



Dated this day of year

BETWEEN

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

AND

HP NAME
(IC NO)

HEALTH PLANNER AGREEMENT

THIS AGREEMENT is made on this day of year

BETWEEN

Coway (Malaysia) 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.

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 3rd 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 20th 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 (Malaysia) 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 ***

Schedule 1

Coway Health Planner Rules and Regulations

Schedule 1 – Coway Health Planner Rules and Regulations

1. DEFINITION AND INTERPRETATION

- 1.1 Coway (Malaysia) 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:

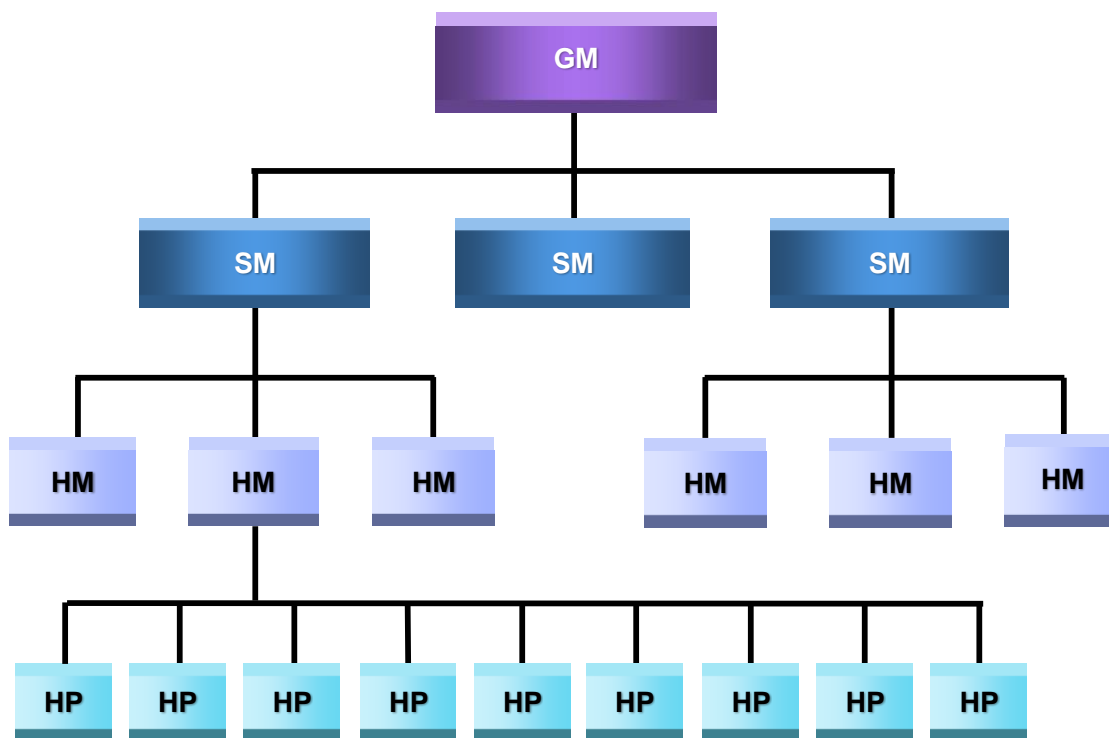
- (a) A Malaysian citizen or resident;

- (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 6 neo pro with minimum 5 net sales from each Neo Pro and achievement of more than or equal to 40 unit net sales in a month.
[6 Neo Pro x 5 units + 10units >= 40 units]
- (b) Attended Health Manager Orientation.
- (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

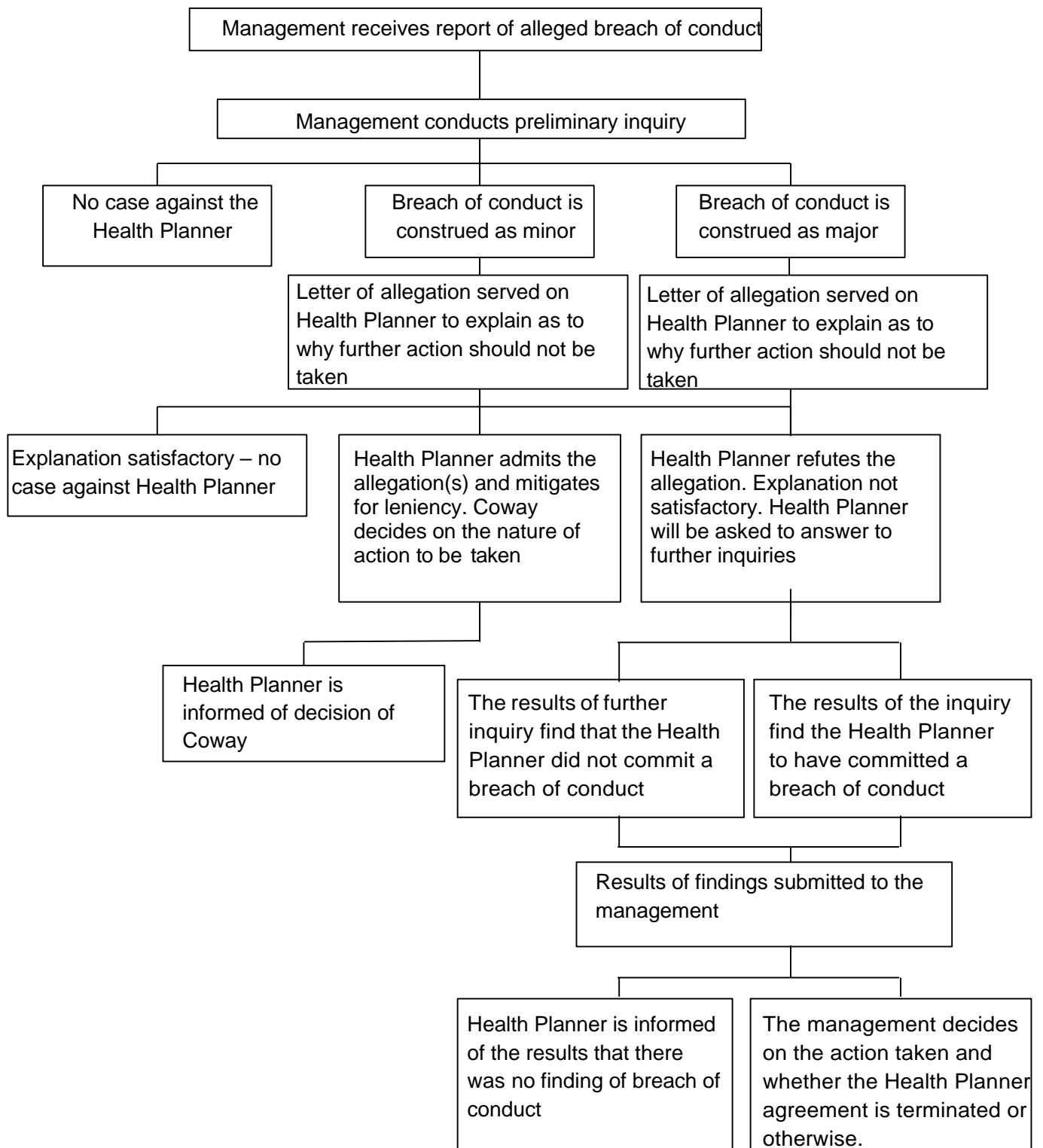
12. BREACH OF CONDUCT

- 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Schedule 2

Coway Code of Conduct for Health Planner

CODE OF BUSINESS CONDUCT

A. Glossary of Terms

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

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

CODE OF BUSINESS CONDUCT

Competitors	refers to business entities who offer or can offer the same or similar products and/or services as the Company's Products and/or Services to Customers.
Compliance Points	refers to a demerit points system utilised by the Company's Compliance Department whereby Organisation Members who commit violations of the Code or other offences are given demerit points. Managers (hereinafter defined) will also accumulate Compliance Points for violations committed by their downlines.
Customer(s)	refers to Coway's existing and/or prospective customers.
Employees	refers to Coway's employees (whether on a permanent, fixed-term or temporary basis), regardless of position, including Coway Technicians ('CTs'), the Middle Management and Higher Management.
External Stakeholders	refers to Coway's customers and/or vendors/service providers.
Internal Stakeholders	refers to Employees and/or Organisation Members.
Higher Management	refers to Coway's Managing Director ('MD'), Chief Operating Officer ('COO') and Chief Financial Officer ('CFO').
Manager(s)	refers to managers (i.e. HMs/CMs/HTMs) and/or senior managers (i.e. SMs/SCMs/SHMs) and/or general managers (i.e. GMs, GCMs), as the case may be, of the Organisations.
Middle Management	refers to Heads of Division ('HODs'), Senior General Manager and General Managers.
Organisations	refers to Coway's Sales, Cody and Homecare organisations and includes any other future organisation(s) that the Company may form from time to time to cater to the business needs of the Company.
Organisation Members	refers to all Health Planners ('HPs'), Coway Ladies ('Codys'), Service Technicians ('STs'), and Homecare

CODE OF BUSINESS CONDUCT

	Technicians ('HTs'), and also extends to the Managers.
Personal Data	refers to any information or data that can identify an individual, e.g. name, age, identity card number, telephone number, email address, IP address, home address, photograph, financial records, credit report and employment records.
Sales Order/Application Form	refers to forms created internally (printed or downloadable online) confirming the sale/rental of the Company's Products and/or Services as purchased by Customers, and containing the terms and conditions applicable thereto.
Three Months Cooling-off Period Policy	refers to the Company's policy in which Customer(s) who terminate their respective rental contract with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form), as the case may be, are prohibited for a three months' period, from entering into another contract on rental terms with the Company.
Workplace	refers to the place where you perform your services/work such as the Company's or the Customers' premises and extends to: (i) work-related social functions; (ii) work-related conferences or trainings; (iii) work-related travels.

B. Introduction

❖ What is Coway's Code of Business Conduct?

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

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

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

Sometimes, you might face a situation where the right thing to do is not obvious. That is where our Code can help.

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

CODE OF BUSINESS CONDUCT

It serves as your guide to preserving our reputation and living our values. While the Code cannot answer every question, it can show you where to go for guidance when the answer is not clear.

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

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

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

❖ Who must follow the Code?

All Organisation Members, regardless of rank.

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

- To fulfil Our Philosophy responsibilities, and maintain and enhance our culture and reputation.
- To help us enforce the Code by speaking up if you think there is a violation of the Code, or if you if you are aware of an activity or behaviour that could lead to a violation. Whether you report anonymously or give your name, you should provide as many details as possible, so the issue can be addressed thoroughly and promptly. In addition, you have a responsibility to cooperate in an investigation.
* Our Company does not tolerate retaliation against anyone who raises a concern under this Code or assists with an investigation.
Any Organisation Member who engages in retaliation will face serious consequences, which could include termination of his/her appointment.

Every Manager's Responsibility

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

CODE OF BUSINESS CONDUCT

❖ How do we conduct our business?

(i) By Doing What is Right for Each Other

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

(ii) By Doing What is Right for the Company

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

(iii) By Doing What is Right for our Society

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

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

1. **Improper Work Ethics**

Severity of Breach	Action(s) Amounting to Breach
(a) Minor Breach	1.1. Being unresponsive to your superior(s)'s calls or messages for two (2) or more business days consecutively without a valid reason.

CODE OF BUSINESS CONDUCT

	<p>1.2. Inefficiency/incompetency i.e. poor or unsatisfactory performance resulting in low productivity in the performance of your services/work as contracted.</p> <p>1.3. Ceasing performance of your services/work prior to the requisite contracted time.</p> <p>1.4. Loitering and malingering when required to be on duty, in meetings, trainings and/or any events/activities organised by the Company or your respective Organisation.</p> <p>1.5. Being unpunctual or late for duties, meetings, trainings and/or any events/activities organised by the Company or your respective Organisation without valid reason.</p> <p>1.6. Leaving the Workplace when obligated to be there without prior notice or valid reason given to your superior(s)/the Company.</p> <p>1.7. Dressing inappropriately while performing your services/work or at meetings, trainings, and/or any events/activities organised by the Company or the Organisations.</p> <p>1.8. Being rude/disrespectful and/or displaying a bad attitude (verbally, in writing or through conduct) towards Internal Stakeholders or External Stakeholders.</p> <p>1.9. Promoting or selling any products or services other than the Company's Products or the Company's Services to Internal Stakeholders or External Stakeholders at the Workplace.</p>
(b) Major Breach	<p>2.1. Being insubordinate/disobeying instructions of your superior(s)/the Company.</p> <p>2.2. Being absent from the Workplace without prior notice or valid reason given to your superior(s)/the Company.</p> <p>2.3. Being absent from meetings, trainings and/or any events/activities organised by the Company or your respective Organisation requiring your attendance without prior notice or valid reason given to your superior(s)/the Company.</p> <p>2.4. Wilfully refusing to carry out your obligations and/or instructions of your superior(s)/the Company or inciting others to do so.</p> <p>2.5. Being grossly inefficient or habitually neglecting your duties which may cause financial and/or reputational damage to the Company.</p> <p>2.6. Sleeping whilst on duty, in meetings, trainings and/or events/activities organised by the Company or your respective Organisation.</p> <p>2.7. Failing to clock in/out at your designated branch, or when required, any other branches or office premises (<i>applicable to Managers only</i>).</p> <p>2.8. Deliberately slowing down work or inciting others to do so.</p> <p>2.9. Engaging in any form of business directly or indirectly in conflict with the Company's business on your own/any third party's platforms during or outside business hours (<i>applicable to Managers only</i>).</p> <p>2.10. Pasting, altering or removing any items on notice boards in the Company's premises (including your designated branch) without authority.</p>

CODE OF BUSINESS CONDUCT

	<p>2.11. Exhibiting notices, memos, handbills or circulating papers, documents or marketing materials not issued/approved by the Company, on/in any platforms.</p> <p>2.12. Falsifying, manipulating or scamming the Company's time clock or time card facilities (i.e. committing time clock or time card fraud) (<i>applicable to Managers only</i>).</p> <p>2.13. Signing documents/agreements on behalf of the Company without proper authorisation.</p>
(c) Gross Breach	<p>(i) Persistently being insubordinate and/or disobeying instructions of your superior(s)/the Company which may cause financial and/or reputational damage to the Company.</p> <p>(ii) Grossly breaching a material obligation as stated in your contract and/or any other obligations as notified by your superior/the Company from time to time.</p> <p>(iii) Holding unauthorised activities at the Company's premises.</p> <p>(iv) Sabotaging the Company's business by taking business opportunities for your own profit, or interfering with the Company's business deals or business relationships with Customers.</p> <p>(v) Bringing the good image and reputation of the Company, Internal Stakeholders or External Stakeholders into disrepute.</p> <p>(vi) Making false accusations, fabricated allegations or otherwise complaints against any Internal Stakeholders or External Stakeholders in bad faith.</p> <p>(vii) Being uncontactable and/or not performing your services as contracted, for forty-eight (48) hours consecutively (excluding Saturdays, Sundays and public holidays in the state you are contracted to perform your services/work at).</p> <p>(viii) Being in employment of another company on a permanent basis (dual employment) during the tenure of your contract with the Company (<i>applicable to Managers only</i>).</p>

2. Improper/Illegal Sales Practices

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

CODE OF BUSINESS CONDUCT

	<ul style="list-style-type: none"> (iii) Failing to properly explain and/or demonstrate the Company's Products and/or Services offered or the conditions of sale/rental pertaining thereto to Customers. (iv) Failing to furnish Customers with a copy of the Sales Order/Application Form prior to or at the time of sale. (v) Failing to furnish Customers with a receipt or a copy of the duly signed (by the respective Customer) Sales Order/Application Form after the sale is concluded.
(b) Major Breach	<ul style="list-style-type: none"> (i) Collecting sales or rental proceeds in respect of the Company's Products and/or Services from Customers without the Company's authorisation. (ii) Failing to comply with the Company's instructions or procedures when issuing temporary receipts (TR) to Customers. (iii) Signing Sales Order/Application Forms or any other forms, notices or documents (physical, on apps or other online platforms) on behalf of External Stakeholders. (iv) Inducing Customers to purchase the Company's Products and/or Services based on a representation that the Customer may purchase at a reduced price by referring prospective customers to you, or participating in any other form of referral selling. (v) Persuading/inciting Customers to terminate their existing rental contracts with the Company before the expiry of the Minimum Rental Period or the Rental Period (as defined in the respective Sales Order/Application Form) as the case may be, and enter into new contracts with a view to gain sales and/or commission. (vi) Persuading/inciting Customers to commit acts in contravention of the Company's sales policies or regulations (such as the Three Months Cooling-off Period Policy) with a view to gain sales and/or commission. (vii) Failing to comply with fundamental requirements and or/guidelines prescribed by the relevant authorities and/or the Company in setting up and/or running a roadshow. (viii) Pestering Customers constantly/excessively for payments (in contravention of the guidelines set by the Company or as prescribed by law). (ix) Using/circulating promotional materials or advertisements not approved by the Company. iii. (x) Offering free gifts not authorised/approved by the Company to Customers. (xi) Wilfully misleading or misrepresenting to Customers on the Company's sales/service policies or service regulations, terms and conditions. (xii) Failing to truthfully identify yourself, the Company or the Company's Products and/or Services to Customers.

CODE OF BUSINESS CONDUCT

	<p>(xiii) Using false/obsolete testimonials or endorsements in respect of the Company's Products and/or Services to deliberately mislead Customers.</p> <p>(xiv) Making inaccurate verbal or written promises or warranties concerning the Company's Products and/or Services to Customers.</p> <p>iv.</p> <p>(xv) Filling in inaccurate or false information (including information that does not belong to the particular Customer) in the Sales Order/Application Forms (physical, on apps or online platforms) on behalf of Customers.</p> <p>v.</p> <p>(xvi) Filling in the Sales Order/Application Forms (physical, on apps or online platforms) on behalf of Customers without their prior written consent.</p>
(c) Gross Breach	<p>(i) Selling the Company's Products and/or Services by way of fraudulent means (e.g. misrepresenting to Customers that the Company's Products and/or Services are being sold at a discounted rate, by way of sponsorship or on a promotion that has not been authorised/approved by the Company).</p> <p>(ii) Allowing unauthorised persons to conduct sales or perform services on your behalf.</p> <p>vi.</p> <p>(iii) Making payments, whether in respect of rental/outright sales, on behalf of Customers.</p> <p>(iv) Failing to submit payments received from Customers to the Company within three (3) business days (or any other period required by the Company) from the date of receipt of such payments.</p> <p>(v) Failing to comply with the Company's directions or procedures when handling Customers' payments.</p> <p>(vi) Accepting sales from any former or ex Organisation Members.</p> <p>(vii) Conducting sales or advertising for sales in respect of the Company's Products and/or Services on any third party online shopping platforms or social media websites.</p> <p>(viii) Committing scams or fraud on Customers.</p> <p>(ix) Using misleading, deceptive or unfair sales practices which may cause financial and/or reputational damage to the Company.</p> <p>vii.</p> <p>(x) Offering, giving, soliciting or accepting any payments, gifts, bribes, secret commissions, favours or other business courtesies that constitute or could reasonably be perceived as constituting, unfair business inducements or that would violate any laws or regulations or the Company's policies.</p> <p>(xi) Engaging in proxy sales.</p>

CODE OF BUSINESS CONDUCT

3. Unsafe Work Conduct/Working Environment

viii.

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

4. Immoral/illegal activities at or outside the Workplace

xi.

Breach	Action(s) Amounting to Breach
(a) Major Breach	(i) Engaging in any form of gambling or card-playing (physical or online) whether for money or not at the Workplace. (ii) Making comments or remarks on rumours or speculations about Internal Stakeholders, External Stakeholders or the Company's Products and/or Services, at or outside the Workplace. (iii) Speaking to the media/media representatives on behalf of the Company without the Company's authorisation. (iv) Impersonating/falsely representing to be an Employee to mislead Customers (<i>not applicable to Managers</i>). (v) Making false or malicious accusations about Competitors, i.e. making misleading or false comparisons. (vi) Committing or participating in any immoral acts or having an improper relationship of sexual nature with Internal Stakeholders or External Stakeholders. (vii) Arguing so as to provoke Internal Stakeholders or External Stakeholders.

CODE OF BUSINESS CONDUCT

(b) Gross Breach	<ul style="list-style-type: none"> (i) Abusing authority or improperly using your position to gain monetary or any other kind of personal benefit from the Organisations or the Company. (ii) Consuming or displaying alcoholic beverages at the office premises during or outside business hours. (iii) Consuming or having in possession illegal drugs or narcotics at or outside the Workplace during or outside business hours. (iv) Committing any immoral or illegal acts which undermine the Company's business or image, or which may cause financial and/or reputational damage to the Company. (v) Committing or engaging in any form of harassment, violence, abuse or assault (e.g. hurling items or provoking) towards, or threatening to harm or injure Internal Stakeholders or External Stakeholders. (vi) Participating in any unlawful strikes or picketing and/or refusing to carry out your contractual obligations while coercing or inciting others to join you in your refusal. (vii) Instigating industrial action among Organisation Members or Employees. (viii) Being convicted and/or imprisoned for any criminal offence by a court of law. (ix) Forging medical certificates or other official documents. (x) Forging the signature of Internal Stakeholders on any agreements to which the Company is a party to or the Company's official documents. (xi) Forging the signature of Internal Stakeholders on any documents/letters/forms. (xii) Deliberately or negligently misrepresenting facts to obtain employment/contract/promotion or other material or non-material advantage in the Company. (xiii) Failing to disclose any serious infections or contagious diseases (e.g. Hepatitis, Aids and Tuberculosis, Covid-19) to your superior(s)/the Company. (xiv) Producing fake documents or falsifying documents to mislead Internal Stakeholders or External Stakeholders. (xv) Wilfully or negligently misrepresenting or falsifying information contained in the Company's documents to mislead External Stakeholders or the public. (xvi) Falsifying documents for the purpose of claiming reimbursements from the Company. (xvii) Wilfully or negligently misleading External Stakeholders by making commitments or guarantees on behalf of the Company without authorisation. (xviii) Spreading rumours or, making false or malicious statements about Internal Stakeholders or External Stakeholders, or the Company's Products and/or Services at or outside the Workplace.
-------------------------	--

xii.

CODE OF BUSINESS CONDUCT

5. Misuse of the Company's Assets

xiii.

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

CODE OF BUSINESS CONDUCT

6. Breach of Confidentiality

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

7. Conflict of Interest

xviii.

Severity of Breach	Action(s) Amounting to Breach
(a) Gross Breach	<ul style="list-style-type: none"> (i) Engaging in any activities that compromises, or may compromise any Internal Stakeholder's judgement or ability to act in the best interest of the Company. (ii) Failing to disclose any actual or potential conflict of interest to your superior(s)/the Company immediately upon discovery of the same. (iii) Deliberately withholding or concealing significant information from your respective Organisation or the Company for personal gain or interest. (iv) Soliciting and/or attempting to solicit any Organisation Members or Employees to join a Competitor. (v) Soliciting or holding meetings/discussions with any Competitors. (vi) Sharing with Competitors any proprietary or confidential information of the Company including but not limited to the Company's business strategic plans, budget plans, trade secrets or any other information that may be of use to such Competitors or harmful to the Company, if disclosed. (vii) Posting or sharing any information about Competitors on any platforms.

CODE OF BUSINESS CONDUCT

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

8. Others

xix.

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

D. Consequences of Breach

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

CODE OF BUSINESS CONDUCT

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

(a) Minor Breach:

We may proceed to:

- i. issue a written reprimand and impose counselling session(s); and/or
- ii. impose penalties e.g.: forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation; and/or
- iii. impose Compliance Points; and/or
- iv. impose any other reprimanding action(s) that commensurate with the gravity of the breach, as we deem appropriate.

Notwithstanding the above, in the event –

- (a) your breach(es) is/are not corrected despite three (3) written reprimands being issued;
 - (b) you commit five (5) or more minor breaches *[either simultaneously or accumulated over a period of time]*; or
 - (c) we opine that your breach(es) result or could potentially result in serious implications to the Company,
- we may proceed to terminate your appointment in accordance with the terms of your contract with the Company.

(b) Major Breach:

We may proceed to:

- xiv. issue a written reprimand; and/or
- xv. impose penalties e.g. forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation; and/or
- xvi. impose Compliance Points; and/or
- vii. impose any other reprimanding action(s) that commensurate with the gravity of the breach, as we deem appropriate.

Notwithstanding the above, in the event –

- (a) your breach(es) is/are not corrected despite one (1) written reprimand being issued;
 - (b) you commit three (3) or more major breaches *[either simultaneously or accumulated over a period of time]*; or
 - (c) we opine that your breach(es) result or could potentially result in serious implications to the Company,
- we may proceed to terminate your appointment in accordance with the terms of your contract with the Company.

(c) Gross Breach:

We may proceed to:

- i. terminate your appointment immediately in accordance with the terms of your contract with the Company; and/or
- ii. impose any other reprimanding action(s) that commensurate with the gravity of the breach, as we deem appropriate.

2. If you are a Manager:

(a) Minor Breach:

We may proceed to:

- i. issue a written warning; and/or
- ii. impose counselling sessions; and/or
- iii. suspend you without pay for a period not exceeding two (2) weeks; and/or
- iv. impose Compliance Points; and/or
- v. take any other action(s) that commensurate with the gravity of the breach, as we deem appropriate.

Notwithstanding the above, in the event –

(a) your breach(es) is/are not corrected in spite of steps (i) and/or (ii) and/or (iii) and/or (iv) and/or (v) above;

(b) you repeatedly commit any minor breach(es); or

(c) we opine that your breach(es) result or could potentially result in serious implications to the Company, you may be subject to more serious reprimanding actions including where applicable, demotion (with reduction of salary and/or any incentives), or termination of your appointment in accordance with the terms of your contract with the Company.

(b) Major Breach:

We may proceed to:

- i. issue a stern written warning; and/or
- ii. suspend you without pay for a period not exceeding two (2) weeks; and/or
- iii. impose Compliance Points; and/or
- iv. take any other action(s) that commensurate with the gravity of the breach, as we deem appropriate.

Notwithstanding the above, in the event –

(a) your breach(es) is/are not corrected in spite of steps (i) and/or (ii) and/or (iii) and/or (iv) above;

(b) you repeatedly commit any major breach(es); or

(c) we opine that your breach(es) result or could potentially result in serious implications to the Company, we may proceed to terminate your appointment in accordance with the terms of your contract with the Company.

(c) Gross Breach:

We may proceed to:

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

CODE OF BUSINESS CONDUCT

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

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

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

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

- (a) impose penalties e.g. forfeit incentives or remuneration of any kind offered by the Company or the right to participate in any contests/events/trips organised by the Company or any Organisation; and/or
- (b) impose Compliance Points; and/or
- (c) take any other action(s) as we deem appropriate.

E. Enquiries:

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

Matter	Resource	Contact Information
Reporting any violation of the Code	Compliance Department –Guardian of Coway	(i) Guardian of Coway via eTrust System; (ii) compliance@coway.com.my xxviii.
Legal questions	Legal Department	legal@coway.com.my
Enquiries on the Code of Business Conduct	Compliance Department	compliance@coway.com.my

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

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 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 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.

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 *****



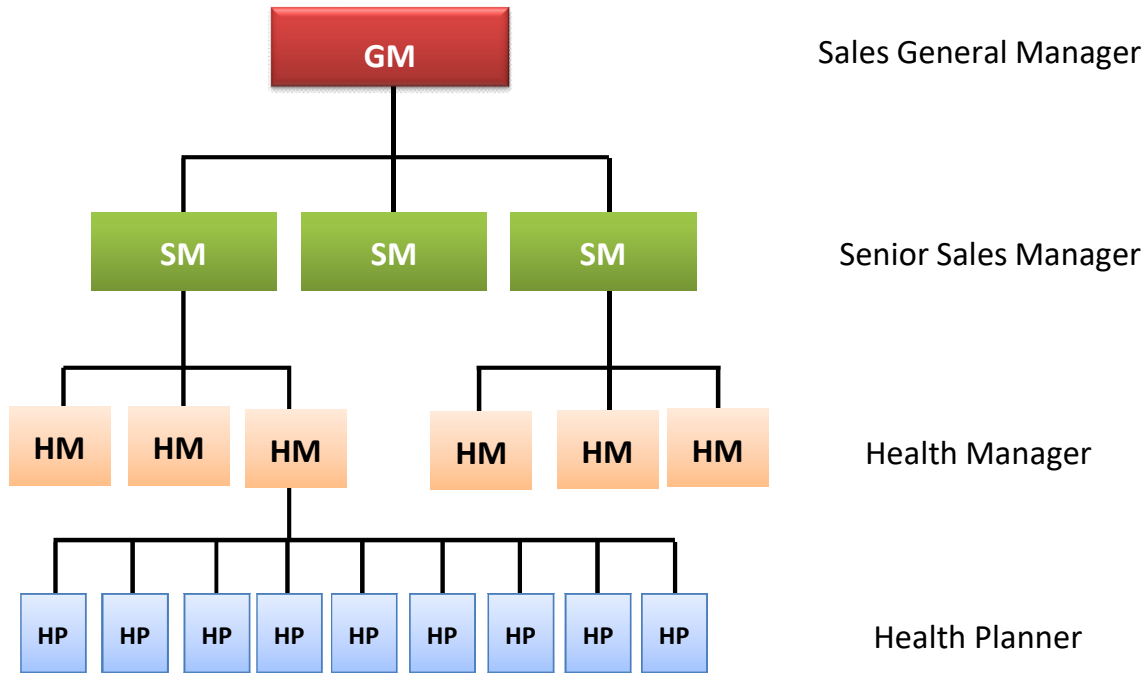
Sales Organisation Marketing Scheme

(updated on January 2022)

coway

Confidential

Sales Organisation (Sales)



Confidential

Ver.2022

coway

Overview of Marketing Scheme

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

Confidential

Ver.2022

coway

Service Package Commission

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

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

Remarks:

Commission payment would be issued upon Full Payment and 1st HS delivered.

Confidential

Ver.2022

coway

Home Appliances (Rental PV)

WATER PURIFIERS

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

AIR PURIFIERS

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

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

Confidential

Updated as at 04/01/2022

Ver.2022

coway

Home Appliances (Rental PV)

BATHROOM & OUTDOOR

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

PRIME SERIES MATTRESS

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

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

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

Confidential

Updated as at 04/01/2022

Ver.2022

coway

Health Planner (HP) Level

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

Confidential

Ver.2022

coway





Health Planner (HP)

(Full Time & Part Time)

Confidential

Ver.2022

coway

1.0 Health Planner (HP) Sales Commission

1. Outright / Installment : Selling Price X 15%
2. Rental : Product PV X 15 %
 - 1st Month Payment 40%
 - Balance 60% divided 11 months upon customer rental payment or
Balance 60% divided 23 months upon customer rental payment
3. Service Package : [Package Amount x 10%] – Home Appliance & Home Care

App Type	Out / Ins	Rental	1 or 2 years Advance
Commission	Product Price x 15%	PV x 15%	PV x 15%
1 st Payment	100%	40%	100%
2 nd to 12 th Payment	N/A	60% / 11 months	N/A
OR			
2 nd to 24 th Payment	N/A	60% / 23 months	N/A

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

Confidential

Ver.2022

coway

2.0 Health Planner (HP) Bonus Commission

Bonus Commission is based on the total PV of the product no matter Outright, Installment or Rental.

Payment Calculation :

$\text{Sum of Same Month Product Value (PV)} \times \text{Applicable Rate (\%)}$

Total PV	≤ 5,000	5,001 – 12,000	12,001 - 22,000	22,001 - 35,000	> 35,000
Applicable Rate		8%	9%	10%	11%

App Type	Out / Ins / Ren
Calculation	Total PV x % applicable
Payment Period	1 time payment after Net Sales

Confidential

Ver.2022

coway

3.0 Health Planner (HP) Team Building Benefit (TBB)

1. TBB Rate : **2%**
2. TBB regulation
 - Only applicable to 1 Level Direct Sponsor HP
 - Parents & Sons **MUST** have minimum 3 units Net Sales.
 - 1st payment 40% & balance 60% shall be paid through 11 months

	Net Sales / Reward	
Parents & Son	< 3	≥ 3
1 st Level (TBB)	N/A	Direct Sponsor HP Net Sales Total PV X 2%



Neo Pro HP

(Full Time)

NEO-PRO
HP

Confidential

Ver.2022

coway

Neo Pro HP (HP)

High performance HP attends office daily with higher benefits.

Responsibility

Attend Morning Meeting 3 Days per week

To attend Event & Training organized by Company

Evaluation

Attendances: Maximum 4 times absent (any reason)

Monthly Evaluation: 1 unit per month

Re-join

**3 units per month
(Maximum re-join 3 times per year)**

NEO-PRO
HP

Confidential

Ver.2022

coway

4.0 Neo Pro HP Performance Incentive (PI)

Net Sales (Unit)	3 & above	5 & above	7 & above	10 & above	15 & above
PI (RM)	300	500	800	1,200	1,500

Remarks:-

- Only Payable to Neo Pro HP.
- All product consider 1 unit except BA -12 calculate as 0.5 unit.

NEO-PRO
HP

Confidential

Ver.2022

coway

5.0 Neo Pro HP Performance Allowances (PA)

let Sales (Unit)	3 & Above	10 & Above	15 & Above
PA (RM)	500	700	1,000

Remarks:-

- Only Payable to Neo Pro HP.
- All product consider 1 unit except BA -12 calculate as 0.5 units.

NEO-PRO
HP

Confidential

Ver.2022

coway

6.0 Heath Planner (HP) Weekly Sales (WS) Award

Group	Award	Criteria		Reward (RM)
NEO PRO	5W15S	Weekly: ▪ Key In: 5 and above	Monthly	2,000
		Monthly: ▪ Net Sales: 15 and above		
	3W10S	Weekly: ▪ Key In: 3 and above	1 st Month	500
		Monthly: ▪ Net Sales: 10 and above	Consecutively 2 months	1,000
			Consecutively 3 months	1,500
Guinness		Breaking Personal Monthly Sales Record (143 Units)	Unit x RM 50	Trophy

- Only Neo Pro HP entitle for the award.
- Higher achievement in between '3W10S' or '5W15S' will be paid in the same month.
- Consecutive month are applicable to different category.
- All Net Sales Must be the same month Key in sales.
- BA12 = 0.5 unit (for Net Sales calculation) → no count @ 2019

NEO-PRO
HP

Confidential

Ver.2022

coway

7.0 Health Planner (HP) WN Award

Award	Criteria		Award
2WN	Sponsor 2 or more Neo Pro monthly. Sponsored Neo Pro must achieve 3 units net sales.	Monthly	RM 600

- Only Neo Pro HP entitle for the award.
- All Neo Pro must sponsor **2 (TWO)** or more qualified neo pro.
- Sponsor & Sponsored Neo Pro **MUST** remain NEO PRO status.
- Sponsored Neo Pro **MUST** achieve at least **3 (THREE)** or more net sales.
- New Joined and Re-joined Neo Pro are entitled for the award.
- The qualified Neo Pro must attend morning meeting with maximum absent for 4 times regardless any reason.
- Any appealed case of HP Neo Pro status by RFD will not be counted into WN incentive calculation.
- Effective from March 2017.

NEO-PRO
HP

Confidential

Ver.2022

coway

8.0 Health Planner (HP) Periodical Award

Category	Award	Criteria	Prize	Supplementary
Yearly	1 st	Yearly Accumulated Net Sales 1 st	RM 5,000	Trophy
	2 nd	Yearly Accumulated Net Sales 2 nd	RM 4,000	Trophy
	3 rd	Yearly Accumulated Net Sales 3 rd	RM 3,000	Trophy
Quarterly	1 st	Quarterly Accumulated Net Sales 1 st	RM 2,000	Trophy
	2 nd	Quarterly Accumulated Net Sales 2 nd	RM 1,500	Certificate
	3 rd	Quarterly Accumulated Net Sales 3 rd	RM 1,000	Certificate
Monthly	1 st	Monthly Net Sales 1 st	RM 1,000	Trophy
	2 nd	Monthly Net Sales 2 nd	RM 700	Certificate
	3 rd ~ 5 th	Monthly Net Sales 3 rd ~ 5 th	RM 500	Certificate
	Rookie Award	** Refer Next Attachment	RM 500	

Remark:-

- Only Neo Pro HP entitle for the award.
- All product consider 1 unit except BA -12 calculate as 0.5 units Priority : Outright > Installment > Rental in case of same quantity.

NEO-PRO
HP

Confidential

Ver.2022

coway

9.0 Rookie Award

Monthly Reward Criteria:

1st Month	2nd Month	3rd Month	Reward
Newly join HP + Apply to become <u>NEO</u> Pro	Remain as active <u>NEO</u> Pro	<u>NEO</u> Pro status remained + Accumulated <u>10</u> units of Net Sales (from joining date)	RM 500 / pax

Rookie Trip Reward Criteria:

1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	Reward
<u>10</u> units Net Sales			<u>15</u> units Net Sales			Rookie Trip
<ul style="list-style-type: none"> Remain the status of <u>NEO</u> Pro. Achieve <u>10</u> units of Net Sales as 1st entry ticket to Rookie Trip reward. 			<ul style="list-style-type: none"> Remain the status of <u>NEO</u> Pro. Accumulated <u>25</u> units of Net Sales. (from joining date) 			<ul style="list-style-type: none"> Trip is arranged by batch quarterly.

Notes & Conditions:

1	Criteria above only apply to newly join HP.
2	Monthly reward will only be paid out after 3 months' review according to joining date.
3	Rookie Trip reward will be calculated after 6 months' review according to joining date.
4	Newly join HP <u>MUST</u> remain the status of NEO Pro.
5	Newly join HP <u>MUST</u> attend the NEO Pro orientation now conduct by the Organisation Development Department.
6	Rookie Award will be effective from <u>Jul-17</u> onwards and replaces the <i>CSA Training Allowance</i> .
7	Reward calculation for Jun-17 newly join member criteria will be at the same level with Jul-17 newly join member.
8	Product under the category of Bidet is considered as 0.5 unit for sales calculation.
9	Management reserves the right to make any changes without prior notice.

Confidential

Ver.2022

coway

Appendix

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

Confidential

Ver.2022

coway

Thank You

coway

Ver.2022