

**coway**

Dated this                      day of                      year

BETWEEN

**COWAY (M) SDN BHD**  
(735420-H) (AJL931694)

AND

**MEMBER NAME**  
**(IC NO)**

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**SALES ORG. MANAGER AGREEMENT**

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**Current Date**

**MEMBER NAME**

Dear **MEMBER NAME**,

**Re: Contract for Service with Coway (M) Sdn Bhd**

We are pleased to offer you a contract for service with Coway (M) Sdn Bhd ("**Company**") on the terms and conditions as stated below and in the Schedule annexed to this contract hereafter as well as the Commission Scheme which the Company will provide you with from time to time. The terms and conditions stated in the Schedule and the provisions in the Commission Scheme are deemed to be part of the terms and conditions of your contract with the Company. The content of this contract will only be valid when duly signed by both parties.

**1. Nature of Contract, Commission Scheme, Remuneration and Benefits**

- 1.1. The nature of your contract, the Commission Scheme, remuneration and benefits are as specified in **Schedule 1** of this contract. For the avoidance of doubt, any benefit(s) mentioned in this contract shall not be construed as a contractual benefit, but shall be a discretionary benefit in which the Company has the sole and absolute discretion to decide whether or not to grant or provide.
- 1.2. Your remuneration may be subject to statutory withholdings and deductions as required under law, including without limitation to, deduction for income tax, if applicable.
- 1.3. You also agree that the Company is allowed to deduct from your remuneration and benefits where applicable for any monies owed by you to the Company, including but not limited to any inadvertent overpayment of remuneration, outstanding loans, advances, costs of repairing and/or replacing any damage or loss of the Company's property caused by you, and any such monies owed by you to the Company. For the avoidance of doubt, the Company shall, at its sole discretion, determine such cost of repairing and/or replacing any damage to or loss to the Company's property.

**2. Conditional Appointment**

- 2.1. You hereby agree, represent and warrant to the Company that:
  - (a) Your spouse is not and will not enter into any employment or any kind of contractual/business arrangement howsoever with any competitor of the Company during the tenure of your contract with the Company;
  - (b) all information and documents represented to the Company during the application process are true, accurate and complete; and
  - (c) you have disclosed fully and frankly any and all circumstances that may be reasonably deemed to have a material influence on the Company's decision to contract with you or impair your ability to discharge your duties and responsibilities hereunder.
- 2.2. Your contract is subject to the above conditions, save where the Company has provided written approval to exempt you from any of the conditions stated in Clause 2.1. For the avoidance of doubt, the Company shall be entitled to impose any conditions upon the grant of its written approval which you shall agree to comply with.
- 2.3. In the event that any of the representations or warranty as stated in Clause 2.1 above is found to be untrue at any material time, this contract is deemed null and void and there shall be no valid agreement for the appointment between you and the Company. For the avoidance of doubt, your cessation of your employment with the Company will subject you

to Clauses 7.2, 7.3, 7.4 and 7.5 below

### **3. Contractual Obligations**

- 3.1. Other than the specific duties spelt out or by your immediate supervisor, you are expected to perform and undertake all such duties, acts or things that are normally to be performed or undertaken in the capacity in which you are contracted for and to observe all Company's rules, regulations and policies that may be issued from time to time as well as any other expressed or implied terms and conditions of contract.
- 3.2. During your tenure of contract, you shall well and faithfully serve the Company with due care, prudence and diligence, and use your utmost endeavours to protect and promote its interests, and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.
- 3.3. You shall not, during the tenure of your contract, engage in any other employment or activity, in the absence of prior written approval from the Company (which may be withheld by the Company at its sole discretion).
- 3.4. As and when notified to you by the Company, you will be required to attend the premises of the Company as notified to you on those dates. Such attendances are deemed to be part of your obligations under this contract.

### **4. Renewal**

- 4.1. You fully understand that your position in the Company is dependent on your performance. You agree that if you fail your evaluation, the Company reserves the right not to renew your contract for service.

### **5. Company's Policies**

- 5.1. In addition to the terms and conditions contained herein, you shall immediately upon entering the service of the Company be subjected to such existing general terms and conditions of service as set out by the Company in the Compliance Handbook, policies, guidelines, and other rules and regulations which may be issued to you and introduced by the Company from time to time, including but not limited to the Company's Business Ethics & Compliance Guideline. Your contract is subject to your compliance with all terms and conditions of all such Company's rules and practices, either expressed or implied, for the time being and to be enforced from time to time.
- 5.2. The Company reserves the right to add, delete, modify or vary benefits, terms and conditions from time to time with appropriate notice provided. The Company may provide benefits to you in accordance to the Company's prevailing policies and benefits program from time to time. Notwithstanding, you will have no contractual rights to the benefits provided by the Company from time to time. All benefits provided by the Company are provided subject to the terms and conditions imposed by the Company and/or third party providers. You shall not be entitled to any compensation of the loss, or prospective loss, of benefits arising from any legal action taken against the Company, including, without limitation to, termination of this contract. The Company's rights to take any legal actions shall not be restricted or fettered by the existence of any benefit policy.

### **6. Coway's Code of Conduct**

- 6.1. You shall at all times during the tenure of this contract abide by the Coway Code of Conduct ("**Code**") and agree that the provisions of the Code are fair and reasonable. You agree and acknowledge that the Company shall have the right to vary the terms and conditions of such Code. In the event of a breach of the provisions of the Code, the Company is entitled to take further action including, where appropriate, includes the termination of your

contract with the Company either with immediate effect or on notice. This Coway's Code of Conduct is attached to this contract as set out in **Schedule 2**.

- 6.2. You agree to comply with all applicable laws, regulations, and governmental orders of Malaysia, now or hereafter in effect, relating to your contract with the Company, which you confirm that you have read and understood, prohibiting bribery and improper payments and requiring strict compliance with the Malaysia Anti Corruption Commission Act 2009.
- 6.3. Without limitation to the foregoing, you represent and warrant that you have not, and shall not at any time during your contract with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

## **7. Termination**

- 7.1. Your contract with the Company will be terminated if you commit the following:-
- (a) Breach the Coway Code of Conduct as attached in this contract which forms part of the terms of this contract;
  - (b) Failure to achieve the minimum performance as required and as stipulated in the Commission Scheme which will be provided by the Company to you as described in Schedule 1..
- 7.2. In the event that you fail to achieve the minimum performance as provided for **Commission Scheme**, the Company will first notify you of the failure to achieve the minimum performance. Upon failure to carry out satisfactory rectification of your performance to the satisfaction of the Company, the Company shall reserve the right to terminate this contract as provided under Clause 8.1 above.
- 7.3. At all material times, upon the termination of this contract, you shall:-
- (a) Return all Confidential Information whether embodied or recorded in a tangible form which is in your possession; and
  - (b) Return all stocks or products of the Company in its original packaging without damage in any way whatsoever and the Company has accounted for all the products or materials of any matter in connection with the Company
- 7.4. In the event that any products, stocks and materials are not returned to the Company or where they are damaged, you agree that the Company shall have the right to deduct the price of the unreturned or damaged property from the commission payable to you or from any other claims or remunerations due to be paid to you.
- 7.5. Where the termination of your contract is not by reason of breach of the Coway Code of Conduct or any other fault on your part, upon the fulfilment of Clause 7.3 above and subject to Clause 7.6 below, any commissions, where applicable, is due and payable in accordance with the Commission Schemes may be paid to you within one (1) month after the termination of this contract.
- 7.6. In respect of commission derived from rentals, the commission shall be payable upon receipt of the monthly rentals. In the event that the customer ceases to pay the rentals or defaults in payment of the monthly rental then the said commission derived therein shall cease immediately following such default. Upon the termination of your contract with the Company, and unless where Coway directs in writing otherwise, any commissions derived

from rental periods after the date of termination of contract shall also cease to be payable to you. For the avoidance of doubt, you may apply to Coway in writing for such written direction and Coway shall have the sole and absolute discretion to decide whether to accept or reject in whole or in part your said application.

- 7.7. In the event that you are terminated for breach of the Coway Code of Conduct, there will be no remuneration of any kind and no commission will be payable to you due to your breach.
- 7.8. After this contract is terminated for any reasons whatsoever including your notice to terminate, you are not allowed to re-join the company in any position, regardless whether for full time or part time, within six (6) months from your last day of service or such other period of time as the Company may deem fit. In the event of termination by reason of breach of the Coway Code of Conduct, you are not allowed to return to the Company for any reasons whatsoever.

## **8. Non-Conflict of Interests**

- 8.1. During the course of your contract and for a period of **12 months** thereafter, you shall not directly or indirectly:-
- (a) become engaged or involved in any arrangement, transaction or business of any competitors of the Company or any of its associated companies.
  - (b) solicit or entice away from the Company any person who is or has been during your term of contract and one year thereafter, a customer of the Company; and
  - (c) solicit or entice away, or attempt to employ, solicit or entice away from the Company any person who is an officer, manager, consultant or employee of the Company.
- 8.2. For the avoidance of doubt, Clause 8.1 prohibits you from:
- (a) acting as an employee, agent, broker, shareholder, or otherwise be engaged in, directly or indirectly with any business which sell products similar to those customarily sold by the Company within Malaysia;
  - (b) soliciting or holding meeting or interaction of any kind with any competitors of the Company;
  - (c) sharing competitors' business plan or any information with regards to the Company to any competitors;
  - (d) posting or sharing any competitors' information of the Company throughout social media or whatsoever; or
  - (e) selling and/or promoting any products or any material relating to the competitors of the Company.
- 8.3. You shall not receive or obtain directly or indirectly any discount, rebate, commission or financial reward in respect of any business transacted by or on behalf of the Company or any of its associated companies.

## **9. Confidentiality**

- 9.1. In your position, you may be handling confidential information and/or documents with regards to the Company's affair and it is expected of you that you shall maintain the confidentiality of the same.

- 9.2. With respect to the Company's business plans, analyses of the market, forms, list of customers and all of the information in relation to distribution of products, you acknowledge that all of such information:-
- (a) Belongs to the Company only; and
  - (b) Are highly confidential information which are not publicly available.
- 9.3. In connection with the performance of this contract, certain information, data and material of a proprietary nature (whether such information is of a technical, financial, business, or other nature) may be transmitted from one party to the other. For purposes of this contract, any such information, data and material disclosed by one Party to the other, which is in writing and appropriately marked as being confidential and/or proprietary, or which by its nature is clearly intended to be confidential and/or proprietary (or which is communicated orally as being confidential and/or proprietary and is presented in a tangible form to the recipient party within a period of not more than 30 (thirty) days following such communication), will be deemed to be proprietary and confidential information of the disclosing party ("**Confidential Information**").
- 9.4. For clarity, Confidential Information would be deemed as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or its associate companies, and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any associate companies or any of their business contacts, including in particular (by way of illustration only and without limitation) proprietary methodologies, branded solutions, research approaches, software, technical information and know-how, information relating to current, future and potential business operations, client offerings, marketing and business plans and strategies, pricing information, research and development projects, product formulae, processes, inventions, designs or discoveries, sales statistics, marketing surveys and plans, costs, profit or loss, names and contact details of customers and potential customers or supplier and potential suppliers, as well as Company policies and practices.
- 9.5. As a recipient of Confidential Information, you agree that:-
- (a) You will treat such information as proprietary and confidential and will use at least the same degree of care that it would use in protecting such its own Confidential Information of a similar nature;
  - (b) You agree not to use or disclose (or allow the use or disclosure of) Confidential Information for any purposes whatever to any third party at any material time, without the prior permission of the Company and shall treat the Confidential Information as secret and in strict confidence;
  - (c) You will not directly or indirectly cause the Confidential Information to be reproduced, distributed, disclosed and/or imparted to any third party and in particular, any future employer;
  - (d) You will not use the Confidential Information to solicit or enter into any business transactions or any undertaking which will be adverse to the business of the Company;
  - (e) You will not use, implement or modify any such of the Confidential Information for any benefit to yourself or to your future employers;
  - (f) In the event that you have knowledge of such Confidential Information of the Company being distributed and/or divulged in the public domain or to any other persons, you undertake and agree to immediately notify the Company and cooperate with the Company to ensure that such divulgence of Confidential Information is immediately contained and stopped; and

(g) You undertake to indemnify the Company for any breach of confidence caused by you, including without limitation to, claims by third parties as well as any legal costs incurred as a consequence.

9.6. Your confidentiality obligation in the above item shall be applicable during the tenure of your contract and will survive after the expiry or termination of this contract for whatever reasons.

9.7. In the event of a breach of this obligation, the Company reserves its rights to commence legal proceedings against you and to obtain any Court relief including without limitation to injunctive and equitable reliefs against you and such remedies to prevent any breach or potential breaches of confidence by you, including seeking for damages for any such acts of breach of confidence by you.

## **10. Intellectual Property Ownership**

10.1. All intellectual property rights in relation the Company's business procured by you under the name of the Company or for and on behalf of the Company or any affiliated or related Company; and all computer software, diskettes and computer documentation/manuals used in the Company's business or operations, belong exclusively in the Company and shall be the absolute property of the Company.

10.2. Such property may not be removed, copied or duplicated without the express authority of the Company.

## **11. Breach of Covenants**

11.1. For the avoidance of doubt, where you have made representations and warranties, and/or where there is a clear stipulation that such terms are undertakings and obligations on your part, these are deemed to be covenants made between you and the Company. This specifically includes, without limitation to, Clauses 2, 3, 5, 6, 7, 8, 9 and 10 above.

11.2. It will be deemed to be a breach of covenant in the event that:-

(a) such representations and/or warranties made by you is hereafter found to be incorrect in any material aspect; and/or

(b) there is a breach of any undertakings, obligations or stipulations by you.

11.3. In such a breach, the Company shall have the right at its absolute discretion to act as it deems fit, to review, suspend or terminate your contract as the Company deems fit.

11.4. Notwithstanding and without prejudice to any other provisions in this contract, the Company shall have the right to commence any legal proceedings against you for any breach of covenant committed by you for damages, recovery of any losses and any Court relief as the Company deems fit.

## **12. Fraternization**

12.1. The Company takes a strong view against fraternization within the organization as such a practice may affect the work environment negatively. If the Company discovers that a related person including any spouse, romantic partner, sibling or any other relative ("Related Person") is working in the same branch or organization as you are, the Company reserves the right to transfer you or the said Related Person to another branch or organization as Company deems fit.

## **13. Transfer, Relocation and Variation**

13.1. The Company has the right to second or transfer you to any company with which it may be

involved in any manner (whether directly or indirectly), whether such secondment or transfer be full time or part time. The Company reserves the right to not continue to bear your remuneration in the event of such a transfer/secondment. The Company has the right to relocate from the present premises to other locations where the Company has a presence, as well as the right to transfer you to another related company and/or to require you to assume different and / or additional roles and responsibilities.

- 13.2. The Company reserves the right at any time to amend or add to the above terms and conditions of your contract as and when it in its sole discretion deems fit including (without limitation) to take into account Company policies, the needs of the business or new or amended legislation.

**14. Notices**

- 14.1. All notices, memorandums, requests, documents or other communications in connection with this contract shall be in writing and shall be delivered by normal post, facsimile or electronic mail to the addresses or destinations specified in this contract unless otherwise notified by either party in writing on the change of address(es), whether it is a residential address or electronic mail address. Any communication in given in accordance to this clause will be deemed as good service.

**15. Personal Data Protection Act 2010**

- 15.1. You hereby consent to the processing of your personal data under terms of the Personal Data Protection Notice attached hereto as **Schedule 3**.

**16. Severability**

- 16.1. In the event that any provision in this contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the terms and conditions for this contract shall continue in full force and effect without the said provision.

**17. Entire Agreement**

- 17.1. This contract supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This contract constitutes the full, complete and exclusive agreement between you and the Company, its officers, employees and its affiliates with respect to the subject matters herein.

We would like to welcome you to our Company and look forward towards your contribution towards the success of the Company's business.

Please indicate your acceptance of offer by signing at the space provided below and returning one copy to us as soon as possible. Please contact us should you have any questions or if you would require any clarification.



## **SCHEDULE 1**

### **Nature of Contract, Service Description, Remuneration and Benefits**

<b>Nature of Appointment</b>	<p>Fixed term for a period of <b>6</b> months</p> <p>For the avoidance of doubt, upon the expiry date of your contract with the Company, that will be your Final Date with the Company. Any further contracting period will be upon an application from you and the Company will have the sole discretion of whether to accept your application for a further contract. A further contract may be signed by both parties upon a further mutual agreement of both parties.</p>
<b>Term of Contract:</b>	<p><b>Commencement Date:</b> <b>Start Date</b></p> <p><b>Expiry Date:</b> <b>End Date</b></p>
<b>Commission Scheme:</b>	<p>A written document which shall form an integral part of this contract and will be shown or otherwise communicated by the Company to you from time to time. The Commission Scheme will include but is not limited to: (i) your minimum performance targets as well as service description; and (ii) payable commission and/or allowance subject to further conditions as stipulated in the document. For the avoidance of doubt, the Company may provide different Commission Scheme to different individuals and the Company has the sole and absolute discretion to determine which Commission Scheme you are subject to and will provide you with a copy of the same. Notwithstanding any provision otherwise, the Company reserves the sole and absolute right to revise or amend the Commission Scheme.</p>
<b>Place of Work:</b>	<p>Your place of work will be at <b>Reporting Branch</b> at designated Sales Office Branch</p> <p>You may be required to work at any of our premises or branches or at the premises of our clients, customers, suppliers or associates within Malaysia from time to time.</p>
<b>Working Hours:</b>	<p>You may be expected to work beyond normal working hours on occasions and no additional remuneration will be paid. You acknowledge and agree that that working additional hours is part of the nature of your contractual obligation.</p>
<b>Additional Benefits:</b>	<p>Out of goodwill, the Company will be paying you EPF and SOCSO contributions as per the standard rates as part of the Company's benefits scheme. Similarly, the Company will also be making deductions for your portion of contribution for EPF and SOCSO, which you consent to for this benefit.</p>
<b>Leave of Absence:</b>	<p>You are allowed to have a leave of absence of up to <b>9</b> days per calendar year, to be pro-rated in accordance to length of service.</p>
<b>Sickness:</b>	<p>In the event of sickness, you will only be given permission not to carry out the obligation under this contract upon presentation of a valid medical certificate on the days stated in a medical certificate from panel clinics recognised by the Company. You can take up to 7 days per contract year, which is pro-rated in accordance to the length of service.</p>
<b>Public Holiday:</b>	<p>You will be entitled to take a break on public holidays as gazetted by the Federal Government and the State Government of the state of service. There will be no additional remuneration paid to you should services be carried out on Public Holidays as it is deemed as part of your contractual obligation.</p>

# CODE OF CONDUCT

## 1. MINOR MISCONDUCT

If found committed any of the conducts below, you shall be subjected to counselling sessions and/or penalty. Further repeat could lead to (1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup>) notice to rectify as a warning, or any warning letter issued to you where applicable before any further action taken by Coway in accordance to the terms of the your agreement with Coway.

- 1.1 Failure to obey directions.
- 1.2 Inefficiency that might cause low productivity.
- 1.3 Any action contrary & prejudicial to the Coway's operating procedures.
- 1.4 Contravention of any Coway regulations, policies, as enforced and notified to you in writing from time to time.
- 1.5 Ceasing work prior to fulfilment of the requisite contracted time.
- 1.6 Loitering & Malingering
- 1.7 Late attendance for duty, meeting and/or training.
- 1.8 Negligence that cause accident/injury to oneself or other person(s).
- 1.9 Absence without properly informing Coway.
- 1.10 Leaving place of service when obligated to be there.
- 1.11 Inciting or aiding another person in the Coway organization to commit any one of the offences listed above.
- 1.12 Improper dress code during service hour and at any Coway event.

## 2. MAJOR MISCONDUCT

If found committed any of the conducts below, you shall be issued a written warning and/or subjected to further action by Coway in accordance to the terms of your agreement with Coway, including termination of your contract with Coway.

- 2.1 Gross inefficiency
- 2.2 Willful refusal to carry out obligations and/or instructions where applicable.
- 2.3 Sleeping whilst on duty, meeting and/or training.
- 2.4 Engaging in any form of gambling or card-playing whether for money or not whilst carrying out obligations for Coway.
- 2.5 Unauthorised collection of sales proceeds or rentals in the Coway premises or engaging own business.
- 2.6 Exhibition notices, handbills or circulating unauthorized papers and documents which are not issued by Coway.
- 2.7 Persistent contravention of Coway's rules and regulations.
- 2.8 Misbehaviour resulting in a breach of the Coway rules & regulations.
- 2.9 Where applicable to you, defacing or failing to clock in/out the timecards.
- 2.10 Engaging in any form of business within the Coway premises and during hours of services.
- 2.11 Pasting, altering or removing any items on the notice boards without authority
- 2.12 Spreading rumours & making false, malicious statement about any employee, Coway or its products.
- 2.13 Deliberately slowing down work on inciting others to do so.
- 2.14 Absence for Coway level meeting or any notices requiring attendances at the premises as notified without any valid reasons in breach of your agreement.
- 2.15 Wilfully mislead or misrepresent to customers on Coway's sale policies, service regulations terms and conditions.
- 2.16 Accompanied by unauthorized persons to conduct sales and services
- 2.17 Fail to comply with Coway instructions or procedure when issuing temporary receipt (TR).
- 2.18 Proxy sales
- 2.19 Pay on behalf of customer without authorization from Coway.

## 3. GROSS BREACH

If found committed any of the offences below, you may be subjected to penalty and/or termination of your agreement with Coway.

- 3.1 Wilful insubordination
- 3.2 Consuming or possession of alcohol beverages and/or illegal drugs or narcotics in the Coway premises.
- 3.3 Stealing or attempting to remove any Coway's property.
- 3.4 Damaging the Coway's property and/or its products with intention.
- 3.5 Removing any Coway's property and/or its products without authorization.
- 3.6 Inciting other contractors to act on Item 3.1 to 3.5 herein.
- 3.7 Interference of hindrance to Coway's business or process.
- 3.8 Bringing about disrepute to the Coway and/or its management/staff's good image, including media publicity or other means.
- 3.9 Gross breach of a material obligation.
- 3.10 Forging medical certificates or other official documents to defraud Coway.
- 3.11 Any immoral or illegal acts within the Coway's premises.
- 3.12 Holding unauthorized meetings on the Coway's premises.
- 3.13 Where applicable, participating in an Unlawful strike or picketing and/or refusal to carry out any obligations under your agreement with Coway while coercing others to join you in your refusal.
- 3.14 Where applicable, instigating industrial action among employees of the Company.
- 3.15 Passing on secret or confidential records or information of or concerning Coway to the Coway's competitors or any outside parties.
- 3.16 Bringing out & selling goods belonging to the Coway without prior consent/authorisation.
- 3.17 Violence, abuse, assault, or threatening to harm or injure other employees within the Coway or outside the Coway premises.
- 3.18 Sexual harassment or any attempt to do so.
- 3.19 Deliberate misrepresentation of facts to obtain employment/contract/promotion or other material or non-material advantage in the Coway.
- 3.20 Conviction & imprisonment for any criminal offence by a Court of Law.
- 3.21 Failed to reveal any serious infections or contagious disease (e.g Hepatitis, Aids and Tuberculosis) which may bring harm or danger to other employee.
- 3.22 Fail to submit payment from customer to the Coway within 3 working days form the date of receipt of payment.
- 3.23 Signing on behalf of customer without customer consensus or forging customer signature on job sheet or invoice or purchase order.
- 3.24 Production of fake documents or falsifying documents to mislead the Coway.
- 3.25 Wilfully or negligently misrepresent or falsifying information contained in Coway's documents.
- 3.26 Sale of consumable items without notifying Coway.
- 3.27 Fail to comply with Coway's directions or procedure when handling customer's payments.
- 3.28 Accepting sales from terminated Health Planner/Cody.
- 3.29 Attempting and/or soliciting any persons within the Coway organisation from their obligations to Coway to join another competitor of Coway.
- 3.30 Solicit or hold meeting or whatsoever with any competitors of the Company
- 3.31 Sharing competitors' business plan or whatsoever to the organization
- 3.32 Posting or sharing any competitors' information of the Company throughout social media or whatsoever.
- 3.33 Selling and/or promoting Company's competitors and products.

**Schedule 3**  
**Personal Data Protection Policy**

1. Please be informed that in accordance with Personal Data Protection Act 2010 ("PDPA") which came into force on 15th November 2013, Coway (M) Sdn. Bhd. is hereby bound to make notice and require consent in relation to collection, recording, storage, usage and retention of personal information.
2. The purposes for which my personal data may be used are inclusive but not limited to:-
  - a. For assessment of any application to Coway (M) Sdn. Bhd.
  - b. For processing any benefits and services
  - c. For communication purposes
  - d. For general administration and record purposes
  - e. For the purpose of your corporate governance
  - f. For consideration as a guarantor for me in applying for my loan.
3. Therefore by submitting this agreement, I, hereby agree/disagree that Coway (M) Sdn. Bhd. may collect, obtain, store and process my personal data that I may or have provide to the company.
4. My consent can only be withdrawn after the termination of my employment or services with Coway (M) Sdn Bhd. My withdrawal of consent shall be made by written notice to you and shall only be effective upon written acknowledgement of receipt of my notice
5. I hereby give my consent to Coway (M) Sdn. Bhd. to:-
  - Store and process my Personal Data; disclose my Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes or for Coway (M) Sdn Bhd business purposes.
6. In addition, my personal data may be transferred to any company within the Coway (M) Sdn. Bhd. which may involve sending my data to a location outside Malaysia.
7. For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data I had disclosed to the Company.
8. I may access and update my personal data by writing to Human Resource department.

## **CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT**

This Confidentiality and Non-Solicitation Agreement ("**Agreement**") is entered into on 2nd April 2018 by and between:

(A) COWAY (M) SDN BHD (735420-H), a company incorporated and duly registered in accordance with the laws of Malaysia, with its registered address at Suite 6-3, Level 6, Wisma UOA II, No.21, Jalan Pinang, 50450 Kuala Lumpur, Malaysia ( "Company"); and

(B) the Undersigned Party or You (defined hereinunder).

The Company and the Undersigned Party shall hereinafter be collectively referred to as the "**Parties**" and each, a "**Party**".

### **Recitals**

**A.** The Company wishes to enter into a written contract for service with you at a date to be determined by the Company ("**Contract For Service**") and you agree to execute such Contract For Service with the Company as an independent contractor.

**B.** By entering into this Agreement, you acknowledge and agree that all prior representations, arrangements, understandings and agreements between the Parties (if any) relating to any engagement of your service(s), regardless of whether written or oral, shall be superseded in its entirety; and any and all rights (if any) of yours arising by virtue of any of the said prior agreements, or any of the provisions thereof, notwithstanding the existence of any provision in any such prior agreement that such rights or provisions shall survive its termination, shall also be deemed nullified, as described in Clause 6.5 below.

**C.** The Parties have agreed to enter into this Agreement for the purpose of recording the terms and conditions agreed between the Parties which shall be effective and binding during the Term of this Agreement (defined hereinunder), pending the execution of the Contract For Service.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

## **1. TERM OF AGREEMENT**

1.1. The Agreement shall commence from 2nd April 2018 ("**Commencement Date**") and shall remain binding on the Parties unless and until the Contract for Service is executed between the Parties.

## **2. FUTURE ENGAGEMENT**

2.1. In consideration of the Company's agreement to engage you under this Agreement, you agree that you will enter into and execute the Contract For Service with the Company.

## **3. NON-CONFLICT OF INTERESTS**

3.1 During the Term of this Agreement, you undertake and warrant that your spouse is not and will not enter into any employment or any kind of business arrangement howsoever with any third party competitor of the Company carrying out the business of or in connection with the manufacturing, selling or renting of home appliances, including but not limited to, water filtration appliances, air purifiers, air care products, bathroom appliances and kitchen appliances, at all times, including during the Term of this Agreement.

3.2 During the Term of this Agreement, you shall not directly or indirectly:-

- (a) become engaged or involved in any arrangement, transaction, or business of any competitors of the Company or any associated companies of such competitors;
- (b) solicit or entice away from the Company any person who is or has been during the term of this Agreement and one year thereafter, a customer of the Company; and

(c) solicit or entice away, or attempt to employ, solicit or entice away from the Company any person who is an officer, manager, consultant or employee of the Company.

3.3 For the avoidance of doubt, Clause 3.2 prohibits you from:

- (a) acting as an employee, agent, broker, shareholder, or otherwise be engaged in, directly or indirectly with any businesses which sell products similar to those customarily sold by the Company within Malaysia;
- (b) soliciting or holding meeting or interaction of any kind with any competitors of the Company;
- (c) sharing competitors' business plan or any information with regard to the Company to any competitors;
- (d) posting or sharing any competitors' information of the Company throughout social media or whatsoever; or
- (e) selling and/or promoting any products or any material relating to the competitors of the Company.

3.4 You shall not receive or obtain directly or indirectly any discount, rebate, commission or financial reward in respect of any business transacted by or on behalf of the Company or any of the Company's associated companies.

#### **4. CONFIDENTIALITY**

4.1 The Company may disclose to you certain information that is not publicly available, confidential, commercially sensitive or proprietary. You undertake to hold the Company's Confidential Information in strict confidence, and shall not disclose such Confidential Information to any third party howsoever.

4.2 For purposes of this Agreement, "Confidential Information" shall mean and include all information and materials including this Agreement, in any form or medium, being disclosed or observed that satisfy at least one of the following criteria:-

(a) information related to the Company's, or its affiliates', trade secrets, clients, business plans, plans, designs, strategies, forecasts or forecast assumptions, pricing, Commission Scheme, finances, costs, profit or margin information, employees, assets, revenues, other income, operations, methods of doing business, records, intellectual property, technology (including computer software and hardware products, databases, data processing and communications networking systems), data or other information that reveal the research, technology, practices, procedures, processes, inventions (whether patentable or not), methodologies, know how, or other systems or controls by which the Company's existing or future products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon, including but not limited to, sensitive personal data and personal data, both terms are as defined under the Malaysian Personal Data Protection Act 2010;

(b) information designated as confidential in writing by the Company, whether by letter or an appropriate proprietary stamp or legend, prior to or at the time such information is disclosed by the Company to you; and

(c) information disclosed orally or visually to you by the Company, or in writing without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with the Company's business and the industry in which it operates, that such information is of a confidential or proprietary nature.

4.3 Unless prohibited by law, you shall inform the Company of all inquiries into, or requests for, the Company's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so or when so permitted or instructed by the Company.

4.4 For the avoidance of doubt, the Company's Commission Scheme and the structure of the commission thereof shall be deemed Confidential Information and is subject to the terms and undertakings under this Clause. At all material times when accessing the Commission Scheme, you undertake that you will not to make copies or take any pictures, or use any form or method to record the Commission Scheme within your possession, whether directly or indirectly.

## 5. TERMINATION

5.1 Notwithstanding any provisions to the contrary, the Company shall have the right to terminate this Agreement (in whole or in part) with immediate effect, in the event that you have breached either Clause 3 or 4 above.

5.2 For the avoidance of doubt, in the event that this Agreement is terminated in accordance with Clause 5.1, you acknowledge that the Company shall have the right to:

- (a) not enter into the Contract For Service with you; and
- (b) not pay any commission to you (if any), regardless of whether you have carried out services for the Company in anticipation of the execution of the Contract For Service.

5.3 Without prejudice to any other rights or remedies, in the event of termination of this Agreement, you shall promptly:

- (a) return to the Company, all documents and/or other materials relating to the Confidential Information which have been provided to the Company or any of its directors, officers, employees, agents and advisers;
- (b) destroy all copies of any Confidential Information and/or all information and other documents derived from such Confidential Information; and
- (c) remove any Confidential Information contained in any computer, word processor or other device containing such information.

5.4 Notwithstanding any provisions to the contrary, your confidentiality obligation under Clause 4 and Clause 5.3 of this Agreement shall remain binding on you for an indefinite period, and shall survive the expiry or termination of this Agreement and upon execution, the Contract for Service.

## 6. MISCELLANEOUS

6.1 *Remedies:* You agree that your obligations set forth in this Agreement are necessary and reasonable in order to protect the Company and its business. You expressly agree that due to the unique nature of the Company's Confidential Information, monetary damages may be inadequate to compensate the Company for any breach by you of the covenants and agreements set forth in this Agreement. Accordingly, you agree and acknowledge that any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by you.

6.2 *Severability:* In the event that any provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or unenforceability shall not affect any other provision under this Agreement, which shall be enforced as if the invalid, illegal or unenforceable provisions had never been contained herein.

6.3 *No Waiver:* Failure to enforce any provisions of this Agreement by either Party, shall not constitute a waiver of any term hereof by such Party.

6.4 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**6.5 *Entire Agreement:*** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and shall supersede all prior negotiations, drafts, communications, representations, understandings and agreements between the Parties. For the avoidance of doubt, any and all prior representations, arrangements, understandings and agreements between the Parties (if any) relating to any engagement of your service(s), regardless of whether written or oral, shall be superseded in its entirety; and any and all rights (if any) of yours arising by virtue of any of the said prior agreements, or any of the provisions thereof, notwithstanding the existence of any provision in any such prior agreement that such rights or provisions shall survive its termination, shall also be deemed nullified.

**6.6 *Notices:*** All notices, memorandums, requests, documents or other communications in connection with this contract shall be in writing and shall be delivered by normal post, facsimile or electronic mail to the addresses or destinations specified in this contract unless otherwise notified by either party in writing on the change of address(es), whether it is a residential address or electronic mail address. Any communication in given in accordance to this clause will be deemed as good service.

## **Confidentiality and Security Agreement**

*Note: this form to be used for Coway employees and Coway HP / Cody members.*

### **1.0 General Rules**

- (i) I will act in the best interest of the Company and in accordance with its Code of Conduct at all times during my employment with the Company.
- (ii) I understand that I should have no expectation of privacy when using Company information systems. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
- (iii) I understand that violation of this Agreement may result in disciplinary action, including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Company, in accordance with the Company's policies.

### **2.0 Protecting Confidential Information**

- (i) I will not disclose any Confidential Information save and except in the course of performing my duties and only to the individuals who are bound to keep the disclosed Confidential Information in strict confidence. I will not take media or documents that contain Confidential Information out of company premises unless specifically authorized to do so as part of my job.
- (ii) I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information unless authorized by company. I will only use or destroy media in accordance with Company Information Security Standards and Company record retention policy.
- (iii) I will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information.
- (iv) I will not publish, disclose or transmit Confidential Information outside the Company network by using any electronic means whatsoever unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Company using email or other electronic communication methods, I will ensure that the Information is encrypted according to Company Information Security Standards and as governed by regulations.

### **3.0 Following Appropriate Access**

- (i) I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
- (ii) I will only access Software System to view Confidential information during the course of performing my duties and having obtain the consent from the Company. By assessing the Confidential information. I affirmatively represent to the Company at the time of each access that I need the Confidential Information for the purpose of performing my duties. The Company may rely on this representation in granting the access to me.

### **4.0 Using Portable Devices and Removable Media**

- (i) I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal smartphone, Tablet , Ipad, cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so in the course of performing my duties. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Company Information Security Standards
- (ii) I understand that any mobile device (Smart phone, Ipad, etc.) that synchronizes company data (e.g., Company email) may contain Confidential Information and as a result, must be protected. I agree that the Company has the right to:
  - a. Require the use of only encryption capable devices.
  - b. Prohibit data synchronization to devices that are not capable to be encrypted or do not support the required security controls.



- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes company data regardless of it being a Company or personally owned device.
- d. Remotely wipe any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Company network.

### 5.0 Doing My Part – Personal Security

(i) I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to trace my access record and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.

(ii) I will:

- a. Use only my officially assigned User-ID and password.
- b. Use only approved licensed software.

c. Use a device with virus protection software.

(iii) I will never:

- a. Disclose passwords, or access codes to others.
- b. Use tools or techniques to break/exploit security measures.

c. Connect unauthorized systems or devices to the Company network.

(iv) I will practice good workstation security measures such as locking up electronic storage media when not in use, using screen savers with activated passwords, positioning screens away from public view.

(v) I will immediately notify my superior or IT department help desk if:

- a. my password has been disclosed, or otherwise compromised;
- b. media with Confidential Information stored on it has been lost or stolen;
- c. I suspect a virus infection on any system;
- d. I am aware of any activity that violates this agreement, privacy and security policies; or
- e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

### 6.0 Upon Termination

(i) I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Company.

(ii) Upon termination, I will immediately return any documents or media containing Confidential Information to the Company.

(iii) I understand that I have no right to any ownership or interest in any Confidential Information accessed or created by me during my relationship with the Company.

### 7.0 Interpretation

(i) Confidential Information means all information (written or oral) concerning the business and affairs of the Company which the Company has not disclose to the public.

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I, **MEMBER NAME (NRIC No: MEMBER NRIC)** hereby acknowledge and agree to the above terms and conditions, including all the Schedules and Attachments annexed to this contract.

**MEMBER NAME**

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Signature

Name: **MEMBER NAME**

Date: **Current Date**