

coway

Dated this                      day of                      year

BETWEEN

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

AND

**HP NAME**  
**(IC NO)**

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## HEALTH PLANNER AGREEMENT

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THIS AGREEMENT is made on this                      day of                      year

BETWEEN

**Coway (M) Sdn Bhd**

(Company No. 735420-H) (AJL931694), 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. (herein referred in this Agreement as “**Coway**”)

AND

Name: .....

Address: .....

.....

NRIC / Passport No.: .....

Fixed Line Phone (House): ..... (Office): .....

Mobile Phone: ..... Email: .....

(herein referred in this Agreement as “**Health Planner**”)

Both Coway and the Health Planner are collectively referred to as the “Parties” and individually as “Party”)

**WHEREAS:**

1. The Health Planner wishes to sell or rent Coway’s products to third parties; and
2. Coway is a supplier of household and office appliances and related services and wishes to engage the Health Planner to sell or rent its products.

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**Coway (M) Sdn Bhd** (735420-H)(AJL931694)



## NOW IT IS AGREED AS FOLLOWS:

### 1. Definitions and Interpretations

- 1.1 In the interpretation of the Agreement, unless the context requires otherwise:
- (a) Words importing the singular shall also include the plural and vice versa where the context requires.
  - (b) Words importing the male shall also include the female and vice versa where the context requires.
  - (c) Headings to the clauses in this Agreement are for convenience of reference only, and do not form part of this Agreement and shall not in any way affect the interpretation of this Agreement;
  - (d) Any schedule referred to in this Agreement shall form an integral part of this Agreement.
  - (e) Any reference to a period of days or between dates shall be inclusive of the starting day or date and the ending day or date.
  - (f) A reference to a company shall mean a company as defined under the Companies Act 1965 or any amendment thereto.
  - (g) A reference to any legislation shall include a reference to any statutory modifications or re-enactment thereof.
  - (h) A reference to writing shall include typewriting, handwriting, lithography and other methods of producing words in visible form.
  - (i) Any sum set out in this Agreement or otherwise payable by any party hereto to any other party pursuant to this Agreement shall be deemed to be inclusive of any Goods and Services Tax or tax of similar nature ("GST") which is chargeable on the supply (or supplies) for which sum is (the whole or part of) the consideration for GST purposes.
- 1.2 In this Agreement the following terms shall, unless the context otherwise requires, have the meanings assigned to them below:

**"Agreement"** means this Agreement including all the cited schedules and any amendment and variation made in accordance with this Agreement.

**"Competitors"** means any person or organisation whose products or services are of the same or similar nature to that of Coway and are available for sale or rental.

**"Clause"** means the terms of the Agreement.

**"Health Planner"** means any person that enters into this Agreement for the purpose for selling or renting Coway's products to third parties and/or managing downliners for similar purpose.



**“Downliners”** means the entire group of Health Planners including all levels of Health Planners as the case may be, that are linked to the Health Planner concerned.

## **1. Purpose of Agreement and Validity Period**

- 1.1. This Agreement is signed between Coway and the Health Planner where:
- (a) Coway authorises the Health Planner to sell or rent out its Products to person or organisations in Malaysia;
  - (b) The Health Planner agrees to sell or rent out Coway's Products to persons or organisations in Malaysia in compliance with this Agreement and all relevant laws of Malaysia;
  - (c) The Health Planner will also service the client account when the Products are sold and assist in the resolution of customer's concerns.
- 1.2. This Agreement will be valid until earlier termination by Coway or the Health Planner. Notwithstanding, the Health Planner may terminate this Agreement within the cooling-off period of ten (10) working days from the date this Agreement was signed. For the avoidance of doubt, in the event that the Health Planner does not terminate this Agreement within the said cooling-off period, this Agreement will be deemed binding until otherwise terminated by either party for whatsoever reasons pursuant to this Agreement.
- 1.3. Coway's Agreement with the Health Planner is not exclusive and Coway reserves the right to enter into the same or similar Agreement with other people or organisations.

## **2. Representations and Warranties**

- 2.1. Each party hereby represents and warrants to the other that at the time of execution of this Agreement, has full power and authority to enter into this Agreement and to undertake its obligations under this Agreement.
- 2.2. The Health Planner warrants and represents that at the date of this Agreement and throughout the Term of this Agreement that:
- (a) The Health Planner is a Malaysian citizen or resident or foreigner permitted by Malaysian law to conduct business in Malaysia;
  - (b) The Health Planner is not a bankrupt or a discharged bankrupt;
  - (c) The Health Planner is older than 18 years of age;
  - (d) The Health Planner must be of good character.
- 2.3. The Health Planner also warrants, undertakes and agree that his/her spouse is not in the employment or in any contractual arrangements whatsoever with a Competitor of Coway during the tenure of this Agreement between the Health Planner and Coway.



2.4. Coway warrants and represents that at the date of this Agreement and throughout the Term of this Agreement that:

- (a) Coway is a company duly incorporated and validly existing under the laws of Malaysia.
- (b) Coway's products and services are of merchandisable quality and its products are safe to use.

### **3. Obligations of Coway**

3.1. Coway shall at all times during the term of this Agreement:

- (a) endeavour to make available products to the Health Planner for sale or rental;
- (b) provide adequate guidelines to Health Planners for purposes of providing the relevant information to the Health Planners for them to carry out their obligations under this Agreement;
- (c) make available sales and marketing materials to Health Planners for their sales efforts.

3.2. Coway shall have the sole right to accept or reject any sales or rental contract submitted by Health Planner for approval.

### **4. Obligations of Health Planner**

4.1. The Health Planner shall at all times during the term of this Agreement:

- (a) provide excellent services to all potential and existing customers;
- (b) endeavour to sell or rent Coway's products;
- (c) provide pre-sales and customer support and services where required;
- (d) inform Coway about its pre-sales and customer support and service activities;
- (e) provide Coway with relevant customer information;
- (f) be responsible for the recovery of payment from customers to be paid to Coway.

(collectively referred to as "**Services**")

4.2. The Health Planner shall also at all times assist Coway in the sales, rental and marketing of its products and services by providing among others, expertise, assistance and information.

4.3. Upon confirming a sales or rental, the Health Planner shall prepare all the necessary sales or rental contract and any other relevant documents and submit them to Coway for approval in a prompt manner.



- 4.4. The Health Planner shall not cheat or attempt to cheat or induce others to cheat Coway by submitting fake sales and/or forged/fake documents/information which shall result in losses for Coway. This Agreement will be terminated with immediate effect if it is found that the Health Planner had committed such an act.
- 4.5. The Health Planner agrees to have his commission deducted if it is found that there is any outstanding on the Health Planner's own personal purchase or any purchase under the Health Planner's own address or any known address of the Health Planner's.
- 4.6. If the Health Planner signs as guarantor on any purchase by his customers or as 3<sup>rd</sup> party payee, the Health Planner shall be responsible for any outstanding on the customer's accounts and Coway shall have the right to deduct such amount from the Health Planner's commission.

## **5. Standard of Services**

- 5.1. In addition to the terms of this Agreement, the Health Planner shall at all times deliver his/her Services at the level of standard which complies with the following:
  - (a) Schedule 1 – Coway Health Planner Rules and Regulations (including any amendments thereof);
  - (b) Schedule 2 – Coway Code of Conduct (including any amendments thereof);
  - (c) Direct Sales Act 1993 (including any amendments thereof).(collectively referred to as "**Standards of Services**")
- 5.2. For the avoidance of doubt, at all material times, the Coway Direct Selling Scheme shall be governed and construed in accordance with the provisions of any Act of Parliament, ordinance or enactment that is in force, including any subsequent rules or order subsequently issued which governs direct selling schemes. This will include the Direct Selling Association of Malaysia Code of Conduct.
- 5.3. Coway shall be entitled at any time from time to time amend, add, delete or substitute any of the clauses contained within the following:
  - (a) Coway Health Planner Rules and Regulations (Schedule 1);
  - (b) Coway Code of Conduct (Schedule 2).
  - (c) Coway Health Planner Compensation Plan;
  - (d) Coway Products and Service Price List;
- 5.4. For the avoidance of doubt, compliance with the Standard of Services will at all material times be construed as the standard of services to be delivered by the Health Planner and not be construed as otherwise.



- 5.5. The Health Planner understands the importance of the Standards of Services and the adherence thereto. Any violation of the Standards of Services may result in the termination of this Agreement, or as otherwise provided under Clause 10 on Termination below.
- 5.6. The Health Planner agrees to comply with all applicable laws, regulations, and governmental orders of Malaysia, now or hereafter in effect, relating to this Agreement with Coway, whereby the Health Planner confirms to have read and understood, prohibiting bribery and improper payments and requiring strict compliance with the Malaysia Anti-Corruption Commission Act 2009.
- 5.7. Without limitation to the foregoing, the Health Planner represents and warrants not to at any time during the tenure of this Agreement, 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 Coway's business.

## **6. Compensation**

- 6.1. In consideration of any sales or rental of Coway's products made by the Health Planner, the Health Planner shall be compensated in accordance to Coway Health Planner Compensation Plan and including any amendments thereof (Schedule 2).
- 6.2. Coway shall be entitled at any time and from time to time revise its Compensation Plan at its sole discretion.
- 6.3. Coway shall provide written notice of the revised Compensation Plan to the Health Planner at least thirty (30) days prior to it taking effect.
- 6.4. In the event the Health Planner is under investigation for any misconduct or irregular sales, payment under the Coway Health Planner Compensation Plan shall be withheld.
- 6.5. The Health Planner understands that sales are a requirement to earn commissions which shall be paid on the 20<sup>th</sup> of every month based on computed and received payments from Customers.
- 6.6. Notwithstanding anything contained herein and for the avoidance of doubt: -
- (a) The Health Planner shall only be entitled to compensation under the Coway Health Planner Compensation Plan or any incentives, commission or whatsoever remuneration, upon receipt of payment from the Customer.



- (b) The Health Planner shall not be entitled to any compensation under the Coway Health Planner Compensation or any commission or remuneration for payment made by the customer which is overdue by six (6) months.

## **7. Conduct of Business**

- 7.1. The Health Planner shall at all times present Coway and Coway's Products in its best possible light and in an honest and truthful manner.
- 7.2. The Health Planner shall at all times not harm and protect from harm the reputation and image of Coway and Coway's Products.
- 7.3. The Health Planner shall not undertake any activities that will harm the reputation and image of Coway and its Products or act in direct conflict of interest with Coway's business.
- 7.4. Health Planners shall not use sell or rent Coway's products by offering any discounts or promotions other than those approved by Coway, and upon discover, such Health Planner shall be liable to any action taken by Coway in accordance with Coway's Rules and Regulations, which includes immediate termination of this Agreement.
- 7.5. The Health Planner may not enter into any agreement or arrangement with a Competitor and/or any other person or organisation who claims to sell, rent, market or trade Coway's products.
- 7.6. The Health Planner also warrants and undertakes that during the tenure of this Agreement with Coway and for a period of **12 months** after the termination of this Agreement, he shall not directly or indirectly: -
  - (a) solicit or entice away from the Company any person who is or has been during your term of employment and one year thereafter a customer of the Company; and
  - (b) 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.
- 7.7. Upon execution of this Agreement, Coway shall provide the Health Planner with an Authorisation Letter and a Coway Health Planner Identification Card, which the Health Planner shall carry at all times when making sales or rental. If requested, the Health Planner shall present the Authorisation Letter and Coway Health Planner Identification Card to all potential customers or any third parties that have legal right to view the Authorisation Letter or Coway Health Planner Identification Card. For the avoidance of doubt, this Identification Card is not an employee card.





## **8. Independence of Health Planner**

- 8.1. Coway shall appoint the Health Planner as an independent contractor or freelance businessperson.
- 8.2. Nothing in this Agreement shall be construed that the appointed Health Planner is an employee or an agent of Coway.
- 8.3. Coway will not be responsible for payment of the following, among others, for the Health Planner:
  - (a) Income Tax;
  - (b) Payment of Employee's Provident Fund (EPF);
  - (c) Workers Compensation Insurance (SOCISO); and
  - (d) Any other insurance.
- 8.4. The payment of the Health Planner's income tax, EPF, SOCISO, insurance or any other statutory taxes or other expenses is the sole responsibility of the Health Planner.
- 8.5. The Health Planner is fully responsible for all expenses including, among others, travel, related costs, when fulfilling its obligations as a Health Planner of Coway.
- 8.6. Except for what is expressly stated in the Compensation Plan, the Health Planner may not make any other claims whatsoever against Coway.

## **9. Conditions for New Health Planner**

- 9.1. Prior to the acceptance of this Agreement by both parties; a new Health Planner warrants to undertake the following:
  - (a) Buy one set of Coway HP Starter Kit for RM 120 from Coway for the purpose of operating as a Coway Health Planner.
  - (b) Attend the new Health Planner orientation and to undergo a Qualification Test.
- 9.2. Purchase of a Coway HP Starter Kit as a pre-condition to be a Health Planner is not refundable or returnable upon termination of the Coway Health Planner Agreement or for any reasons whatsoever. This shall not include termination during the cooling-off period in which the Coway HP Starter Kit must be returned in its original condition. Otherwise, no refund shall be given.
- 9.3. A Coway Health Planner Code and Identification Card shall be issued to all new Health Planners who has fulfilled the above conditions.



## **10. Termination**

- 10.1. Either Coway or the Health Planner may terminate this Agreement at any time for whatever reason with a written notice of at least thirty (30) days.
- 10.2. Such notice shall be effective immediately upon receipt of such notice. Notice is deemed to be delivered and received as per clauses 18.1 and 18.2.
- 10.3. Upon proper written notice of termination given and until the final date of the said notice, the Health Planner shall continue to conduct himself/herself in a positive, professional and favourable manner towards the Customers.
- 10.4. Coway reserves the right to terminate with prior notice of twenty-four (24) hours, any Health Planners who have committed a serious breach of the Standards of Services or any breach thereof which includes without limitation to, for behaviour in a manner which may cause damage to the business reputation of Coway, or in violation of any local, state or federal laws or regulations, or for any violation of any provision in this Agreement hereof.
- 10.5. Upon receipt of the notice for the termination of this Agreement from the Health Planner, the Health Planner is not allowed to re-join Coway within the cooling-off period of six (6) months from the date of termination of this Agreement.
- 10.6. Health Planners who have been terminated due to a breach of any of the Standards of Services will not be permitted to re-join in the future.
- 10.7. On termination of this Agreement, the following shall take into effect:
  - (a) The Health Planner shall immediately cease all activities relating to Coway and its Product, including, but not limited to the distribution, marketing, sales and rental of Coway's Products;
  - (b) No new sales or new rental of Coway's Products made by the Health Planner shall be recognized by Coway after the date of termination of this Agreement.
  - (c) All compensation shall be withheld by Coway upon termination of this Agreement. Subject to Clause 7.5, the compensation shall be paid upon the Health Planner using reasonable efforts to collect payment due from Customers.
  - (d) The Health Planner shall return all properties of Coway to Coway in a prompt manner.

## **11. Confidential Information**

- 11.1. With respect to Coway's business plans, analyses of the market, forms, list of customers and all of the information in relation to distribution of products, the Health Planner acknowledges that all of such information: -
  - (a) Belongs to Coway only; and
  - (b) Are highly confidential information which are not publicly available.



- 11.2. For purposes of 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 the Coway or its associate companies, and trade secrets including, without limitation, commission schemes, 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, 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's policies and practices (hereinafter referred to as "**Confidential Information**").
- 11.3. The Health Planner agrees that at all material times: -
- (a) No Confidential Information of Coway should be disclosed to any third party at any material time, during the term of this Agreement or after the term of this Agreement, and shall treat such Confidential Information as secret and in strict confidence;
  - (b) He/she shall not directly or indirectly cause the Confidential Information to be reproduced, distributed, disclosed and/or imparted to any third party and in particular any future employer;
  - (c) To take all necessary actions and measures to maintain confidentiality of the Confidential Information;
  - (d) He/she 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 Coway;
  - (e) He/she will not use, implement or modify any such of the Confidential Information for any benefit to himself/herself and/or his/her future employers;
  - (f) In the event that the Health Planner has knowledge of such Confidential Information of Coway being distributed and/or divulged in the public domain or to any other persons, the Health Planner undertakes and agrees to immediately notify Coway and cooperate with Coway to ensure that such divulgence of Confidential Information is immediately contained and stopped; and
  - (g) He/she will undertake to indemnify Coway for any breach of confidence caused by the Health Planner including without limitation to, claims by third parties as well as any legal costs incurred as a consequence.
- 11.4. 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.

- 11.5. Any breach of the above undertaking will be deemed as a material breach to Coway and this Agreement will be immediately terminated in accordance to Clause 10 above. Coway will seek injunctive or other equitable relief and such remedies to prevent any breach or potential breaches of confidence by Health Planner, including seeking for damages for any such acts of breach of confidence by Health Planner.

## **12. Covenants and Breach of Covenants**

- 12.1. For the avoidance of doubt, where the Health Planner makes representations and warranties, and/or where there is a clear stipulation that such terms are the undertakings and obligations of the Health Planner, which are, without limitation to, Clauses 2, 4, 5, 7 and 11 above, are deemed to be covenants made between the Health Planner and Coway.
- 12.2. It will be deemed to be a breach of covenant in the event that: -
- (a) such representations and/or warranties made by the Health Planner is hereafter found to be incorrect in any material aspect; and/or
  - (b) there is a breach of any undertakings, obligations or stipulations by the Health Planner.
- 12.3. In such a breach, Coway shall have the right at its absolute discretion to act as it deems fit, including electing that this Agreement is voidable and/or to be terminated with immediate effect, without prejudice to Clause 10 above which will be applicable where necessary.
- 12.4. Notwithstanding and without prejudice to any other provisions in this Agreement, Coway shall have the right to commence any legal proceedings against the Health Planner for any breach of covenant by the Health Planner for damages, recovery of any losses and any relief as Coway deems fit.

## **13. Personal Data Protection Act 2010**

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

## **14. Entire Agreement**

- 14.1. This Agreement and any and all attachment and/or annexures to this Agreement supersedes all previous agreements, arrangements, undertakings, negotiations and writings between the parties relating to the subject matter thereof.
- 14.2. This Agreement and any and all attachment and/or annexures to this Agreement constitutes the sole and entire Agreement between Coway and the Health Planner and



no variation is effective unless made in writing and agreed by both parties.

- 14.3. The First, Second and Third Schedule annexed to this Agreement shall be taken, read and construed as an essential part of this Agreement.

**15. Time of the Essence**

- 15.1. Time wherever mentioned in this Agreement shall be of the essence

**16. Applicable Law**

- 16.1. This Agreement shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive jurisdiction of the Courts of Malaysia.

**17. Invalidity and Severability**

- 17.1. If any clause in this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such clause shall not effect the other provisions of this Agreement and all clauses not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to amicably and mutually attempt to substitute any invalid or unenforceable clause with valid or enforceable clause that achieves the original or similar objective.

**18. Notice and Correspondence**

- 18.1. 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.
- 18.2. Any notice required to be given shall be deemed to have been received: -
- (a) in the case of delivery by normal post – within five (5) working days;
  - (b) in the case of delivery of facsimile or electronic mail to the correct number or designated address respectively – upon sending.

**19. Limitation of Liability**

- 19.1. Unless otherwise mentioned in this Agreement, neither Party shall be liable for consequential, incidental or punitive loss, damage or expenses (including but not limited to business interruption, lost business, lost savings or lost earnings).

**20. Transfer, Give, Assign, Sub-Contract, Novate or Sell**

- 20.1. The Health Planner may not transfer, give, assign, sub-contract, novate or sell the



whole or any part of this Agreement to any person or organisation.

- 20.2. The Health Planner shall not enter into any Agreement on behalf of Coway or bind or attempt to bind Coway in any Agreement or otherwise.
- 20.3. Coway may transfer, give, assign, sub-contract, novate or sell the whole or any part of this Agreement to any person or organisation.
- 20.4. This contract shall be binding upon, and inure to the benefit of Coway and its successor, assigns, heirs, legal representatives, executors, and administrators.

## 21. Miscellaneous

- 21.1. This Agreement may be modified from time to time in accordance to the discretion of Coway as well as legal requirements and changes in the economic conditions. Coway agrees to give the Health Planner thirty (30) days' notice of such amendments and/or modifications of this Agreement.

Signed for and on behalf of

**Coway (M) Sdn. Bhd.**

(Company No. 735420-H) (AJL931694)

.....  
Name: Choi Ki Ryong

Designation: Managing Director

Signed by

**Health Planner**

I acknowledge that I have read and understood the terms and conditions of this Agreement and hereby agree to the terms in this Agreement.

.....  
Name:

NRIC No:

Date:

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

coway

## **Schedule 1**

### **Coway Health Planner Rules and Regulations**



## Schedule 1 – Coway Health Planner Rules and Regulations

### 1. DEFINITION AND INTERPRETATION

- 1.1 Coway (M) Sdn. Bhd. Shall be referred herein as Coway.
- 1.2 The following are the definitions and interpretations of some of the terms and expressions used in this Coway Health Planner Rules and Regulations:

TERMS	DEFINITION AND INTERPRETATION
Coway Health Planner	Means any person that enters into an agreement with Coway for the purpose of setting or renting Coway's products and services to third parties and/or managing downliners for similar purpose.
Health Planner	Refers to "Coway Health Planner". Used interchangeably with the term "Coway Health Planner".
Downliners / Downlines	Means the entire group of Health Planners including all levels of Health Planners as the case may be that are linked downwards from the Health Planner concerned.
Sponsor	Means the person or organisation that introduces or recruits another person or organisation to be a Coway Health Planner. In this circumstance, the introduced or recruited person or organisation is a downliner to the Sponsor. Alternatively it may mean the individual that is above the downliner.
Coway Health Planner Agreement	Means the Agreement that all Health Planners sign with Coway to be a Coway Health Planner.

- 1.3 Words importing the singular shall also include the plural and vice versa where the context requires.
- 1.4 Words importing the male shall also include the female and vice versa, where the context requires.
- 1.5 Headings to the clauses in this Coway Rules and Regulations are for convenience of reference only, and do not form part of this Coway Rules and Regulations and shall not in any way affect the interpretation of this Coway Rules and Regulations;
- 1.6 Any reference to a period of days or between dates shall be inclusive of the starting day or date and the ending day or date.
- 1.7 A reference to a company shall mean a company as defined under the Companies Act 1965 or any amendments thereto.
- 1.8 A reference to any legislation shall include a reference to any statutory modifications or re- enactment thereof.





## **2. OBJECTIVES**

2.1 The objectives of Coway Health Planner Rules and Regulations are as follows:

- (a) To provide Coway Health Planners with clear understanding of what is expected of them;
- (b) To provide Coway Health Planners with clear guidelines, rules and regulations in the conduct of business;
- (c) To inform Coway Health Planners of their rights and benefits;
- (d) To inform Coway Health Planners of their duties, responsibilities and obligations;
- (e) To establish the working relationships between Coway and Coway Health Planners.

2.2 This Coway Health Planner Rules and Regulations is to be read in conjunction with Coway Health Planner Agreement and is taken to form part of Coway's Health Planner Agreement.

## **3. OBLIGATIONS OF HEALTH PLANNERS**

3.1 Health Planners shall at all times:

- (a) Abide by the terms of Coway Health Planner Agreement, Coway Rules and Regulations, Coway Code of Conduct, Direct Selling Association of Malaysia Code of Conduct, and Direct Sales Act 1993 (including any amendments thereof);
- (b) Provide excellent services to all prospective and existing customers;
- (c) Endeavour to sell or rent Coway's products and services;
- (d) Provide pre-sales and customer support and services where required;
- (e) Inform Coway about their pre-sales and customer support and service activities;
- (f) Provide Coway with relevant customer information;
- (g) Assist Coway in the recovery of payments from their respective customers where required;

## **4. ELIGIBILITY TO BE A COWAY HEALTH PLANNER**

4.1 Coway's Distributorship is open to all individuals regardless of gender, race, religion and marital status, and satisfying all the following conditions:

- (a) A Malaysian citizen or resident;



- (b) Not a bankrupt or a discharged bankrupt. However, approval may be granted on a case to case basis;
- (c) At least 18 years of age and above;
- (d) Must be of good character.

4.2 At any point of time, an individual can only hold one (1) Distributorship with Coway.

4.3 Each Distributorship is specific to an individual only.

## **5. APPLICATION, RENEWAL AND REJOINING**

5.1 Any individual seeking to be a Coway Health Planner will have to submit an application using of the official Coway Health Planner Application Form, and to provide all requested information and documentation for assessment by Coway.

5.2 The potential Coway Health Planner will need to attend a Coway Health Planner training.

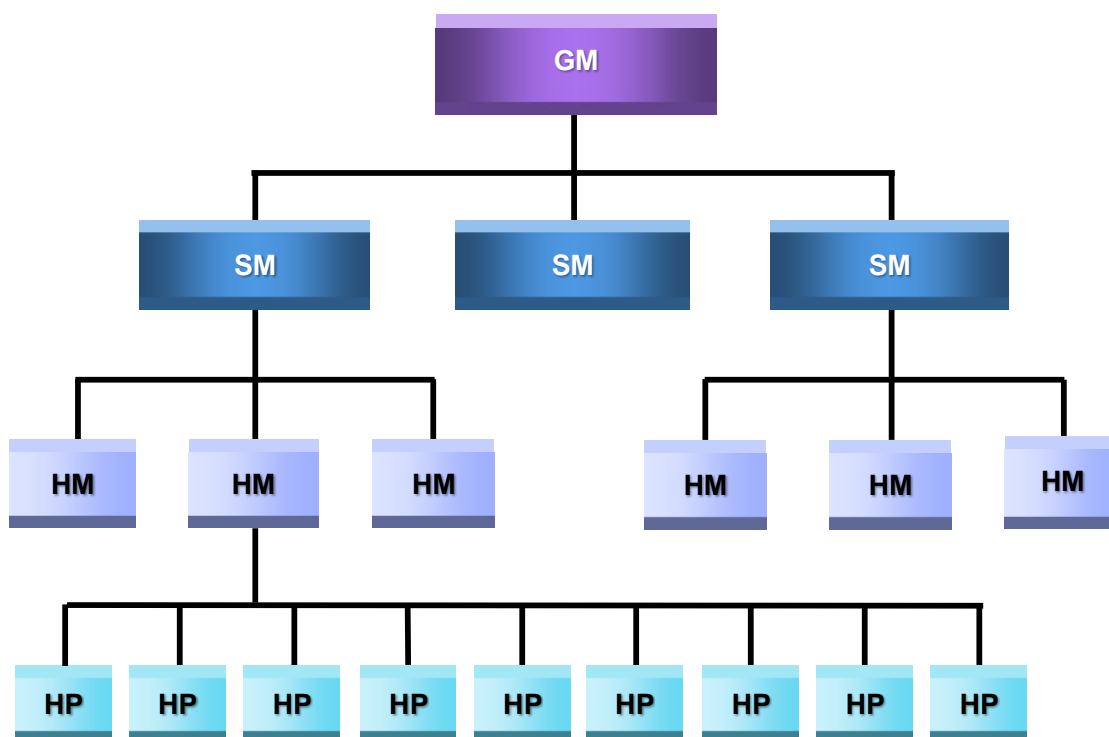
5.3 Upon successful registration, a Coway Health Planner Code and a Coway Health Planner Identification Card will be given to the Health Planner within fourteen (14) working days.

5.4 Coway reserves the sole right to accept or reject any application to be a Coway Health Planner. No appeal or consideration will be entertained once a decision has been made by Coway.

5.5 An individual that ceased to be a Coway Health Planner, for whatever reason, may seek to rejoin as a Coway Health Planner subject to the following conditions:

- (a) Coway Health Planners who were terminated due to a breach of the Code of Conduct or any other fundamental breaches will no longer be accepted to rejoin. For purposes of clarity, a breach of the Code of Conduct is a fundamental breach of the Health Planner Agreement.
- (b) Application to rejoin as a Coway Health Planner shall be not treated and considered as a new application to be a Coway Health Planner. Therefore, all benefits for new Coway Health Planner shall not apply.
- (c) Upon acceptance, the Coway Health Planner may choose the Sponsor subject to the agreement of Coway. Alternatively, Coway may appoint a Sponsor for the new Health Planner.

## 6. PROMOTION SYSTEM



*Coway Health Planner system is based on the above structure.*

- 6.1 A Coway Health Planner shall be considered for promotion to Coway Health Planner Manager only if the Coway Health Planner is able to fulfil one of the below criteria: -

### Criteria 1

- (a) Obtain a minimum of 4 net individual sales with 5 neo pro, or minimum 5 net sales with 5 (Neo & Part)
- (b) Attended the Pre-Health Manager Training.
- (c) Reviewed by Promotion Committee.

The recommended number of active Coway Health Planners under an individual Coway Health Planner Manager is **twenty (20)** Health Planners.

- 6.2 A Coway Health Planner Manager shall be considered for promotion to Coway Sales Manager who is entitled to Overriding Commission only if the Coway Health Planner Manager is able to fulfil one of the below criteria: -



#### **Criteria 1**

- (a) Above sixty (60) Group net sales per month for six (6) consecutive months.
- (b) Maintain at least three (3) active Coway Health Planner Managers per month, at least for one (1) month during the same period.
- (c) Attended the Pre-Sales Manager Training and has successfully passed the Qualification Test.
- (d) Reviewed by Promotion Committee.

#### **Criteria 2**

- (a) Accumulate a total of five hundred (500) net sales within six (6) months.
- (b) Maintain at least three (3) active Coway Health Planner Managers per month, at least for one (1) month during the same period.
- (c) Attended the Pre-Sales Manager Training and has successfully passed the Qualification Test.
- (d) Reviewed by Promotion Committee.

#### **Criteria 3**

- (a) Above three hundred (300) Direct Group Net Sales per month for three (3) months consecutively.
- (b) Maintain at least three (3) active Coway Health Planner Managers
- (c) Attended the Pre-Sales Manager Training and has successfully passed the Qualification Test.
- (d) Reviewed by Promotion Committee.

For the purposes of clarity, an active Coway Health Planner Manager is a person with at least 40 units of net sales per month.

- 6.3 A Coway Sales Manager shall be considered for promotion to Coway Sales General Manager only if the Coway Sales Manager is able to fulfil one of the below criteria: -

#### **Criteria 1**

- (a) Above two hundred fifty (250) Group net sales per month for six (6) consecutive months.
- (b) Maintain at least three (3) active Coway Sales Managers per month, at least for one (1) month during the same period.
- (c) Attended the Pre-General Manager Training and has successfully passed the Qualification Test.
- (d) Reviewed by Promotion Committee.
- (e) Approved by Managing Director.



### **Criteria 2**

- (a) Accumulate a total of two thousand net sales within six (6) months with a minimum maintenance of one hundred fifty net sales per month.
- (b) Maintain at least three (3) active Coway Sales Managers per month, at least for one (1) month during the same period.
- (c) Attended the Pre-General Manager Training and has successfully passed the Qualification Test.
- (d) Reviewed by Promotion Committee.
- (e) Approved by General Manager.

### **Criteria 3**

- (a) Above eight hundred (800) Direct Group Net Sales per month for three (3) consecutive months.
- (b) Maintain at least three (3) Coway Sales Managers
- (c) Attended the Qualification Training and has successfully passed the Qualification Test.
- (d) Reviewed by Promotion Committee.
- (e) Approved by General Manager.

For purposes of clarity, an active Sales Manager is a person with 150 units of net sales per month.

## **7. DEMOTION SYSTEM**

- 7.1 Those who fail to meet the respective criteria peculiar to their respective level shall be subjected to the Demotion system. Should a Coway Health Planner Manager be demoted to Coway Health Planner, then the demoted Coway Health Planner shall no longer be entitled to overriding commission. (Note: The Compensation plan must specify the overriding commission rate)
- 7.2 Under the Demotion System, unless there is reason to be different, the normal Demotion System shall be as follows: -
  - (a) General Manager to Sales Manager
  - (b) Sales Manager to Health Planner Manager
  - (c) Health Planner Manager to Health Planner



## **8. SPONSORSHIP**

- 8.1 All new Health Planners will be allocated a Sponsor each. Allocation of Sponsors are based on the following conditions:
- (a) The person that recruits or introduces new Health Planners shall be the Sponsor to the recruited or introduced new Health Planners.
  - (b) In the event a person becomes a new Health Planner without being recruited or introduced by another Health Planner, Coway shall have the sole right to allocate a Sponsor for the new Health Planner.
- 8.2 Any Health Planner can be a Sponsor as long as the Health Planner recruits or introduces individuals to be Coway Health Planners and they are accepted by Coway.
- 8.3 The recruited or introduced new Health Planners will be the downliner to the Sponsor.
- 8.4 Although there are no direct monetary rewards for recruiting or introducing new Health Planners, benefits from the performance of the downliner may also accrue to the Sponsor. In addition, some of the criteria for promotion to the next management level require recruitment of downliners and performance of downliners.

## **9. NON-TRANSFERABILITY OF BENEFITS AND DISTRIBUTORSHIP**

- 9.1 Sales and Rental contracts as well as their associated values, benefits, commission and bonus are not transferable and neither can they be combined with other Health Planners except under clause 10.3.
- 9.2 The Health Planner Agreement, in part or whole, may not be assigned, given, transferred, novated, sold or sub-contracted to any person or organisation.

## **10. TERMINATION OF HEALTH PLANNER AGREEMENT**

- 10.1 Either Coway or the Health Planner may terminate the Coway Health Planner Agreement at any time for whatever reason with a written notice.
- 10.2 Coway reserves the right to terminate with prior notice any Health Planners who have committed a Serious Breach or any breach of conduct which after due investigation and inquiry warrant an immediate termination of the agreement
- 10.3 The Health Planner, upon his death, his Health Planner Agreement is deemed to be immediately terminated. All benefits, commissions, bonuses and payments accrued prior to his death will accrue to his estate.



10.4 On termination of Coway Health Planner Agreement, the following shall take into effect:

- (a) The Health Planner shall immediately cease all activities relating to Coway and its products and services, including, but not limited to the distribution, marketing, sales and rental of Coway's products and services;
- (b) No new sales or new rental of Coway's Products and Services shall be recognized from the time of termination onwards;
- (c) No compensation shall be paid out upon the termination or expiry of this Agreement.
- (d) The Health Planner shall return all properties of Coway to Coway in a prompt manner.

## **11. CONDUCT OF BUSINESS**

11.1 When conducting business, Health Planners are required to be smartly and professionally dressed.

11.2 Coway may require Health Planners to wear uniforms and/or accessories like ties or name tags when conducting business. This is for purposes of a professional appearance and promoting the brand name of Coway and does not in any way indicate that the Health Planner is an agent of Coway.

11.3 All Health Planners will be issued with Coway Health Planner Identification Cards; which Health Planners shall carry at all times when making sales or rental.

11.4 If requested, Health Planners shall present the Coway Health Planner Identification Cards to all prospective customers or any third parties that have legal right to view the Coway Health Planner Identification Cards. All Health Planners shall produce their national registration identification card to prospective customers if requested.

11.5 At all times, Health Planners are required to provide truthful information and shall not mislead or provide false information in conducting their business.

11.6 Health Planners shall under no circumstances use force or intimidate prospective and existing customers to buy or rent Coway's products and services.

11.7 Health Planners shall not use sell or rent Coway's products and services by offering any discounts or promotions other than those approved by Coway. Those found doing so shall be liable for disciplinary action, which includes immediate termination. Refer to Coway's Rules and Regulations.



- 11.9 If the Health Planner has failed to renew his Health Planner agreement upon expiry, the Health Planner shall be deemed inactive and the Health Planner agreement will be deemed terminated upon expiry.
- 11.10 In compliance with Malaysia's Direct Sales Act 1993 (and any amendments thereof), except by prior appointment, no person shall call at any premises for the purpose of negotiating any door-to-door sales;
- (a) On Sunday, where a public holiday falls on a Sunday;
  - (b) On Friday, where a public holiday falls on a Friday;
  - (c) On any public holidays; and
  - (d) On any other day between the hours of midnight and 9am and between the hours of 7pm and midnight.
- 11.11 In compliance with the Malaysia's Direct Sales Act 1993 (and any amendments thereof), a contract in respect to a door-to-door sale for the supply of goods or services having a value of RM300.00 or more:
- (a) Shall be in writing;
  - (b) Shall contain immediately above the place provided for the signature of the purchaser the statement "THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF TEN WORKING DAYS" printed in upper case in type not smaller than 18 point Times; and
  - (c) Shall be signed by both the Coway Health Planner and the purchaser.
- 11.12 A customer who enters into a contract shall be given a duplicate copy immediately after the making of such contract.
- 11.13 Any Health Planner who calls at any premises for the purpose of negotiating door-to-door sales shall immediately indicate the purpose of his visit before entering the premises and shall leave the premises at the request of the occupier of the premises or any person acting with the actual or implied authority of the occupier.
- 11.14 Health Planners are independent contractors and must not claim to represent or have the authority to represent Coway in any matter or transaction.
- 11.15 The Health Planner warrants that he shall not be a distributor, reseller, agent, employee or in any way have dealings with any person or organisation that distributes, sells, rents, markets or trades products and services of the same or similar nature to those of Coway.





- 11.16 The Health Planner shall not sell or rent any of Coway's products and services at any price or terms other than that stipulated by Coway.
- 11.17 Health Planners are obligated to complete all necessary administrative work and documentation required by Coway for the recording, tracking, documenting and compilation of information of all sales and rental or other related activities undertaken by Health Planners.
- 11.18 Health Planners are not permitted to register any of their sales or rentals under other Health Planners' names.
- 11.19 Health Planners must ascertain to their best of ability the credit worthiness of prospective customers and must immediately make those assessments known to Coway where in their opinions the prospective customers represent high credit risks to Coway.
- 11.20 Where required, Health Planners are required to assist Coway to recover any outstanding payments from customers.
- 11.21 At all times, Health Planners are required to comply with the following and any amendments thereof:
- (a) Coway Rules and Regulations;
  - (b) Coway Code of Conduct
  - (c) Direct Selling Association Malaysia Code of Ethics
  - (d) Direct Sales Act 1993

## **12. BREACH OF CONDUCT**

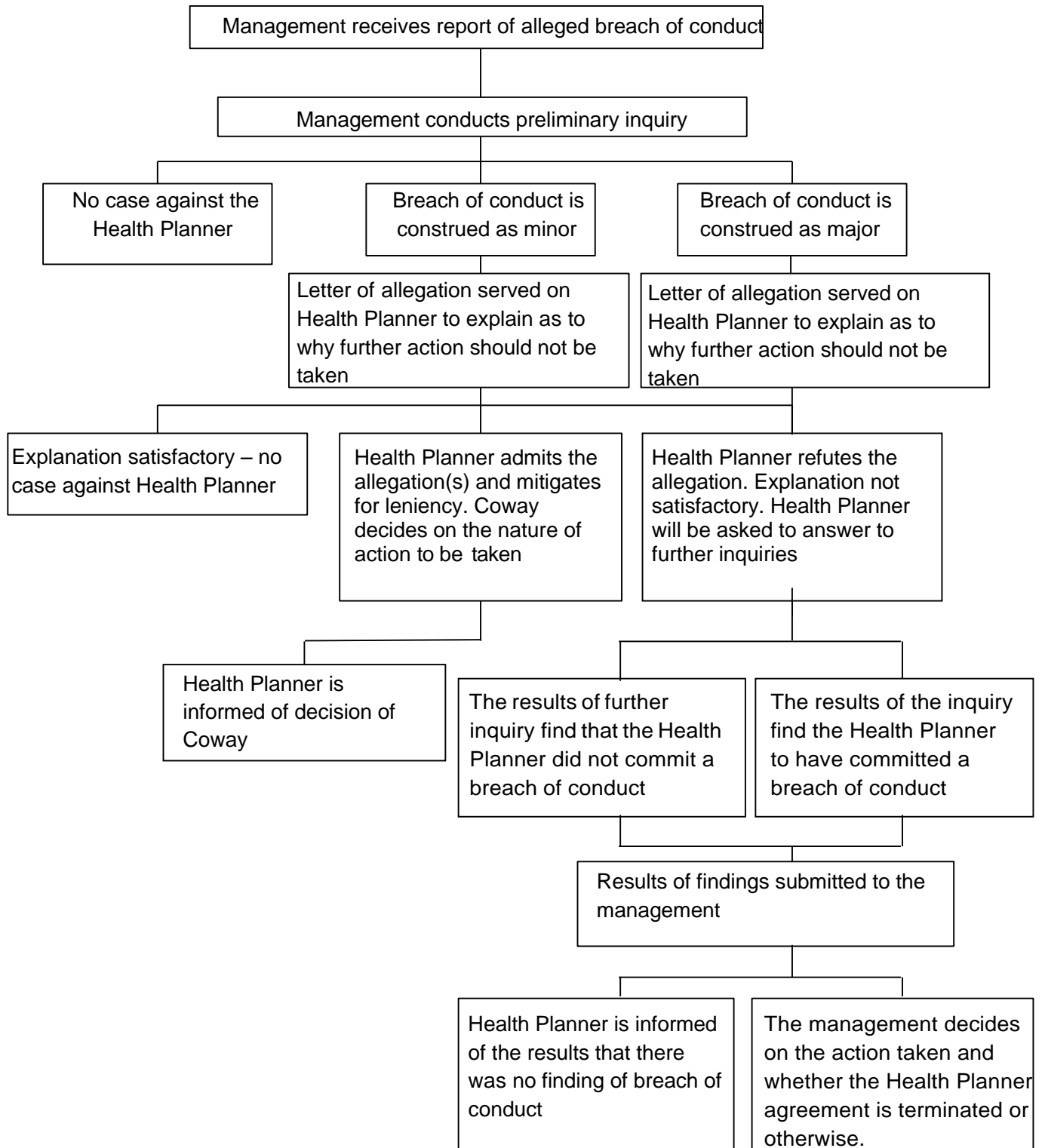
- 12.1 Coway Health Planners who are found to have committed any one of the offences detailed hereunder (but not limited to) shall be subjected to disciplinary action: -
- (a) Any action contrary and prejudicial to Coway's operating procedures
  - (b) Contravention of any Coway Health Planner regulations
  - (c) Inciting or aiding another Health Planner to commit any one of the offences listed under this category
  - (d) Exhibiting notices, handbills or circulating unauthorised papers and documents without Coway's permission
  - (e) Removing any of Coway's property and/or its products without authorisation
  - (f) Damaging Coway's property and/or its products with intention



- (g) Using Coway's property for own personal usage
- (h) Give unauthorised discounts to customers
- (i) Offer unauthorised payment methods, including waiving of registration fees
- (j) Key in previously cancelled orders as New Sales.
- (k) Requesting customers who wish to make Product Exchange cancel their current rental agreement and key in as New Order.
- (l) Offer bribe to customers to sign up as Rental Customers.
- (m) Collecting individual Sales Orders and key in a Lump Sum Sales.
- (n) Failure to submit any due amount collected from Customers.
- (o) Over-promising to Customers for the purpose of getting Sales which resulted in losses to Coway.
- (p) Dissatisfied Customers who cancelled orders due to the Health Planner's unprofessional behaviour or poor quality service which results in financial losses to Coway.
- (q) Own advertisements via media or printed materials with false information to gain sales.
- (r) Illegal transfer of Coway's products to customers by renting or purchasing the products under own name and later sell to another party.
- (s) Selling Coway's products to customers who are unable to afford the monthly rental fee and thus, causing financial losses to Coway.

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12.2 The management will take further action and will decide on the course of action to be taken based on the following illustration: -





### **13. CUSTOMER ORDERS**

- 13.1 All orders for the purchase or rental of Coway's products and services are to be made on Coway's Sales Order Forms.
- 13.2 All cancelled Sales Order Forms must be returned to Coway intact.
- 13.3 In the event the Health Planner has ceased to be a Health Planner, all unused Sales Order Forms must be returned to Coway. Health Planners must be answerable for any missing Sales Order Forms.

### **14. CUSTOMER PAYMENTS**

- 14.1 A temporary receipt must be issued to Customers when a payment is received.
- 14.2 Any payment received from Customers must be submitted to Sales Office or banked in to Coway's bank account and the bank-in slip is to be submitted to Sales Office. Bank-in slips must be submitted by hand or via fax to Sales Office on the day which the payment is deposited.
- 14.3 Failure to submit Customer's payment to Coway is a criminal offence and is ground for immediate termination.
- 14.4 All cancelled Temporary Receipts must be intact in the Temporary Receipt book.
- 14.5 When requesting for a new book of Temporary Receipts, the old Temporary Receipt book must be returned to Coway
- 14.6 In the event the Health Planner has ceased to be a Health Planner, the Temporary Receipt book must be returned to Coway.
- 14.7 Health Planner shall only be entitled to one (1) book of Temporary Receipt at any one time.

### **15. PRODUCT RENTAL**

- 15.1 In the event the Health Planner has entered into a Product Rental Agreement with the Company, the Health Planner is obliged to ensure prompt payment of the monthly rental.
- 15.2 If the Health Planner failed to pay the rental for two (2) months or more, the Company has the right to deduct the outstanding amount from the Sales Commission of the Health Planner. Should the outstanding amount exceed the Commission amount, then the whole Commission amount shall be deducted.



## **16. TRAINING AND SELF DEVELOPMENT**

- 16.1. All Health Planners are required to undergo training provided by Coway from time to time.
- 16.2. All Health Planners are expected to undertake their independent means of self-development and improvement to excel themselves to be more effective and efficient in the conduct of their business.

## **17. AMENDMENTS**

- 17.1. Coway is entitled to at its sole discretion from time to time make any amendment, addition or deletion to this Coway Rules and Regulations.
- 17.2. Coway shall keep at its head office the latest copy of Coway Rules and Regulations, which shall be incumbent on Health Planners to familiarise themselves with the latest Coway Rules and Regulations.
- 17.3. All Health Planners are deemed to have read and are familiar with the latest Coway Rules and Regulations at any point in time.

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## **Schedule 2**

### **Coway Code of Conduct for Health Planner**



## CODE OF CONDUCT

<p><b>1. MINOR BREACH</b></p> <p>If found committed any of the conducts below, you shall be subjected to counselling session and/or penalty. Further repeat could lead to (1<sup>st</sup>, 2<sup>nd</sup> &amp; 3<sup>rd</sup>) notice to rectify as a warning, or any warning letter issued to you where applicable before any further action taken by Coway in accordance to the terms of your agreement with Coway.</p> <ul style="list-style-type: none"><li>1.1. Failure to obey directions.</li><li>1.2. Inefficiency that might cause low productivity.</li><li>1.3. Any action contrary &amp; prejudicial to the Coway's operating procedures.</li><li>1.4. Contravention of any Coway regulations, policies, as enforced and notified to you in writing from time to time.</li><li>1.5. Ceasing work prior to fulfilment of the requisite contracted time.</li><li>1.6. Loitering &amp; Malingering.</li><li>1.7. Late attendance for duty, meeting and/or training.</li><li>1.8. Negligence that cause accident/injury to oneself or other person(s).</li><li>1.9. Absence without properly informing Coway.</li><li>1.10. Leaving place of service when obligated to be there.</li><li>1.11. Inciting or aiding another person in the Coway organisation to commit any one of the offences listed above.</li><li>1.12. Improper dress code during service hour and at any Coway event.</li></ul>	<p><b>3. GROSS BREACH</b></p> <p>If found committed any of the offences below, you may be subjected to penalty and/or termination of your agreement with Coway.</p> <ul style="list-style-type: none"><li>3.1. Wilful insubordination.</li><li>3.2. Consuming or possession of alcohol beverages and/or illegal drugs or narcotics in the Coway premises.</li><li>3.3. Stealing or attempting to remove any Coway's property.</li><li>3.4. Damaging the Coway's property and/or its products with intention.</li><li>3.5. Removing any Coway's property and/or its products without authorisation.</li><li>3.6. Inciting other contractors to act on Items 3.1 to 3.5 herein.</li><li>3.7. Interference or hindrance to the Coway's business or process.</li><li>3.8. Bringing about disrepute to the Coway and/or its management/staff's good image, including media publicity or other means.</li><li>3.9. Gross breach of a material obligation.</li><li>3.10. Forging medical certificates or other official documents to defraud Coway.</li><li>3.11. Any immoral or illegal acts within the Coway's premises.</li><li>3.12. Holding unauthorised meetings on the Coway's premises.</li><li>3.13. Where applicable, participating in an unlawful strike or picketing and/or refusal to carry out any obligations under your agreement with Coway while coercing others to join you in your refusal.</li><li>3.14. Where applicable, instigating industrial action among employees of the Company.</li><li>3.15. Passing on secret or confidential records or information of or concerning Coway to the Coway's competitors or any outside parties.</li><li>3.16. Bringing out &amp; selling goods belonging to the Coway without prior consent/authorisation.</li><li>3.17. Violence, abuse, assault, or threatening to harm or injure other employees within the Coway or outside the Coway premises.</li><li>3.18. Sexual harassment or any attempt to do so.</li><li>3.19. Deliberate misrepresentation of facts to obtain employment/contract/promotion or other material or non-material advantage in the Coway.</li><li>3.20. Conviction &amp; imprisonment for any criminal offence by a Court of Law.</li><li>3.21. Failed to reveal any serious infections or contagious disease (e.g. Hepatitis, Aids and Tuberculosis) which may bring harm or danger to other employee.</li><li>3.22. Fail to submit payment from customer to the Coway within 3 working days from the date of receipt of payment.</li><li>3.24. Signing on behalf of customer without customer consensus or forging customer signature on job sheet or invoice or purchase order.</li></ul>
<p><b>2. MAJOR BREACH</b></p> <p>If found committed any of the conducts below, you shall be issued a written warning and/or subjected to further action by Coway in accordance to the terms of your agreement with Coway, including termination of your contract with Coway.</p> <ul style="list-style-type: none"><li>2.1. Gross inefficiency.</li><li>2.2. Wilful refusal to carry out obligations and/or instructions where applicable.</li><li>2.3. Sleeping whilst on duty, meeting and/or training.</li><li>2.4. Engaging in any form of gambling or card-playing whether for money or not whilst carrying out obligations for Coway.</li><li>2.5. Unauthorised collection of sales proceeds or rentals in the Coway premises or engaging own business.</li><li>2.6. Exhibition notices, handbills or circulating unauthorised papers and documents which are not issued by Coway.</li><li>2.7. Persistent contravention of Coway's rules &amp; regulations.</li><li>2.8. Misbehaviour resulting in a breach of the Coway rules &amp; regulations.</li><li>2.9. Where applicable to you, defacing or failing to clock in/out the timecards.</li><li>2.10. Engaging in any form of business within the Coway premises and during hours of services.</li><li>2.11. Pasting, altering or removing any items on the notice boards without authority.</li><li>2.12. Spreading rumours &amp; making false, malicious statement about any employee, the Coway or its products.</li><li>2.13. Deliberately slowing down work or inciting others to do so.</li><li>2.14. Absence for Coway level meeting or any notices requiring attendances at the premises as notified without any valid reasons in breach of your agreement.</li></ul>	



<p>2.15. Wilfully mislead or misrepresent to customers on Coway's sale policies, service regulations terms and conditions.</p> <p>2.16. Accompanied by unauthorised persons to conduct sales and services.</p> <p>2.17. Fail to comply with Coway instructions or procedure when issuing temporary receipt (TR).</p> <p>2.18. Proxy sales</p> <p>2.19. Pay on behalf of customer without authorization from Coway.</p>	<p>3.24. Production of fake documents or falsifying documents to mislead the Coway.</p> <p>3.25. Wilfully or negligently misrepresent or falsifying information contained in Coway's documents.</p> <p>3.26. Sale of consumable items without notifying Coway.</p> <p>3.27. Fail to comply with Coway's directions or procedure when handling customer's payments.</p> <p>3.28. Accepting Sales from terminated Health Planner / Cody.</p> <p>3.29. Attempting and/or soliciting any persons within the Coway organisation from their obligations to Coway to join another competitor of Coway.</p> <p>3.30. Solicit or hold meeting or whatsoever with any competitors of the Company</p> <p>3.31. Sharing competitors' business plan or whatsoever to the organisation</p> <p>3.32. Posting or sharing any competitors' information of the Company throughout social media or whatsoever.</p> <p>3.33. Selling and/or promoting Company's competitors and products.</p>
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### **Schedule 3**

### **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 15<sup>th</sup> 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 authorised 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 authorised to do so.
- (ii) You will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information unless authorised 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 unauthorised 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 authorised 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 authorised to access, and will not demonstrate the operation or function of systems or devices to unauthorised 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 authorised 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 authorised 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 authorisation 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 authorised 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 unauthorised 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.
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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 \*\****