

coway

Dated this day of year

BETWEEN

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

AND

CODY NAME
(IC NO)

CODY / ST SERVICES AGREEMENT



CODY/ST SERVICES AGREEMENT

This Cody/ST Services Agreement (hereinafter "Agreement") is made as of [contract start date] between **COWAY (M) SDN BHD** (Company No.: 735420-H), a company incorporated in Malaysia and having its principal place of business at Level 20, Ilham Tower, No. 8, Jalan Binjai, 50450 Kuala Lumpur, Malaysia (hereinafter "**Coway**") and **[NAME OF CONTRACTOR]**, (NRIC No.: [please insert]) of [insert address (including email address)], (hereinafter "**Cody/ST**") (both parties hereinafter referred to collectively as "**Parties**").

1. ENGAGEMENT

- 1.1 The nature and further particulars of the Coway Lady ("**Cody**") / Service Technician ("**ST**") Services Agreement are as specified in **Schedule 1** of this Agreement. The Cody/ST shall not be entitled to any benefits apart from the terms of this Agreement.
- 1.2 This Agreement is for a fixed period of one (1) year and shall be renewed annually until terminated by either party in accordance to the terms set out in this Agreement.
- 1.3 Coway has the sole discretion and reserves the right to revise, vary and/or revoke any commission and/or Commission Scheme and/or any other miscellaneous payments given to Cody/ST from time-to-time and/or at any time, with reasonable prior written notice given to Cody/ST.
- 1.4 Cody/ST's commission and/or receipt of any payments may be subject to statutory withholdings and deductions as required under law, including without limitation to, deduction of income tax, where applicable. Cody/ST is solely responsible for such tax liabilities and statutory liabilities.
- 1.5 The Parties acknowledge that the Cody/ST is a third party provider and the Cody/ST is subject to the restrictions provided herein, such as the obligations of confidentiality and adequate performance of the Services in accordance to the Service Description as set out in **Attachment 3** of this Agreement.
- 1.6 As and when notified by Coway, Cody/ST shall attend the premises of Coway on the dates as notified. Such attendances are deemed to be part of the obligations under this Agreement.
- 1.7 Cody/ST is required to subscribe to a valid personal accident insurance package at Cody/ST's own expense and will be required to show proof, upon request by Coway, of such valid insurance schemes for the tenure of this Agreement and for such further periods that this Agreement is renewed or continues to remain to be effective.



2. CODY/ST

- 2.1 No provision established hereunder shall be construed as establishing the Cody/ST as a partner, agent, or an employee of Coway. Cody/ST shall be committed solely to fulfilling the purposes of this Agreement, and the relationship of Cody/ST with Coway. Cody/ST shall not present itself to any individual or entity as an employee, partner or agent of Coway. For the avoidance of doubt, this Agreement does not constitute a joint venture either. Cody/ST also warrants and confirms its status as a third party Cody/ST.
- 2.2 Cody/ST shall at all material times in providing the Services have a manner of conduct, without limitation to: -
- (a) Diligently, faithfully and competently perform the Services in a timely fashion; and
 - (b) Use the best endeavours to promote the interests of Coway.
- 2.3 Cody/ST understands and agrees that during the term of this Agreement, Cody/ST will be solely responsible for becoming aware of and complying with all applicable laws, ordinances, regulations and orders with respect to the performance of Services under this Agreement, including but without limitation to, the Malaysia Anti-Corruption Commission Act 2009 and income tax liabilities.
- 2.4 Cody/ST shall not at any material time, pay, give, or offer or promise to pay or give, any money or any other thing of value, including any form of personal discount or any unauthorised additional discounts, directly or indirectly, to, or for the benefit of: (i) any government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Coway's business.

3. TERMS OF PERFORMANCE

- 3.1 During the term of this Agreement, Cody/ST shall have the responsibilities, and duties as agreed herein or as notified to the Cody/ST. Although Cody/ST does not have a fixed work schedule, Cody/ST is expected to provide the services to Coway and/or Coway's customers as may be required under the nature of the services in accordance to the Service Description in **Attachment 3** of this Agreement ("**Services**") and in accordance to Coway's Business Conduct, as stated herein in **Attachment 1** of this Agreement ("**Business Conduct**"). In the event Cody/ST fails to perform the services diligently and to the complete satisfaction of Coway as per the terms herein, the Cody/ST shall be informed accordingly and shall in the best endeavour work towards achieving the performance level, failing which Coway reserves its right to terminate this Agreement pursuant to the terms herein.



- 3.2 This Agreement is also contingent on the Cody/ST's compliance with all terms and conditions of Coway's Business Conduct and Services, including such standards as shall be notified to Cody/ST during the tenure of this Agreement, either expressed or implied, and such further practices which will be enforced from time to time. In the event of failure to comply with such Business Conduct and Services, Coway reserves the right to terminate this Agreement with written notice to Cody/ST pursuant to the terms of this Agreement.
- 3.3 Cody/ST also agrees to render the Services to any of Coway centres including other companies that may be customers, suppliers, subsidiaries, associates or affiliates of Coway as assigned by Coway as part of its Services, as and when notified and required by Coway.

4. TERMINATION

- 4.1. Notwithstanding and without prejudice to the terms under this clause, either party shall have the right to terminate this Agreement without any cause or reason by providing one (1) month's notice in writing to the other party.
- 4.2. This Agreement with Coway will be terminated if Cody/ST commits the following: -
- (a) Breach of the Coway Business Conduct as attached in this Agreement in **Attachment 1** which forms part of the terms of this Agreement;
 - (b) Failure to achieve the minimum performance as required and as stipulated in the performance target for Services as attached in this Agreement as **Attachment 3**, or as notified to you;
 - (c) Failure to provide upon request, a valid personal accident insurance coverage to be subscribed by Cody/ST on their own accord; and
 - (d) Breach of any terms in this Agreement, including any attachments or annexures to this Agreement.
- 4.3. In the event that Cody/ST fails to achieve the minimum performance for Services as provided for in **Attachment 3**, or as notified to you, it will be deemed to be a breach of this Agreement. Depending on the severity of the nature of breach, Coway will first notify of Cody/ST's failure to achieve the minimum performance for an opportunity to rectify the breach and attain the minimum performance. Upon failure to carry out satisfactory rectification of Cody/ST's performance to the satisfaction of Coway, Coway shall have the right to terminate this Agreement in writing with or without the notice period given to Cody/ST.



- 4.4. At all material times, upon the termination of this Agreement, Cody/ST shall: -
- (a) Return all Confidential Information whether embodied or recorded in a tangible form which is in Cody/ST's possession; and
 - (b) Return all stocks or products of Coway in its original packaging, including Coway tools, Cody bag, filters and Cody uniforms ("**Equipment and Uniform**"), without damage in any way whatsoever Coway has accounted for all the products or materials of any matter in connection with Coway.
- 4.5. In the event that any products, stocks and materials are not returned to Coway or where they are damaged, Cody/ST agrees that Coway shall have the right to deduct the price of the unreturned or damaged property from the commission payable to Cody/ST or from any other claims or remunerations due to be paid to Cody/ST.
- 4.6. Where the termination of this Agreement is not by reason of breach of the Coway's Business Conduct, and upon the fulfilment of Clause 4.4 above, any commissions, where applicable, is due and payable in accordance with the Commission Scheme shall be paid to Cody/ST within one (1) month after the termination of this Agreement.
- 4.7. In respect of commission derived from rentals, the commission shall be payable upon receipt of the monthly rentals. In the event that the customer ceases to pay the rentals or defaults in payment of the monthly rental then the said commission derived therein shall cease immediately following such default. Upon the termination of this Agreement, and where applicable, any commissions derived from rental periods after the date of termination of this Agreement shall also cease to be payable to Cody/ST.
- 4.8. In the event that this Agreement is terminated for breach of the Coway's Business Conduct by Cody/ST, there will be no commission payable to Cody/ST as a result of the breach.
- 4.9. After this Agreement is terminated for any reasons whatsoever including Cody/ST's notice to terminate, Cody/ST is not allowed to re-join Coway in any position, regardless whether for full time or part time, within six (6) months from last day of service or such other period of time as the Coway may deem fit. In the event of termination by reason of breach of the Coway Code of Conduct, Cody/ST is not allowed to return to the Coway for any reasons whatsoever.

5. NON-CONFLICT OF INTERESTS

- 5.1 CODY/ST undertakes and warrants that Cody/ST's spouse is and will not be under any employment or any kind of arrangement with any competitor of Coway at all times, including during the tenure of this Agreement.



5.2 During the period of this Agreement, Cody/ST shall not directly or indirectly: -

- (a) Become engaged or be concerned in the condition of any organization in competition with Coway or doing business with the competitor company or any of its associated companies. For the avoidance of doubt, Cody/ST shall not act as an employee, agent, broker, shareholder, or otherwise be engaged in, directly or indirectly with any businesses which sell products similar to those customarily sold by Coway within Malaysia;
- (b) Solicit or entice away from Coway any person who is or has been during the term of this Agreement and one year thereafter, a customer of Coway; and
- (c) Solicit or entice away, or attempt to employ, solicit or entice away from Coway any person who is an officer, manager, consultant or employee of Coway.

Upon any breach of this clause, Coway reserves the right to immediately terminate this Agreement with or without any notice given to Cody/ST.

5.3 Cody/ST shall not receive or obtain directly or indirectly any discount, rebate, commission or financial reward in respect of any business transacted by or on behalf of Coway or any of Coway's associated companies.

6. **CONFIDENTIALITY**

6.1 “**Confidential Information**” means any information, data and material of proprietary nature (whether such information is of a technical, financial, business, or other nature) relating to or disclosed by Coway to Cody/ST in the course of the performance of the Services, which is, or should be reasonably understood to be, confidential or proprietary to Coway. 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 the period allowed following such communication), will be deemed to be proprietary and confidential information of the disclosing party. This includes without limitation to, commission schemes, business plans, analyses of the market, forms, list of customers and all of the information in relation to distribution of products.

6.2 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, business structure, products, affairs and finances of Coway or its associate companies, and trade secrets including, without limitation, technical data and know-how relating to the business of Coway or any associate companies or any of their business contacts, including in particular (by way of illustration only and



without limitation) commission schemes, proprietary methodologies, branded solutions, business and 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 Coway policies and practices.

- 6.3 Cody/ST acknowledges that such Confidential Information belongs to Coway only and are highly confidential and not publicly available.
- 6.4 As a recipient of Confidential Information, Cody/ST agrees at all material times: -
- (a) To 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) 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 Coway and shall treat the Confidential Information as secret and in strict confidence;
 - (c) Not to directly or indirectly cause the Confidential Information to be reproduced, distributed, disclosed and/or imparted to any third party and in particular, any future employer;
 - (d) Not to use the Confidential Information to solicit or enter into any business transactions or any undertaking which will be averse to the business of Coway;
 - (e) Not to use, implement or modify any such of the Confidential Information for any benefit to Cody/ST or Cody/ST's future employers;
 - (f) To undertake and immediately notify and cooperate with Coway upon knowledge of Confidential Information of Coway being distributed and/or divulged in the public domain or to any other persons, to ensure that such divulgence of Confidential Information is immediately contained and stopped; and
 - (g) To undertake to indemnify Coway for any breach of confidence caused by Cody/ST, including without limitation to, claims by third parties as well as any legal costs incurred as a consequence.
- 6.5 Cody/ST also agrees to be subject to the duties of confidentiality and security of information in Coway as stated in **Attachment 2** of this Agreement
- 6.6 For clarity, Coway's Commission Scheme and the structure of the commission thereof is also deemed to be Confidential Information and subject to the terms and undertakings under this Clause. At all material times when accessing the Commission



Scheme, you undertake that you are not to make any copies or take any pictures, or use any form or method to record the Commission Scheme whether directly or indirectly within your possession.

- 6.7 Upon expiration or termination of this Agreement, as requested by Coway, Cody/ST shall either certify the destruction of, or return to Coway, all of the Confidential Information and all copies thereof, in any tangible form whatsoever, including but not limited to any copies stored electronically, magnetically, or in any other media, unless such party is expressly authorized to use such Confidential Information by Coway or unless required by law or governmental regulations to retain such Confidential Information.
- 6.8 Great loss and immediate and irreparable injury would be suffered by Coway if Cody/ST should breach or violate any of the covenants and Agreements set forth in this Section. Cody/ST agrees that such covenants and Agreements are reasonably necessary to protect and preserve Coway's interests, and, that in addition to all of the remedies provided at law or in equity, Coway shall be entitled to a temporary restraining order and/or a permanent injunction to prevent a breach of any of such covenants or Agreements. If Coway should seek an injunction hereunder, the party against whom such injunction is sought hereby waives any requirement that such party subject proof of the economic value of any Confidential Information or post a bond or any other form of security.
- 6.9 In the event of Cody/ST's breach of this Section, Cody/ST shall indemnify Coway for all of the damages caused to Coway.
- 6.10 This confidentiality obligation of Cody/ST shall be applicable during the tenure of this Agreement and will survive after the expiry or termination of this Agreement for whatever reasons.

7. INTELLECTUAL PROPERTY

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



8. INDEMNITY

- 8.1 Cody/ST shall indemnify Coway, its affiliates and the officers, directors, employees and agents of each of them, for any claims, damages, losses, expenses (including reasonable attorneys' fees), demands, actions, and causes of action arising out of or resulting from Cody/ST's (i) breach of the terms of this Agreement; (ii) misuse or misappropriation of any intellectual property right or Confidential Information of Coway or any third party; (iii) negligent or unlawful acts or omissions or wilful misconduct by Cody/ST; (iv) any income tax and other duties or taxes payable by the Cody/ST in respect of the fees payable under Section 3; or (v) any loss or liability incurred or suffered by Coway arising from the Cody/ST acting outside the scope of any actual or ostensible authority.
- 8.2 The provisions of this Section shall survive the termination or expiration of this Agreement.

9. BREACH OF COVENANTS

- 9.1 For the avoidance of doubt, where Cody/ST has made representations and warranties, and/or where there is a clear stipulation that such terms are undertakings and obligations on Cody/ST's part, these are deemed to be covenants made between Cody/ST and Coway. This specifically includes, without limitation to, Clauses 2, 3, 4, 5, 6, 7 and 8 above.
- 9.2 It will be deemed to be a breach of covenant in the event that: -
- (a) such representations and/or warranties made by Cody/ST is hereafter found to be incorrect in any material aspect; and/or
 - (b) there is a breach of any undertakings, obligations or stipulations by Cody/ST.
- 9.3 In such a breach, Coway shall have the right at its absolute discretion to act as it deems fit, to review, suspend and/or terminate this Agreement with immediate effect.
- 9.4 Notwithstanding and without prejudice to any other provisions in this Agreement, Coway shall have the right to commence any legal proceedings against Cody/ST for any breach of covenant committed by Cody/ST for damages, recovery of any losses and any Court relief as Coway deems fit.

10. NOTICES

- 10.1 All notices, memorandums, requests, documents or other communications in connection with this Agreement shall be in writing and shall be delivered by normal post, facsimile or electronic mail to the addresses or destinations specified in the beginning of this Agreement or to such other addresses or destinations as the Parties may designate from time to time.



- 10.2 Any notice required to be given shall be deemed to have been received: -
- 10.2.1 in the case of delivery by normal post – within five (5) working days;
 - 10.2.2 in the case of delivery of facsimile or electronic mail to the correct number or designated address respectively – upon sending.

11. PERSONAL DATA

- 11.1 Cody/ST hereby consent s to the processing of personal data under terms of the Personal Data Protection Notice attached hereto as **Attachment 2**.

12. MISCELLANEOUS

- 12.1 In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without the said provision.
- 12.2 The delay or omission, by one party to demand the compliance with the terms hereof shall not constitute a waiver and such party shall be entitled to make such demand or request at any time.
- 12.3 This Agreement cannot be transferred, in whole or in part, by Cody/ST without the written consent of Coway, and any attempt to carry out such transfer shall be considered void and ineffective. Coway shall have the right to transfer its rights under this Agreement to any successors, affiliates or entities as it deems fit with prior written notification to Cody/ST.
- 12.4 This Agreement supersedes all other prior agreements, representations, promises and understandings established between the Parties with respect to the performance of the Services contracted herein, and contains the entire Agreement and understanding between the Parties, unless amended in writing by Coway. For the avoidance of doubt, any Annexures, including any reference of other documents as stated in the Annexures to this Agreement is deemed to be part of this Agreement.
- 12.5 Coway reserves the right to revise, amend and vary the terms of this Agreement. Any such amendment of this Agreement by Coway shall be notified to Cody/ST in writing.

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- 12.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 12.7 The laws of Malaysia shall govern this Agreement. In the event of any dispute that results from the interpretation or enforcement of this Agreement, the Parties agree to submit to the jurisdiction of the Malaysian courts.

And being thus agreed and contracted, the Parties sign this Agreement accordingly: -

COWAY:

For and on behalf of COWAY (M) SDN BHD



Choi Ki Ryong, Kyle

Managing Director

CODY/ST:

I hereby acknowledge that I have read and understood and hereby agree to the terms and conditions of this Agreement including all schedules and attachments annexed hereto.

[CODY/ST NAME]

NRIC No.:

DATE:

*** This is a digitally signed agreement ***



SCHEDULE 1

Further Particulars of this Agreement

Commencement of Agreement:	Refer contract start date outlined in Page 2
Service Description:	Attached as Attachment 3 is a full description of Cody/ST service scope
Pre-requisite entry training:	Period: 1 month This Agreement will not take effect for unsuccessful pre- requisite entry training.
Registration Fee	A registration fee of RM 200 will be deducted from your commission in the first month of work as Cody/ST.
Equipment and Uniform	The fee for use of Coway's Equipment and Uniform to perform the services described in Attachment 3 is included in the Registration Fee. You shall return the Equipment and Uniform upon termination or expiration of this Agreement (whichever earlier).
Happy Family Fund	RM 1,200 on the 1st month while RM 500 for consecutive following 3 months only as subsidy for attendance of the entry training sessions during this period.
Healthy Family Fund	1) 1 st Year Cody - RM 50 on monthly basis 2) 1 Years above Cody – RM100 on monthly basis
Commission Scheme:	You will be entitled to the commission set out in the Commission Scheme which shall be notified to you from time- to-time. Coway reserves the right as set out in Clause 1.3 of the Agreement to revise and/or vary the Commission Scheme and such Commission Scheme shall be effective upon notification to you. You will be able to access the operating Commission Scheme at any time by contacting immediate superior.
Contact Centre:	Mainly station at Cody Branch advice by your immediate superior, in which subject to change with given 30 days' written notice. Cody/ST may be required to work at any of Coway's premises or branches or at the premises of Coway's clients, customers, suppliers or associates within Malaysia from time to time.

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Attachment 1

Business Conduct



BUSINESS CONDUCT

<p>1. STANDARD BUSINESS CONDUCT</p> <p>Below are examples of a lapse/breach of the standard business conduct expected of all Coway Lady ("Cody")/ Service Technician ("ST")/ Coway Technician ("CT") in carrying out services as a contractor of Coway. In the event of lapses in these instances, Coway reserves the right to deduct Cody's commission: -</p> <ol style="list-style-type: none">1.1. Inefficiency in providing services which causes low productivity that is not of the acceptable standard required by Coway.1.2. Conducting yourself in a manner which is contrary & prejudicial to the Coway's operating procedures in the business.1.3. Ceasing work prior to fulfilment of the services within reasonable time.1.4. Lateness in providing services to customers1.5. Failure to attend to premises to provide services1.6. Improper and/or unprofessional dress code when providing services to Coway.	<p>3. EVENT OF DEFAULT</p> <p>For any breaches of the below terms, Coway reserves the right to terminate your agreement with immediate effect: -</p> <ol style="list-style-type: none">3.1. Failure to carry out services as notified by Coway3.2. Damaging the Coway's property and/or its products with intention.3.3. Removing any Coway's property and/or its products without authorization.3.4. Interference or hindrance to the Coway's business or process.3.5. Bringing about disrepute to the Coway and/or its management/staff's good image, including media publicity or other means.3.6. Gross breach of a material obligation.3.7. Forging documents to defraud Coway.3.8. Passing on secret or confidential records or information of or concerning Coway to Coway's competitors or any outside parties.3.9. Bringing out & selling goods belonging to the Coway without prior consent/authorisation.3.10. Deliberate misrepresentation of facts to obtain material or non-material advantage in the Coway.3.11. Conviction & imprisonment for any criminal offence by a Court of Law.3.12. Fail to submit payment from customer to the Coway within 3 working days from the date of receipt of payment.3.13. Signing on behalf of customer without customer consensus or forging customer signature on job sheet or invoice or purchase order.3.14. Producing fake documents or falsifying documents to mislead the Coway.3.15. Wilful or negligent misrepresentation or falsifying information contained in Coway's documents.3.16. Sale of consumable items without notifying Coway.3.17. Fail to comply with Coway's directions or procedure when handling customer's payments.3.18. Accepting Sales from terminated Health Planner / Cody.3.19. Attempting and/or soliciting any persons within the Coway organisation from their obligations to Coway to join another competitor of Coway.
<p>2. MAJOR BREACH</p> <p>In the event of breach in the following manner as detailed below, and you fail to rectify the said breach within 30 days of being notified of such breach, Coway reserves the right to terminate your contract for service with Coway.</p> <ol style="list-style-type: none">2.1. Failure to perform services effectively and efficiently based on the expectations of Coway.2.2. Unprofessional conduct whilst performing services2.3. Unauthorised collection of sales proceeds or rentals in the Coway premises or engaging own business.2.4. Exhibiting notices, handbills or circulating unauthorized papers and documents which are not issued by Coway whilst carrying out services for Coway.2.5. Persistent breach of Coway's Standard Business Conduct2.6. Any unethical behaviour whilst performing services which gives rise to the complaint by customers.2.7. Engaging in any other form of business within the Coway's premises and during hours of services.2.8. Spreading rumours & making false, malicious statement about any employee, the Coway or its products.2.9. Deliberately slowing down work or inciting others to do so.2.10. Failure to attend to such meetings as required by Coway as part of your contract for services.2.11. Wilfully mislead or misrepresent to customers on Coway's sale policies, service regulations terms and conditions.2.12. Accompanied by unauthorized persons to conduct sales and services.2.13. Fail to comply with Coway's procedures and requirements when issuing temporary receipts to customers (TR).2.14. Proxy sales2.15. Making payment on behalf of customer without authorization from Coway.	

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Attachment 2

Personal Data Protection Notice



PERSONAL DATA PROTECTION & CONFIDENTIALITY AND SECURITY POLICY

Personal Data Notice

1. Please be informed that in accordance with Personal Data Protection Act 2010 ("**PDPA**") which came into force on 15th November 2013, Coway (M) Sdn. Bhd. ("**Coway**") is hereby bound to provide notice and obtain consent in relation to the processing, collection, recording, storage, usage and retention of personal information of persons contracted to provide services to the Coway organisation, including without limitation the personal data obtained from you directly when you provide us with personal information during the engagement process and/or throughout the course of your period of contractual obligation with Coway (collectively, "**Personal Data**").
2. The purposes for which your Personal Data may be used by Coway (collectively, "**Purpose**") are inclusive but not limited to:
 - a) assessment of your potential engagement with Coway;
 - b) administering your engagement with Coway;
 - c) our internal administrative purposes;
 - d) processing of any remuneration;
 - e) communication purposes;
 - f) enforcement of Coway's business policies;
 - g) general administration and record purposes;
 - h) our corporate governance;
 - i) our protection, our personnel and the public against injury, theft, legal liability, fraud or abuse;
 - j) compliance with applicable legal requirements and risk management;
 - k) legitimate purposes relating to our affairs, which may include the conduct of litigation, investigations or dispute resolution or the day-to-day conduct of Coway's business and/or in the context of a sale or transfer of all or part of Coway's business; and/or
 - l) other purposes that are appropriate and authorised by applicable law.
3. We also wish to inform you that your Personal Data may be disclosed to third parties, such as to our headquarters, regional offices, subsidiaries, affiliates and/or members within the Coway group of companies, and/or our service providers, which may be located outside Malaysia, for reasons relating to the Purpose. In addition, Coway may also disclose and transfer personal data to other external service providers and/or third parties in the course of processing employee personal data for the purposes mentioned in para 2 including any merger, acquisition or corporate exercise involving Coway. These third parties and/or external service providers may be located overseas,
4. If you wish to access, correct, limit or update your Personal Data, or to make any inquiries or complaints about the processing of the same, please contact our Human Resource Department and/or any authorised person via email.
5. Please note that it will be necessary for us to process your Personal Data for the Purpose, without which we will not be able to carry out the Purpose.
6. You represent and warrant that the consent of third parties (e.g. spouse, children and emergency contact person) whose personal data you have disclosed to us have been sufficiently obtained to allow us to process the same in relation to the Purpose.



Confidentiality & Security Information (“CSI”)

1.0 General Rules

- (i) You will act in the best interest of the Company and in accordance with Coway's business policies and the terms of your Agreement with Coway at all times;
- (ii) You understand that you should have no expectation of privacy when using Coway's information systems. Coway 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 of information.
- (iii) You understand that violation of this CSI is deemed to be a breach of your contract for service with Coway and Coway will have the right to terminate the said Agreement without any notice pursuant to its rights under the Agreement.

2.0 Protecting Confidential Information

- (i) You will not disclose any Confidential Information save and except where authorized or where required in the course of performing your contractual duties and only to the relevant and necessary individuals. You will not take or make any copies, whether by way of hardcopy, photographically or electronically by any means whatsoever, any media or documents that contain Confidential Information out of Coway's premises unless specifically authorized to do so.
- (ii) You will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information unless authorized by Coway. You will only use or destroy media in accordance with Coway's Information Security Standards and Coway's record retention policy.
- (iii) You will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information.
- (iv) You will not publish, disclose or transmit Confidential Information outside Coway's network by using any electronic means whatsoever unless you are specifically authorized to do so. If you do transmit Confidential Information outside of Coway using email or other electronic communication methods, you will ensure that the Information is encrypted and will not be easily hacked or accessed by any other third parties.

3.0 Following Appropriate Access

- (i) You will only access or use systems or devices you are officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals or any other individuals including your spouse.
- (ii) You will only access Software System to view Confidential information if required as part of your contractual obligations and having obtain the consent from Coway. You will only access Confidential Information that you are authorized to and you will not access such Confidential Information for any other purposes other than for purposes of performing your contractual obligations.
- (iii) You understand and acknowledge that Coway has the right to terminate your access to use its systems or devices at its sole discretion.



4.0 Using Portable Devices and Removable Media

- (i) You will strictly 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 and specifically authorized by Coway. If you are required to copy or store Confidential Information on removable media, you will encrypt the information while it is on the media. Further, you acknowledge that Coway will keep records of your authorization to use removable media to copy or store Confidential Information.
- (ii) You understand that any mobile or electronic device used (Smart phone, Ipad, etc.) to synchronize Coway's data (e.g., Company email) will contain Confidential Information and as a result, must be protected. You agree that when you are authorized to take such Confidential Information with such devices, Coway 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 or electronic device that synchronizes Coway's data regardless of it being a Coway or personally owned device.
 - d. Remotely wipe any synchronized device that: has been lost, stolen or belongs to anyone whose services with Coway has been terminated.
 - e. Restrict access to any mobile application that poses a security risk to Coway's network.

5.0 Doing Your Part – Personal Security

- (i) You understand that where required, you may be assigned a unique identifier (e.g., 3-4 User ID) to trace your records of access and use of Confidential Information and that the identifier is associated with your personal data provided as part of the initial and/or periodic credentialing and/or contract verification processes.
- (ii) You will:
 - a. Use only your officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
- (iii) You 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 Coway's network.
- (iv) You understand and acknowledge that Coway has the right terminate your username and password at its sole discretion.
- (v) You will practice good security measures such as locking up electronic storage media when not in use, using screen savers with activated passwords, positioning screens away from public view.



- (vi) You will immediately notify Coway or any IT personnel of Coway if:
- a. your password has been disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. You suspect a virus infection on any system;
 - d. You are aware of any activity that violates this agreement, privacy and security policies; or
 - e. You are aware of any other incident that could possibly have any adverse impact on Confidential Information or Coway's systems.

I, _____ (NRIC No.: _____)
hereby acknowledge that I have read and I understand the terms of the Personal Data Protection Policy above, and I agree / consent to the processing of my Personal Data as described above. I also confirm that I have read the terms for confidentiality and security of information, and I agree to abide with such regulations.

Signature Name:

NRIC:

Date:

*** This is digitally signed PDPA ***

coway

Attachment 3

Service Description



Coway Lady & Service Technician Service Description.

We hereby engage you to provide services as a Cody and such other duties that may notified to you by Coway from time to time (“**Service**”) including but not limited to the following: -

1. IMAGE OUTLOOK / DRESS CODE:

- a) In the performance of your services and in engaging with Coway’s clients including any Coway-related activities, you are to dress in the Designated Coway Lady attire.
- b) You are required in the performance of your services to utilize Coway tools in the Coway Lady Bag.
- c) You will dress in the Designated Coway Lady attire in a neat and well maintained manner.
- d) You will at all times in providing services to Coway’s clients to wear the designated Coway Identity Tag to communicate to Coway’s clients that you are appointed as a Coway Lady Contractor by Coway.
- e) You will take the utmost care with the sterilization tools (Hi-Care) to avoid lost or damage.

2. HEART SERVICE:

- a) You will perform services on the appointment arranged between Coway’s client and you.
- b) You will perform product sanitation; product maintenance and change of product filters in accordance to the Moment of Truth (MOT) steps designated by Coway in your performance of the services.
- c) Coway client’s satisfaction level has to be taken care of and well maintained.
- d) You will communicate the purpose of your service visit to Coway client’s house on every service appointment.
- e) Change of filter upon expiry must be carried out during the active month of service.
- f) You will change the expired Product filter with a new Coway filter.
- g) Upon 7 days after the completion of your service, you will carry out a first visit for inspection if Coway’s client raises an After Service issue/concern.
- h) You will obtain Coway’s client declaration on completion of the services conducted by way of acknowledgement using the Coway Service Care App or Heart Service Report.

3. SALES:

- a) You are required to communicate Coway’s latest updates such as new products and promotions to Coway’s clients.
- b) You are required to communicate to Coway’s client on renewal of service membership upon expiry of Coway client’s product warranty.
- c) During the sales process, you are will submit all requisite genuine Coway documents which are not forged documents.
- d) You are required to sell only Coway’s product to Coway’s prospective clients.



4. COLLECTION OF CUSTOMER'S PAYMENT:

- a) You are required to monitor Coway's client rental payment.
- b) You are encouraged to collect rental payments if Coway's client is unable to make payment by way of online payment.
- c) It is compulsory that you issue a temporary receipt upon receiving payment from Coway's clients.
- d) You are required to attend to any relevant agenda meeting at Coway's client-side in relation to any rental payment collection matters together with any respective party involved.
- e) You will give reminder calls to Coway's clients who have outstanding rental payments which has not been paid to Coway.

At the operations level with your designated Cody centre, you are hereby required to comply with operation procedures which includes but is not limited to the following: -

5. SUBMISSION

a) Payment:

- (i) You must submit payments received from clients to Coway within 3 working days together with proof of the issuance of a temporary receipt.
- (ii) You must submit the proof of payment to your designated Cody branch within Coway's normal office working hours.

b) Sales:

- (i) You must submit all relevant sales documents together with the temporary receipt which are not forged information or forged documentations.
- (ii) You must submit all documentation to your designated Cody branch within Coway's normal office working hours.

c) Filter:

- (i) Consignment – you are required to complete collection of your new consignment filters by 1st week of every month.
- (ii) Return – you are required to return all used filter on a weekly basis based on the schedule notified to you by Senior Cody Manager.

d) Termination of contract:

- (i) You must return all of Coway's assets such as Hi-Care, Temporary Receipt Book, Equipment and Uniform upon termination of contract to your designated Cody branch during Coway's normal office working hours.
- (ii) In the event of loss of the asset by you, you are liable to incur the charges for each item as per cost of each individual item valued.



6. TRAINING/BRIEFING:

- a) You are encouraged to attend weekly trainings conducted by Cody Managers as a means to upgrade or improve on your customer service skills to improve in attending to Coway client's query.
- b) Subjects or training topics may differ from time to time but will be within the modules of Moment of Truth Steps, Rental Collection Skills, Customer Complaint Handling Skills, Sales Skills and Motivation.
- c) You are encouraged to attend any designated Coway activity organized by General Cody Manager/Senior Cody Manager/Cody Manager.
- d) You are encouraged to consult to Cody Manager at your designated Cody branch on matters relating to your service process.
- e) You are required to accumulate a minimum of 100 training hours for you to be entitled to be considered for the renewal of your Agreement at the end of its tenure.

7. CLERICAL:

- a) You are required to assist customer on documentation matters required to resolve any issues encountered by customers. Such documents required may include but not limited to the following: -
 - (i) Customer Particular Edit Form
 - (ii) Rental Termination Form
 - (iii) Customer Feedback Form
 - (iv) RO to UF Form
- b) You are required to submit the said documents to your designated Cody branch during normal office working hours.

We require Coway Lady to achieve certain performance targets in the performance of your services under the agreement between parties. The target required to be complied by Coway Lady includes but is not limited to the following: -

8. SERVICE COMPLETION TARGET:

- a) 1st week Heart Service Completion Rate: 30%
- b) 2nd week Heart Service Completion Rate: 60%
- c) 3rd week Heart Service Completion Rate: 90%
- d) 4th week Heart Service Completion Rate: 100%

9. CUSTOMER COMPLAINT FOLLOW UP TARGET:

- a) Courtesy/Appointment call to Coway's client within 24 hours from receipt of complaints by Cody
- b) Appointment arrangements with Coway's client within 72 hours from receipt of complaints by Cody
- c) Resolve Coway's client issues within 5 working days from receipt of complaints by Cody



10. WARRANTY EXPIRY CUSTOMER TARGET:

- a) You should inform Coway's client on the expiry of their warranty: -
 - (i) 1 month before the expiry month if Coway's client has not signed up for a new service membership.
 - (ii) during the month of expiry if Coway's client has not signed up for a new service membership.
- b) You should inform Coway's client on the expiry of their filter: -
 - (i) 1 month before the expiry of the filter if Coway's client has not signed up for a new service membership.
 - (ii) during the month of expiry of filter if Coway's client has not signed up for a new service membership.

11. PERFORMANCE EVALUATION TARGET:

- a) You are encouraged to achieve your Performance Evaluation of above 90% on a monthly basis utilizing the Coway Lady Marketing Scheme as a guideline for target setting.

12. DATA:

- a) You are at all times not to disclose customer information to any third party directly or indirectly.
- b) You are not allowed to utilize customer information to proceed with matters not related to Coway.

You shall at all times during the term of your contract: -

- 1. Diligently and competently perform the Service in a timely fashion; and
- 2. Use your best endeavours to promote the interest of the Company.

The service description serves as your terms of performance in the performance of your services under your agreement and you are to fulfil the terms herein.