



Dated this day of 202X

BETWEEN

COWAY (MALAYSIA) SDN. BHD.
(Company No. 200601015668) (AJL931694)

AND

[INSERT HOM CODE] [INSERT HOM NAME]
[INSERT HOM NRIC NO.]

**AGREEMENT TO ENGAGE INDEPENDENT CONTRACTOR
AS HP ORGANISATION MANAGER**

AGREEMENT TO ENGAGE INDEPENDENT CONTRACTOR AS HP ORGANISATION MANAGER

This Agreement to Engage Independent Contractor as HP Organisation Manager (hereinafter “**Agreement**”) is made on [insert date] between **Coway (Malaysia) Sdn. Bhd. (Company No. 200601015668)**, a company incorporated in Malaysia and having its principal place of business at Level 20, Ilham Tower, No. 8 Jalan Binjai, 50450 Kuala Lumpur, Malaysia (hereinafter “**Coway**”) and the individual as outlined in Section 1 of Schedule 1 herein below (hereinafter “**HP Organisation Manager**”).

Coway and HP Organisation Manager shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

This Agreement sets out the terms and conditions between Coway and HP Organisation Manager to regulate HP Organisation Manager’s business of providing the services as outlined in Section 6 of Schedule 1 herein below (hereinafter “**Services**”). HP Organisation Manager is free to manage his business in the manner he deems fit but shall ensure that his business complies with this Agreement.

1. INTERPRETATION

1.1 In interpreting this Agreement, unless the context requires otherwise:

- (a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- (b) headings to the Clauses in this Agreement are for convenience of reference only, and shall not be taken, read or construed as essential parts of this Agreement;
- (c) any schedules and/or attachments, including any reference to other documents as stated in the schedules and/or attachments to this Agreement shall form an integral part of this Agreement; and any reference to this Agreement shall include references to all such schedules and attachments;
- (d) any reference to a period of days or between dates shall be inclusive of the starting day or date and the ending day or date;
- (e) a reference to a company shall mean a company as defined under the Companies Act 2016;
- (f) a reference to any legislation shall include a reference to any statutory modifications or re-enactment thereof; and
- (g) a reference to writing shall include typewriting, handwriting, lithography and other methods of producing words in visible form.

2. ENGAGEMENT AND TERM

2.1 Subject to HP Organisation Manager complying with the requirements as outlined in Section 7 of Schedule 1 herein below (hereinafter “**Entry Requirements**”), HP Organisation Manager is

engaged as an independent contractor, in the role as outlined in Section 2 of Schedule 1 herein below, to provide the Services, in accordance with the terms and conditions as outlined in this Agreement.

- 2.2 The engagement shall commence on the date as outlined in Section 3 of Schedule 1 herein below (hereinafter “**Commencement Date**”) and expire on the date as outlined in Section 4 of Schedule 1 herein below (hereinafter “**Expiry Date**”), unless earlier terminated in accordance with this Agreement. This Agreement shall automatically terminate on the Expiry Date, without further notice from either Party, and no renewal shall be implied, assumed or expected.

3. PLACE OF BUSINESS

- 3.1 HP Organisation Manager shall not be provided with a designated place of business and/or office space by Coway to provide the Services. However, as a goodwill gesture, Coway permits HP Organisation Manager to use the Contact Centre (as defined in Clause 3.2 below) if needed in providing the Services.
- 3.2 HP Organisation Manager shall be present at the premises as outlined in Section 9 of Schedule 1 herein below (hereinafter “**Contact Centre**”) as and when notified by Coway.
- 3.3 At all material times, HP Organisation Manager shall not represent to anyone, including but not limited to, Coway’s customers and/or statutory bodies that the Contact Centre is his place of business and/or work.

4. HOURS OF ENGAGEMENT

- 4.1 Subject to Clause 3.2 above, HP Organisation Manager is not bound by any fixed hours of engagement and has the sole discretion to determine and manage his schedule and/or operating hours for the purposes of providing the Services.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and to undertake its obligations in this Agreement at the time of execution of this Agreement.
- 5.2 HP Organisation Manager warrants and represents that at the date of this Agreement and throughout the term of this Agreement:
- (a) HP Organisation Manager is a Malaysian citizen or resident or foreigner permitted by Malaysian law to conduct business in Malaysia and shall maintain such status throughout his engagement as HP Organisation Manager;
 - (b) HP Organisation Manager is not a bankrupt;
 - (c) HP Organisation Manager is at least eighteen (18) years of age;
 - (d) HP Organisation Manager possesses good character, and does not have any criminal

record or any other factor(s) that may reasonably affect or impede HP Organisation Manager's performance of the Services;

- (e) HP Organisation Manager and his spouse are not and shall not directly or indirectly:
 - (i) engage with; (ii) be involved in; or (iii) associate with, any organisation which is in competition with Coway or conduct business with such competitors of Coway or any of their affiliated entities. For the avoidance of doubt, HP Organisation Manager 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 Coway within and/or outside Malaysia. This provision is solely intended to safeguard Coway's interests and does not establish an employee-employer relationship between Coway and HP Organisation Manager; and
- (f) All information and documents furnished and represented to Coway for the effective carrying out of this Agreement are true, accurate and complete and HP Organisation Manager has fully and frankly disclosed any and all circumstances that may be reasonably deemed to:
 - (i) have a material influence on Coway's decision to enter into this Agreement with him; and/or (ii) impair his ability to carry out the Services pursuant to this Agreement.

6. STATUS OF HP ORGANISATION MANAGER

- 6.1 HP Organisation Manager is carrying out his own business by providing the Services as an independent contractor. No provision outlined in this Agreement shall be construed as establishing HP Organisation Manager as a partner, agent, or an employee of Coway or constitute a joint venture between the Parties. HP Organisation Manager is prohibited from presenting himself to any individual or entity as an employee, partner or agent of Coway or that the Contact Centre and/or any other Coway premises/offices is his place of business and/or work.
- 6.2 The Parties acknowledge and agree that HP Organisation Manager being an independent contractor and not an employee of Coway, shall:
 - (a) be solely responsible for the discharge of any tax obligations in accordance with Malaysian law for any payments received, including but not limited to commissions, benefits and any other form of compensation, in this Agreement;
 - (b) not be:
 - (i) entitled to any compensation, payments and benefits ordinarily accorded to Coway's employees, including but not limited to, basic salary, allowances, overtime payments, work/employment injuries or occupational diseases claims, payment of annual bonuses and/or annual increments;
 - (ii) eligible for promotions;
 - (iii) subject to the following in providing the Services: (1) annual appraisals; (2) probation period; and/or (3) retirement; and

- (iv) subject to medical health screening as typically required for employees prior to the commencement of his engagement to provide the Services.

6.3 As HP Organisation Manager is not an employee of Coway, HP Organisation Manager acknowledges that Coway shall not make any monthly tax deductions (save for the purpose of withholding tax, if any) or employer contributions under the Employees Provident Fund Act 1991, Employees' Social Security Act 1969, Employment Insurance System Act 2017 and any other statutory contributions applicable to Coway's employees, in respect of any payments received by HP Organisation Manager, including but not limited to commissions, benefits and any other form of compensation, under this Agreement and/or any other schemes, formulas and/or plans as notified to HP Organisation Manager in writing from time to time by Coway.

7. **TERMS OF PERFORMANCE**

7.1 HP Organisation Manager shall, at all times throughout his engagement:

- (a) diligently, faithfully and competently provide the Services and other services as notified to HP Organisation Manager from time to time by Coway in accordance with this Agreement, including but not limited to, overseeing and/or coordinating the efforts of HP Organisation members who support him in carrying out the Services (i.e. HP Organisation Manager's downlines within his network) (hereinafter "**Downlines**");
- (b) use best endeavours to promote Coway's interests, and present Coway and its products as outlined in Section 5 of Schedule 1 herein below (hereinafter "**Products**") in a favourable, truthful and accurate manner. HP Organisation Manager shall also safeguard the reputation and image of Coway and the Products. In doing so, HP Organisation Manager shall ensure they are not harmed in any way and refrain from undertaking any activities that could harm the reputation and image of Coway and the Products or create a conflict of interest with Coway's business;
- (c) comply with all terms and conditions outlined in this Agreement and/or standards as notified to HP Organisation Manager during the term of this Agreement, either express or implied, and/or such further practices which are enforced from time to time including but not limited to the requirements as outlined in Section 12 of Schedule 1 herein below (hereinafter "**Coway's Requirements**");
- (d) be solely responsible for becoming aware of and complying with all applicable laws, ordinances, regulations and orders in providing the Services, including but not limited to, the requirements as outlined in Section 11 of Schedule 1 herein below, where applicable (hereinafter "**Compliance Requirements**");
- (e) not pay, give, or offer or promise to pay or give, any money or any other thing of value, including any form of personal discount or any unauthorised discounts, 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 HP Organisation Manager's engagement in this Agreement and/or Coway's business;

- (f) not enter into any agreement or arrangement with any competitors of Coway; and
- (g) comply with all other terms as outlined in Section 10 of Schedule 1 herein below (hereinafter "**Other Terms of Performance**").

7.2 In the event HP Organisation Manager fails to provide the Services to the complete satisfaction of Coway and/or in accordance with this Agreement, Coway may, at its sole discretion, either:

- (a) provide an opportunity to HP Organisation Manager to rectify such failure. In such event, HP Organisation Manager shall immediately rectify such failure, failing which Coway reserves the right to terminate this Agreement without notice and without any payments, in accordance with Clause 9.1 below; or
- (b) terminate this Agreement immediately without notice and without any payments, in accordance with Clause 9.1 below.

7.3 HP Organisation Manager retains complete autonomy over his business operations in providing the Services, including but not limited to, the scheduling, operating hours, methods and/or decision making, except as otherwise provided in this Agreement. For the avoidance of doubt, the expectations of HP Organisation Manager to provide the Services in accordance with this Agreement is solely for the purpose of the proper administration of Coway's business and to protect Coway's corporate image.

8. PAYMENTS

8.1 HP Organisation Manager shall be compensated for the Services in accordance with this Agreement, including but not limited to, Coway's HP Organisation Marketing Scheme as outlined in Section 8 of Schedule 1 herein below (hereinafter "**Marketing Scheme**") and/or any other schemes, formulas and/or plans as notified to HP Organisation Manager in writing from time to time by Coway.

8.2 HP Organisation Manager shall not be entitled to any other payments, including but not limited to, commissions, benefits and any other form of compensation, apart from those outlined in this Agreement unless notified to HP Organisation Manager in writing by Coway.

8.3 Coway reserves the right at its sole discretion to claw back, cease, deduct, revise, vary and/or revoke any payments received by and/or payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement and/or any other miscellaneous payments made under the Marketing Scheme or other schemes, and/or plans binding on HP Organisation Manager from time to time and/or at any time, without consulting HP Organisation Manager, by providing three (3) days' prior written notice to HP Organisation Manager, in accordance with the terms and conditions in this Agreement. This provision also applies to payments payable under Clause 16.6 below.

8.4 Notwithstanding the provisions outlined in the Marketing Scheme and/or any other schemes,

formulas and/or plans issued by Coway, in the event a customer ceases to pay or defaults in the payment of any rental payments due and payable to Coway, then any commissions payable to HP Organisation Manager shall cease immediately following such default and Coway reserves the sole discretion to recover and/or claw back any commissions paid to HP Organisation Manager in respect of such customer. Where a customer ceases to pay or defaults in the payment of the rental which is overdue by six (6) months, HP Organisation Manager shall no longer be entitled to any commissions derived from such rentals even if the customer resumes payment.

- 8.5 In the event HP Organisation Manager is under investigation for any breaches of the terms and/or conditions of this Agreement, all payments payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement, shall be withheld until completion of the investigation. Should HP Organisation Manager be found liable for/guilty of any breaches of the terms and/or conditions of this Agreement, Coway reserves the sole discretion to take all appropriate action, including but not limited to, forfeiture, in whole or in part, of all payments received by or otherwise payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement. Should HP Organisation Manager be found not liable for/guilty of any breaches of the terms and/or conditions of this Agreement, all payments payable to HP Organisation Manager, including but not limited to commissions, benefits and any other form of compensation, under this Agreement, shall be released to HP Organisation Manager. This provision also applies to payments payable under Clause 16.6 below.
- 8.6 Further and not in derogation of Clause 8.5 above, in the event HP Organisation Manager is found liable for or guilty of any breaches of the terms and/or conditions of this Agreement, Coway reserves the sole discretion to recover and/or claw back all payments due or payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement, from any future payments or earnings, to indemnify Coway for losses and damages suffered arising from HP Organisation Manager's breaches of the terms and/or conditions of this Agreement.
- 8.7 In the event any Downline is found liable for or guilty of any breaches of the terms and/or conditions of any agreement entered into between the Downline and Coway and/or in relation to the Services that the Downline supports HP Organisation Manager in providing, Coway reserves the sole discretion, to take all appropriate action against HP Organisation Manager, including but not limited to, forfeiture, in whole or in part, of all payments received by or otherwise payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement.
- 8.8 All payments payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement shall be paid on the tenth (10th) calendar day of every month and/or any other date to be determined by Coway, subject to HP Organisation Manager's compliance with this Agreement. Coway reserves the sole discretion to vary the payment cycle from time to time and/or at any time, without consulting HP Organisation Manager, by providing three (3) days' prior written notice to HP Organisation Manager.
- 8.9 In the event of termination with notice by either Party in accordance with Clause 9.2 below,

Coway shall cease all payments to HP Organisation Manager on the last day of the notice period including but not limited to commissions, benefits and any other form of compensation, under this Agreement irrespective of whether such payments are due or payable at the time of or earned prior to the termination of this Agreement. For the avoidance of doubt, HP Organisation Manager shall not be entitled to any payments, including but not limited to commissions, benefits and any other form of compensation, under this Agreement earned prior to the termination of this Agreement in the event the payment cycle for these payments is after HP Organisation Manager's last day of notice period. This provision also applies to payments payable under Clause 16.6 below.

- 8.10 In the event of termination without notice in accordance with Clause 9.1 below or expiry of this Agreement, Coway shall immediately cease all payments to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement, irrespective of whether such payments are due or payable at the time of or earned prior to the termination or expiry of this Agreement. For the avoidance of doubt, HP Organisation Manager shall not be entitled to any payments, including but not limited to, commissions, benefits and any other form of compensation, under this Agreement earned prior to the termination or expiry of this Agreement in the event the payment cycle for these payments is after the termination date or Expiry Date of this Agreement. This provision also applies to payments payable under Clause 16.6 below.

9. TERMINATION

- 9.1 Coway reserves the right at its sole discretion to terminate this Agreement, without notice and without any payments, including but not limited to, commissions, benefits and any other form of compensation, that would otherwise be payable to HP Organisation Manager under this Agreement, in the event HP Organisation Manager commits, inter alia, the following:
- (a) breaches and/or fails to comply with all terms and conditions outlined in this Agreement and/or standards as notified to HP Organisation Manager during the term of this Agreement, either express or implied, and/or such further practices which is enforced from time to time; or
 - (b) fails to achieve the minimum performance targets outlined in this Agreement and/or as notified to HP Organisation Manager by Coway from time to time.
- 9.2 Notwithstanding Clause 9.1 above, either Party shall have the right to terminate this Agreement, without any cause or reason, by providing one (1) months' notice in writing to the other Party.
- 9.3 Throughout the notice period of termination, HP Organisation Manager shall continue to conduct himself in a positive, professional and favourable manner towards Coway's customers in accordance with the terms and conditions outlined in this Agreement for the proper administration of Coway's business and to protect Coway's corporate image.
- 9.4 Upon expiry and/or termination of this Agreement, HP Organisation Manager shall:
- (a) return all Confidential Information (defined in Clause 11.2 herein below) whether

embodied or recorded in a tangible or intangible form which is in HP Organisation Manager's possession within five (5) days;

- (b) return any stocks, materials, products or assets belonging to Coway, in HP Organisation Manager's possession, without any damage whatsoever, within five (5) days;
- (c) cease providing the Services; and
- (d) act in accordance with the relevant requirements as outlined in this Agreement.

9.5 In the event of immediate termination without notice in accordance with Clause 9.1 above, HP Organisation Manager is not allowed to re-join Coway in any position or capacity.

9.6 In the event of expiry of this Agreement or termination with notice by either Party in accordance with Clause 9.2 above, HP Organisation Manager is not allowed to re-join Coway in any position or capacity, for at least twelve (12) months from HP Organisation Manager's last day of engagement or such other period as Coway may deem fit.

9.7 Notwithstanding and without prejudice to any other provisions in this Agreement, Coway reserves the right to commence legal proceedings against HP Organisation Manager for breaches and/or non-compliance with the terms and conditions outlined in this Agreement and/or standards communicated to HP Organisation Manager during the term of this Agreement, whether express or implied, and/or such additional practices subsequently enforced, for damages, recovery of any losses and any other relief as Coway deems fit.

10. NON-CONFLICT OF INTERESTS

10.1 Subject to Clause 5.2(e) above, as an independent contractor operating his own business, HP Organisation Manager is allowed to carry out other businesses and/or employment during his engagement with Coway, provided that all terms and conditions outlined in this Agreement are adhered to at all times. HP Organisation Manager is obliged to notify Coway in writing of all other businesses and/or employment which HP Organisation Manager is involved in throughout his engagement with Coway, failing which Coway reserves the right to terminate this Agreement without notice in accordance with Clause 9.1 above.

10.2 Subject to Clause 11 below, during the term of this Agreement and for a period of twelve (12) months after expiry or termination of this Agreement, HP Organisation Manager shall not directly or indirectly:

- (a) solicit or entice away, or attempt to solicit or entice away from Coway any person who is or has been during the term of this Agreement and one (1) year thereafter, a customer of Coway;
- (b) solicit or entice away, or attempt to employ, solicit or entice away from Coway any person who is an officer, manager, consultant, employee and/or independent contractor of Coway; and

- (c) post or share any information online, solicit or hold meetings or interactions of any kind, disclose Coway's business plans or information and/or sell and/or promote any products or materials related to and/or with any competitors of Coway.

10.3 Except as provided herein, HP Organisation Manager 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 Coway or any of Coway's holding company, branches, subsidiaries, affiliates, associates and/or related corporations (whether existing or future).

11. **CONFIDENTIALITY**

11.1 HP Organisation Manager recognises and acknowledges that in the course of providing the Services, HP Organisation Manager shall have access to or otherwise become aware of or acquire certain Confidential Information (as defined in Clause 11.2 below) of Coway and/or any of its holding company, branches, subsidiaries, affiliates, associates and/or related corporations (whether existing or future) and/or the third parties as stipulated in Clause 11.2(c) below.

11.2 "**Confidential Information**" refers to all confidential or proprietary information (whether tangible or intangible):

- (a) disclosed (by whatever means, directly or indirectly) by Coway to HP Organisation Manager, whether before, during or after the term of this Agreement, including but not limited to:
 - (i) information related to the Products, such as its design, development, manufacturing processes, technical specifications, formulas, methodologies, and service/maintenance techniques;
 - (ii) marketing and sales strategies, such as sales techniques, promotional activities, pricing strategies, marketing and commission schemes, business plans, market analysis and distribution channel management;
 - (iii) financial information, such as financial records, pricing information, budgets, projections and forecasts;
 - (iv) all industrial and intellectual property rights, such as patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, software, know-how, trade secrets, proprietary processes, formulas, inventions, trade dress, logos, and designs. This also covers all related documentation and media that describe or relate to these rights;
 - (v) other information with respect to Coway, which, if divulged to the competitors of Coway, may impair its ability to compete in the marketplace; and
 - (vi) any other information that HP Organisation Manager should reasonably recognise as confidential;

- (b) contained in this Agreement, including the existence of this Agreement;
- (c) relating to Coway or its customers, clients, employees, contractors, third party service providers, suppliers or other contacts which is disclosed to, or processed or otherwise handled by HP Organisation Manager in the course of the performance of HP Organisation Manager's obligations under this Agreement, including any personal data; and
- (d) such other terms as agreed by the Parties from time to time deemed to be of a confidential nature.

11.3 HP Organisation Manager acknowledges that all Confidential Information belongs exclusively to Coway and is considered highly confidential and not publicly available.

11.4 As a recipient of such Confidential Information, HP Organisation Manager agrees at all material times:

- (a) to treat such information as proprietary and confidential, using at least the same degree of care as he would use to protect his own Confidential Information of a similar nature;
- (b) not to use or disclose (or allow the use or disclosure of) the Confidential Information for any purposes to any third party without Coway's prior permission, and maintain such Confidential Information as secret and in strict confidence;
- (c) not to directly or indirectly cause the Confidential Information to be reproduced, distributed, disclosed and/or imparted to any third party and in particular, to HP Organisation Manager's present or future: (i) employers; (ii) clients; and/or (iii) customers;
- (d) not to use the Confidential Information to solicit or enter into any business transactions or any undertaking which will be adverse to Coway's business;
- (e) not to use, implement or modify any of the Confidential Information for any personal benefit or for the benefit of HP Organisation Manager's present or future: (i) employers; (ii) clients; and/or (iii) customers;
- (f) to immediately notify and cooperate with Coway upon discovering that the Confidential Information has been distributed and/or divulged in the public domain or to unauthorised persons, to ensure that such divulgence is promptly contained and stopped; and
- (g) to indemnify Coway for any breach of confidentiality caused by HP Organisation Manager, including but not limited to, claims by third parties as well as any legal costs incurred as a result.

11.5 HP Organisation Manager shall adhere to the terms and conditions contained in Coway's Confidentiality and Security Policy outlined in Schedule 3 herein below (hereinafter "**Confidentiality and Security Policy**").

- 11.6 In accordance with Clause 9.4(a) above, upon expiry or termination of this Agreement, as requested by Coway, HP Organisation Manager shall either certify the destruction of, or return to Coway, all Confidential Information and all copies thereof, in any tangible form whatsoever, including but not limited to, any copies stored electronically, magnetically, or in any other media, unless HP Organisation Manager is expressly authorised by Coway to retain such Confidential Information or where retention is required by law or governmental regulations.
- 11.7 HP Organisation Manager understands and acknowledges that the provisions of this Clause 11 are reasonably necessary to protect and preserve Coway's interests and that any breach of these terms will cause irreparable harm to Coway, for which remedies at law may be inadequate. In such instances, Coway shall be entitled, in addition to any other available remedies, to seek preliminary and permanent injunctive relief and other equitable remedies in a court of law.
- 11.8 Any breach of this Clause 11 by HP Organisation Manager shall entitle Coway to terminate this Agreement without notice in accordance with Clause 9.1 above. HP Organisation Manager shall indemnify Coway for all damages caused to or suffered by Coway arising from such breach.
- 11.9 The obligations under this Clause 11 and the terms outlined in the Confidentiality and Security Policy shall apply during the term of this Agreement and will survive after the expiry or termination of this Agreement for any reason.

12. INDEMNITY

- 12.1 HP Organisation Manager shall indemnify and hold harmless Coway, its affiliates and their respective officers, directors, employees and agents from and against any claims, damages, losses, expenses (including reasonable attorneys' fees), demands, actions, and causes of action arising out of or resulting from HP Organisation Manager's: (a) breaches of any terms and conditions of this Agreement, including negligent or unlawful acts or omissions; (b) misuse or misappropriation of any intellectual property rights or Confidential Information belonging to Coway or any third party; (c) any income tax and other duties or taxes payable by HP Organisation Manager; or (d) any loss or liability incurred or suffered by Coway arising from HP Organisation Manager acting beyond the scope of any actual or ostensible authority.
- 12.2 The indemnity obligations set forth in this Clause 12 and Clause 11 above shall include all legal costs incurred including attorney's/legal professional's fees in both civil and criminal cases, and any damages or compensation levied against or incurred by Coway or any of its board members, managers, secretaries or persons holding similar positions, or claimed from Coway by any customer or third party.
- 12.3 The provisions of this Clause 12 shall survive the termination or expiry of this Agreement.

13. NOTICES

- 13.1 All notices, memorandums, requests, documents or other communications in connection with this Agreement shall be in writing and shall be delivered by normal post, facsimile or electronic mail to the addresses or destinations specified at the beginning of this Agreement or to such

other addresses or destinations as the Parties may designate from time to time.

13.2 Any notice required to be given shall be deemed to have been received:

- (a) in the case of delivery by normal post - within five (5) days; and
- (b) in the case of delivery by electronic mail - upon sending, provided that the e-mail is sent to the correct designated address.

14. PERSONAL DATA

14.1 HP Organisation Manager hereby consents to the processing of his personal data pursuant to the personal data protection notice as outlined in Schedule 4 herein below (hereinafter “**Personal Data Protection Notice**”).

15. FORCE MAJEURE

15.1 Coway shall not be liable to HP Organisation Manager for any total or partial failure of any of its obligations under this Agreement due to force majeure.

15.2 For purposes of this Clause 15, “force majeure” shall include any acts of God, pandemic, strike, lockout, movement control order or lockdown, labour dispute, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other events beyond Coway’s control.

15.3 The operation of this Agreement shall be suspended during the period (and only during the period) in which the force majeure event exists. If the force majeure event continues for more than two (2) months and significantly impacts the performance of the Services and/or commercial purpose of this Agreement, Coway reserves the right to terminate this Agreement at its sole discretion without notice and without any obligation to make payments, including but not limited to commissions, benefits and any other form of compensation to HP Organisation Manager.

16. MISCELLANEOUS

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

16.2 Time shall be of the essence of this Agreement in relation to any time, date or period specified in this Agreement or subsequently amended by written agreement between the Parties.

16.3 Any delay or omission, by either Party in demanding compliance with the terms and conditions of this Agreement shall not constitute a waiver of the right to enforce such terms and conditions; and such Party may still make such demands or requests at any time.

16.4 HP Organisation Manager may not transfer this Agreement, in whole or in part, without

Coway's written consent, and any attempt to carry out such transfer shall be considered null and void. Coway reserves the right to transfer its rights and obligations under this Agreement to any successors, affiliates or entities as it deems fit, with prior written notice to HP Organisation Manager.

- 16.5 This Agreement supersedes all prior agreements, representations, promises and understandings between the Parties regarding the provision of the Services, and constitutes the entire agreement between the Parties, except as amended in writing by Coway.
- 16.6 Notwithstanding Clause 16.5 above, any balance or outstanding payments payable to HP Organisation Manager, including but not limited to, commissions, benefits and any other form of compensation, under any prior agreements between the Parties, where the HP Organisation Manager was previously engaged in a different capacity/role (i.e. as Coway's Health Planner or another HP Organisation Manager role), shall continue to be paid by Coway in accordance with the terms of those prior agreements, if any. However, if HP Organisation Manager is no longer actively engaged by Coway, all such payments shall cease.
- 16.7 Coway reserves the right to revise, amend or vary the terms and conditions of this Agreement including but not limited to the Marketing Scheme and/or any other schemes and/or plans from time to time, without consulting HP Organisation Manager, by providing three (3) days' prior written notice to HP Organisation Manager.
- 16.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16.9 This Agreement shall be governed by the laws of Malaysia. Any disputes arising from the interpretation or enforcement of this Agreement, shall be subject to the jurisdiction of the Malaysian courts.

[The remainder of this page has been intentionally left blank]

EXECUTION PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement accordingly:

COWAY:

For and on behalf of
Coway (Malaysia) Sdn. Bhd.
(Company No. 200601015668) (AJL931694)
by its duly authorised representative

Name:

Designation: Managing Director

HP ORGANISATION MANAGER:

I hereby acknowledge that I have read, understood and agree to the terms and conditions of this Agreement, including all schedules and attachments and any reference to other documents as stated therein.

HOM Name

Name: FULL NAME

NRIC/Passport No: HP ORGANISATION MANAGER NRIC/PASSPORT NO.

Date: EXECUTION DATE

*** This is a digitally signed agreement.*

SCHEDULE 1
FURTHER PARTICULARS OF THIS AGREEMENT

Section	Item	Particulars
1	HP Organisation Manager	(a) Name: [insert details] (b) NRIC/Passport No: [insert details] (c) Residential Address: [insert details]
2	Role	Senior Sales Manager (SM)
3	Commencement Date	1.7.2024
4	Expiry Date	31.12.2024
5	Products	Products shall mean and include all goods and/or services provided, sold, marketed and/or rented by Coway, its subsidiaries, associates or affiliates whether within and/or outside Malaysia via direct selling or through retail business.
6	Services	<p>(a) Lead, oversee and/or coordinate the efforts of the respective category of the Downlines who support him in carrying out the Services, as follows:</p> <p style="padding-left: 40px;">(i) Health Planners (“HPs”) (applicable to Health Managers (“HMs”), Senior Sales Managers (“SMs”) and Sales General Managers (“GMs”));</p> <p style="padding-left: 40px;">(ii) HMs (applicable to SMs and GMs); and</p> <p style="padding-left: 40px;">(iii) SMs (applicable to GMs).</p> <p>(b) Sell and/or market the Products to individuals or organisations within Malaysia in instances where expressly permitted or authorised by Coway.</p> <p>(c) Perform the obligations outlined in paragraphs (a) & (b), categorised by each HP Organisation Manager role, as follows:</p> <p style="padding-left: 40px;">(i) <u>Health Manager (HM)</u></p> <ul style="list-style-type: none"> • Track and report on the Downlines’ sales performances to SM. • Build and maintain customer relationships within his network. • Develop and implement effective sales strategies for execution by the Downlines within his network. • Address and resolve issues related to sales

		<p>and customer interactions within his network.</p> <p>(ii) <u>Senior Sales Manager (SM)</u></p> <ul style="list-style-type: none"> • Drive and monitor sales performances within his network. • Analyse and report sales metrics of his network to GM, and develop sales forecasts and other relevant forecasts. • Build and maintain customer relationships within his network. • Develop and implement sales strategies/techniques tailored to his network. • Provide training(s) and continuously motivate the Downlines to achieve their sales goals. <p>(iii) <u>Sales General Manager (GM)</u></p> <ul style="list-style-type: none"> • Report sales performances of his network and provide related strategic insights to Senior Sales General Manager (“SGM”). • Ensure his network’s sales strategies/techniques are aligned with Coway’s corporate goals. • Oversee the overall sales functions of his network. • Provide motivational training(s) to enhance the performance of the Downlines and his network. <p>Note: ‘network’ refers to the respective group/team within the HP Organisation, which consists of HP Organisation Manager and his Downlines.</p>
7	Entry Requirements	As listed in the Marketing Scheme.
8	Marketing Scheme	<p>The Marketing Scheme refers to the prevailing HP Organisation Marketing Scheme applicable during the material time.</p> <p>HP Organisation Manager will be entitled to the commissions outlined in the Marketing Scheme which shall be communicated and furnished to HP Organisation Manager from time to time.</p> <p>The prevailing Marketing Scheme as of the date of this Agreement is attached in Schedule 5 herein below. Any future revisions to the Marketing Scheme will be communicated and furnished to HP Organisation Manager.</p>

9	Contact Centre	Contact Centre refers to [insert details] and shall include any other premises as advised by HP Organisation Manager's designated contact person. For the avoidance of doubt, Coway reserves the sole discretion to change the Contact Centre without consulting HP Organisation Manager by providing three (3) days' prior written notice.
10	Other Terms of Performance	When providing the Services, HP Organisation Manager shall carry the Authority Card issued by Coway upon execution of this Agreement. HP Organisation Manager must present the Authority Card, upon request, to all potential customers or any third parties legally entitled to view the Authority Card. For the avoidance of doubt, this Authority Card is not an employee identification card.
11	Compliance Requirements	<p>Throughout HP Organisation Manager's engagement, HP Organisation Manager is required to comply with the provisions of among others, the following:</p> <ul style="list-style-type: none"> (a) The Direct Sales and Anti-Pyramid Scheme Act 1993 (where applicable); (b) The Direct Selling Association of Malaysia Code of Conduct (where applicable); (c) The Malaysia Anti-Corruption Commission Act 2009; (d) Any other legislations, ordinances, regulations and codes which governing direct selling schemes; and (e) Any other legislations, ordinances, regulations and codes which Coway may notify HP Organisation Manager from time to time.
12	Coway's Requirements	<p>Throughout HP Organisation Manager's engagement, HP Organisation Manager is required to comply with the provisions of among others, the following:</p> <ul style="list-style-type: none"> (a) Coway's Code of Business Conduct (for Organisation Members) as outlined in Schedule 2 herein below; (b) The Confidentiality and Security Policy as outlined in Schedule 3 herein below; and (c) The Marketing Scheme as outlined in Schedule 5 herein below.

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SCHEDULE 2



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; <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
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	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	refers to the place where you provide your services such as the Company's or the Customers' premises and extends to: (a) service-related social functions; (b) service-related conferences or programs/briefings; (c) service-related travels.
Customer(s)	refers to Coway's existing and/or prospective/potential customers.
Employees	refers to Coway's employees (whether on a permanent, fixed-term or temporary basis), regardless of position, including the Middle Management and Higher Management. For the avoidance of doubt, it does not include independent contractors engaged within the Organisations.
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. (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. (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.

	<p>(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.</p> <p>(15) Filling in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers without their prior written consent.</p>
Gross Breach	<p>(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).</p> <p>(2) Allowing unauthorised persons to conduct sales or provide services on your behalf.</p> <p>(3) Making payments, whether in respect of rental/outright sales, on behalf of Customers.</p> <p>(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.</p> <p>(5) Failing to comply with the Company's directions or procedures when handling Customers' payments.</p> <p>(6) Accepting sales from any former Organisation Members.</p> <p>(7) Conducting sales or advertising for sales in respect of the Company's Products and/or Services on any third party online shopping platforms.</p> <p>(8) Committing scams or fraud on Customers.</p> <p>(9) Using misleading, deceptive or unfair sales practices which may cause financial and/or reputational damage to the Company.</p> <p>(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.</p> <p>(11) Engaging in proxy sales.</p> <p>(12) Failing to furnish Customers with a copy of the Sales Order/Application Form prior to or at the time of sale.</p> <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>

(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	(1) Negligently causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders. (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.
Gross Breach	(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. (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.

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

Severity	Conduct
Major Breach	(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	(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

	<p>Company.</p> <p>(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.</p> <p>(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.</p> <p>(5) Being convicted and/or imprisoned for any criminal offence by a court of law.</p> <p>(6) Forging the signature of Internal Stakeholders on any agreements to which the Company is a party to or the Company's official documents.</p> <p>(7) Forging the signature of Internal Stakeholders on any documents/letters/forms.</p> <p>(8) Deliberately or negligently misrepresenting facts to obtain contract or other material or non-material advantage in the Company.</p> <p>(9) Failing to disclose any serious infections or contagious diseases (e.g. Hepatitis, Aids and Tuberculosis, Covid-19) to your superior(s)/the Company.</p> <p>(10) Producing fake documents or falsifying documents to mislead Internal Stakeholders or External Stakeholders.</p> <p>(11) Wilfully or negligently misrepresenting or falsifying information contained in the Company's documents to mislead External Stakeholders or the public.</p> <p>(12) Wilfully or negligently misleading External Stakeholders by making commitments or guarantees on behalf of the Company without authorisation.</p> <p>(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.</p>
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(v.3) Misuse of the Company's Assets

Severity	Conduct
Major Breach	<p>(1) Using the Company's name to support or oppose any local or overseas political parties and/or its agenda/activities, directly or indirectly.</p> <p>(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.</p> <p>(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.</p> <p>(4) Providing services other than the Company's Products and/or Services to Customers or other third parties using the Company's Assets.</p>
Gross Breach	<p>(1) Stealing or attempting to steal the Company's Assets.</p> <p>(2) Misappropriating the Company's Assets for personal use or for</p>

	<p>the use of others.</p> <p>(3) Intentionally or recklessly damaging the Company's Assets.</p> <p>(4) Removing and/or selling the Company's Assets without authorisation.</p> <p>(5) Misusing the Company's Assets for purposes other than providing the Company's Services.</p> <p>(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.</p> <p>(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.</p> <p>(8) Reselling the Company's Products and/or Services at a higher price for personal gain.</p> <p>(9) Misappropriating or embezzling any funds or any other monetary assets of the Company.</p>
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(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	<p>(1) Disclosing trade secrets or confidential records or information concerning the Company to Competitors or any third parties.</p> <p>(2) Misusing Customers' or Internal Stakeholders' Personal Data.</p> <p>(3) Disclosing Personal Data of Internal Stakeholders or External Stakeholders to unauthorised persons without consent.</p> <p>(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).</p>

	<p>(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).</p> <p>(6) Disclosing or attempting to disclose any ongoing internal investigations relating to a complaint or matter to unauthorised persons.</p>
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(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	<p>(1) Contravening the Company's rules and regulations, policies or operating procedures.</p> <p>(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.</p>
Gross Breach	<p>(1) Persistently contravening the Company's rules and regulations, policies or operating procedures.</p> <p>(2) Contravening the Company's rules and regulations, policies or operating procedures which may cause financial and/or reputational damage to the Company.</p> <p>(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.).</p> <p>(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.</p>

* 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

CONFIDENTIALITY AND SECURITY POLICY

1. INTRODUCTION

At Coway (Malaysia) Sdn. Bhd. (“**Coway**”, “**Company**”, “**we**”, “**us**”, or “**our**”), protecting confidential and sensitive information is essential to maintaining our trust and integrity. As our service providers and third party intermediaries (collectively, “**Business Associates**”, “**you**”, or “**your**”), you are expected to adhere to this Confidentiality and Security Policy (“**Policy**”), which outlines the necessary measures to safeguard all Coway’s proprietary and sensitive data you may encounter in the course of your dealings with Coway. Coway and Business Associates shall hereinafter collectively be referred to as the “**Parties**”.

This Policy ensures that all data is handled with the highest level of security and in compliance with relevant legal and regulatory standards. Your commitment to these practices is crucial in preserving the confidentiality and security of our operations.

2. GENERAL RULES

- (a) For the purpose of understanding this Policy, capitalised terms have the following meaning:
- (i) “**Agreement**” means every Coway service contracts and/or agreements to engage Business Associates and shall include references to all such schedules and attachments stated in the said contracts and/or agreements.
 - (ii) “**Confidential Information**” refers to all confidential or proprietary information (whether tangible or intangible):
 - (aa) disclosed (by whatever means, directly or indirectly) by Coway to you, whether before, during or after the term of the Agreement, including but not limited to:
 - (1) information related to the Products, such as its design, development, manufacturing processes, technical specifications, formulas, methodologies, and service/maintenance techniques;
 - (2) marketing and sales strategies, such as sales techniques, promotional activities, pricing strategies, marketing and commission schemes, business plans, market analysis and distribution channel management;
 - (3) financial information, such as financial records, pricing information, budgets, projections and forecasts;
 - (4) all industrial and intellectual property rights, such as patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, software, know-how, trade secrets, proprietary processes, formulas, inventions, trade dress, logos, and designs. This

also covers all related documentation and media that describe or relate to these rights.

- (5) other information with respect to Coway, which, if divulged to the competitors of Coway, may impair its ability to compete in the marketplace; and
 - (6) any other information that Business Associates should reasonably recognise as confidential;
- (bb) contained in the Agreement, including the existence of the Agreement;
 - (cc) relating to Coway or its customers, clients, employees, contractors, third party service providers, suppliers or other contacts which is disclosed to, or processed or otherwise handled by Business Associates in the course of the performance of Business Associates' obligations under the Agreement, including any personal data; and
 - (dd) such other terms as agreed by the Parties from time to time deemed to be of a confidential nature.
- (b) You will act in the best interest of Coway and in accordance with Coway's business policies and the terms of the Agreement with Coway at all times;
 - (c) You understand that you should have no expectation of privacy when using Coway's information systems. Coway may log in, access, review, and/or otherwise utilise information stored on or passing through its systems, including email, in order to manage systems and enforce security of information.
 - (d) You understand that violation of this Policy is deemed to be a breach of the Agreement and Coway reserves the right to terminate the Agreement in accordance with the terms and conditions of the Agreement.

3. PROTECTING CONFIDENTIAL INFORMATION

- (a) You shall not disclose any Confidential Information save and except where authorised in writing by Coway or where required in the course of providing your services to Coway and only to relevant and necessary individuals. You will not take or make any copies, whether by way of hardcopy, photographically or electronically by any means whatsoever, any media or documents that contain Confidential Information out of Coway's premises unless specifically authorised to do so.
- (b) You shall not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information unless authorised by Coway. You shall only use or destroy any Confidential Information in accordance with Coway's internal policies.
- (c) You shall not make any unauthorised transmissions, inquiries, modifications, or purging of Confidential Information.

- (d) You shall not publish, disclose or transmit Confidential Information outside of Coway's network by using any electronic means whatsoever unless you are specifically authorised by Coway in writing to do so. If you do transmit Confidential Information outside of Coway using email or other electronic communication methods, you shall ensure that the said Confidential Information is encrypted and shall not be easily hacked or accessed by any other third parties.

4. FOLLOWING APPROPRIATE ACCESS

- (a) You shall only access or use systems or devices you are officially authorised to access, and shall not demonstrate the operation or function of systems or devices to unauthorised individuals including your spouse.
- (b) You shall only access Coway's software system to view Confidential information if such is required as part of your contractual obligations and having obtained Coway's express consent. You shall only access Confidential Information that you are authorised to and you shall not access such Confidential Information for any other purposes other than for purposes of performing your contractual obligations in the Agreement.
- (c) You understand and acknowledge that Coway has the right to terminate your access to use its systems or devices at its sole discretion.

5. USING PORTABLE DEVICES AND REMOVABLE MEDIA

- (a) You shall strictly not copy or store Confidential Information on removable media or portable devices such as laptops, personal mobile phones, tablets, CDs, thumb drives, external hard drives, etc., unless specifically required to do so and specifically authorised by Coway. If you are required to copy or store any Confidential Information on removable media, you shall encrypt the Confidential Information accordingly. Further, you acknowledge that Coway will keep records of your authorisation to use removable media to copy or store any Confidential Information.
- (b) You understand that any mobile or electronic device used (smartphone, Ipad, etc.) to synchronize Coway's data will contain Confidential Information and as a result, must be protected. You agree that when you are authorised to take such Confidential Information with such devices, Coway has the right to:
 - (i) require the use of only encryption capable devices;
 - (ii) prohibit data synchronisation to devices that are not capable to be encrypted or do not support the required security controls.
 - (iii) implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile or electronic device that synchronises Coway's data regardless of it being a Coway or personally owned device.
 - (iv) remotely wipe any synchronised device that: has been lost, stolen or belongs to anyone whose services with Coway has been terminated; and/or
 - (v) restrict access to any mobile application that poses a security risk to Coway's network.

6. DOING YOUR PART - PERSONAL SECURITY

- (a) You understand that where required, you may be assigned a unique identifier (e.g., 3-4 User ID) to trace your records of access and use of Confidential Information and that the identifier is associated with your personal data provided as part of the initial and/or periodic credentialing and/or contract verification processes.
- (b) You shall:
 - (i) use only your officially assigned user-ID and password;
 - (ii) use only approved licensed software; and
 - (iii) use a device with virus protection software.
- (c) You shall never:
 - (i) disclose passwords, or access codes to any unauthorised persons;
 - (ii) use tools or techniques to break/exploit security measures; and
 - (iii) connect unauthorised systems or devices to Coway's network.
- (d) You understand and acknowledge that Coway has the right terminate your username and password at its sole discretion.
- (e) You shall practice good 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.
- (f) You shall immediately notify Coway or any IT personnel of Coway if:
 - (i) your password has been disclosed, or otherwise compromised;
 - (ii) media with Confidential Information stored in it has been lost or stolen;
 - (iii) you suspect a virus infection on any system;
 - (iv) you become aware of any activity that violates the Agreement, this Policy and/or any other Coway's privacy and security policies; and/or
 - (v) you become aware of any incident(s) that could possibly have any adverse impact on the Confidential Information or Coway's systems.

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SCHEDULE 4

PERSONAL DATA PROTECTION NOTICE/NOTIS PERLINDUNGAN DATA PERIBADI

English Version

1. INTRODUCTION

At Coway (Malaysia) Sdn. Bhd. ("**Coway**", "**Company**", "**we**", "**us**", or "**our**"), we are committed to safeguarding the personal data of our service providers and third party intermediaries (collectively, "**Business Associates**", "**you**", or "**your**") and ensuring their privacy. In compliance with the Personal Data Protection Act 2010 ("**PDPA**"), this notice outlines how we collect, use, store and protect Business Associates' personal data.

2. COLLECTION OF PERSONAL DATA

- (a) You hereby consent to the Company processing personal data as provided by you and/or collected in the course of your dealings with us, which includes without limitation:
- **Application Information:** details provided when applying to become our Business Associate or when updating your information with us, including your name, national registration identification number (NRIC), photograph and contact details;
 - **Financial Information:** your bank account details and income tax number;
 - **Health Record:** vaccination status as displayed on the MySejahtera application;
 - **Third Party Details:** details relating to any other person(s) who may be identified from any information, data or document you submit to us; and/or
 - **Other Information:** any other personal information you provide to us in the course of your dealings with us.
- (b) We may also process personal data obtained from a service provider engaged by the Company and/or obtained from public domains and/or third-party referees.

3. PURPOSES

- (a) We may process your personal data for the following purposes:
- assessment of your potential engagement with the Company;
 - all matters relating to your engagement at the Company;
 - the Company's internal administrative purposes;
 - processing of any payments, including but not limited to commissions, benefits and any other form of compensation made to you;
 - to create, manage and maintain your account on the Company's business sites, platforms and applications;
 - communication purposes;
 - enforcement of the Company's business policies;
 - general administration and record purposes;
 - the Company's corporate governance;
 - the Company's, its personnel and the public's protection against injury, theft, legal liability, fraud or abuse;
 - compliance with applicable legal requirements and risk management;
 - legitimate purposes relating to the Company's affairs, which may include the conduct of litigation, investigations or dispute resolution and/or the day-to-day conduct of the

Company's business;

- other purposes that are appropriate and authorised by applicable law; and
- for and/or in connection with all other purpose incidental and/or ancillary to our business or in furtherance to any of the abovementioned purposes,

(collectively referred to as "**Purposes**").

- (b) "**Processing**" includes obtaining, recording, holding or disclosing information or data and carrying out operations on the information or data.
- (c) "**Personal data**" includes information held by the Company as to your physical or mental health, vaccination status, the commission or alleged commission of any offence by you and any proceedings for such an offence (including the outcome or sentence in such proceedings), and your political opinions, religious or similar beliefs, sexual orientation.
- (d) If you do not allow us to process all the personal data as requested, we will not be able to keep your complete record of information, thus affecting our ability to process your personal data in order to accomplish the aforementioned Purposes.
- (e) Where you have provided us with personal data of other person(s), you agree that you shall ensure that the person(s) has given consent to this notice.

4. DISCLOSURE OF PERSONAL DATA

- (a) The Company may disclose your personal data to the following parties (including those overseas):
 - our affiliates;
 - our employees, authorised agents or contractors and other third party service providers who provide services to Coway for any of the Purposes contemplated in Paragraph 3;
 - our external advisors, professional or otherwise, including solicitors, accountants and auditors;
 - government or quasi-government and regulatory authorities; and/or
 - other relevant parties, in respect of whom you have consented to the disclosure of your personal data.
- (b) In addition to the above, we may also disclose and transfer your personal data to the above third parties for the purposes of any corporate exercise involving Coway including any merger or acquisition.

5. SENSITIVE PERSONAL DATA

- (a) You hereby give us your explicit consent to process your sensitive personal data such as your mental or physical health and condition, vaccination status, religious beliefs, political affiliation, and misconduct/offences (if any) for the Purposes described above or as required by law.
- (b) We may also obtain sensitive personal data relating to you from other parties if allowed by law.

6. SECURITY OF PERSONAL DATA

- (a) We implement comprehensive technical, physical, and organisational measures to safeguard the personal data we process. These measures are designed to ensure data security, maintain confidentiality, and comply with applicable legal requirements. We continuously review and

enhance these measures to address evolving risks and uphold our commitment to data protection.

- (b) However, no data transmission over the internet can be guaranteed to be completely secure. Therefore, the Company cannot guarantee the security of any personal data transmitted to us via the internet or through the Company's business sites, platforms, and applications.
- (c) By using the Company's business sites, platforms, and applications, you acknowledge the inherent risks of using the internet and agree to assume responsibility for these risks. To further protect your personal data, please keep your username and password confidential and do not share them with others.

7. RIGHT OF ACCESS TO PERSONAL DATA

- (a) If you wish to access, correct, limit, or withdraw your personal data, or if you have any inquiries or complaints regarding our processing of your personal data, please contact us at so_hor@coway.com.my.
- (b) In the event you withdraw your consent for us to collect and process your personal data, our relationship may have to be discontinued.

8. RETENTION PERIOD

We only keep your Personal Data for as long as we require it in order to fulfil the Purposes stated above (unless we are required to keep it for a longer period to satisfy any legal, regulatory and/or accounting requirements or to protect our interests).

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Versi Bahasa Malaysia

1. PENGENALAN

Di Coway (Malaysia) Sdn. Bhd. ("**Coway**", "**Syarikat**", "**kami**" atau "**kita**"), kami komited untuk melindungi data peribadi penbekal perkhidmatan dan perantara pihak ketiga kami (secara kolektif, "**Rakan Perniagaan**" atau "**anda**") dan memastikan privasi mereka. Mengikut Akta Perlindungan Data Peribadi 2010 ("**PDPA**"), notis ini menerangkan bagaimana kami mengumpul, menggunakan, menyimpan, dan melindungi data peribadi Rakan Perniagaan.

2. PENGUMPULAN DATA PERIBADI

- (a) Anda dengan ini memberi persetujuan kepada Syarikat untuk memproses data peribadi yang diberikan oleh anda dan/atau dikumpul semasa anda berurusan dengan kami, yang termasuk tetapi tidak terhad kepada:
- **Maklumat Permohonan:** butiran yang diberikan semasa memohon untuk menjadi Rakan Perniagaan kami atau semasa mengemaskini maklumat anda dengan kami, termasuk nama, nombor kad pengenalan kebangsaan (NRIC), gambar dan butiran perhubungan;
 - **Maklumat Kewangan:** butiran akaun bank anda dan nombor cukai pendapatan;
 - **Rekod Kesihatan:** status vaksinasi seperti yang dipaparkan dalam aplikasi MySejahtera;
 - **Butiran Pihak Ketiga:** butiran berkaitan mana-mana individu lain yang mungkin dikenalpasti daripada mana-mana maklumat, data atau dokumen yang anda serahkan kepada kami; dan/atau
 - **Maklumat Lain:** mana-mana maklumat peribadi lain yang anda berikan kepada kami semasa anda berurusan dengan kami.
- (b) Kami juga mungkin akan memproses data peribadi yang diperoleh daripada penbekal perkhidmatan yang dilantik oleh Syarikat dan/atau diperoleh daripada domain awam dan/atau rujukan pihak ketiga.

3. TUJUAN

- (a) Kami juga mungkin akan memproses data peribadi anda untuk tujuan berikut:
- penilaian potensi penglibatan anda dengan Syarikat;
 - semua perkara berkaitan penglibatan anda di Syarikat;
 - untuk tujuan pentadbiran dalaman Syarikat;
 - pemprosesan sebarang pembayaran, termasuk tetapi tidak terhad kepada komisen, faedah dan sebarang bentuk pampasan lain yang dibuat kepada anda;
 - untuk mencipta, mengurus dan menyelenggara akaun anda di laman web, platform dan aplikasi perniagaan Syarikat;
 - untuk tujuan komunikasi;
 - penguatkuasaan dasar perniagaan Syarikat;
 - pentadbiran umum dan tujuan rekod;
 - tadbir urus korporat Syarikat;
 - perlindungan Syarikat, kakitangannya dan orang awam daripada kecederaan, kecurian, liabiliti undang-undang, penipuan atau penyalahgunaan;
 - untuk mematuhi syarat undang-undang yang berkenaan dan pengurusan risiko;
 - tujuan sah yang berkaitan dengan urusan Syarikat, yang mungkin termasuk pelaksanaan litigasi, siasatan atau penyelesaian pertikaian dan/atau pengurusan harian perniagaan Syarikat;
 - tujuan lain yang sesuai dan dibenarkan oleh undang-undang yang berkenaan; dan

- untuk dan/atau berkaitan dengan semua tujuan lain yang selari dan/atau sampingan kepada perniagaan kami atau untuk mana-mana tujuan lanjut yang tersebut di atas,

(secara kolektif dirujuk sebagai “**Tujuan**”).

- (b) “**Pemprosesan**” termasuk memperoleh, merekod, menyimpan atau mendedahkan maklumat atau data serta melaksanakan operasi terhadap maklumat atau data tersebut.
- (c) “**Data peribadi**” termasuk maklumat yang disimpan oleh Syarikat mengenai kesihatan fizikal atau mental anda, status vaksinasi, jenayah atau dakwaan jenayah yang anda lakukan dan sebarang prosiding mengenai jenayah tersebut (termasuk keputusan atau hukuman dalam prosiding tersebut), dan pendapat politik, kepercayaan agama atau seumpamanya, dan orientasi seksual anda.
- (d) Jika anda tidak membenarkan kami memproses semua data peribadi yang diminta, kami tidak akan dapat menyimpan rekod maklumat anda dengan lengkap, yang akan menjejaskan keupayaan kami untuk memproses data peribadi anda untuk mencapai Tujuan yang dinyatakan.
- (e) Di mana anda telah memberikan kepada kami data peribadi orang lain, anda bersetuju bahawa anda akan memastikan orang tersebut telah memberi kebenaran kepada notis ini.

4. PENDEDAHAN DATA PERIBADI

- (a) Syarikat mungkin akan mendedahkan data peribadi anda kepada pihak-pihak berikut (termasuk yang di luar negara):
 - pihak afiliasi kami;
 - pekerja, ejen atau kontraktor yang diberi kuasa dan pembekal perkhidmatan pihak ketiga yang lain yang memberikan perkhidmatan kepada Coway untuk mana-mana Tujuan yang dimaksudkan dalam Perenggan 3;
 - penasihat luar kami, profesional atau sebaliknya, termasuk peguam, akauntan dan juruaudit;
 - kerajaan atau kausi-kerajaan dan pihak regulatori; dan/atau
 - pihak-pihak lain yang berkaitan, yang mana anda telah memberi kebenaran untuk pendedahan data peribadi anda.
- (b) Selain daripada perkara di atas, kami juga mungkin akan mendedahkan dan memindahkan data peribadi anda kepada pihak ketiga yang disebutkan di atas untuk tujuan mana-mana latihan korporat yang melibatkan Coway termasuk mana-mana penggabungan atau pemerolehan.

5. DATA PERIBADI SENSITIF

- (a) Anda dengan ini memberikan kebenaran nyata kepada kami untuk memproses data peribadi sensitif anda seperti kesihatan mental atau fizikal anda dan keadaan, status vaksinasi, kepercayaan agama, afiliasi politik, dan salah laku/jenayah (jika ada) untuk Tujuan yang diterangkan di atas atau sebagaimana yang diperlukan oleh undang-undang.
- (b) Kami juga mungkin akan memperoleh data peribadi sensitif yang berkaitan dengan anda daripada pihak lain jika dibenarkan oleh undang-undang.

6. KESELAMATAN DATA PERIBADI

- (a) Kami implemen langkah-langkah teknikal, fizikal, dan organisasi yang komprehensif untuk melindungi data peribadi yang kami proses. Langkah-langkah ini direka untuk memastikan keselamatan data, mengekalkan kerahsiaan, dan mematuhi syarat undang-undang yang berkenaan. Kami sentiasa menyemak dan menambah baik langkah-langkah ini untuk menangani risiko yang berkembang dan mengekalkan komitmen kami terhadap perlindungan data.
- (b) Walau bagaimanapun, tiada pemindahan data melalui internet yang boleh dijamin sepenuhnya selamat. Oleh itu, Syarikat tidak dapat menjamin keselamatan mana-mana data peribadi yang dihantar kepada kami melalui internet atau melalui laman web, platform, dan aplikasi perniagaan Syarikat.
- (c) Dengan menggunakan laman web, platform, dan aplikasi perniagaan Syarikat, anda mengakui risiko yang wujud ketika menggunakan internet dan bersetuju untuk mengambil tanggungjawab atas risiko ini. Untuk memperkukuhkan perlindungan data peribadi anda, sila kekalkan kerahsiaan nama pengguna dan kata laluan anda dan jangan kongsi maklumat tersebut dengan orang lain.

7. HAK AKSES KEPADA DATA PERIBADI

- (a) Sekiranya anda ingin mengakses, membetulkan, mengehadkan, atau menarik balik data peribadi anda, atau jika anda mempunyai sebarang pertanyaan atau aduan mengenai pemprosesan data peribadi anda, sila hubungi kami di so_hor@coway.com.my.
- (b) Jika anda menarik balik persetujuan anda untuk kami mengumpul dan memproses data peribadi anda, hubungan kita mungkin perlu dihentikan.

8. TEMPOH PENYIMPANAN

Kami hanya menyimpan Data Peribadi anda selagi kami memerlukannya untuk memenuhi Tujuan yang dinyatakan di atas (melainkan jika kami perlu menyimpannya untuk jangka masa yang lebih lama untuk memenuhi sebarang keperluan undang-undang, peraturan dan/atau keperluan perakaunan atau untuk melindungi kepentingan kami).

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SCHEDULE 5

MARKETING SCHEME

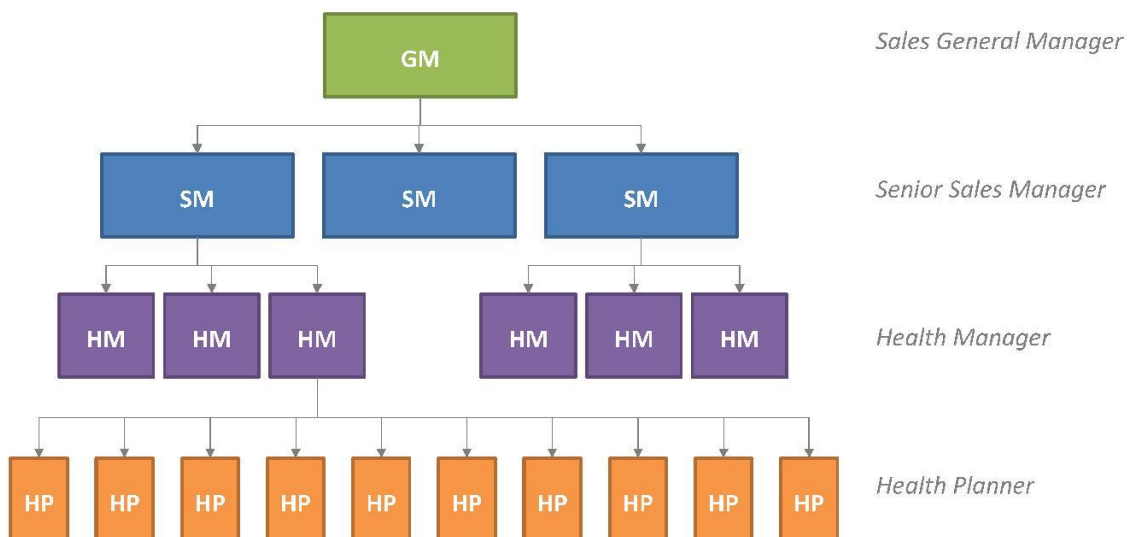


coway

Confidential

2024 version

HP Organisation



coway

Glossary

Subject	Description
Point Value (PV)	<ul style="list-style-type: none"> PV is a unit amount assigned to each product and total PV from monthly sales is used to determine sales and bonus commission.
Home Appliances (HA)	<ul style="list-style-type: none"> HA encompasses appliances in the categories of water purifiers, air purifiers, bathroom and outdoor.
Home Care (HC)	<ul style="list-style-type: none"> HC encompasses products in the categories of mattresses, air conditioners, and massage.
Outright	<ul style="list-style-type: none"> Net sales order where a customer purchases a product paying the full price upfront.
Installment	<ul style="list-style-type: none"> Net sales order where a customer purchases a product in multiple payments over a specified period.
Rental	<ul style="list-style-type: none"> Net sales order where a customer pays a fee to use a product for a specified period without acquiring ownership.

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Glossary

Subject	Description
Downline	<ul style="list-style-type: none"> Downline of GM includes SM, HM and HP Downline of SM includes HM and HP Downline of HM includes HP
Network	<ul style="list-style-type: none"> A group of HP who work together to sell products or services and operating under a GM group.
Active HP	<ul style="list-style-type: none"> HP with minimum of 1 net sales unit.
Sales Health Index (SHI)	<ul style="list-style-type: none"> SHI refers to Sales Health Index, also known as payment collection from customers. HP organisation members should be responsible in the recovery of payments from their respective customers to maintain SHI performances. Commission will be deducted should SHI below the targeted requirement.

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Overview of Marketing Scheme

Rank	Sales Commission	Bonus Commission	Incentives / Allowances	Award	Team Building Benefit
HP	15%	5% to 11%	RM 300 to RM 2,500	<ul style="list-style-type: none"> Periodical WS WN 	2.0%
HM	5% (Group Sales)	N/A	RM 1,000 to RM 8,000		1.5% to 4.5%
SM	2% (Group Sales)	N/A	RM 3,000 to RM 10,000	<ul style="list-style-type: none"> Periodical WS 	0.75% to 2.25%
GM	1% (Group Sales)	N/A	RM 8,000 to RM 18,000	<ul style="list-style-type: none"> Periodical WS 	RM 10,000 to RM 20,000

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Overview of Incentives

Incentives	HP	HM	SM	GM
Performance Incentive (PI)	√	√	√	√
Weekly Sales (WS)	√	√	√	√
Weekly Neo (WN)	√	√		
Periodical Award	√	√	√	√
Better Life Fund (BLF)		√	√	√
Team Building Benefit (TBB)	√	√	√	√
Meeting Allowance			√	√
GM Sales Activity Fund				√

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Coway Products (Rental PV for Home Appliance)

HA	PRODUCTS	PV	HA	PRODUCTS	PV
Water Purifier	CHP-1201N DAZZIE	2,000	Air Purifier	AP-1018F BREEZE	1,650
	CHP-18AR VILLAEM 2	2,800		AP-1516D STORM	2,000
	CHP-264L NEO PLUS	2,000		AP-1520C LOMBOK 3	2,300
	CHP-5721L CORE PLUS	3,300		AP-2021A NOBLE	3,000
	CHP-590N HARRY	2,300		AP-3008FH TUBA	2,920
	CHP-6200N KECIL	2,200	Bathroom & Outdoor	BA12-A MANUAL BIDET	650
	CHP-6310L GLAZE	2,600		BA35-A BATERI BIDET	1,200
	CHP-7310R OMBAK	3,100		BAS25-AMY FONTANA	2,100
	CHPE-250NF INCEPTION	4,700		BB14-AMY LILY	1,900
	CHPI-620L LUCY PLUS	4,850		POE-23A OUTDOOR FILTER	3,000
	CHPI-7520L AIS	4,100			
	P-6320R CINNAMON	1,680			

- PV may be varied subject to the Company's policies & strategies. E.g. customer promotion.

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Coway Products (Rental PV for Home Care)

HC	PRODUCTS	PV	HC	PRODUCTS	PV
[West Malaysia] Mattress	CMK-AF02MF + CFK-AFS02FB PRIME LITE MATTRESS KING WITH BED FRAME	3,150	[East Malaysia] Mattress	CMK-AF02MF + CFK-AFS02FB PRIME LITE MATTRESS KING WITH BED FRAME	2,350
	CMK-AF02MF PRIME LITE MATTRESS KING	2,950		CMK-AF02MF PRIME LITE MATTRESS KING	2,150
	CMK-ST02F S + CFK-ST02LG FB PRIME II MATTRESS KING FIRM SOFT WITH BED FRAME	4,450		CMK-ST02F S + CFK-ST02LG FB PRIME II MATTRESS KING FIRM SOFT WITH BED FRAME	3,650
	CMK-ST02F S PRIME II MATTRESS KING FIRM SOFT	4,100		CMK-ST02F S PRIME II MATTRESS KING FIRM SOFT	3,300
	CMQ-AF02MF + CFQ-AFS02FB PRIME LITE MATTRESS QUEEN WITH BED FRAME	2,700		CMQ-AF02MF + CFQ-AFS02FB PRIME LITE MATTRESS QUEEN WITH BED FRAME	1,900
	CMQ-AF02MF PRIME LITE MATTRESS QUEEN	2,500		CMQ-AF02MF PRIME LITE MATTRESS QUEEN	1,700
	CMQ-ST02F S + CFQ-ST02LG FB PRIME II MATTRESS QUEEN FIRM SOFT WITH BED FRAME	3,850		CMQ-ST02F S + CFQ-ST02LG FB PRIME II MATTRESS QUEEN FIRM SOFT WITH BED FRAME	3,050
	CMQ-ST02F S PRIME II MATTRESS QUEEN FIRM SOFT	3,500		CMQ-ST02F S PRIME II MATTRESS QUEEN FIRM SOFT	2,700

- PV may be varied subject to the Company's policies & strategies. E.g. customer promotion.

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Coway Products (Rental PV for Home Care)

HC	PRODUCTS	PV	HC	PRODUCTS	PV
Massage	MC-ST01B COWAY MASSAGE CHAIR	2,800	Air Conditioner	CAC09-ST01F COWAY AIRCOND 1.0HP	2,000
	MB-C01 COWAY BEREX MASSAGE BED	4,000		CAC12-ST01F COWAY AIRCOND 1.5HP	2,200
	MB-B01 COWAY BEREX MASSAGE BED	4,640			
	MC-B02 COWAY BEREX MINE	1,920			
	MC-C01 COWAY BEREX PEBBLE	2,320			

- PV may be varied subject to the Company's policies & strategies. E.g. customer promotion.

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Outright Service Package Commission

- Outright Service Package : Subscription fee X 10%
 - Commission will be issued upon complete payment from customer during first Heart Service (HS) delivered.
- Outright Service Package Commission is applicable to any members from HP organisation.
- No overriding commission is applicable under outright service packages for all Health Managers (HMs), Senior Sales Managers (SMs) and General Sales Managers (GMs).

	Home Appliance (HA)	Home Care (HC)
Outright Service Package	100%	100%

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17.0 SM Sales Commission

1. Outright / Instalment : Own group's Selling Price X 2%
2. Rental : Own group's Product PV X 2%
 - 1st month payment 50%
 - Balance 50% divided over 11 months upon customer's rental payment or
Balance 50% divided over 23 months upon customer's rental payment

Application	Outright / Instalment	Rental	1 or 2 years advance payment
Commission	Selling Price x 2%	PV x 2%	PV x 2%
1 st payment	100%	50%	100%
2 nd to 12 th payment	N/A	50% / 11 months	N/A
OR			
2 nd to 24 th payment	N/A	50% / 23 months	N/A

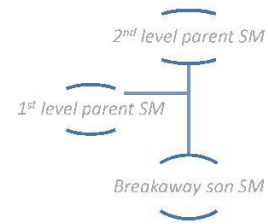
- 1 or 2 years advance rental payment subject to prevailing promotions.

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18.0 SM Team Building Benefit (TBB)

1. TBB Rate : 1.5% (1st level parent SM), 0.75% (2nd level parent SM)
2. TBB criteria :
 - Only applicable to 1st and 2nd level parent SM with breakaway SM.
 - Parent and son SM must have minimum 150 units net sales.
 - 1st payment 50% & balance 50% shall be paid through 11 months.



	Net Sales / Reward	
Parent and son SM	< 150 units	≥ 150 units
1 st level (TBB)	N/A	Breakaway son SM net sales total PV X 1.5%
2 nd level (TBB)		Breakaway son SM net sales total PV X 0.75%

Remarks:

- All product unit count as 1.0 except BA-12 manual bidet count as 0.5 unit.

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19.0 SM Meeting Allowance

1. Purpose: As part of SM's obligation to motivate its downline to achieve their sales goals.
2. All meeting allowance to be paid shall be based on the respective month's original receipts.
3. 1st engagement as SM will be entitled for RM500 of meeting allowance.

Net sales units	0 to 99	100 to 199	200 to 299	300 & above
Entitlement (RM)	500	1,000	1,500	2,000

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20.0 SM Performance Incentive (PI)

Performance Incentive = Table A x Table B				
1 st Month	Subsequent Month			
1 st Engagement as SM	Table A		Table B	
	Net sales unit	RM	Number of active HP	Entitle (%)
RM 8,000	< 100	3,000	0 to 49 headcount	80%
	100 to 149.5	4,000		
	150 to 199.5	5,000		
	200 to 249.5	7,000	50 headcount & above	100%
	250 to 299.5	8,000		
	300 & above	10,000		

1. SM PI payout is based on net sales unit and number of active HP.
2. New SM will be eligible for a PI of RM8,000 during the 1st month following their engagement as SM.
3. All product unit count as 1.0 except BA-12 manual bidet count as 0.5 unit.

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20.1 SM Performance Incentive (PI)

Performance Incentive = Table A x Table B				
1 st Month	Subsequent Month			
1 st Engagement as SM	Table A		Table B	
	Net sales unit	RM	Number of active HP	Entitle (%)
RM 8,000	< 100	3,000	0 to 49 headcount	80%
	100 to 149.5	4,000		
	150 to 199.5	5,000		
	200 to 249.5	7,000	50 headcount & above	100%
	250 to 299.5	8,000		
	300 & above	10,000		

SM PI (RM)	EPF Voluntary Contribution (%)	EPF Voluntary Contribution (RM)
3,000	13%	390
4,000		520
5,000	12%	600
7,000		840
8,000 & above		960

Table 2 - SM PI EPF (voluntary contribution)

Table 1 - SM PI

1. EPF voluntary contribution are calculated based on [Table 1 – SM PI](#) with maximum payout capped at RM8,000 as stated in [Table 2 – SM EPF \(voluntary contribution\)](#).
2. Socso voluntary contribution are calculated based on [Table 1 – SM PI](#) with maximum payout capped at RM8,000.

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21.0 SM Weekly Sales (WS) Award

Award	Criteria	Consecutive	Reward (RM)
100W350S	Weekly: ▪ Key in 100 units and above Monthly: ▪ Net sales 350 units and above	1 st Month	2,000
		Consecutively 2 months	2,500
		Consecutively 3 months	3,000
75W250S	Weekly: ▪ Key in 75 units and above Monthly: ▪ Net sales 250 units and above	1 st Month	1,500
		Consecutively 2 months	2,000
		Consecutively 3 months	2,500

Remarks:

- All product unit count as 1.0 excluded BA-12 manual bidet.
- Net sales refers to total sales concluded within the month in which sales are keyed in.

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22.0 SM Periodical Award

Category	Rank	Criteria	Reward	Supplementary
Yearly <small>Minimum net sales : 400 units</small>	1 st	Yearly Accumulated Net Sales 1 st	RM 10,000	Trophy
	2 nd	Yearly Accumulated Net Sales 2 nd	RM 7,000	Trophy
Quarterly <small>Minimum net sales : 400 units</small>	1 st	Quarterly Accumulated Net Sales 1 st	RM 5,000	Trophy
	2 nd	Quarterly Accumulated Net Sales 2 nd	RM 3,000	Certificate
Monthly <small>Minimum net sales : 100 units</small>	1 st	Monthly Net Sales 1 st	RM 3,000	Trophy
	2 nd	Monthly Net Sales 2 nd	RM 2,000	Certificate

Remark:

- All product unit count as 1.0 except BA-12 manual bidet count as 0.5 unit.
- Priority in ranking will be determined by application types, in the order of outright sales first, followed by installment sales, and finally rental options, in cases where net sales units are the same.

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23.0 SM Better Life Fund (BLF)

Scoring Table						Award		
① 9am Club		② Productivity		③ Conversion Rate		Grade	Total Points	RM
Grade	Points	Units	Points	Number of Newly Joined Active HP	Points			
90%	40	7	30	15	30	A	90 to 100	1,500
80%	30	6	25	10	20	B	80 to 85	1,000
70%	20	5	20	5	10	C	70 to 75	700
< 70%	10	4	15	< 5	0	D	< 70	0
		3	10			<ul style="list-style-type: none"> Total Points = 9am Club + Productivity + Conversion Rate Minimum from 70 points 		
		< 3	5					

- 9am Club** : Punctual attendance at the morning briefings at the Contact Centre from Monday to Friday by 9am. (Note : this requirement is solely for the purposes of qualifying for BLF)
- Productivity** : HP productivity count will be based on total active HP headcount.
- Conversion Rate** : HP conversion rate count will be based on total newly joined active HP. (with 1 net sales & above)

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23.1 SM Better Life Fund (BLF)

Subject	Entitlement
Car / House	RM 150,000 and above
Ownership of Car/ House	Own self / spouse (with valid proof)
Purchase Period	From the month engaged as SM
Manager Status	Engaged
Payout Period	10 years only
Payout Date	Every 10 th of the month
Application Submission Deadline	Every 14 th of the month (Submission after 14 th , will payout on next payout date)

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Thank You

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