

Dated this      day of      year

BETWEEN

**Coway (Malaysia) Sdn. Bhd.**  
(735420-H) (AJL931694)

AND

**CODY CODE – CODY NAME**  
**NRIC NO.**

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## **CODY / ST SERVICES AGREEMENT**

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## **CODY/ST SERVICES AGREEMENT**

This Cody/ST Services Agreement (hereinafter "**Agreement**") is made as of **latest contract date (dd/mm/yyyy)** between **Coway (Malaysia) 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 **CODY NAME**, (NRIC No.: **IC No.**) of **Cody house 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 endeavor 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 centers 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's uniform and tools, 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 adverse 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 consents 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.
- 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 (Malaysia) Sdn. Bhd.



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**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 Name**

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**NAME: CODY FULL NAME**

**NRIC NO. : NRIC No.**

**DATE: Current Date**

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

## **SCHEDULE 1**

### Further Particulars of this Agreement

<b>Commencement of Agreement:</b>	Refer contract start date outlined in Page 2
<b>Service Description:</b>	Attached as <b>Attachment 3</b> is a full description of Cody/ST service scope
<b>Pre-requisite entry training:</b>	<b>Period:</b> 1 month This Agreement will not take effect for unsuccessful pre-requisite entry training.
<b>System Access Fee</b>	A System Access fee of RM 200 will be deducted from your commission in the first month of work as Cody/ST.
<b>Equipment and Uniform</b>	The fee for use of Coway's Equipment and Uniform to perform the services described in Attachment 3 is included in the System Access Fee. You shall return the Equipment and Uniform upon termination or expiration of this Agreement (whichever earlier).
<b>Happy Family Fund</b>	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.
<b>Healthy Family Fund</b>	1) 1st 1 Years Cody - RM 50 on monthly basis 2) 1 Years above Cody - RM100 on monthly basis
<b>Commission Scheme:</b>	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.
<b>Contact Centre:</b>	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.

## **Attachment 1**

### **Business Conduct**



## CODE OF BUSINESS CONDUCT (FOR ORGANISATION MEMBERS)

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

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

### 1. APPLICATION

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

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

### 2. DEFINITIONS

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

<b>Company's Assets</b>	refers to assets belonging to the Company including but not limited to: (a) <u>Physical Assets</u> : <ul style="list-style-type: none"><li>the things you use to provide your services including the Company's facilities, furniture, office supplies, computers, tools and equipment;</li><li>all the Company's Products' stocks including parts thereto such as filters and spare parts;</li><li>marketing/promotional merchandises bearing Coway's name, logo, names or images of Coway's spokespersons, influencers or ambassadors such as diaries, table calendars, pens, mugs, t-shirts, umbrellas, etc;</li></ul> (b) <u>Technology Assets</u> : <ul style="list-style-type: none"><li>IT assets, such as hardware, email, applications, databases, systems, software and internet access;</li></ul> (c) <u>Financial Assets</u> : <ul style="list-style-type: none"><li>funds, rental and sales proceeds, cash or other monetary assets and the Company's credit standing;</li></ul> (d) <u>Information Assets</u> : <ul style="list-style-type: none"><li>the information that the Company gathers or creates such as the Company's confidential information (e.g. trade secrets and business strategic plans) and intellectual property.</li></ul>
<b>Company's Products</b>	refers to water purifiers, air purifiers, mattresses, outdoor water filters ('POEs'), bidets, water softeners, massage chairs, air conditioners, food supplements and includes any other products marketed under the brand name 'Coway'.

<b>Company's Services</b>	refers to scheduled maintenance or care services, after sales services and includes any other services in respect of the Company's Products, marketed under the brand name 'Coway'.
<b>Company's Products and/or Services</b>	refers to the Company's Products and/or the Company's Services.
<b>Competitors</b>	refers to business entities who offer or can offer the same or similar products and/or services as the Company's Products and/or Services to Customers.
<b>Compliance Points</b>	refers to a demerit points system utilised by the Company's Compliance Department whereby Organisation Members who commit violations of this Code or other offences are given demerit points. Managers (hereinafter defined) will also accumulate Compliance Points for violations committed by their downlines. Compliance Points are one of the criteria considered when determining Organisation Members' eligibility for additional rewards/incentives, such as events/trips organised by the Company.
<b>Contact Centre</b>	refers to the place where you provide your services such as the Company's or the Customers' premises and extends to: (a) service-related social functions; (b) service-related conferences or programs/briefings; (c) service-related travels.
<b>Customer(s)</b>	refers to Coway's existing and/or prospective/potential customers.
<b>Employees</b>	refers to Coway's employees (whether on a permanent, fixed-term or temporary basis), regardless of position, including the Middle Management and Higher Management.  For the avoidance of doubt, it does not include independent contractors engaged within the Organisations.
<b>External Stakeholders</b>	refers to Customers and/or vendors/service providers.
<b>Higher Management</b>	refers to Coway's Chief Executive Officer ('CEO'), Managing Director ('MD'), Chief Financial Officer ('CFO'), Chief Human Resources Officer ('CHRO') and Head of Division ('HOD').
<b>Internal Stakeholders</b>	refers to Employees and/or Organisation Members.
<b>Manager(s)</b>	refers to managers (i.e. Health Managers/Cody Managers/Homecare Technician Managers) and/or senior managers (i.e. Senior Sales Managers/Senior Cody Managers/Senior Homecare Managers) and/or general managers (i.e. Sales General Managers, General Cody Managers), as the case may be, of the Organisations.
<b>Middle Management</b>	refers to Group Manager of Department ('GMOD') and Manager of Department ('MOD').
<b>Organisations</b>	refers to Coway's HP, Cody and Homecare organisations and includes any other future organisation(s) that the Company may form from time to time to cater to the business needs of the Company.
<b>Organisation Members</b>	refers to Health Planners ('HPs'), Coway Ladies ('Codys'), Service Technicians ('STs'), Homecare Technicians ('HTs'), and Managers.

<b>Personal Data</b>	refers to any information or data that can identify an individual, e.g. name, age, identity card number, telephone number, email address, IP address, home address, photograph, financial records, credit report and employment or engagement records.
<b>Sales Order/ Application Form</b>	refers to forms created internally (printed or downloadable online) confirming the sale/rental of the Company's Products and/or Services as purchased by Customers, and containing the terms and conditions applicable thereto.
<b>Three Months Cooling-off Period Policy</b>	refers to the Company's policy in which Customer(s) who terminate their respective rental contract with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form), as the case may be, are prohibited for a three months' period, from entering into another contract on rental terms with the Company.

### 3. **REQUIREMENTS**

#### (a) **Compliance with Laws**

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

#### (b) **Conflict of Interest**

- (i) Business Associates shall not engage directly or indirectly in any personal or business activity that conflicts with the interest of Coway.
- (ii) The following actions are strictly prohibited to ensure impartiality and prevent any potential conflicts. These actions are deemed as breaches of this Code and are categorised based on their severity:

<b>Severity</b>	<b>Conduct</b>
<b>Gross Breach</b>	<ul style="list-style-type: none"> <li>(1) Engaging in any activities that compromise, or may compromise any Internal Stakeholder's judgement or ability to act in the best interest of the Company.</li> <li>(2) Failing to disclose any actual or potential conflict of interest to the Company immediately upon discovery of the same.</li> <li>(3) Deliberately withholding or concealing significant information from your respective Organisation or the Company for personal gain or interest.</li> <li>(4) Soliciting and/or attempting to solicit any Organisation Members or Employees to join a Competitor.</li> <li>(5) Soliciting or holding meetings/discussions with any Competitors.</li> <li>(6) Sharing with Competitors any proprietary or confidential information of the Company including but not limited to the</li> </ul>

	Company's business strategic plans, budget plans, trade secrets or any other information that may be of use to such Competitors or harmful to the Company, if disclosed.
(7)	Posting or sharing any information about Competitors on any platforms.
(8)	Selling and/or promoting the Competitors' products or services.
(9)	Contacting Customers to sell or promote your own or other third party's products and/or services.
(10)	Directly or indirectly engaging in any activities that may directly or indirectly bring profit or, commercial or business advantages to Competitors.
(11)	Entering into any formal or informal agreements (including oral agreements) with Competitors that could restrain competition.
(12)	Engaging in any bid or tender rigging activities.

(c) Ethics & Integrity

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

<b>Severity</b>	<b>Conduct</b>
<b>Minor Breach</b>	<ul style="list-style-type: none"> <li>(1) Ceasing provision of your services prior to the requisite contracted period.</li> <li>(2) Being late for services, meetings, programs/briefings and/or any events/activities organised by the Company or your respective Organisation without valid reason(s).</li> <li>(3) Leaving the Contact Centre when obligated to be there without prior notice or valid reason given to your Managers (where applicable)/the Company.</li> <li>(4) Being rude/disrespectful and/or displaying a bad attitude (verbally, in writing or through conduct) towards Internal Stakeholders or External Stakeholders.</li> </ul>
<b>Major Breach</b>	<ul style="list-style-type: none"> <li>(1) Being absent from meetings, programs/briefings and/or any events/activities organised by the Company or your respective Organisation requiring your attendance without prior notice or valid reason given to your Managers (where applicable)/the Company.</li> <li>(2) Wilfully refusing to carry out your obligations and/or instructions of the Company or inciting others to do so.</li> <li>(3) Being grossly inefficient or habitually neglecting your services which may cause financial and/or reputational damage to the Company.</li> <li>(4) Deliberately slowing down services or inciting others to do so.</li> <li>(5) Pasting, altering or removing any items on notice boards in the Company's premises (including the Contact Centre) without authority.</li> <li>(6) Exhibiting notices, memos, handbills or circulating papers, documents or marketing materials not issued/approved by the Company, on/in any platforms.</li> <li>(7) Signing documents/agreements on behalf of the Company without the Company's authorisation.</li> </ul>

<b>Gross Breach</b>	<ul style="list-style-type: none"> <li>(1) Representing yourself as an Employee instead of as an independent contractor to anyone including but not limited to the Customers, statutory bodies etc.</li> <li>(2) Persistently refusing to carry out instructions of the Company which may cause financial and/or reputational damage to the Company.</li> <li>(3) Grossly breaching a material obligation as stated in your Contract and/or any other obligations as notified by the Company from time to time.</li> <li>(4) Holding unauthorised activities at the Company's premises and/or the Contact Centre.</li> <li>(5) Sabotaging the Company's business by taking business opportunities for your own profit, or interfering with the Company's business deals or relationships with Customers.</li> <li>(6) Bringing the good image and reputation of the Company, Internal Stakeholders or External Stakeholders into disrepute.</li> <li>(7) Making false accusations, fabricated allegations or otherwise complaints against any Internal Stakeholders or External Stakeholders in bad faith.</li> <li>(8) Promoting or selling any products or services other than the Company's Products and/or Services to Internal Stakeholders or External Stakeholders in breach of your engagement.</li> </ul>
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(d) Dealings with Customers

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

<b>Severity</b>	<b>Conduct</b>
<b>Minor Breach</b>	<ul style="list-style-type: none"> <li>(1) Contacting Customers to promote the Company's Products and/or Services at unreasonable hours and refusing to back off even when requested by them.</li> <li>(2) Spamming Customers' emails by sending promotional materials even after clear indication that they do not wish to receive any updates.</li> <li>(3) Failing to properly explain and/or demonstrate the Company's Products and/or Services offered or the conditions of sale/rental pertaining thereto to Customers.</li> </ul>
<b>Major Breach</b>	<ul style="list-style-type: none"> <li>(1) Collecting sales or rental proceeds in respect of the Company's Products and/or Services from Customers without the Company's authorisation.</li> <li>(2) Failing to comply with the Company's instructions or procedures when issuing temporary receipts (TR) to Customers.</li> <li>(3) Inducing Customers to purchase the Company's Products and/or Services based on a representation that the Customer may purchase at a reduced price by referring prospective Customers to you, or participating in any other form of referral selling.</li> <li>(4) Persuading/inciting Customers to terminate their existing rental</li> </ul>



	<p>contracts with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form) as the case may be, and enter into new contracts with a view to gain sales and/or commission.</p> <p>(5) Persuading/inciting Customers to commit acts in contravention of the Company's sales policies or regulations (such as the Three Months Cooling-off Period Policy) with a view to gain sales and/or commission.</p> <p>(6) Failing to comply with fundamental requirements and or/guidelines prescribed by the relevant authorities and/or the Company in setting up and/or running a roadshow.</p> <p>(7) Pestering Customers constantly/excessively for payments (in contravention of the guidelines set by the Company or as prescribed by the Laws).</p> <p>(8) Using/circulating promotional materials or advertisements with content that is misleading, false, inaccurate and/or not aligned with Company-issued materials.</p> <p>(9) Offering free gifts not authorised/approved by the Company to Customers.</p> <p>(10) Wilfully misleading or misrepresenting to Customers on the Company's sales/service policies or service regulations, terms and conditions.</p> <p>(11) Failing to truthfully identify yourself as a Business Associate, the Company or the Company's Products and/or Services to Customers.</p> <p>(12) Using false/obsolete testimonials or endorsements in respect of the Company's Products and/or Services to deliberately mislead Customers.</p> <p>(13) Making inaccurate verbal or written promises or warranties concerning the Company's Products and/or Services to Customers.</p> <p>(14) Filling in inaccurate or false information (including information that does not belong to the particular Customer) in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers.</p> <p>(15) Filling in the Sales Order/Application Forms (physical, on applications or online platforms) on behalf of Customers without their prior written consent.</p>
<b>Gross Breach</b>	<p>(1) Selling the Company's Products and/or Services by way of fraudulent means (e.g. misrepresenting to Customers that the Company's Products and/or Services are sold at a discounted rate, by way of sponsorship or on a promotion that has not been authorised/approved by the Company).</p> <p>(2) Allowing unauthorised persons to conduct sales or provide services on your behalf.</p> <p>(3) Making payments, whether in respect of rental/outright sales, on behalf of Customers.</p> <p>(4) Failing to submit payments received from Customers to the Company within three (3) business days (or any other period required by the Company) from the date of receipt of such payments.</p> <p>(5) Failing to comply with the Company's directions or procedures when handling Customers' payments.</p> <p>(6) Accepting sales from any former Organisation Members.</p> <p>(7) Conducting sales or advertising for sales in respect of the Company's Products and/or Services on any third party online shopping platforms.</p> <p>(8) Committing scams or fraud on Customers.</p> <p>(9) Using misleading, deceptive or unfair sales practices which may cause financial and/or reputational damage to the Company.</p>

	<p>(10) Offering, giving, soliciting or accepting any payments, gifts, bribes, secret commissions, favours or other business courtesies that constitute or could reasonably be perceived as constituting, unfair business inducements or that would violate the Laws or the Company's policies.</p> <p>(11) Engaging in proxy sales.</p> <p>(12) Failing to furnish Customers with a copy of the Sales Order/Application Form prior to or at the time of sale.</p> <p>(13) Failing to furnish Customers with a receipt or a copy of the duly signed (by the respective Customer) Sales Order/Application Form immediately after the sale is concluded.</p> <p>(14) Signing Sales Order/Application Forms or any other forms, notices or documents (physical, on apps or other online platforms) on behalf of External Stakeholders.</p>
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(e) Safe Business Environment

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

(v.1) Unsafe Business Conduct/Business Environment

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

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

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

(v.3) Misuse of the Company's Assets

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

(f) Confidentiality and Data Privacy

- (i) Business Associates must respect Coway's intellectual property, trade secrets and other confidential, proprietary, personal or sensitive information, in which, highest standards of confidentiality and data protection must be practiced in all their business operations and dealings and/or interactions with Coway and/or the Customers.
- (ii) This involves safeguarding any confidential, personal and sensitive information received from Coway or the Customers and ensuring that such information is not disclosed to unauthorised parties. Business Associates must comply with all relevant data protection/privacy Laws and regulations, implement appropriate security measures to protect such information, and promptly report any data breaches or security incidents to Coway.
- (iii) By prioritising confidentiality and data privacy, Business Associates help maintain trust and integrity in Coway's business relationships, reflecting Coway's commitment to privacy and security.

- (iv) In ensuring the above, the following actions are strictly prohibited. These actions are deemed breaches of this Code and are categorised based on their severity:

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

(g) Incitement of Breaches & Company's Instructions

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

Severity	Conduct
<b>Minor Breach</b>	<ol style="list-style-type: none"> <li>(1) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Minor Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.</li> </ol>
<b>Major Breach</b>	<ol style="list-style-type: none"> <li>(1) Contravening the Company's rules and regulations, policies or operating procedures.</li> <li>(2) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Major Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.</li> </ol>
<b>Gross Breach</b>	<ol style="list-style-type: none"> <li>(1) Persistently contravening the Company's rules and regulations, policies or operating procedures.</li> <li>(2) Contravening the Company's rules and regulations, policies or operating procedures which may cause financial and/or reputational damage to the Company.</li> <li>(3) Contravening any Laws (including the Direct Selling Association of Malaysia Code of Conduct, anti-bribery and corruption laws, the Personal Data Protection Act 2010, etc.).</li> <li>(4) *Inciting or aiding another Organisation Member or an Employee to commit any one of the "Gross Breaches" or other uncategorised breaches with similar severity listed in Paragraph 3 herein.</li> </ol>

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

#### 4. **CONSEQUENCES**

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

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

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

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

#### 5. **MANAGERS' RESPONSIBILITIES TOWARDS DOWNLINES**

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

#### 6. **REPORTING & ENQUIRIES**

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

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

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

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

### **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.

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I, **CODY FULL NAME** (NRIC No.: **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.

**CODY NAME**

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**Signature Name:** **CODY FULL NAME**

**NRIC NO. :** **NRIC NO.**

**Date :** **Current Date**

## **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 Designated attires, Cody Tools Bag, Hi-Care, Temporary Receipt Book and Filters upon termination of contract to your designated Cody branch during Coway's normal office working hours
- (ii) In the event of lost 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 endeavors 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.

## **Attachment 4**

### **Acknowledgement on Basic Commission Payout**

**Acknowledgement on Basic Commission Payout for “5+0” and “7+0” Obligation Promotion (Home Appliance & Homecare)**

I acknowledge and agree with the commission payout scheme for the promotion applicable to the rental sales order based on the official memo issued by the company. The promotions, namely, WOW 5 / WOW 7 / COMBO / V-CHANGE / TRADEX-5 or any other promotions (Home Appliance & Homecare) which follows this commission payout scheme.

Payment Date : 20th of each month  
1st Month : 40% of the basic commission  
2nd to 24th Month : 60% of basic commission divided equally for 23 months

Rental		2 Years Advanced
First Month	2nd Month - 24th Months	First Month
Total PV x 15% x 40%	[Total PV x 15% x 60%] /23	Total PV x 15%

I further agree:-

- I. The above payout shall only be applicable for the above-mentioned promotion only;
- II. The full amount of the basic commission for the above said promotion (to be paid on first month) is only applicable for accounts with a **FULL ADVANCE PAYMENT** for 2 years (24 months) has been made by customer;
- III. Any rental sales order under promotion with the above Basic Commission Payout scheme will be rejected if this letter is not acknowledge and agreed upon;
- IV. This acknowledgement is applicable for all new sales order from 1st March 2021 onwards;
- V. The above basic commission payout scheme is supplemental to the existing basic commission scheme stated in Marketing Scheme.

Thank you