



Dear Madam/Sir,

**NOTICE: SHORT TERM EXTENSION OF AGREEMENT**

We hope this notice finds you well. We would like to express our appreciation for your service to the Sales Organization during your fixed-term contract from 1.1.2023 to 30.6.2023.

As you are aware, your Sales Organisation Manager Agreement ("**Agreement**") with the Company had expired on 30.6.2023. As an interim measure, the Company would like to offer a short-term extension of the Agreement until 10.8.2023 or until a new agreement (if offered) is signed by you, whichever is earlier.

During this short-term extension, your engagement as Health Manager (HM)/Senior Sales Manager (SM)/Sales General Manager (GM), as the case may be, shall remain unchanged and will be governed by the same terms and conditions under the Agreement.

If you have any questions, please do not hesitate to reach out to [salescare@coway.com.my](mailto:salescare@coway.com.my). We are more than happy to address any questions you may have.

We look forward to continuing our collaboration.

Thank you.



Dear Madam/Sir,

**NOTICE: UPDATES TO THE COMPANY'S SALES ORGANISATION MANAGER AGREEMENT**

Please be informed that the Company has updated its Sales Organisation Manager Agreement ("**New Agreement**"). We wish to bring to your attention the amendments made, as follows:

Revised	Deleted	New Insertions
Clause 1.1	Old Clause 7.5	New Clause 7.2
Clause 2.3	Old Clause 7.6	New Clause 7.6
Clause 7.1	Old Clause 7.7	New Clause 7.7
Clause 7.3 (Old Clause 7.2)	Old Clause 7.8	New Clause 7.8

\*Note: This table of updates does not reflect any editorial or formatting revisions made to the New Agreement.

Thank you.



Dated this                      day of                      year

BETWEEN

**COWAY (MALAYSIA) SDN BHD**  
(200601015668) (AJL931694)

AND

**MEMBER NAME**  
(IC NO)

---

---

**SALES ORGANISATION MANAGER AGREEMENT**

---

---

**Current Date**

**MEMBER NAME**

Dear **MEMBER NAME**,

**Re: Contract for Service with COWAY (MALAYSIA) SDN BHD**

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

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

- 1.1. The nature of your contract, the Marketing Scheme, remuneration and benefits are as specified in **Schedule 1** of this contract. For the avoidance of doubt, any benefit(s) mentioned in this contract shall not be construed as a contractual benefit, but shall be a discretionary benefit in which the Company has the sole and absolute discretion to decide whether or not to grant or provide. In the event of any inconsistencies between the provisions of this contract with Schedule 1 and/or the Marketing Scheme, the provisions of this contract shall prevail.
- 1.2. Your remuneration may be subject to statutory withholdings and deductions as required under law, including without limitation to, deduction for income tax, if applicable.
- 1.3. You also agree that the Company is allowed to deduct from your remuneration and benefits where applicable for any monies owed by you to the Company, including but not limited to any inadvertent overpayment of remuneration, outstanding loans, advances, costs of repairing and/or replacing any damage or loss of the Company's property caused by you, and any such monies owed by you to the Company. For the avoidance of doubt, the Company shall, at its sole discretion, determine such cost of repairing and/or replacing any damage to or loss to the Company's property.
- 1.4. Subject to Clauses 7.6 and 7.7 below, any commissions derived from rentals shall be payable only upon receipt of the monthly rental fees. In the event that the customer ceases to pay the monthly rental fees or defaults in payment of the monthly rental fees, then the said commissions derived therein shall cease immediately following such default.

**2. Conditional Appointment**

- 2.1. You hereby agree, represent and warrant to the Company that:
  - (a) Your spouse is not and will not enter into any employment or any kind of contractual/business arrangement howsoever with any competitor of the Company during the tenure of your contract with the Company;
  - (b) all information and documents represented to the Company during the application process are true, accurate and complete; and
  - (c) you have disclosed fully and frankly any and all circumstances that may be reasonably deemed to have a material influence on the Company's decision to contract with you or impair your ability to discharge your duties and responsibilities hereunder.
- 2.2. Your contract is subject to the above conditions, save where the Company has provided written approval to exempt you from any of the conditions stated in Clause 2.1. For the avoidance of doubt, the Company shall be entitled to impose any conditions upon the grant of its written approval which you shall agree to comply with.
- 2.3. In the event that any of the representations or warranties as stated in Clause 2.1 above is found to be untrue at any material time, this contract shall be deemed null and void and there shall be no valid agreement for the appointment between you and the Company, in which case, Clauses 7.4 and 7.5 below shall apply to you, mutatis mutandis.

### **3. Contractual Obligations**

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

### **4. Renewal**

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

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

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

### **6. Code of Business Conduct**

- 6.1. You shall at all times during the tenure of this contract abide by the Company's Code of Business Conduct ("**Code**") and agree that the provisions of the Code are fair and reasonable. You agree and acknowledge that the Company shall have the right to vary the terms and conditions of the Code. In the event of a breach of the provisions of the Code, the Company is entitled to take further action including, where appropriate, includes the termination of your contract with the Company either with immediate effect or on notice. The Code is attached to this contract as set out in **Schedule 2**.
- 6.2. You agree to comply with all applicable laws, regulations, and governmental orders of Malaysia, now or hereafter in effect, relating to your contract with the Company, which you confirm that you have read and understood, prohibiting bribery and improper payments and requiring strict compliance with the Malaysia Anti-Corruption Commission Act 2009.

- 6.3. Without limitation to the foregoing, you represent and warrant that you have not, and shall not at any time during your contract with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

## **7. Termination**

- 7.1. Your contract with the Company will be terminated with immediate effect without prior written notice if you commit, among others, the following:
- (a) Breach the Code as attached in this contract which forms part of the terms of this contract;
  - (b) Fail to achieve the minimum performance as required and as stipulated in the Marketing Scheme which will be provided by the Company to you as described in Schedule 1.
- 7.2. Notwithstanding Clause 7.1 above or any other provisions contained herein, either party may terminate this contract by giving one (1) month prior written notice.
- 7.3. In the event that you fail to achieve the minimum performance as provided for in the **Marketing Scheme**, the Company will first notify you of the failure to achieve the minimum performance. Upon failure to carry out rectification of your performance to the satisfaction of the Company, the Company reserves its right to terminate this contract as provided under Clause 7.1 above.
- 7.4. At all material times, upon the termination of this contract, you shall:-
- (a) Return all Confidential Information whether embodied or recorded in a tangible form which is in your possession; and
  - (b) Return all stocks or products of the Company in its original packaging without damage in any way whatsoever and the Company has accounted for all the products or materials of any matter in connection with the Company
- 7.5. In the event that any products, stocks and materials are not returned to the Company or where they are damaged, you agree that the Company shall have the right to deduct the price of the unreturned or damaged property from the commission payable to you or from any other claims or remunerations due to be paid to you.
- 7.6. In the event of immediate termination without notice in accordance with Clause 7.1 above or expiration of this contract, the Company shall immediately cease all payments of remuneration to you including but not limited to commissions, bonuses, benefits and any other form of compensation specified in Schedule 1 and/or the Marketing Scheme irrespective of whether such payments are due or payable at the time of or earned prior to the termination or expiration of this contract save as otherwise expressly provided in Clause 7.8 below. For the avoidance of doubt, you shall not be entitled to any payments of commissions, bonuses and benefits including but not limited to overriding commissions and team building benefits earned prior to the termination or expiration of this contract in the event the payment cycle for these payments is after the termination or expiration date of this contract.
- 7.7. In the event of termination with notice by either party in accordance with Clause 7.2 above, the Company shall cease all payments of remuneration to you on the last day of the notice period including but not limited to commissions, bonuses, benefits and any other form of compensation specified in Schedule 1 and/or the Marketing Scheme irrespective of whether such payments are due or payable at the time of or earned prior to the termination of this contract save as otherwise expressly provided in Clause 7.8 below. For the avoidance of doubt, you shall not be entitled to any payments of commissions, bonuses and benefits including but not limited to overriding commissions and team building benefits earned prior to the termination of this contract in the event the payment cycle for these payments is after your last day of notice period.

- 7.8. You shall continue to earn the overriding commissions and team building benefits in the event you are immediately engaged or resume your previous engagement as a Health Planner with the Company after expiration of this contract or the last day of your notice period.
- 7.9. In the event of immediate termination without notice in accordance with Clause 7.1 above, you are not allowed to re-join the Company in any position or capacity, regardless whether for full time or part time or as an employee or independent contractor. In the event of expiration of this contract or termination with notice by either party in accordance with Clause 7.2 above, you are not allowed to re-join the Company in any position or capacity, regardless whether for full time or part time or as an employee or independent contractor for at least twelve (12) months from your last day of service or such other period as the Company may deem fit except in the event the Company immediately engages or resumes your previous engagement as a Health Planner.

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

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

## **9. Confidentiality**

- 9.1. In your position, you may be handling confidential information and/or documents with regards to the Company's affair and it is expected of you that you shall maintain the confidentiality of the same.
- 9.2. With respect to the Company's business plans, analyses of the market, forms, list of customers and all of the information in relation to distribution of products, you acknowledge that all of such information:-
- (a) Belongs to the Company only; and
  - (b) Are highly confidential information which are not publicly available.

- 9.3. In connection with the performance of this contract, certain information, data and material of a proprietary nature (whether such information is of a technical, financial, business, or other nature) may be transmitted from one party to the other. For purposes of this contract, any such information, data and material disclosed by one Party to the other, which is in writing and appropriately marked as being confidential and/or proprietary, or which by its nature is clearly intended to be confidential and/or proprietary (or which is communicated orally as being confidential and/or proprietary and is presented in a tangible form to the recipient party within a period of not more than 30 (thirty) days following such communication), will be deemed to be proprietary and confidential information of the disclosing party ("**Confidential Information**").
- 9.4. For clarity, Confidential Information would be deemed as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or its associate companies, and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any associate companies or any of their business contacts, including in particular (by way of illustration only and without limitation) proprietary methodologies, branded solutions, research approaches, software, technical information and know-how, information relating to current, future and potential business operations, client offerings, marketing and business plans and strategies, pricing information, research and development projects, product formulae, processes, inventions, designs or discoveries, sales statistics, marketing surveys and plans, costs, profit or loss, names and contact details of customers and potential customers or supplier and potential suppliers, as well as Company policies and practices.
- 9.5. As a recipient of Confidential Information, you agree that:-
- (a) You will treat such information as proprietary and confidential and will use at least the same degree of care that it would use in protecting such its own Confidential Information of a similar nature;
  - (b) You agree not to use or disclose (or allow the use or disclosure of) Confidential Information for any purposes whatever to any third party at any material time, without the prior permission of the Company and shall treat the Confidential Information as secret and in strict confidence;
  - (c) You will not directly or indirectly cause the Confidential Information to be reproduced, distributed, disclosed and/or imparted to any third party and in particular, any future employer;
  - (d) You will not use the Confidential Information to solicit or enter into any business transactions or any undertaking which will be adverse to the business of the Company;
  - (e) You will not use, implement or modify any such of the Confidential Information for any benefit to yourself or to your future employers;
  - (f) In the event that you have knowledge of such Confidential Information of the Company being distributed and/or divulged in the public domain or to any other persons, you undertake and agree to immediately notify the Company and cooperate with the Company to ensure that such divulgence of Confidential Information is immediately contained and stopped; and
  - (g) You undertake to indemnify the Company for any breach of confidence caused by you, including without limitation to, claims by third parties as well as any legal costs incurred as a consequence.
- 9.6. Your confidentiality obligation in the above item shall be applicable during the tenure of your contract and will survive after the expiry or termination of this contract for whatever reasons.
- 9.7. In the event of a breach of this obligation, the Company reserves its rights to commence legal proceedings against you and to obtain any Court relief including without limitation to injunctive and equitable reliefs against you and such remedies to prevent any breach or potential breaches of confidence by you, including seeking for damages for any such acts of breach of confidence by you.



## **10. Intellectual Property Ownership**

- 10.1. All intellectual property rights in relation the Company's business procured by you under the name of the Company or for and on behalf of the Company or any affiliated or related Company; and all computer software, diskettes and computer documentation/manuals used in the Company's business or operations, belong exclusively in the Company and shall be the absolute property of the Company.
- 10.2. Such property may not be removed, copied or duplicated without the express authority of the Company.

## **11. Breach of Covenants**

- 11.1. For the avoidance of doubt, where you have made representations and warranties, and/or where there is a clear stipulation that such terms are undertakings and obligations on your part, these are deemed to be covenants made between you and the Company. This specifically includes, without limitation to, Clauses 2, 3, 5, 6, 7, 8, 9 and 10 above.
- 11.2. It will be deemed to be a breach of covenant in the event that:-
- (a) such representations and/or warranties made by you is hereafter found to be incorrect in any material aspect; and/or
  - (b) there is a breach of any undertakings, obligations or stipulations by you.
- 11.3. In such a breach, the Company shall have the right at its absolute discretion to act as it deems fit, to review, suspend or terminate your contract as the Company deems fit.
- 11.4. Notwithstanding and without prejudice to any other provisions in this contract, the Company shall have the right to commence any legal proceedings against you for any breach of covenant committed by you for damages, recovery of any losses and any Court relief as the Company deems fit.

## **12. Fraternization**

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

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

- 13.1. The Company has the right to second or transfer you to any company with which it may be involved in any manner (whether directly or indirectly), whether such secondment or transfer be full time or part time. The Company reserves the right to not continue to bear your remuneration in the event of such a transfer/secondment. The Company has the right to relocate from the present premises to other locations where the Company has a presence, as well as the right to transfer you to another related company and/or to require you to assume different and / or additional roles and responsibilities.
- 13.2. The Company reserves the right at any time to amend or add to the above terms and conditions of your contract as and when it in its sole discretion deems fit including (without limitation) to take into account Company policies, the needs of the business or new or amended legislation.

## **14. Notices**

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

**15. Personal Data Protection Act 2010**

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

**16. Severability**

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

**17. Entire Agreement**

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

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

## **SCHEDULE 1**

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

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

**SCHEDULE 2**  
**Code of Business Conduct**

**A. Glossary of Terms**

For the purpose of understanding this Code of Business Conduct, capitalized terms have the following meaning:

Company's Assets	<p>refers to assets belonging to the Company including but not limited to:</p> <p>(i) <u>Physical Assets</u>:</p> <ul style="list-style-type: none"><li>• the things you use to perform your services/work including the Company's facilities, furniture, office supplies, computers, tools and equipment;</li><li>• all the Company's Products stocks including parts thereto such as filters and spare parts;</li><li>• 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.;</li></ul> <p>(ii) <u>Technology Assets</u>:</p> <ul style="list-style-type: none"><li>• IT assets, such as hardware, email, applications, databases, systems, software and internet access;</li></ul> <p>(iii) <u>Financial Assets</u>:</p> <ul style="list-style-type: none"><li>• funds, rental and sales proceeds, cash or other monetary assets as well as the Company's credit standing;</li></ul> <p>(iv) <u>Information Assets</u>:</p> <ul style="list-style-type: none"><li>• the information that we gather or create as a company such as our confidential information (e.g. trade secrets and business strategic plans) and intellectual property</li></ul>
Company's Products	<p>refers to water purifiers, air purifiers, mattresses, outdoor water filters ('POEs'), bidets, water softeners and includes any other products marketed under the brand name 'Coway'.</p>
Company's Services	<p>refers to 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'.</p>
Company's Products and/or Services	<p>refers to the Company's Products and/or the Company's Services.</p>
Competitors	<p>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.</p>

Compliance Points	refers to a demerit points system utilised by the Company's Compliance Department whereby Organisation Members who commit violations of the Code or other offences are given demerit points. Managers (hereinafter defined) will also accumulate Compliance Points for violations committed by their downlines.
Customer(s)	refers to Coway's existing and/or prospective customers.
Employees	refers to Coway's employees (whether on a permanent, fixed-term or temporary basis), regardless of position, including Coway Technicians ('CTs'), the Middle Management and Higher Management.
External Stakeholders	refers to Coway's customers and/or vendors/service providers.
Internal Stakeholders	refers to Employees and/or Organisation Members.
Higher Management	refers to Coway's Managing Director ('MD'), Chief Operating Officer ('COO') and Chief Financial Officer ('CFO').
Manager(s)	refers to managers (i.e. HMs/CMs/HTMs) and/or senior managers (i.e. SMs/SCMs/SHMs) and/or general managers (i.e. GMs, GCMs), as the case may be, of the Organisations.
Middle Management	refers to Heads of Division ('HODs'), Senior General Manager and General Managers.
Organisations	refers to Coway's Sales, 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 all Health Planners ('HPs'), Coway Ladies ('Codys'), Service Technicians ('STs'), and Homecare Technicians ('HTs'), and also extends to the 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 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.
Workplace	refers to the place where you perform your services/work such as the Company's or the Customers' premises and extends to: (i) work-related social functions; (ii) work-related conferences or trainings; (iii) work-related travels.

## A. **Introduction**

### ❖ **What is Coway's Code of Business Conduct?**

Our values illustrated in Our Philosophy serve as our compass; while our Code of Business Conduct ("Code") is the road map that helps us stay on course with those values.

### ❖ **Why do we have a Code, and why must we follow it?**

How do we become one of the most admired brands in the world? It is not just in the Company's Products and/or Services. It is also in the way we work and in the [integrity](#) of our conducts. Integrity is an essential ingredient to our success.

Sometimes, you might face a situation where the right thing to do is not obvious. That is where our Code can help. It serves as your guide to preserving our reputation and living our values. While the Code cannot answer every question, it can show you where to go for guidance when the answer is not clear.

### **When faced with a difficult decision about business conduct, ask yourself:**

- [Is it consistent with our Code?](#)
- [Is it lawful?](#)
- [Does it benefit the Company as a whole – not just a certain individual or group?](#)
- [Would I be comfortable if my actions were made public?](#)

If the answer to **any** of these questions is 'No' or even 'Maybe', it is a signal to stop and get advice from or ask questions to your Manager.

### ❖ **Who must follow the Code?**

All Organisation Members, regardless of rank.

### **Every HP's/Cody's/ST's/HT's Responsibility**

- To fulfil Our Philosophy responsibilities, and maintain and enhance our culture and reputation.
- To help us enforce the Code by speaking up if you think there is a violation of the Code, or if you if you are aware of an activity or behaviour that could lead to a violation. Whether you report anonymously or give your name, you should provide as many details as possible, so the issue can be addressed thoroughly and promptly. In addition, you have a responsibility to cooperate in an investigation.

\* Our Company does not tolerate retaliation against anyone who raises a concern under this Code or assists with an investigation.

Any Organisation Member who engages in retaliation will face serious consequences, which could include termination of his/her appointment.

### **Every Manager's Responsibility**

- To set an example and act in a manner consistent with the Code.
- To act as a role model, demonstrating ethical behaviour in the performance of your duties.
- To make objective business-related decisions.
- To run through the Code at least once a year with your subordinates.
- To help your subordinates understand the Code and Company policies, and direct them to resources to help them live the Code every day.
- To ensure your subordinates are aware of, and properly trained on, the relevant laws, regulations and Company policies that govern the business activities in which they engage on the Company's behalf.
- To create an environment that fosters and enables ethical behaviour, where your subordinates are comfortable speaking up without fear of retaliation.
- To take seriously any concern raised by a subordinate that compromises the Code, and determine if the issue should be escalated. If so, escalate the matter as soon as possible.
- To take corrective or preventive action when someone violates the Code.
- To fully support any investigation.

### **❖ How do we conduct our business?**

#### **(i) By Doing What is Right for Each Other**

- Respect others in the Workplace
- Contribute to a safe and healthy work environment
- Safeguard the Company's Assets

#### **(ii) By Doing What is Right for the Company**

- Engage in ethical and fair business practices
- Engage and promote ethical sales and marketing activities
- Do not misuse non-public information, including our Customers' Personal Data
- Do not give or accept improper payments/gifts
- Protect the Company's confidential information and intellectual property
- Avoid conflicts of interest with Competitors

#### **(iii) By Doing What is Right for our Society**

- Comply with laws
- Respect human rights
- Do not promote political or religious interests in the Workplace or in the name of the Company
- Use social media responsibly

**B. So as to do what is right for each other, the Company and our Society, the following is a list of Don'ts that you must avoid:**

**1. Improper Work Ethics**

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Minor Breach</b>	<ul style="list-style-type: none"> <li>(i) Being unresponsive to your superior(s)'s calls or messages for two (2) or more business days consecutively without a valid reason.</li> <li>(ii) Inefficiency/incompetency i.e. poor or unsatisfactory performance resulting in low productivity in the performance of your services/work as contracted.</li> <li>(iii) Ceasing performance of your services/work prior to the requisite contracted time.</li> <li>(iv) Loitering and malingering when required to be on duty, in meetings, trainings and/or any events/activities organised by the Company or your respective Organisation.</li> <li>(v) Being unpunctual or late for duties, meetings, trainings and/or any events/activities organised by the Company or your respective Organisation without valid reason.</li> <li>(vi) Leaving the Workplace when obligated to be there without prior notice or valid reason given to your superior(s)/the Company.</li> <li>(vii) Dressing inappropriately while performing your services/work or at meetings, trainings, and/or any events/activities organised by the Company or the Organisations.</li> <li>(viii) Being rude/disrespectful and/or displaying a bad attitude (verbally, in writing or through conduct) towards Internal Stakeholders or External Stakeholders.</li> <li>(ix) Promoting or selling any products or services other than the Company's Products or the Company's Services to Internal Stakeholders or External Stakeholders at the Workplace.</li> </ul>
<b>(b) Major Breach</b>	<ul style="list-style-type: none"> <li>(i) Being insubordinate/disobeying instructions of your superior(s)/the Company.</li> <li>(ii) Being absent from the Workplace without prior notice or valid reason given to your superior(s)/the Company.</li> <li>(iii) Being absent from meetings, trainings 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 superior(s)/the Company.</li> <li>(iv) Wilfully refusing to carry out your obligations and/or instructions of your superior(s)/the Company or inciting others to do so.</li> <li>(v) Being grossly inefficient or habitually neglecting your duties which may cause financial and/or reputational damage to the Company.</li> <li>(vi) Sleeping whilst on duty, in meetings, trainings and/or events/activities organised by the Company or your respective Organisation.</li> <li>(vii) Failing to clock in/out at your designated branch, or when required, any other branches or office premises (<i>applicable to Managers only</i>).</li> <li>(viii) Deliberately slowing down work or inciting others to do so.</li> </ul>



	<p>(ix) Engaging in any form of business directly or indirectly in conflict with the Company's business on your own/any third party's platforms during or outside business hours (<i>applicable to Managers only</i>).</p> <p>(x) Pasting, altering or removing any items on notice boards in the Company's premises (including your designated branch) without authority.</p> <p>(xi) Exhibiting notices, memos, handbills or circulating papers, documents or marketing materials not issued/approved by the Company, on/in any platforms.</p> <p>(xii) Falsifying, manipulating or scamming the Company's time clock or time card facilities (i.e. committing time clock or time card fraud) (<i>applicable to Managers only</i>).</p> <p>(xiii) Signing documents/agreements on behalf of the Company without proper authorisation.</p>
<b>(c) Gross Breach</b>	<p>(i) Persistently being insubordinate and/or disobeying instructions of your superior(s)/the Company which may cause financial and/or reputational damage to the Company.</p> <p>(ii) Grossly breaching a material obligation as stated in your contract and/or any other obligations as notified by your superior/the Company from time to time.</p> <p>(iii) Holding unauthorised activities at the Company's premises.</p> <p>(iv) Sabotaging the Company's business by taking business opportunities for your own profit, or interfering with the Company's business deals or business relationships with Customers.</p> <p>(v) Bringing the good image and reputation of the Company, Internal Stakeholders or External Stakeholders into disrepute.</p> <p>(vi) Making false accusations, fabricated allegations or otherwise complaints against any Internal Stakeholders or External Stakeholders in bad faith.</p> <p>(vii) Being uncontactable and/or not performing your services as contracted, for forty-eight (48) hours consecutively (excluding Saturdays, Sundays and public holidays in the state you are contracted to perform your services/work at).</p> <p>(viii) Being in employment of another company on a permanent basis (dual employment) during the tenure of your contract with the Company (<i>applicable to Managers only</i>).</p>

## 2. Improper/Illegal Sales Practices

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Minor Breach</b>	<p>(i) Contacting Customers to promote the Company's Products and/or Services at unreasonable hours and refusing to back off even when requested by them.</p> <p>(ii) Spamming Customers' emails by sending promotional materials even after clear indication that they do not wish to receive any updates.</p>

	<p>(iii) 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.</p> <p>(iv) Failing to furnish Customers with a copy of the Sales Order/Application Form prior to or at the time of sale.</p> <p>(v) Failing to furnish Customers with a receipt or a copy of the duly signed (by the respective Customer) Sales Order/Application Form after the sale is concluded.</p>
<b>(b) Major Breach</b>	<p>(i) Collecting sales or rental proceeds in respect of the Company's Products and/or Services from Customers without the Company's authorisation.</p> <p>(ii) Failing to comply with the Company's instructions or procedures when issuing temporary receipts (TR) to Customers.</p> <p>(iii) 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> <p>(iv) 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.</p> <p>(v) 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.</p> <p>(vi) 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.</p> <p>(vii) 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.</p> <p>(viii) Pestering Customers constantly/excessively for payments (in contravention of the guidelines set by the Company or as prescribed by law).</p> <p>(ix) Using/circulating promotional materials or advertisements not approved by the Company.</p> <p>(x) Offering free gifts not authorised/approved by the Company to Customers.</p> <p>(xi) Wilfully misleading or misrepresenting to Customers on the Company's sales/service policies or service regulations, terms and conditions.</p> <p>(xii) Failing to truthfully identify yourself, the Company or the Company's Products and/or Services to Customers.</p> <p>(xiii) Using false/obsolete testimonials or endorsements in respect of the Company's Products and/or Services to deliberately mislead Customers.</p> <p>(xiv) Making inaccurate verbal or written promises or warranties concerning the Company's Products and/or Services to Customers.</p> <p>(xv) Filling in inaccurate or false information (including information that does not belong to the particular Customer) in the Sales Order/Application Forms (physical, on apps or online platforms) on behalf of Customers.</p>

	(xvi) Filling in the Sales Order/Application Forms (physical, on apps or online platforms) on behalf of Customers without their prior written consent.
<b>(c) Gross Breach</b>	<p>(i) 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 being sold at a discounted rate, by way of sponsorship or on a promotion that has not been authorised/approved by the Company).</p> <p>(ii) Allowing unauthorised persons to conduct sales or perform services on your behalf.</p> <p>(iii) Making payments, whether in respect of rental/outright sales, on behalf of Customers.</p> <p>(iv) 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>(v) Failing to comply with the Company's directions or procedures when handling Customers' payments.</p> <p>(vi) Accepting sales from any former or ex Organisation Members.</p> <p>(vii) Conducting sales or advertising for sales in respect of the Company's Products and/or Services on any third party online shopping platforms or social media websites.</p> <p>(viii) Committing scams or fraud on Customers.</p> <p>(ix) Using misleading, deceptive or unfair sales practices which may cause financial and/or reputational damage to the Company.</p> <p>(x) 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 any laws or regulations or the Company's policies.</p> <p>(xi) Engaging in proxy sales.</p>

### 3. Unsafe Work Conduct/Working Environment

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Minor Breach</b>	(i) Negligently causing or conducting yourself so as to cause minor accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.
<b>(b) Major Breach</b>	<p>(i) Negligently causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.</p> <p>(ii) Deliberately or recklessly causing or conducting yourself so as to cause minor accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.</p>
<b>(c) Gross Breach</b>	<p>(i) Negligently, deliberately or recklessly causing or conducting yourself so as to cause serious accidents/injuries including death to other persons including Internal Stakeholders or External Stakeholders.</p> <p>(ii) Deliberately or recklessly causing or conducting yourself so as to cause major accidents/injuries to yourself or other persons including Internal Stakeholders or External Stakeholders.</p>

#### 4. Immoral/illegal activities at or outside the Workplace

Breach	Action(s) Amounting to Breach
<b>(a) Major Breach</b>	<ul style="list-style-type: none"> <li>(i) Engaging in any form of gambling or card-playing (physical or online) whether for money or not at the Workplace.</li> <li>(ii) 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 Workplace.</li> <li>(iii) Speaking to the media/media representatives on behalf of the Company without the Company's authorisation.</li> <li>(iv) Impersonating/falsely representing to be an Employee to mislead Customers (<i>not applicable to Managers</i>).</li> <li>(v) Making false or malicious accusations about Competitors, i.e. making misleading or false comparisons.</li> <li>(vi) Committing or participating in any immoral acts or having an improper relationship of sexual nature with Internal Stakeholders or External Stakeholders.</li> <li>(vii) Arguing so as to provoke Internal Stakeholders or External Stakeholders.</li> </ul>
<b>(b) Gross Breach</b>	<ul style="list-style-type: none"> <li>(i) Abusing authority or improperly using your position to gain monetary or any other kind of personal benefit from the Organisations or the Company.</li> <li>(ii) Consuming or displaying alcoholic beverages at the office premises during or outside business hours.</li> <li>(iii) Consuming or having in possession illegal drugs or narcotics at or outside the Workplace during or outside business hours.</li> <li>(iv) Committing any immoral or illegal acts which undermine the Company's business or image, or which may cause financial and/or reputational damage to the Company.</li> <li>(v) 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.</li> <li>(vi) 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.</li> <li>(vii) Instigating industrial action among Organisation Members or Employees.</li> <li>(viii) Being convicted and/or imprisoned for any criminal offence by a court of law.</li> <li>(ix) Forging medical certificates or other official documents.</li> <li>(x) Forging the signature of Internal Stakeholders on any agreements to which the Company is a party to or the Company's official documents.</li> <li>(xi) Forging the signature of Internal Stakeholders on any documents/letters/forms.</li> <li>(xii) Deliberately or negligently misrepresenting facts to obtain employment/contract/promotion or other material or non-material advantage in the Company.</li> </ul>

	<p>(xiii) 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>(xiv) Producing fake documents or falsifying documents to mislead Internal Stakeholders or External Stakeholders.</p> <p>(xv) Wilfully or negligently misrepresenting or falsifying information contained in the Company's documents to mislead External Stakeholders or the public.</p> <p>(xvi) Falsifying documents for the purpose of claiming reimbursements from the Company.</p> <p>(xvii) Wilfully or negligently misleading External Stakeholders by making commitments or guarantees on behalf of the Company without authorisation.</p> <p>(xviii) 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 Workplace.</p>
--	---

## 5. Misuse of the Company's Assets

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Major Breach</b>	<p>(i) 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>(ii) 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>(iii) 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>(iv) Providing services other than the Company's Products and/or Services to Customers or other third parties using the Company's Assets.</p>
<b>(b) Gross Breach</b>	<p>(i) Stealing or attempting to steal the Company's Assets.</p> <p>(ii) Misappropriating the Company's Assets for personal use or for the use of others.</p> <p>(iii) Intentionally or recklessly damaging the Company's Assets.</p> <p>(iv) Removing and/or selling the Company's Assets without authorisation.</p> <p>(v) Misusing the Company's Assets for purposes other than providing services as contracted.</p> <p>(vi) 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>(vii) 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>(viii) Reselling the Company's Products and/or Services at a higher price for personal gain.</p> <p>(ix) Misappropriating or embezzling any funds or any other monetary assets of the Company.</p>
--	---

## 6. Breach of Confidentiality

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Gross Breach</b>	<p>(i) Disclosing trade secrets or confidential records or information concerning the Company to Competitors or any third parties.</p> <p>(ii) Misusing Customers' or Internal Stakeholders' Personal Data.</p> <p>(iii) Disclosing Personal Data of Internal Stakeholders or External Stakeholders to unauthorised persons without consent.</p> <p>(iv) Displaying posters, notices or notes containing Customers' Personal Data (including payments owed or overdue) at the Customer's residence/workplace or any public area or platform (including social media sites).</p> <p>(v) 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>(vi) Disclosing or attempting to disclose any ongoing internal investigations relating to a complaint or matter to unauthorised persons.</p>

## 7. Conflict of Interest

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Gross Breach</b>	<p>(i) Engaging in any activities that compromises, or may compromise any Internal Stakeholder's judgement or ability to act in the best interest of the Company.</p> <p>(ii) Failing to disclose any actual or potential conflict of interest to your superior(s)/the Company immediately upon discovery of the same.</p> <p>(iii) Deliberately withholding or concealing significant information from your respective Organisation or the Company for personal gain or interest.</p> <p>(iv) Soliciting and/or attempting to solicit any Organisation Members or Employees to join a Competitor.</p> <p>(v) Soliciting or holding meetings/discussions with any Competitors.</p> <p>(vi) 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.</p> <p>(vii) Posting or sharing any information about Competitors on any platforms.</p> <p>(viii) Selling and/or promoting the Competitors' products or services.</p>

	<p>(ix) Contacting Customers to sell or promote your own or other third party's products and/or services.</p> <p>(x) Directly or indirectly engaging in any activities that may directly or indirectly bring profit or, commercial or business advantages to Competitors.</p> <p>(xi) Entering into any formal or informal agreements (including oral agreements) with Competitors that could restrain competition.</p> <p>(xii) Engaging in any bid or tender rigging activities.</p>
--	--

## 8. Others

Severity of Breach	Action(s) Amounting to Breach
<b>(a) Minor Breach</b>	(i) Inciting or aiding another Organisation Member or an Employee to commit any one of the "Minor Breaches" listed in Items 1 to 7 herein.
<b>(b) Major Breach</b>	<p>(i) Contravening the Company's rules and regulations, policies or operating procedures.</p> <p>(ii) Inciting or aiding another Organisation Member or an Employee to commit any one of the "Major Breaches" listed in Items 1 to 8 herein.</p>
<b>(c) Gross Breach</b>	<p>(i) Persistently contravening the Company's rules and regulations, policies or operating procedures.</p> <p>(ii) Contravening the Company's rules and regulations, policies or operating procedures which may cause financial and/or reputational damage to the Company.</p> <p>(iii) Contravening any applicable laws or regulations (including the Direct Sales Association of Malaysia's Code of Conduct, anti-bribery and corruption laws, the Personal Data Protection Act, etc.).</p> <p>(iv) Inciting or aiding another Organisation Member or an Employee to commit any one of the "Gross Breaches" listed in Items 1 to 8 herein.</p>

### C. Consequences of Breach

If we become aware of a violation of the Code, we will not hesitate to take immediate action to address the problem and to prevent it from reoccurring. Depending on the severity of the breach i.e. varying from minor to gross as stated above, corrective and preventive steps might include counselling and reprimanding actions, or even termination of your appointment, as set forth below:

#### 1. If you are a HP/Cody/ST/HT:

<b>(a) Minor Breach:</b>
<p>We may proceed to:</p> <ol style="list-style-type: none"> <li>issue a written reprimand and impose counselling session(s); and/or</li> <li>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; and/or</li> <li>impose Compliance Points; and/or</li> <li>impose any other reprimanding action(s) that commensurate with the gravity of the breach, as we deem appropriate.</li> </ol> <p>Notwithstanding the above, in the event –</p> <p>(a) your breach(es) is/are not corrected despite three (3) written reprimands being issued;</p>



<p>(b) you commit five (5) or more minor breaches <i>[either simultaneously or accumulated over a period of time]</i>; or</p> <p>(c) we opine that your breach(es) result or could potentially result in serious implications to the Company, we may proceed to terminate your appointment in accordance with the terms of your contract with the Company.</p>
<b>(b) Major Breach:</b>
<p>We may proceed to:</p> <ul style="list-style-type: none"> <li>i. issue a written reprimand; and/or</li> <li>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; and/or</li> <li>iii. impose Compliance Points; and/or</li> <li>iv. impose any other reprimanding action(s) that commensurate with the gravity of the breach, as we deem appropriate.</li> </ul> <p>Notwithstanding the above, in the event –</p> <ul style="list-style-type: none"> <li>(a) your breach(es) is/are not corrected despite one (1) written reprimand being issued;</li> <li>(b) you commit three (3) or more major breaches <i>[either simultaneously or accumulated over a period of time]</i>; or</li> <li>(c) we opine that your breach(es) result or could potentially result in serious implications to the Company, we may proceed to terminate your appointment in accordance with the terms of your contract with the Company.</li> </ul>
<b>(c) Gross Breach:</b>
<p>We may proceed to:</p> <ul style="list-style-type: none"> <li>i. terminate your appointment immediately in accordance with the terms of your contract with the Company; and/or</li> <li>ii. impose any other reprimanding action(s) that commensurate with the gravity of the breach, as we deem appropriate.</li> </ul>

**2. If you are a Manager:**

<b>(a) Minor Breach:</b>
<p>We may proceed to:</p> <ul style="list-style-type: none"> <li>i. issue a written warning; and/or</li> <li>ii. impose counselling sessions; and/or</li> <li>iii. suspend you without pay for a period not exceeding two (2) weeks; and/or</li> <li>iv. impose Compliance Points; and/or</li> <li>v. take any other action(s) that commensurate with the gravity of the breach, as we deem appropriate.</li> </ul> <p>Notwithstanding the above, in the event –</p> <ul style="list-style-type: none"> <li>(a) your breach(es) is/are not corrected in spite of steps (i) and/or (ii) and/or (iii) and/or (iv) and/or (v) above;</li> <li>(b) you repeatedly commit any minor breach(es); or</li> <li>(c) we opine that your breach(es) result or could potentially result in serious implications to the Company, you may be subject to more serious reprimanding actions including where applicable, demotion (with reduction of salary and/or any incentives), or termination of your appointment in accordance with the terms of your contract with the Company.</li> </ul>
<b>(b) Major Breach:</b>
<p>We may proceed to:</p> <ul style="list-style-type: none"> <li>i. issue a stern written warning; and/or</li> </ul>



- ii. suspend you without pay for a period not exceeding two (2) weeks; and/or
  - iii. impose Compliance Points; and/or
  - iv. take any other action(s) that commensurate with the gravity of the breach, as we deem appropriate.
- Notwithstanding the above, in the event –
- (a) your breach(es) is/are not corrected in spite of steps (i) and/or (ii) and/or (iii) and/or (iv) above;
  - (b) you repeatedly commit any major breach(es); or
  - (c) we opine that your breach(es) result or could potentially result in serious implications to the Company,
- we may proceed to terminate your appointment in accordance with the terms of your contract with the Company.

#### **(c) Gross Breach:**

We may proceed to:

- i. suspend you with half pay for a period not exceeding two (2) weeks for purposes of investigation and further inquiry; and/or
- ii. where applicable, demote you (with reduction of salary and/or any incentives to commensurate with position); or
- iii. terminate your appointment in accordance with the terms of your contract with the Company.

#### **(d) Persistent Gross Breaches By Immediate Downline(s)**

If you are a Manager and your immediate downlines commit any Gross Breaches, we may proceed to take action as follows:

- i. Second occurrence (same/different downline(s)): issue a first written warning to you;
- ii. Third occurrence (same/different downline(s)): issue a second written warning to you;
- iii. Fourth time and above (same/different downline(s)): demote you (with reduction of salary and/or any incentives to commensurate with position) or terminate your appointment in accordance with the terms of your contract with the Company.

Notwithstanding the aforesaid, we may also take the following action(s) against you:

- (a) 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; and/or
- (b) impose Compliance Points; and/or
- (c) take any other action(s) as we deem appropriate.

#### **D. Enquiries:**

If you need advice or wish to raise a concern, start with your Manager – he or she is in the best position to understand and take appropriate action. If you feel uncomfortable speaking with your Manager, you may contact the following resources:

Matter	Resource	Contact Information
Reporting any violation of the Code	Compliance Department –Guardian of Coway	(i) Guardian of Coway via eTrust System; (ii) <a href="mailto:compliance@coway.com.my">compliance@coway.com.my</a>
Legal questions	Legal Department	<a href="mailto:legal@coway.com.my">legal@coway.com.my</a>
Enquiries on the Code of Business Conduct	Compliance Department	<a href="mailto:compliance@coway.com.my">compliance@coway.com.my</a>

***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 the Code to your attention.***

**SCHEDULE 3**  
**Personal Data Protection Policy**

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

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

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

- (A) COWAY (MALAYSIA) SDN BHD (200601015668), a company incorporated and duly registered in accordance with the laws of Malaysia, with its registered address at LEVEL 20, ILHAM TOWER, NO.8 JALAN BINJAI 50450 KUALA LUMPUR MALAYSIA. ("Company"); and
- (B) the Undersigned Party or You (defined hereinunder).

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

### **Recitals**

- A. The Company wishes to enter into a written contract for service with you at a date to be determined by the Company ("**Contract For Service**") and you agree to execute such Contract For Service with the Company as an independent contractor.
- B. By entering into this Agreement, you acknowledge and agree that all prior representations, arrangements, understandings and agreements between the Parties (if any) relating to any engagement of your service(s), regardless of whether written or oral, shall be superseded in its entirety; and any and all rights (if any) of yours arising by virtue of any of the said prior agreements, or any of the provisions thereof, notwithstanding the existence of any provision in any such prior agreement that such rights or provisions shall survive its termination, shall also be deemed nullified, as described in Clause 6.5 below.
- C. The Parties have agreed to enter into this Agreement for the purpose of recording the terms and conditions agreed between the Parties which shall be effective and binding during the Term of this Agreement (defined hereinunder), pending the execution of the Contract For Service.

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

### **1. TERM OF AGREEMENT**

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

### **2. FUTURE ENGAGEMENT**

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

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

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

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

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

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

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

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

#### **4. CONFIDENTIALITY**

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

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

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

- (c) information disclosed orally or visually to you by the Company, or in writing without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with the Company's business and the industry in which it operates, that such information is of a confidential or proprietary nature.
- 4.3 Unless prohibited by law, you shall inform the Company of all inquiries into, or requests for, the Company's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so or when so permitted or instructed by the Company.
- 4.4 For the avoidance of doubt, the Company's Marketing Scheme and the structure of the commission thereof shall be deemed Confidential Information and is subject to the terms and undertakings under this Clause. At all material times when accessing the Marketing Scheme, you undertake that you will not to make copies or take any pictures, or use any form or method to record the Marketing Scheme within your possession, whether directly or indirectly.

## 5. TERMINATION

- 5.1 Notwithstanding any provisions to the contrary, the Company shall have the right to terminate this Agreement (in whole or in part) with immediate effect, in the event that you have breached either Clause 3 or 4 above.
- 5.2 For the avoidance of doubt, in the event that this Agreement is terminated in accordance with Clause 5.1, you acknowledge that the Company shall have the right to:
  - (a) not enter into the Contract For Service with you; and
  - (b) not pay any commission to you (if any), regardless of whether you have carried out services for the Company in anticipation of the execution of the Contract For Service.
- 5.3 Without prejudice to any other rights or remedies, in the event of termination of this Agreement, you shall promptly:
  - (a) return to the Company, all documents and/or other materials relating to the Confidential Information which have been provided to the Company or any of its directors, officers, employees, agents and advisers;
  - (b) destroy all copies of any Confidential Information and/or all information and other documents derived from such Confidential Information; and
  - (c) remove any Confidential Information contained in any computer, word processor or other device containing such information.
- 5.4 Notwithstanding any provisions to the contrary, your confidentiality obligation under Clause 4 and Clause 5.3 of this Agreement shall remain binding on you for an indefinite period, and shall survive the expiry or termination of this Agreement and upon execution, the Contract for Service.

## 6. MISCELLANEOUS

- 6.1 *Remedies:* You agree that your obligations set forth in this Agreement are necessary and reasonable in order to protect the Company and its business. You expressly agree that due to the unique nature of the Company's Confidential Information, monetary damages may be inadequate to compensate the Company for any breach by you of the covenants and agreements set forth in this Agreement. Accordingly, you agree and acknowledge that any such violation or threatened violation will cause irreparable injury to the Company and that, in

addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by you.

- 6.2 *Severability:* In the event that any provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or unenforceability shall not affect any other provision under this Agreement, which shall be enforced as if the invalid, illegal or unenforceable provisions had never been contained herein.
- 6.3 *No Waiver:* Failure to enforce any provisions of this Agreement by either Party, shall not constitute a waiver of any term hereof by such Party.
- 6.4 *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 6.5 *Entire Agreement:* This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and shall supersede all prior negotiations, drafts, communications, representations, understandings and agreements between the Parties. For the avoidance of doubt, any and all prior representations, arrangements, understandings and agreements between the Parties (if any) relating to any engagement of your service(s), regardless of whether written or oral, shall be superseded in its entirety; and any and all rights (if any) of yours arising by virtue of any of the said prior agreements, or any of the provisions thereof, notwithstanding the existence of any provision in any such prior agreement that such rights or provisions shall survive its termination, shall also be deemed nullified.
- 6.6 *Notices:* All notices, memorandums, requests, documents or other communications in connection with this contract shall be in writing and shall be delivered by normal post, facsimile or electronic mail to the addresses or destinations specified in this contract unless otherwise notified by either party in writing on the change of address(es), whether it is a residential address or electronic mail address. Any communication in given in accordance to this clause will be deemed as good service.

## **Confidentiality and Security Agreement**

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

### **1.0 General Rules**

(i) I will act in the best interest of the Company and in accordance with its Code of Business Conduct at all times during my employment with the Company.

(ii) I understand that I should have no expectation of privacy when using Company information systems. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.

(iii) I understand that violation of this Agreement may result in disciplinary action, including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Company, in accordance with the Company's policies.

### **2.0 Protecting Confidential Information**

(i) I will not disclose any Confidential Information save and except in the course of performing my duties and only to the individuals who are bound to keep the disclosed Confidential Information in strict confidence. I will not take media or documents that contain Confidential Information out of company premises unless specifically authorized to do so as part of my job.

(ii) I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information unless authorized by company. I will only use or destroy media in accordance with Company Information Security Standards and Company record retention policy.

(iii) I will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information.

(iv) I will not publish, disclose or transmit Confidential Information outside the Company network by using any electronic means whatsoever unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Company using email or other electronic communication methods, I will ensure that the Information is encrypted according to Company Information Security Standards and as governed by regulations.

### **3.0 Following Appropriate Access**

(i) I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.

(ii) I will only access Software System to view Confidential information during the course of performing my duties and having obtain the consent from the Company. By assessing the Confidential information. I affirmatively represent to the Company at the time of each access that I need the Confidential Information for the purpose of performing my duties. The Company may rely on this representation in granting the access to me.

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

(i) I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal smartphone, Tablet , IPad, cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so in the course of performing my duties. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Company Information Security Standards

(ii) I understand that any mobile device (Smart phone, Ipad, etc.) that synchronizes company data (e.g., Company email) may contain Confidential Information and as a result, must be protected. I agree that the Company has the right to:

a. Require the use of only encryption capable devices.

b. Prohibit data synchronization to devices that are not capable to be encrypted or do not support the required security controls.

c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes company data regardless of it being a Company or personally owned device.

- d. Remotely wipe any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Company network.

### 5.0 Doing My Part – Personal Security

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

(ii) I will:

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

c. Use a device with virus protection software.

(iii) I will never:

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

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

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

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

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

### 6.0 Upon Termination

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

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

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

### 7.0 Interpretation

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

---

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

**MEMBER NAME**

---

Signature

Name: **MEMBER NAME**

Date: **Current Date**





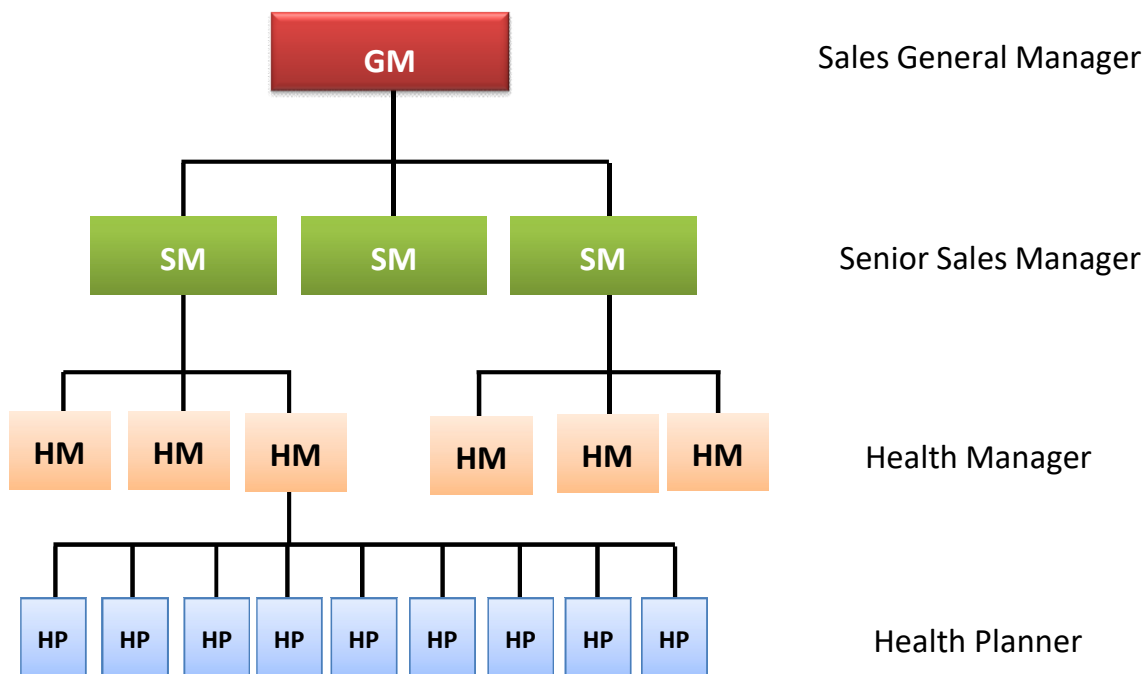
# Sales Organisation Marketing Scheme

(updated on January 2022)

**coway**

Confidential

## Sales Organisation (Sales)



Confidential

Ver.2022

coway

## 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"> <li>Monthly</li> <li>Quarterly</li> <li>Yearly</li> </ul>	2%
HM	5% (Group Sales)	N/A	RM 1,000 To RM 8,000	<ul style="list-style-type: none"> <li>WS</li> <li>WN</li> <li>Rookie</li> </ul>	1.5% To 4.5%
SM	2% (Group Sales)	N/A	RM 3,000 To RM 10,000	<ul style="list-style-type: none"> <li>Monthly</li> <li>Quarterly</li> <li>Yearly</li> <li>WS</li> </ul>	0.75% To 2.25%
GM	1% (Group Sales)	N/A	RM 8,000 To RM 18,000	<ul style="list-style-type: none"> <li>1<sup>st</sup> Half Year</li> <li>Yearly</li> <li>WS</li> </ul>	RM 10,000 To RM 20,000

Confidential

Ver.2022

coway

## Service Package Commission

- (a) Commission payment date: **20<sup>th</sup>** of each month
- (b) No overriding commission is applicable
- (c) Outright Service Package : Subscription fee x 10%
- (d) Commission pay out schedule as below

	Home Appliance	Home Care (Mattress)
Outright Service Package	100%	100%

**Remarks:**

*Commission payment would be issued upon Full Payment and 1<sup>st</sup> HS delivered.*

Confidential

Ver.2022

coway

## Home Appliances (Rental PV)

### WATER PURIFIERS

PRODUCT	LUCY PLUS CHPI-620L	INCEPTION CHPE-250NF	CORE CHP-671L	OMBAK CHP-7310R	VILLAEM II CHP-18AR
PV	4,850	4,700	3,130	3,100	2,800
PRODUCT	GLAZE CHP-6310L	HARRY CHP-590N	KECIL CHP-6200N	NEO PLUS CHP-264L	FERRY P-08L
PV	2,600	2,300	2,200	2,000	1,680
PRODUCT	MATE P-350N				
PV	1,600				

### AIR PURIFIERS

PRODUCT	TUBA AP-3008FH	LOMBOK III AP-1717A	STORM AP-1516D	BREEZE AP-1018F
PV	2,920	2,300	2,000	1,650

- PV may variance and subject to the company's policy & strategies. i.e. customer promotion

Confidential

Updated as at 04/01/2022

Ver.2022

coway

## Home Appliances (Rental PV)

### BATHROOM & OUTDOOR

PRODUCT	FONTANA BAS25-A	BAMBOO PEO-15A	LILY BB14-AMY	BATERI BIDET BA35-A	MANUAL BIDET BA12-A
PV	2,100	1,980	1,900	1,200	650

### PRIME SERIES MATTRESS

PRODUCT	MATTRESS KING (SOFT   FIRM) CMK-ST01S / F	MATTRESS QUEEN (SOFT   FIRM) CMQ-ST01S / F	MATTRESS SUPER SINGLE (SOFT   FIRM) CMSS-ST01S / F
PV (WM)	4,100	3,500	3,200
PV (EM)	3,300	2,700	2,400

PRODUCT	MATTRESS KING SET (SOFT   FIRM) CMK-ST01S / F + CFK-S01FG	MATTRESS QUEEN SET (SOFT   FIRM) CMQ-ST01S / F + CFQ-S01FG	MATTRESS SUPER SET (SOFT   FIRM) CMSS-ST01S / F + CFSS-S01FG
PV (WM)	4,450	3,850	3,550
PV (EM)	3,650	3,050	2,750

- PV may variance and subject to to the company's policy & strategies. i.e. customer promotion

Confidential

Updated as at 04/01/2022

Ver.2022

coway

## Health Planner (HP) Level

Category	Basic & Bonus Commission	Performance Incentive	Performance Allowances	Award	Team Building Benefit	Promotion
Part Time	√	N/A	N/A	N/A	√	N/A
Full Time (Neo Pro)	√	RM300 To RM1,500	RM500 To RM1,000	√	√	√

Confidential

Ver.2022

coway





# Sales Manager (SM)

Confidential

Ver.2022

coway



## 18.0 Sales Manager (SM) Organization Level

Promotion Criteria	Evaluation Criteria
<ul style="list-style-type: none"> <li>a) Above 60 own HM Group Net Sales per month for consecutive 6 months</li> <li>b) 4 Active HM with 40 units Net Sales</li> <li>c) Group Neo Pro MUST <math>\geq 50</math> headcount.</li> <li>d) Pass SM Qualification Test</li> <li>e) Still need to serve total 6 months as HM before promote to SM</li> <li>f) SM (A) need to have at least 4 active HM in Mother's Group.</li> <li>g) Interview session with Top Management.</li> </ul>	<p>Monthly average less than 200 units. Half Yearly review basis (Jan – Jun) ; (Jul – Dec)</p> <ul style="list-style-type: none"> <li>▪ For SM successful breakaway can entitled for the coming 1 time evaluation exemption.</li> </ul>

Confidential

Ver.2022

coway

## 19.0 Sales Manager (SM) Sales Commission

1. Outright / Installment : Own group's Selling Price X 2%
2. Rental : Own group's Product PV X 2%
  - 1<sup>st</sup> Month Payment 50%
  - Balance 50% divided 11 months upon customer rental payment, or  
Balance 50% divided 23 months upon customer rental payment
3. Service Package : [Package Amount x 10%] – Home Appliance & Home Care

App Type	Out / Ins	Rental	1 or 2 years Advance
Commission	Product Price x 2%	PV x 2%	PV x 2%
1 <sup>st</sup> Payment	100%	50%	100%
2 <sup>nd</sup> to 12 <sup>th</sup> payment	N/A	50% / 11 months	N/A
2 <sup>nd</sup> to 24 <sup>th</sup> payment	N/A	50% / 23 months	N/A

OR

- Outright / Installment sales commission shall base on selling price amount.
- 1 or 2 years advance subjected to promotion terms & conditions.

Confidential

Ver.2022

coway

## 20.0 Sales Manager (SM) Team Building Benefit

1. TBB Rate : **1.5%** (1st Level), **0.75%** (2nd Level)
2. TBB regulation
  - Only applicable to 1<sup>st</sup> & 2<sup>nd</sup> level breakaway SM
  - Parents & Sons must have minimum 150 units Net Sales to qualified.
  - 1<sup>st</sup> payment 50% & balance 50% shall be paid through 11 months

	Net Sales / Reward	
Grand Parents & Parents & Son	< 150	≥ 150
1 <sup>st</sup> Level (TBB)	N/A	Breakaway SM Net Sales Total PV X 1.5%
2 <sup>nd</sup> Level (TBB)		Breakaway SM Net Sales Total PV X 0.75%

*Remark:*

- (BA-12 consider 0.5 units)

Confidential

Ver.2022

coway

## 21.0 Sales Manager (SM) Meeting Allowance

1. For the purpose of motivation and encouragement for organization.
2. All paid is based the current month's original receipts.
3. New Promoted entitle minimum amount: RM 500

Net Sales Unit	0 - 99	100 - 199	200 – 299	300 & above
Entitlement (RM)	500	1,000	1,500	2,000

## 22.0 Sales Manager (SM) Performance Incentive

1. SM performance incentive applicable for internal & external promote.
2. Guarantee SM PI is applicable for 1 month upon promoted to be SM
3. EPF & Socso remain with condition (**Maximum RM8,000**)

Performance Incentive = Table A x Table B				
1 <sup>st</sup> Month	Subsequent Month			
Guarantee Income	Table A		Table B	
	Net Sales Unit	RM	No. of NEO PRO	Entitle (%)
RM 8,000 ▪ No Min. Net Sales Unit Require.	< 100	3,000	< 50	80
	100 & above	4,000		
	150 & above	5,000		
	200 & above	7,000	50 & above	100
	250 & above	8,000		
	300 & above	10,000		

- Number of Neo pro is based on the survivor after dropping.
- Remark: BA -12 Consider 0.5unit

Confidential

Ver.2022

coway

## 23.0 Sales Manager (SM) Weekly Sales (WS) Award

Group	Award	Criteria		Reward (RM)
SM	75W 250S	Weekly: ▪ Key In: 75 and above  Monthly ▪ Net Sales: 250 and above	1 <sup>st</sup> Month	1,500
			Consecutively 2 months	2,000
			Consecutively 3 months	2,500
	100W 350S	Weekly: ▪ Key In: 100 and above  Monthly ▪ Net Sales: 350 and above	1 <sup>st</sup> Month	2,000
			Consecutively 2 months	2,500
			Consecutively 3 months	3,000

- Only SM entitle for the award.
- Consecutive month are applicable to different category.
- All Net Sales Must be the same month Key in sales.
- BA12 = 0.5 unit (for Net Sales calculation) → no count @ 2019

Confidential

Ver.2022

coway

## 24.0 Sales Manager (SM) Periodical Award

Terms	Monthly			Quarterly		
Group	Grade	RM	Supplementary	Grade	RM	Supplementary
SM	1 <sup>st</sup>	3,000	Trophy	1 <sup>st</sup>	5,000	Trophy
	2 <sup>nd</sup>	2,000	Cert.	2 <sup>nd</sup>	3,000	Cert.
	M.S.Q: 100 units			M.S.Q: 400 units		

Yearly		
Grade	RM	Supplementary
1 <sup>st</sup>	10,000	Trophy
2 <sup>nd</sup>	7,000	Trophy
M.S.Q: 400 units		

- M.S.Q = Minimum Sales Quantity
- Priority : Outright > Installment > Rental in case of same quantity
- BA12 = 0.5 unit

Confidential

Ver.2022

coway

## 25.1 Sales Manager (SM) Better Life Fund (BLF)

Scoring Table						Reward		
Attendance		Productivity		Conversion Rate		Grade	Total Point	RM
Grade	Points	Units	Points	No of Neo Pro	Points			
90%	40	7	30	15	30	A	90 – 100	1,500
80%	30	6	25	10	20	B	80 – 85	1,000
70%	20	5	20	5	10	C	70 – 75	700
<70%	10	4	15	<5	0	D	< 70	0
		3	10					
		<3	5					

- Total Point = Attendance + Productivity + Conversion Rate
- Minimum point = 70 point.

- **Attendances:**
  - Only consider those thumb in before 9.00am. (thumb in on 9.01am also consider late.
  - Come in office during every Monday-Friday except public holiday.
- **Productivity:**
  - The Number of Neo Pro will be based on the total opening Neo Pro List.
- **Conversion Rate:**
  - No of Neo Pro will be based on Neo Pro Survival List.
  - The Neo Pro can be New Join or re-joined in the month.

Confidential

Ver.2022

coway



## 25.2 Sales Manager (SM) Better Life Fund (BLF)

Subject	Entitlement
Car / House:	RM 150K and above
Ownership of Car/House:	Own self /Spouse (with valid proof)
Purchase Period:	From promoted as manager
Manager Status:	In manager status
Pay-out Period :	10 years only (start from April 2018)
Pay-out Date :	Every 20 <sup>th</sup> of the month (Start on 20 <sup>th</sup> of May 2018)
Document Submission Dateline:	Every 14 <sup>th</sup> of the month (Submit after 14 <sup>th</sup> , will pay-out on next pay-out date)

Confidential

Ver.2022

coway

## Appendix

Subject	Description	Level Involve
Compliance Case Special Deduction	Compliance liaise with member.	HP HM SM GM
	Deduction amount only decide after interviewed by compliance team with both parties agreement.	
Own Purchase Deduction	Due to high overdue amount, management decide on hold member's commission as agreed by involve member.	
	Outstanding will be capture at the 1 <sup>st</sup> of the month with 1 month aging and deduction on pay-out date.	
Order YS + SVM YS (Sales, service membership)	Member should responsible to follow up payment with customer after key in & installed. If there is insufficient commission in either one level, their commission will fully on hold and the balance only will push up to the higher level.	
	Commission will release if payment being settled otherwise commission will forfeit and contra to respective orders.	

Confidential

Ver.2022

coway

Thank You

coway