

DATE

HTXXXXXX / CHT3XXX

NAME

ADD

ADD

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POSTCODE STATE

email@email.com

Dear XXX,

Re: Contract of Service with Coway (Malaysia) Sdn. Bhd.

We are pleased to offer you a contract for service with Coway (Malaysia) Sdn. Bhd. ("**Company**") on the terms and conditions stated below and in the Schedule annexed to this contract as well as the Commission Scheme (hereinafter defined). 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.

1. Definitions

- 1.1 "Confidential Information" means any information, data or material of proprietary nature (whether such information is of a technical, financial, business, or other nature) relating to or disclosed by the Company to you in the course of the performance of the Services, which is, or should be reasonably understood to be, confidential or proprietary to the Company. Any such information, data or material disclosed by the Company to you, 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 you within the period allowed following such communication), will be deemed to be proprietary and confidential information of the Company.

For clarity, Confidential Information is deemed as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, business structure, 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) the Commission Scheme, proprietary methodologies, branded solutions, business and research approaches, software, technical information and know-how, information relating to current, future and potential business operations, Customers' 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 the Customers or supplier and potential suppliers, as well as the Company's policies and practices.

- 1.2 “Customers” means customers of the Company who have either purchased or rented the Products from the Company.
- 1.3 “Intellectual Property Rights” means a) all rights using all technologies, electronic or otherwise and whether now known or hereafter created, associated with works of authorship throughout the Universe, including but not limited to patents, designs, copyrights, moral rights, mask works, algorithms and other industrial property rights; (b) trademark, service mark and trade name rights and similar rights and all business goodwill associated therewith; (c) trade secret rights; (d) all other intellectual and industrial property rights (of every kind of nature throughout the Universe and however designated and whether now known or hereafter created, including, but not limited to, logos, “rental” rights, rights of publicity, and rights to remuneration), whether arising by operation of law, contract, license, treaty or otherwise; (e) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including without limitation any rights in any of the foregoing); and (f) derivative works based upon any of the foregoing.
- 1.4 “Products” means inter alia, water purifiers, air purifiers, and mattress offered for sale or rental by Coway.
- 1.5 “Commission Scheme” means the structure and plan that outlines the calculation of the sales and service commission payable by Coway to the HTM according to the HTM’s performance/achievement of targets stipulated by Coway.

2. Nature of Contract, Commission Scheme, Remuneration and Benefits

- 2.1. 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.
- 2.2. Your remuneration may be subject to statutory withholdings and deductions as required under law, including without limitation to, deduction for income tax, if applicable.
- 2.3. 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 to 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.

3. Conditional Appointment

- 3.1. 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 a competitor of the Company

during the tenure of your contract with the Company;

- (b) All information and documents represented and furnished 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.

3.2. 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.

3.3. 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, cessation of your employment with the Company will subject you to Clauses 7.2, 7.3, 7.4 and 7.5 below

4. Contractual Obligations

4.1. 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.

4.2. 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.

4.3. 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).

5. Renewal

5.1. 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 of service.

6. Company's Policies

6.1. In addition to the terms and conditions contained herein, you shall at all times during the tenure of your contract 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 issued 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 in force and to be enforced from time to time.

- 6.2. The Company reserves the right to add, delete, modify or vary benefits, or the terms and conditions applicable thereto 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. Notwithstanding, you will have no contractual right to the benefits provided by the Company. 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 for 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.

7. **Coway's Code of Conduct**

- 7.1. You shall at all times during the tenure of this contract abide by the Company's 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 necessary action including, where appropriate, the termination of your contract with the Company either with immediate effect or with notice. A copy of the Code is attached to this contract in **Schedule 2**.
- 7.2. 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.
- 7.3. 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.

8. **Clause for Demotion**

You fully understand that your position in the Company is dependent on the achievement of your performance target. Therefore, you agree that the Company is entitled to demote you to a lower position in the event the said target is not achieved.

Your performance target and demotion plan will be given to you separately from this contract but which shall form an integral part of this Contract.

9. Termination

- 9.1. Your contract with the Company may be terminated if you commit the following: -
- (a) Breach the Code;
 - (b) Fail to rectify non-achievement of the minimum performance requirement as stipulated in the Commission Scheme in accordance with Clause 9.2.
- 9.2. In the event that you fail to achieve the stipulated minimum performance, the Company will first notify you of such failure and you shall be afforded a period of time to rectify such failure. If you fail to rectify/improve your performance to the satisfaction of the Company within the time frame afforded, the Company shall reserve the right to terminate this contract as provided under Clause 8.1 above.
- 9.3. Upon the termination of this contract, you shall immediately: -
- (a) Return all Confidential Information whether embodied or recorded in a tangible form which is in your possession; and
 - (b) Return all the Products entrusted to you/in your possession in its original packaging without damage in any way whatsoever; and
 - (c) Return all tools, the HT bag, and the HT uniforms provided by the Company in a good condition.
- 9.4. In the event that any item specified in Clauses 9.3(b) and (c) are not returned to the Company or where they are damaged, you agree that the Company shall have the right to deduct the cost 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. In the event there is no commission or remuneration due to you, such sums payable by you to the Company shall be a debt owed to the Company and the Company shall have the right to commence legal action to recover such sums if they remain outstanding.
- 9.5. Where the termination of your contract is not by reason of breach of the Code or any other fault on your part, upon the fulfilment of Clause 8.3 above and subject to Clause 8.6 below, any commissions, where applicable, is due and payable in accordance with the Commission Schemes shall be paid to you within one (1) month after the termination of this contract.
- 9.6. In respect of commission derived from rentals, the commission shall be payable upon receipt of the monthly rentals from Customer. 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 where applicable, any commissions derived from rental periods after the date of termination of contract shall also cease to be payable to

you.

- 9.7. In the event this contract is terminated pursuant to Clause 9.1(a) as a result of fraudulent or dishonest conduct on your part, any commission or earnings derived from such conduct shall not be paid to you, and you shall reimburse the Company for such sums already paid to you, immediately upon termination of this contract.
- 9.8. Upon termination of this contract for any reasons whatsoever, 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 the last day of the contract or such other period of time as the Company may deem fit. In the event of termination by reason of breach of the Code of, you are not allowed to return to the Company for any reasons whatsoever.

10. **Non-Conflict of Interests**

- 10.1 You undertake and warrant that your spouse is not and will not be under any employment or any kind of similar arrangement with any competitor of the Company during the tenure of this Agreement.
- 10.2 During the tenure of this Agreement, you shall not directly or indirectly: -
 - a) become engaged or be concerned in the condition of, or conduct business with any organization in competition with the Company or any of its associated companies. For the avoidance of doubt, you shall not act 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) 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; or
 - 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.
- 10.3 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 the Company's associated companies.
- 10.4 In the event where you have committed any act which is in breach of this Clause, the Company reserves the absolute right to immediately terminate this Agreement with or without notice given to you.

11. **Confidentiality**

- 11.1 As a recipient of the Confidential Information, you agree at all material times: -
 - a) to treat such information as proprietary and confidential and will use at least the same degree of care that he/she would use in protecting his/her own confidential information of a similar nature;
 - b) to 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;

- c) to not use the Confidential Information to solicit or enter into any business transactions or any undertaking which will be averse to the business of the Company;
 - d) to not use, implement or modify any such of the Confidential Information for his/her personal benefit;
 - e) to immediately notify and cooperate with the Company upon knowledge the Confidential Information being distributed and/or divulged in the public domain or to any other persons, to ensure that such divulgence of Confidential Information is immediately contained and stopped; and
 - f) 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.
- 11.2 Upon expiration or termination of this Agreement, as requested by the Company, you shall either certify the destruction of, or return to the Company, all Confidential Information including all copies thereof, in any tangible form whatsoever, including but not limited to any copies stored electronically, magnetically, or in any other media.
- 11.3 This Agreement imposes no obligation on you with respect to Confidential Information that: (a) is or becomes a matter of public knowledge through no fault of you; (b) is rightfully received from a third party without a duty of confidentiality; (c) is independently developed by you without the use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such rightful possession, rightful receipt and independent development, shall be upon you.
- 11.4 Without prejudice and in addition to your other obligations under this Clause, you shall also comply with the Company's Confidentiality & Security Information Policy ("CSI"), as contained in Attachment 3 at all material times.
- 11.5 This Clause shall survive after the expiry or termination of this Agreement for whatever reasons.

12. Intellectual Property Ownership

- 12.1. All intellectual property rights in relation to 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 to the Company and shall be the absolute property of the Company.
- 12.2. Such property may not be removed, copied or duplicated without the express authority of the Company.

13. Breach of Covenants

- 13.1. 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.
- 13.2. It will be deemed 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.
- 13.3. 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.
- 13.4. 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.

14. Fraternization

- 14.1. 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 a 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.

15. Transfer, Relocation and Variation

- 15.1. 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.
- 15.2. 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.

16. **Notices**

16.1. 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.

17. **Personal Data Protection Act 2010**

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

18. **Severability**

18.1. 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.

19. **Entire Agreement**

19.1. 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.

Yours faithfully,
Coway (Malaysia) Sdn. Bhd.



Choi Ki Ryong, Kyle
Managing Director

I, XXX XXX XXX (NRIC No: xxxxxx-xx-xxxx) hereby acknowledge and agree to the above terms and conditions, including all the Schedules and Attachments annexed to this contract.

Signature

Name

Date:

SCHEDULE 1

Nature of Contract, Service Description, Remuneration and Benefits

Nature of Appointment	Fixed term for a period of 12 months 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 to accept your application for a further term in which case a fresh contract will be signed by both parties.
Term of Contract:	Commencement Date: DD-MM-YYYY Expiry Date: DD-MM-YYYY
Commission Scheme:	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 from time to time.
Place of Work:	Your place of work will be at BRANCH at designated Coway Branch. 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.
Working Hours:	You shall report to your place of work from 9.00am – 6.00 pm on normal working days.
Additional Benefits:	Contributions for EPF and SOCSO, and deductions for income tax and any other amounts required by the law or authorised by yourself and agreed to by the Company shall be made.
Leave of Absence:	You are allowed to have a leave of absence of up to 10 days per calendar year, to be pro-rated in accordance to length of service.
Sickness:	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 14 days per contract year, which is pro-rated in accordance to the length of service.
Public Holiday:	You will be entitled to take a break on public holidays as gazetted by the Federal Government and the State Government in which you are located. There will be no additional remuneration paid to you should your duties be carried out on Public Holidays as it is deemed as part of your contractual obligation.
Claims for Medical Treatment of Mild Illness	You will be able to submit claims for medical treatment of mild illnesses which does not include dental, optical, maternity and specialist treatment and other serious illness at panel clinics acknowledged by the Company, up to a sum of RM50.00 per visit to the clinic. Any approval for such claims to be paid to you shall be at the sole discretion of the Company. Any claims for treatment sought from other registered general practitioners, government hospital or clinics in cases of emergency for mild illnesses shall be considered at the sole discretion of the Company to accept and approve.

SCHEDULE 2

CODE OF CONDUCT



CODE OF BUSINESS CONDUCT (FOR ORGANISATION MEMBERS)

Coway (Malaysia) Sdn. Bhd. (“**Coway**,” “**Company**” or “**we**”) is dedicated to upholding the highest standards of ethical conduct, legal compliance and social responsibility in all aspects of Coway’s business operations. Coway recognises that its success and reputation are closely tied to the conduct of Coway’s service providers and third party intermediaries (collectively, “**Business Associates**” or “**you**”). This Code of Business Conduct (for Organisation Members) (“**Code**”) is therefore developed to outline the basic requirements, principles and standards (collectively, “**Requirements**”) which Organisation Members (as defined below), a distinct category of Business Associates, shall adhere to in their dealings with Coway.

Acknowledgement of this Code by Organisation Members is a pre-requisite for all Coway service contracts and/or agreements involving Business Associates (“**Contracts**”). By signing the Contracts, Organisation Members commit to ensuring that their business operations comply with the provisions contained in this Code at all times.

1. APPLICATION

This Code specifically applies to Business Associates who are Organisation Members (as defined below). It encompasses service providers and third party intermediaries engaged by Coway to provide services related to the marketing and sale of the Company’s Products (as defined below) and/or performance of the Company’s Services (as defined below).

***Note:** While the term “Business Associates” is used throughout this Code, it should be understood that the Code’s provisions are specifically directed at Organisation Members within that broader category.*

2. DEFINITIONS

For the purpose of understanding this Code, capitalised terms have the following meaning:

Company’s Assets	<p>refers to assets belonging to the Company including but not limited to:</p> <p>(a) <u>Physical Assets</u>:</p> <ul style="list-style-type: none"> the things you use to provide your services including the Company’s facilities, furniture, office supplies, computers, tools and equipment; all the Company’s Products’ stocks including parts thereto such as filters and spare parts; marketing/promotional merchandises bearing Coway’s name, logo, names or images of Coway’s spokespersons, influencers or ambassadors such as diaries, table calendars, pens, mugs, t-shirts, umbrellas, etc; <p>(b) <u>Technology Assets</u>:</p> <ul style="list-style-type: none"> IT assets, such as hardware, email, applications, databases, systems, software and internet access; <p>(c) <u>Financial Assets</u>:</p> <ul style="list-style-type: none"> funds, rental and sales proceeds, cash or other monetary assets and the Company’s credit standing;
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	<p>(d) <u>Information Assets</u>:</p> <ul style="list-style-type: none"> the information that the Company gathers or creates such as the Company's confidential information (e.g. trade secrets and business strategic plans) and intellectual property.
Company's Products	refers to water purifiers, air purifiers, mattresses, outdoor water filters ('POEs'), bidets, water softeners, massage chairs, air conditioners, food supplements and includes any other products marketed under the brand name 'Coway'.
Company's Services	refers to scheduled maintenance or care services, after sales services and includes any other services in respect of the Company's Products, marketed under the brand name 'Coway'.
Company's Products and/or Services	refers to the Company's Products and/or the Company's Services.
Competitors	refers to business entities who offer or can offer the same or similar products and/or services as the Company's Products and/or Services to Customers.
Compliance Points	refers to a demerit points system utilised by the Company's Compliance Department whereby Organisation Members who commit violations of this Code or other offences are given demerit points. Managers (hereinafter defined) will also accumulate Compliance Points for violations committed by their downlines. Compliance Points are one of the criteria considered when determining Organisation Members' eligibility for additional rewards/incentives, such as events/trips organised by the Company.
Contact Centre	<p>refers to the place where you provide your services such as the Company's or the Customers' premises and extends to:</p> <p>(a) service-related social functions;</p> <p>(b) service-related conferences or programs/briefings;</p> <p>(c) service-related travels.</p>
Customer(s)	refers to Coway's existing and/or prospective/potential customers.
Employees	<p>refers to Coway's employees (whether on a permanent, fixed-term or temporary basis), regardless of position, including the Middle Management and Higher Management.</p> <p>For the avoidance of doubt, it does not include independent contractors engaged within the Organisations.</p>
External Stakeholders	refers to Customers and/or vendors/service providers.
Higher Management	refers to Coway's Chief Executive Officer ('CEO'), Managing Director ('MD'), Chief Financial Officer ('CFO'), Chief Human Resources Officer ('CHRO') and Head of Division ('HOD').
Internal Stakeholders	refers to Employees and/or Organisation Members.

Manager(s)	refers to managers (i.e. Health Managers/Cody Managers/Homecare Technician Managers) and/or senior managers (i.e. Senior Sales Managers/Senior Cody Managers/Senior Homecare Managers) and/or general managers (i.e. Sales General Managers, General Cody Managers), as the case may be, of the Organisations.
Middle Management	refers to Group Manager of Department ('GMOD') and Manager of Department ('MOD').
Organisations	refers to Coway's HP, Cody and Homecare organisations and includes any other future organisation(s) that the Company may form from time to time to cater to the business needs of the Company.
Organisation Members	refers to Health Planners ('HPs'), Coway Ladies ('Codys'), Service Technicians ('STs'), Homecare Technicians ('HTs'), and Managers.
Personal Data	refers to any information or data that can identify an individual, e.g. name, age, identity card number, telephone number, email address, IP address, home address, photograph, financial records, credit report and employment or engagement records.
Sales Order/ Application Form	refers to forms created internally (printed or downloadable online) confirming the sale/rental of the Company's Products and/or Services as purchased by Customers, and containing the terms and conditions applicable thereto.
Three Months Cooling-off Period Policy	refers to the Company's policy in which Customer(s) who terminate their respective rental contract with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form), as the case may be, are prohibited for a three months' period, from entering into another contract on rental terms with the Company.

3. **REQUIREMENTS**

(a) **Compliance with Laws**

- (i) Business Associates are required to comply with all applicable laws, ordinances, regulations, orders and industry standards (collectively, "**Laws**") in all jurisdictions where they conduct business (including in all dealings with Coway).
- (ii) This includes obtaining and maintaining all necessary licenses, permits, certifications, and approvals required to conduct their business legally. Additionally, Business Associates are responsible for promptly reporting any suspected violations of the Laws to Coway through the appropriate channels.
- (iii) In case of a conflict between the requirements of this Code and the Laws, Business Associates shall comply with the provisions that impose the stricter or more demanding standard as Coway deems fit.

(b) **Conflict of Interest**

- (i) Business Associates shall not engage directly or indirectly in any personal or business activity that conflicts with the interest of Coway.

- (ii) The following actions are strictly prohibited to ensure impartiality and prevent any potential conflicts. These actions are deemed as breaches of this Code and are categorised based on their severity:

Severity	Conduct
Gross Breach	(1) Engaging in any activities that compromise, or may compromise any Internal Stakeholder's judgement or ability to act in the best interest of the Company. (2) Failing to disclose any actual or potential conflict of interest to the Company immediately upon discovery of the same. (3) Deliberately withholding or concealing significant information from your respective Organisation or the Company for personal gain or interest. (4) Soliciting and/or attempting to solicit any Organisation Members or Employees to join a Competitor. (5) Soliciting or holding meetings/discussions with any Competitors. (6) Sharing with Competitors any proprietary or confidential information of the Company including but not limited to the Company's business strategic plans, budget plans, trade secrets or any other information that may be of use to such Competitors or harmful to the Company, if disclosed. (7) Posting or sharing any information about Competitors on any platforms. (8) Selling and/or promoting the Competitors' products or services. (9) Contacting Customers to sell or promote your own or other third party's products and/or services. (10) Directly or indirectly engaging in any activities that may directly or indirectly bring profit or, commercial or business advantages to Competitors. (11) Entering into any formal or informal agreements (including oral agreements) with Competitors that could restrain competition. (12) Engaging in any bid or tender rigging activities.

(c) Ethics & Integrity

- (i) Business Associates are required to conduct their business with integrity, respect and transparency.
- (ii) Business Associates shall adhere to industry standards and maintain high-quality service levels when dealing with Coway by continuously seeking improvement and ensuring effective communication, reliability and responsiveness.
- (iii) In doing so, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

Severity	Conduct
Minor Breach	(1) Ceasing provision of your services prior to the requisite contracted period.

	<ul style="list-style-type: none"> (2) Being late for services, meetings, programs/briefings and/or any events/activities organised by the Company or your respective Organisation without valid reason(s). (3) Leaving the Contact Centre when obligated to be there without prior notice or valid reason given to your Managers (where applicable)/the Company. (4) Being rude/disrespectful and/or displaying a bad attitude (verbally, in writing or through conduct) towards Internal Stakeholders or External Stakeholders.
Major Breach	<ul style="list-style-type: none"> (1) Being absent from meetings, programs/briefings and/or any events/activities organised by the Company or your respective Organisation requiring your attendance without prior notice or valid reason given to your Managers (where applicable)/the Company. (2) Wilfully refusing to carry out your obligations and/or instructions of the Company or inciting others to do so. (3) Being grossly inefficient or habitually neglecting your services which may cause financial and/or reputational damage to the Company. (4) Deliberately slowing down services or inciting others to do so. (5) Pasting, altering or removing any items on notice boards in the Company's premises (including the Contact Centre) without authority. (6) Exhibiting notices, memos, handbills or circulating papers, documents or marketing materials not issued/approved by the Company, on/in any platforms. (7) Signing documents/agreements on behalf of the Company without the Company's authorisation.
Gross Breach	<ul style="list-style-type: none"> (1) Representing yourself as an Employee instead of as an independent contractor to anyone including but not limited to the Customers, statutory bodies etc. (2) Persistently refusing to carry out instructions of the Company which may cause financial and/or reputational damage to the Company. (3) Grossly breaching a material obligation as stated in your Contract and/or any other obligations as notified by the Company from time to time. (4) Holding unauthorised activities at the Company's premises and/or the Contact Centre. (5) Sabotaging the Company's business by taking business opportunities for your own profit, or interfering with the Company's business deals or relationships with Customers. (6) Bringing the good image and reputation of the Company, Internal Stakeholders or External Stakeholders into disrepute. (7) Making false accusations, fabricated allegations or otherwise complaints against any Internal Stakeholders or External Stakeholders in bad faith. (8) Promoting or selling any products or services other than the Company's Products and/or Services to Internal Stakeholders or External Stakeholders in breach of your engagement.

(d) Dealings with Customers

- (i) Business Associates are required to maintain the highest standards of professionalism and integrity in all Customer interactions. This includes providing accurate information, delivering Coway's Product and/or Services as promised, and addressing Customers' concerns promptly and courteously.
- (ii) Business Associates shall ensure that their dealings with the Customers reflect positively on Coway, fostering trust and long-term relationship through honesty, respect and exceptional service.
- (iii) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches and are categorised based on their severity:

Severity	Conduct
Minor Breach	<ul style="list-style-type: none"> (1) Contacting Customers to promote the Company's Products and/or Services at unreasonable hours and refusing to back off even when requested by them. (2) Spamming Customers' emails by sending promotional materials even after clear indication that they do not wish to receive any updates. (3) Failing to properly explain and/or demonstrate the Company's Products and/or Services offered or the conditions of sale/rental pertaining thereto to Customers.
Major Breach	<ul style="list-style-type: none"> (1) Collecting sales or rental proceeds in respect of the Company's Products and/or Services from Customers without the Company's authorisation. (2) Failing to comply with the Company's instructions or procedures when issuing temporary receipts (TR) to Customers. (3) Inducing Customers to purchase the Company's Products and/or Services based on a representation that the Customer may purchase at a reduced price by referring prospective Customers to you, or participating in any other form of referral selling. (4) Persuading/inciting Customers to terminate their existing rental contracts with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form) as the case may be, and enter into new contracts with a view to gain sales and/or commission. (5) Persuading/inciting Customers to commit acts in contravention of the Company's sales policies or regulations (such as the Three Months Cooling-off Period Policy) with a view to gain sales and/or commission. (6) Failing to comply with fundamental requirements and or/guidelines prescribed by the relevant authorities and/or the Company in setting up and/or running a roadshow. (7) Pestering Customers constantly/excessively for payments (in contravention of the guidelines set by the Company or as prescribed by the Laws). (8) Using/circulating promotional materials or advertisements with content that is misleading, false, inaccurate and/or not aligned with Company-issued materials.

	<ul style="list-style-type: none"> (9) Offering free gifts not authorised/approved by the Company to Customers. (10) Wilfully misleading or misrepresenting to Customers on the Company's sales/service policies or service regulations, terms and conditions. (11) Failing to truthfully identify yourself as a Business Associate, the Company or the Company's Products and/or Services to Customers. (12) Using false/obsolete testimonials or endorsements in respect of the Company's Products and/or Services to deliberately mislead Customers. (13) Making inaccurate verbal or written promises or warranties concerning the Company's Products and/or Services to Customers. (14) Filling in inaccurate or false information (including information that does not belong to the particular Customer) in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers. (15) Filling in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers without their prior written consent.
Gross Breach	<ul style="list-style-type: none"> (1) Selling the Company's Products and/or Services by way of fraudulent means (e.g. misrepresenting to Customers that the Company's Products and/or Services are sold at a discounted rate, by way of sponsorship or on a promotion that has not been authorised/approved by the Company). (2) Allowing unauthorised persons to conduct sales or provide services on your behalf. (3) Making payments, whether in respect of rental/outright sales, on behalf of Customers. (4) Failing to submit payments received from Customers to the Company within three (3) business days (or any other period required by the Company) from the date of receipt of such payments. (5) Failing to comply with the Company's directions or procedures when handling Customers' payments. (6) Accepting sales from any former Organisation Members. (7) Conducting sales or advertising for sales in respect of the Company's Products and/or Services on any third party online shopping platforms. (8) Committing scams or fraud on Customers. (9) Using misleading, deceptive or unfair sales practices which may cause financial and/or reputational damage to the Company. (10) Offering, giving, soliciting or accepting any payments, gifts, bribes, secret commissions, favours or other business courtesies that constitute or could reasonably be perceived as constituting, unfair business inducements or that would violate the Laws or the Company's policies. (11) Engaging in proxy sales. (12) Failing to furnish Customers with a copy of the Sales Order/Application Form prior to or at the time of sale.

	<p>(13) Failing to furnish Customers with a receipt or a copy of the duly signed (by the respective Customer) Sales Order/Application Form immediately after the sale is concluded.</p> <p>(14) Signing Sales Order/Application Forms or any other forms, notices or documents (physical, on apps or other online platforms) on behalf of External Stakeholders.</p>
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(e) Safe Business Environment

- (i) Business Associates are required to maintain a safe and healthy business environment in all their business operations and dealings with Coway and/or the Customers. This includes complying with all relevant health and safety Laws, identifying and mitigating potential hazards, and ensuring all its personnel are adequately trained and equipped to perform their tasks safely.
- (ii) Business Associates must take measures to prevent injuries and accidents at its place of business and/or the Contact Centre and avoid any improper or illegal activities.
- (iii) Business Associates shall use the Company's Assets responsibly and not engage in any misuse.
- (iv) By prioritising safety and ethical conduct, Business Associates contribute to a secure and productive business environment, reflecting Coway's commitment to the well-being of all its Internal Stakeholders and External Stakeholders.
- (v) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches and are categorised based on their severity:

(v.1) Unsafe Business Conduct/Business Environment

Severity	Conduct
Minor Breach	(1) Negligently causing or conducting yourself so as to cause minor accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.
Major Breach	<p>(1) Negligently causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.</p> <p>(2) Deliberately or recklessly causing or conducting yourself so as to cause minor accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.</p>
Gross Breach	<p>(1) Negligently, deliberately or recklessly causing or conducting yourself so as to cause serious accidents/injuries including death to other persons including Internal Stakeholders or External Stakeholders.</p> <p>(2) Negligently, deliberately or recklessly causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.</p>

(v.2) Immoral/illegal activities at or outside the Contact Centre

Severity	Conduct
Major Breach	<ul style="list-style-type: none"> (1) Making comments or remarks on rumours or speculations about Internal Stakeholders, External Stakeholders or the Company's Products and/or Services, at or outside the Contact Centre. (2) Speaking to the media/media representatives on behalf of the Company without the Company's authorisation. (3) Making false or malicious accusations about Competitors, i.e. making misleading or false comparisons. (4) Committing or participating in any immoral acts or having an improper relationship of sexual nature with Internal Stakeholders or External Stakeholders. (5) Arguing so as to provoke Internal Stakeholders or External Stakeholders.
Gross Breach	<ul style="list-style-type: none"> (1) Abusing authority or improperly using your position to gain monetary or any other kind of personal benefit from the Organisations or the Company. (2) Committing any immoral or illegal acts (in or outside the Contact Centre) which undermine the Company's business or image, or which may cause financial and/or reputational damage to the Company. (3) Committing or engaging in any form of harassment, violence, abuse or assault (e.g. hurling items or provoking) towards, or threatening to harm or injure Internal Stakeholders or External Stakeholders. (4) Participating in any unlawful strikes or picketing and/or refusing to carry out your contractual obligations while coercing or inciting others to join you in your refusal. (5) Being convicted and/or imprisoned for any criminal offence by a court of law. (6) Forging the signature of Internal Stakeholders on any agreements to which the Company is a party to or the Company's official documents. (7) Forging the signature of Internal Stakeholders on any documents/letters/forms. (8) Deliberately or negligently misrepresenting facts to obtain contract or other material or non-material advantage in the Company. (9) Failing to disclose any serious infections or contagious diseases (e.g. Hepatitis, Aids and Tuberculosis, Covid-19) to your superior(s)/the Company. (10) Producing fake documents or falsifying documents to mislead Internal Stakeholders or External Stakeholders. (11) Wilfully or negligently misrepresenting or falsifying information contained in the Company's documents to mislead External Stakeholders or the public. (12) Wilfully or negligently misleading External Stakeholders by making commitments or guarantees on behalf of the Company without authorisation. (13) Spreading rumours or, making false or malicious statements about Internal Stakeholders or External Stakeholders, or the

	Company's Products and/or Services at or outside the Contact Centre.
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(v.3) Misuse of the Company's Assets

Severity	Conduct
Major Breach	<ul style="list-style-type: none"> (1) Using the Company's name to support or oppose any local or overseas political parties and/or its agenda/activities, directly or indirectly. (2) Using the Company's name to make offensive, biased or discriminatory remarks about any race, religion, ancestry, sexual orientation, handicap, disability or any other sensitive subject matters. (3) Using the Company's logo and/or name, trademark, the names or images of the Company's spokespersons, influencers or ambassadors on promotional materials without the Company's approval or authorisation. (4) Providing services other than the Company's Products and/or Services to Customers or other third parties using the Company's Assets.
Gross Breach	<ul style="list-style-type: none"> (1) Stealing or attempting to steal the Company's Assets. (2) Misappropriating the Company's Assets for personal use or for the use of others. (3) Intentionally or recklessly damaging the Company's Assets. (4) Removing and/or selling the Company's Assets without authorisation. (5) Misusing the Company's Assets for purposes other than providing the Company's Services. (6) Using the Company's trademarks, brand names, logo, copyrights, product package designs, promotional materials, the names or images of the Company's spokespersons, influencers or ambassadors to sell your own/any other third party's products and/or services. (7) Using the Company's trademarks, brand names, logo, copyrights, product package designs, promotional materials, the names or images of the Company's spokespersons, influencers or ambassadors to sell the Company's Products and/or Services on your own social media sites or websites without proper authorisation or approval. (8) Reselling the Company's Products and/or Services at a higher price for personal gain. (9) Misappropriating or embezzling any funds or any other monetary assets of the Company.

(f) Confidentiality and Data Privacy

- (i) Business Associates must respect Coway's intellectual property, trade secrets and other confidential, proprietary, personal or sensitive information, in which, highest standards of confidentiality and data protection must be practiced in all their business operations and dealings and/or interactions with Coway and/or the Customers.

- (ii) This involves safeguarding any confidential, personal and sensitive information received from Coway or the Customers and ensuring that such information is not disclosed to unauthorised parties. Business Associates must comply with all relevant data protection/privacy Laws and regulations, implement appropriate security measures to protect such information, and promptly report any data breaches or security incidents to Coway.
- (iii) By prioritising confidentiality and data privacy, Business Associates help maintain trust and integrity in Coway's business relationships, reflecting Coway's commitment to privacy and security.
- (iv) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

Severity	Conduct
Gross Breach	<ul style="list-style-type: none"> (1) Disclosing trade secrets or confidential records or information concerning the Company to Competitors or any third parties. (2) Misusing Customers' or Internal Stakeholders' Personal Data. (3) Disclosing Personal Data of Internal Stakeholders or External Stakeholders to unauthorised persons without consent. (4) Displaying posters, notices or notes containing Customers' Personal Data (including payments owed or overdue) at the Customer's residence/Contact Centre or any public area or platform (including social media sites). (5) Copying confidential files containing Personal Data of Internal Stakeholders or External Stakeholders from the Company's databases, systems or platforms including but not limited to eTrust System, Service Care App, eMail etc., to personal electronic devices (including printing any files/documents/information and taking photographs of the contents of such files/documents). (6) Disclosing or attempting to disclose any ongoing internal investigations relating to a complaint or matter to unauthorised persons.

(g) Incitement of Breaches & Company's Instructions

- (i) Business Associates must not incite or assist others in violating this Code and shall at all times comply with the Company's instructions and requirements, whether written or otherwise.
- (ii) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

Severity	Conduct
Minor Breach	(1) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Minor Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.
Major Breach	(1) Contravening the Company's rules and regulations, policies or operating procedures.

	(2) *Inciting or aiding another Organisation Member or an Employee to commit any one of the “Major Breaches” or other uncategorised breaches with similar severity listed in Paragraph 3 herein.
Gross Breach	(1) Persistently contravening the Company’s rules and regulations, policies or operating procedures. (2) Contravening the Company’s rules and regulations, policies or operating procedures which may cause financial and/or reputational damage to the Company. (3) Contravening any Laws (including the Direct Selling Association of Malaysia Code of Conduct, anti-bribery and corruption laws, the Personal Data Protection Act 2010, etc.). (4) *Inciting or aiding another Organisation Member or an Employee to commit any one of the “Gross Breaches” or other uncategorised breaches with similar severity listed in Paragraph 3 herein.

* Severities of uncategorised breaches in Paragraph 3 shall be solely determined by Coway.

4. **CONSEQUENCES**

- (a) A breach of this Code may result in actions being invoked against Business Associates, in addition to any contractual or legal remedies. The actions which Coway may take shall depend on the severity of the breach i.e. varying from minor to gross as stated above or as determined by Coway, as set forth below:
- (i) issue a written reprimand;
 - (ii) impose penalties e.g.: forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation;
 - (iii) impose Compliance Points;
 - (iv) terminate Business Associate’s engagement in accordance with the terms of the Contracts; and/or
 - (v) impose any other reprimanding action(s) that commensurate with the gravity of the breach, as Coway deems appropriate.

Depending on the breach, Coway may also lodge a police report and/or file a complaint or inform the relevant authorities (where applicable).

- (b) If Business Associate is a Manager and his downline(s) commit any Gross Breaches of this Code, Coway may proceed to take the actions as set forth below:
- (i) impose penalties e.g. forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation;
 - (ii) impose Compliance Points; and/or
 - (iii) take any other action(s) as Coway deems appropriate.

For the avoidance doubt, these actions will be applied concurrently to all levels of Managers associated with the downline(s).

5. MANAGERS' RESPONSIBILITIES TOWARDS DOWNLINES

Managers are expected to lead by example, acting ethically and ensuring compliance with this Code at all times. In doing so, Managers shall educate its downline(s) of this Code by conducting at least one briefing with its downline(s) to promote and ensure compliance with this Code.

6. REPORTING & ENQUIRIES

If you need advice or wish to raise a concern, start with your Managers (where applicable) or the Middle Management (applicable to general managers only) – he or she is in the best position to understand and take appropriate action. If you feel uncomfortable speaking with your Managers (where applicable) or the Middle Management (applicable to general managers only), you may contact the following resources:

Matter	Resource	Contact Information
Reporting any violation of this Code	Compliance Department – Guardian of Coway	(i) Guardian of Coway via eTrust System; (ii) compliance@coway.com.my
Legal queries	Legal Department	legal@coway.com.my
Enquiries on this Code	Compliance Department	compliance@coway.com.my

This Code may from time to time be revised by Coway, as deemed necessary. Coway may use reasonable efforts to bring any significant changes to this Code to your attention.

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SCHEDULE 3

Personal Data Protection Policy

Personal Data Notice

1. Please be informed that in accordance with Personal Data Protection Act 2010 ("**PDPA**") which came into force on 15th November 2013, Coway (Malaysia) Sdn. Bhd. ("**Coway**") is hereby bound to provide notice and obtain consent in relation to the processing, collection, recording, storage, usage and retention of personal information of persons contracted to provide services to the Coway organisation, including without limitation the personal data obtained from you directly when you provide us with personal information during the engagement process and/or throughout the course of your period of contractual obligation with Coway (collectively, "**Personal Data**").

2. The purposes for which your Personal Data may be used by Coway (collectively, "**Purpose**") are inclusive but not limited to:
 - a) assessment of your potential engagement with Coway;
 - b) administering your engagement with Coway;
 - c) our internal administrative purposes;
 - d) processing of any remuneration;
 - e) communication purposes;
 - f) enforcement of Coway's business policies;
 - g) general administration and record purposes;
 - h) our corporate governance;
 - i) our protection, our personnel and the public against injury, theft, legal liability, fraud or abuse;
 - j) compliance with applicable legal requirements and risk management;
 - k) legitimate purposes relating to our affairs, which may include the conduct of litigation, investigations or dispute resolution or the day-to-day conduct of Coway's business and/or in the context of a sale or transfer of all or part of Coway's business; and/or
 - l) other purposes that are appropriate and authorised by applicable law.

3. We also wish to inform you that your Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates and/or members within the Coway group of companies, and/or our service providers, which may be located outside Malaysia, for reasons relating to the Purpose. In addition, Coway may also disclose and transfer personal data to other external service providers and/or third parties in the course of processing employee personal data for the purposes mentioned in para 2 including any merger, acquisition or corporate exercise involving Coway. These third parties and/or external service providers may be located overseas,

4. If you wish to access, correct, limit or update your Personal Data, or to make any inquiries or complaints about the processing of the same, please contact our Human Resource Department and/or any authorised person via email.

5. Please note that it will be necessary for us to process your Personal Data for the Purpose, without which we will not be able to carry out the Purpose.

6. You represent and warrant that the consent of third parties (e.g. spouse, children and emergency contact person) whose personal data you have disclosed to us have been sufficiently obtained to allow us to process the same in relation to the Purpose.

I, _____ (NRIC No.: _____)
hereby acknowledge that I have read and I understand the terms of the Personal Data Protection Policy above, and I agree / consent to the processing of my Personal Data as described above.

Signature Name:
NRIC:
Date:

*** This is digitally signed Acknowledgment for Personal Data Protection Policy**