OR 12pm to 8pm**

Weekend - **9am to 3pm**

Operation day – 5 1/2 Days a week, (**Sunday/Saturday** - OFF-DAY)

The Company reserves the right to change the above hours as and when deemed appropriate. Any changes to the above hours will be notified.

The Employee is required to work on shift. Based on the operational needs and/or manpower planning of the Company, the Employee may be required to put in extra work and effort above and beyond the normal hours of work.

Employees who are transferred to another department are required to follow the working hours of that department.

5. GOOD CONDUCT

The Employee agrees that he/she will at all times abide by all laws and regulations of Malaysia and such

policies, rules and regulations as may be issued by the Company from time to time, and generally conduct himself/herself so as to maintain the Company's honor and good reputation.

Employees are representatives of the Company. They are therefore expected to portray and build a strong, positive image of the Company. An Employee who is issued a dress code must wear accordingly to the dress code on all scheduled shifts.

6. REMUNERATION AND BENEFITS

Monthly Basic Salary : (RM2,000) (Ringgit Malaysia)

Monthly Commission: The Company will pay commission based on a commission structure. The commission structure is subject to change at any time upon sufficient notice given by Company.

1st TIER: RM700

KPI 70 OR >70 hours (CONDUCTION) and 30 Sessions (SALES)

2nd TIER: RM1500

KPI 80 OR >80 hours (CONDUCTION) and 60 Sessions (SALES)

3rd TIER: RM2000

KPI 90 OR >90 hours (CONDUCTION) and 70 Sessions (SALES)

4th TIER: RM3000

KPI 100 OR >100 hours (CONDUCTION) and 80 Sessions (SALES)

5th TIER: RM4500

KPI 120 OR >120 hours (CONDUCTION) and 100 Sessions (SALES)

Other Benefits:

- **Company Medical Card:** The employer will subscribe a medical card policy under your name after one (1) year of employment. The selection policy provider and coverage are subject to Company discretion.
- **Employees' Provident Fund:** The employer will contribute 13% (or the prevailing contribution rate as applicable and determined by EPF) to EPF. Your employee contribution of 11% (or the prevailing contribution rate as applicable and determined by EPF) will be deducted from your Basic Monthly Salary.
- **Social Security Organisation (SOCSO):** You will be entitled to payment of SOCSO as specified by the SOCSO Schedule of Payment table applicable and shall be deducted from your Basic Monthly Salary.
- **Employee Insurance System (EIS):** You will be entitled to payment of EIS as specified by the EIS Schedule of Payment table applicable and shall be deducted from your Basic Monthly Salary

7. LEAVE

7.1 Medical Leave

Provision of sick leave shall be in accordance to Section 60F MALAYSIA EMPLOYMENT ACT 1955, or any of its amendment/revision made thereafter.

7.2 Annual Leave & Earned Leaves

The Employee shall be entitled to 14 (fourteen) days of annual leave for every twelve months of continuous service with the Company and carry forward up to five (5) days of unused annual leave as Earned Leaves.

Employee with less than 1 year service with the Company are only eligible for annual leave after confirmation of employment, based on the number completed months of service (*NOTE: ONLY June and December month are given 2(TWO) days each*).

The Company reserves the right to reschedule, for its own convenience, up to 6 (six) days of the Employee's Annual Leave. Other leave days may be taken at the discretion of the Employee, subject to the needs of the Company at any given time.

7.3 Public Holidays and Replacement Leave

You are to observe the 10 (ten) public holidays as gazette in the clinic that you on based in.

Each location offers a schedule of public holiday recognized by the states/ company location. Schedule for the year is usually published near the end of the previous year. A copy of the schedule will be exhibit at the CLINIKO dashboard.

8. COMPANY BOND

As stipulated in the Conditional Employment Offer Letter, the Employee will be bonded for a period of three (3) years beginning on the first day of Probation (herein after referred as "Bonded Period").

For clarity, the first day of your **Bonded Period is 01/10/2020**.

This Bonded Period will not limit Employee development including and not limited to salary increment, bonuses, training, certification, etc.

9. RETIREMENT

An Employee automatically retires on attaining the age of 60 years. All non-utilized annual leave up the date of retirement will be paid during the last year of employment according to the rate of pay applicable to each working day.

10. TERMINATION

10.1 Termination by Company

The Company shall have the right to terminate this Agreement in accordance with **APPENDIX 1, APPENDIX 2** and for other reasons allowed under prevailing laws and regulations, including without limitation economics necessity. If the Company terminates the Employee after confirmation of his employment, the Company is obligated to notify the Employee of his/her termination in writing at least 3 (three) month's prior to the date of termination or by payment of 3 (three) month's salary in lieu notice.

10.2 Termination by Employee

During the Bonded Period

The Employee may terminate this Agreement in accordance with **APPENDIX 1** and prevailing laws and regulations. If the Employee resigns from the Company during the Bonded Period, the Employee is obligated to notify the Company of his/her intention in writing at least ONE (1) month's prior to the date of resignation or by payment of ONE (1) month's salary in lieu by employee as a notice. Employee need to compensate Company for investments made by Company, for Employee growth (including training, exams, professional

certification, etc.).

For clarity, the amount of Company investment for Employee growth is (Total Estimated Value: RM30,000).

After the Bonded Period

The Employee may terminate this Agreement in accordance with **APPENDIX 1** and prevailing laws and regulations. If the Employee resigns from the Company After the Bonded Period, the Employee is obligated to notify the Company of his/her intention in writing at least ONE (1) month's prior to the date of resignation or by payment of ONE (1) month's salary in lieu by employee as a notice.

Professional Certification, Training & Development

Precise Rehab strives for development of its members/therapists. In that view, Management team will evaluate and upon their prerogative send identified personnel to attend professional certifications.

i) Beyond the Bonded Period, personnel sent for these professional certifications will be bonded for a duration of ONE (1) year OR more from the date of certification.

ii) For Employees still serving Bonded Period, they are required to serve their three (3) years bond until completion.

Failing to serve this period, he/she is to reimburse Precise Rehab the stipulated investment amount in FULL before terminating his/her employment contract.

10.3 Exit Process

Notwithstanding Item 10.1 and 10.2, Employee need to comply and ensure full completeness of Company's Exit Standard Operating Procedures (SOPs) as established in the Company processes. Confirmation of Exit SOP completion shall be done by your direct superior.

10.4 Termination Compensation

All payments of severance pay, service money, and/or compensation in the event of any termination of this Agreement for any reason whatsoever shall be conducted in accordance with prevailing laws and regulations without premium, penalty or multiplier.

11. PERFORMANCE EVALUATIONS

The Company shall conduct regular annually, semi-annually, quarterly performance evaluation of the Employee based on the agreed OKR, designed to identify strengths and weaknesses of the Employee, foster and encourage the development of the Employee's skills and knowledge, and identify areas in which Employee's performance has been below the minimum standards of the Company. The OKR is as attached in

APPENDIX 2

12. CONFIDENTIALITY

The Employee shall not, at any time or in any manner, directly or indirectly, use for his/her own benefit or the benefit of any other person or entity, or disclose to any person or entity, in any manner whatsoever, any confidential or proprietary information of the Company.

It is understood and agreed that all financial, technical, procedural and administrative data and/or information of the Company, whether or not reduced to writing or an electronic medium, and whether or not marked "confidential", shall be treated as proprietary and kept strictly confidential. This obligation of

confidentially shall survive the termination of this Agreement.

Upon termination of this Agreement, the Employee shall return to the Company all confidential materials in his/her possession. The Employee further acknowledges and agrees that, if so requested by the Company, he/she shall promptly execute a separate confidentiality agreement, in form and substance satisfactory to the Company.

13. IMPROVEMENTS

13.1 Disclosure

During the term of Agreement, the Employee shall immediately disclose in writing to the Company any and all ideas, inventions, discoveries and improvements of which the Employee has knowledge concerning the operations and processes of the Company's business, whether or not these ideas, inventions, discoveries or improvements are patentable or subject to other intellectual property rights.

The Employee further agrees to make all suggestions and recommendations that would, or could, be of benefit to the Company and to otherwise assist the Company in all possible ways in the development and improvement of any processes, designs, formulae, methods, programs, machinery and inventions of the Company.

13.2 Ownership

The Employee hereby agrees that any interest (including all intellectual property rights of any nature) in ideas, inventions, discoveries or improvements developed in whole or in part in connection with his/her employment by the Company shall be sole and exclusive property of the Company without any further act of any kind by the Company.

The Employee hereby assigns to the Company all of his/her right, title and interest in all such ideas, inventions, discoveries and improvements and agrees that the Company is under no further obligations, monetary or otherwise, to the Employee for such assignment.

The Employee hereby agrees to execute and deliver to the Company all documents including, but not limited to, applications for patents and/or other intellectual property rights as the Company may deem necessary or desirable.

14. NON-SOLICITATION

You shall not for a period of one (1) year from the date of termination of your employment with the Company ("Termination Date") directly or indirectly (whether on your own account or for other person, firm or company, or cause any other person, firm or company to) discourage from being employed by the Company, or employ solicit for employment, or otherwise contract for the services of any employee who is an employee of the Company or any of its affiliated companies and;

1. With whom you have had material contact whilst you were in employment with the Company; or
2. Who has had material contact with customer and/or suppliers of the Company and/or any of its affiliated companies in performing his/her duties of employment for the Company and/or of its affiliated companies; and/or
3. Who has had access to the Company's confidential information and/or trade secrets during his/her employment with the Company and/or any of its affiliated companies.

15. AMENDMENTS

No amendments to this Agreement shall be effective unless in writing and signed by the Employee and an authorised representative of the Company.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

17. NOTICES

Any notice required or permitted hereunder shall be in writing and shall be effective upon actual receipt.

18. COUNTERPARTS

This Agreement shall be executed at least in two (2) counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

19. WAIVERS

No failure or delay on the part of the Company in exercising any right, remedy or provision here under shall operate as a waiver thereof.

20. INVALIDITY

In any term of this Agreement is held by a tribunal to be invalid, void or unenforceable, such term shall be enforced to the maximum extent permitted by law consistent with the manifest intention of the parties, and the validity and enforceability of the remaining terms of this Agreement shall not in any way be affected, impaired or invalidated.

21. PAYMENT:

Salary will be paid before 7th day of each month to the account given below** provided practitioner completed all personal sale & administrative task assigned (logout each Cliniko sales, check out client's attendance and complete the monthly/ daily sales report) and ensure the clients clear all remaining payments.

**** OCBC Bank no: 7902270351**

NAME: Choi Jun Kang

IC: 970118-14-5975

22. TRAINING OPPORTUNITY:

The Employee will be given opportunity to attend internal (in-house) Precise Rehab training, external professional training courses and some other related professional certification courses as the process of self and professional development. Therefore all the arrangements and the attendances are compulsory.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

PRECISE REHAB SDN BHD

Juliana J.Sijore

Company General Manager

Syaheeda Mohd Noor

Company HR Manager

Choi Jun Kang

IC No: 970118-14-5975

APPENDIX 1

Termination by Company

1. Offense

If you violates the terms of this Agreement, the Company's Work Regulations (if any), prevailing laws and regulations or refuses to perform any work assigned to him/her, without a proper and acceptable reason, he/she shall be considered as committing an "offense". For purpose hereof, offenses shall be categorized as "grave", "serious" and "ordinary".

2. Grave Offenses

If you commit any of the following "grave offenses", the Company can immediately without issuing any warning letters terminate the employment relationship, i.e. the Company shall not be required to give any notice of termination.

1. Deception, theft, fraud or embezzlement of goods and/or cash (in any form or nature) of the Company;
2. Providing false or forged information and/or documents causing losses to the Company;
3. Drunkenness, consuming liquor which causes drunkenness, consuming and/or distributing narcotics, psychotropic substances and other addictive substances in the work place;
4. Committing immoral acts or gambling in the work place;
5. Attacking, maltreating, threatening or intimidating workmates, employer or members in the work place;
6. Persuading workmates or the employer to do any act contravening laws and regulations;
7. Recklessly or deliberately damaging or leaving the property of the Company in a state of danger inflicting losses to the Company;
8. Recklessly or deliberately leaving workmates or the employer in a state of danger in the work place;
9. Disclosing or leaking Company secrets that should be kept secret, including without limitation breaking the covenant of confidentiality set out in Article 11 of the Employment Agreement, except where made in the interest of the Company;
10. Committing any other act in the workplace, which is subjected to imprisonment.
11. Other offenses subject to immediate termination as stipulated in the Company's Work Regulations (if any) or in accordance with prevailing laws and regulations.
12. Wilful in subordination or disobedience whether alone or in combination with others, to any lawful and reasonable order of a superior of the Company;
13. Any unwanted conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological or physical harassment that might, on reasonable grounds, perceived by the recipient as placing a condition of a sexual nature on his/her employment AND that might, on reasonable grounds be perceived by the recipient as an offense humiliation, or a threat to her/his well-being, but has no direct link to his/her employment.
14. Shall not carry lethal weapon, fireworks or explosive or have possession of them within the Company premises without prior written consent of the Company.
15. Remaining in the clinic after closing time without noticing the management of the company.
16. Allow un-authorised person enter the clinic for activities ; touring and removing Company's property without permission.
17. Approach, recommend and sell to clients or any personal proteins/supplements and other items that are not retailed by the Company.
18. Advertising, socializing, commenting and whatsoever with the Members, Company Personnel and Public via social network at all Precise Rehab's official Facebook page, Instagram, Twitter, Youtube or other medias. Any plagiarism, defamatory statements on Company, Clients and Company's Personnel which leads to lawsuits against the Company – he/she involved will be liable for any damages/costs involved. All Precise

Rehab's official Facebook page, Instagram, Twitter, Youtube is only open to Clients to capture their comments and providing feedbacks on Precise Rehab services; as well as, for authorized Employees of Precise Rehab to inform Client on the current promotions, activities, announcements and etc.

3. Serious Offenses

If you commit any of the following “serious offenses” listed below, the Company can immediately give you a final warning letter by violation for the similar nature will result in several disciplinary actions including termination employment.

1. the Employee places himself/herself, willfully negligently, in a position or situation which disables the Employee from performing his/her assigned duties in a satisfactory manner;
2. incapability or incompetence in performing his/her work, regardless having been assigned different duties;
3. actions which jeopardise the reputation of the Company and may result in losses;
4. the Employee sleeps during work hours;
5. the Employee smoking in uniform or/and during work hour;
6. the Employee using mobile for non work related task during working hours;
7. the Employee abusing Company premises for his/her own personal benefit.
8. any other offenses subject to immediate issuance of a last warning letter recognized by the Company’s Work Regulations (if any) or applicable law or regulation.

The Company reserves the right to suspend the Employee immediately, with half pay, pending for internal investigation to proof of offence.

4. Ordinary Offenses

Any offense other than those described in Paragraphs 2 and 3 above shall be deemed an “ordinary offense”. If you commit any ordinary offense, the Company may give a warning letter (“First Warning”) to you, which shall be valid for six (6) months. If you commit any ordinary offense within the validity period of the First Warning, the Company may give you a second warning letter (“Second Warning”) to you, which shall be valid for six (6) months. If you commit any ordinary offense within the validity period of the Second Warning, the Company may give a third and last warning letter (“Third Warning”) to you, which shall be valid for six (6) months. If you commit any ordinary offense within the validity period of the Third Warning, the Company may apply for a severance permit from the relevant authority, and suspend you during such process by providing a letter to you stating the reasons therefore, in accordance with prevailing laws and regulations.

5. Property of Precise Rehab

A digital access card, practitioner stamps, two practitioner polo tees & customised name card will be provided. All the items with **PRECISE REHAB** logo/ words and item mentioned above which provided by The Company shall be return to Precise Rehab within 7 days period upon termination.

APPENDIX 2

Objective & Key Results (OKR as attached)

- 1) Achieve a consistent minimum of 80 hours conduction for every 6 months in a year; with minimum 70 sales**
- 2) To achieve all components of "Build Reputation and Credibility" component in therapist OKR**
- 3) To achieve all components of "Competency" component in therapist OKR**
- 4) To achieve all components of "Interpersonal Skills" component in therapist OKR**
- 5) Therapist has achieved mostly Grade 3 and 4 in" OSCE Evaluation Form" with minimum total score of 48 and minimum passing score of 75% - 90% for the consecutive 3-6 months**
- 6) Able to command cues educationally and firmly**
- 7) Utilize Gear Up course guideline to understand the body mechanics & master exercise techniques (Resistance, Metabolic, Cardio) etc**

Name:

Date: