

Dated this {1} day of {1} year {2020} (join date)

BETWEEN

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

AND

**HT NAME**  
(NRIC NO)

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**HEMOCARE TECHNICIAN SERVICE AGREEMENT**

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## **HEMOCARE TECHNICIAN SERVICE AGREEMENT**

This Homecare Technician Service Agreement (“**Agreement**”) is made as of **[JOIN DATE]** between **COWAY (MALAYSIA) SDN. BHD.** (Company No.: 735420-H), a company incorporated in Malaysia and having its principal place of business at Level 20, Ilham Tower, No. 8, Jalan Binjai, 50450 Kuala Lumpur, Malaysia (“**Coway**”) and **[HT NAME]** (NRIC No.: **NRIC**) of **[HT Address]** (“**HT**”).

Coway and the HT shall be collectively referred to as “the **Parties**” and individually as “a **Party**”.

### **WHEREAS:**

1. Coway is engaged in the business of, inter alia, retailing and servicing of home and office wellness products.
2. The HT desires to market the Products (hereinafter defined) and provide certain services in respect thereof to third parties.
3. Coway is desirous of engaging the HT to market the Products and provide the aforesaid services subject to, the terms and conditions of this Agreement.

Based on the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby further agree as follows:

### **1. DEFINITIONS**

- 1.1 “**Care Service**” means maintenance services provided by the HT in respect of the Products.
- 1.2 “**Commission Scheme**” means the structure and plan that outlines the calculation of the sales and service commission payable by Coway to the HT according to the HT’s performance/achievement of targets stipulated by Coway.
- 1.3 “**Confidential Information**” means any information, data and material of proprietary nature (whether such information is of a technical, financial, business, or other nature) relating to or disclosed by Coway to the HT in the course of the performance of the Services, which is, or should be reasonably understood to be, confidential or proprietary to Coway. Any such information, data and material disclosed by Coway to the HT, which is in writing and appropriately marked as being confidential and/or proprietary, or which by its nature is clearly intended to be confidential and/or proprietary (or which is communicated orally as being confidential and/or proprietary and is presented in a tangible form to the HT within the period allowed following such communication), will be deemed to be proprietary and confidential information of Coway.

For clarity, Confidential Information is deemed as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, business structure, products, affairs and finances of Coway or its associate companies, and trade secrets including, without limitation, technical data and know-how relating to the business of Coway or any associate companies or any of their business contacts, including in particular (by way of illustration only and without limitation) the Commission Scheme, proprietary methodologies,

branded solutions, business and research approaches, software, technical information and know-how, information relating to current, future and potential business operations, Customers' 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 the Customers or supplier and potential suppliers, as well as Coway policies and practices.

- 1.4 **"Customers"** means customers of Coway who have either purchased or rented the Products from Coway.
- 1.5 **"Equipment and Uniform"** means the tools, PNP device, bag, uniforms, ID tag, Business Card, Lanyard, Sales Order Form provided by Coway to the HT for the tenure of this Agreement and for such further period that this Agreement is extended.
- 1.6 **"Intellectual Property Rights"** means a) all rights using all technologies, electronic or otherwise and whether now known or hereafter created, associated with works of authorship throughout the Universe, including but not limited to patents, designs, copyrights, moral rights, mask works, algorithms and other industrial property rights; (b) trademark, service mark and trade name rights and similar rights and all business goodwill associated therewith; (c) trade secret rights; (d) all other intellectual and industrial property rights (of every kind of nature throughout the Universe and however designated and whether now known or hereafter created, including, but not limited to, logos, "rental" rights, rights of publicity, and rights to remuneration), whether arising by operation of law, contract, license, treaty or otherwise; (e) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including without limitation any rights in any of the foregoing); and (f) derivative works based upon any of the foregoing.
- 1.7 **"Performance Target"** means the sales and service target(s) stipulated by Coway to be achieved by the HT which determines the commission payable to the HT.
- 1.8 **"Products"** means inter alia, water purifiers, air purifiers, and mattress offered for sale or rental by Coway

## 2. **TERM**

This Agreement shall commence on the date of this Agreement and, unless terminated earlier in accordance with this Agreement, shall remain in effect for a period of one (1) year. Coway may, at its sole discretion extend this Agreement for a further one (1) year on the same or varied terms, wherein a fresh agreement shall be executed between the Parties.

## 3. **SCOPE OF SERVICES**

In consideration of the Remuneration payable by Coway to the HT, the HT shall provide the services as defined in the Service Description contained in Attachment 4 ("**Services**").

#### **4. RELATIONSHIP**

The HT is an independent contractor who shall be committed solely to fulfilling the purposes of this Agreement. No provision contained hereunder shall be construed as establishing the HT as a partner, agent, or an employee of Coway. The HT shall not present itself to any individual or entity as an employee, partner or agent of Coway. For the avoidance of doubt, this Agreement does not constitute a joint venture either.

#### **5. REMUNERATION**

- 5.1 In consideration of the Services provided by the HT, the HT shall receive the commission in accordance with the Commission Scheme and/or any other miscellaneous payments made to the HT by Coway ("Remuneration") as set forth under items 5 and 6 of The Schedule in the Agreement.
- 5.2 Coway shall have the sole discretion and reserves the right to revise, vary and/or revoke any Remuneration given to the HT from time-to-time and/or at any time, with reasonable prior written notice given to the HT.
- 5.3 As the HT is an independent contractor, the HT shall not be eligible for or entitled to any Coway-sponsored benefits including, without limitation, worker's compensation, disability insurance, health insurance, any retirement plan, cafeteria plan, vacation or sick pay. The HT shall be responsible for providing at the HT's own expense, and in the HT's name, disability, worker's compensation or other insurance that the Parties may agree is necessary, as well as licenses and permits necessary for conducting the Services. Coway is not responsible for withholding taxes or contributing to any government-sponsored benefit programs on the HT's behalf. The HT agrees to hold Coway harmless and indemnify Coway from any liability arising out of the HT's failure to pay applicable taxes or other indebtedness or obligation.

#### **6. HT'S OBLIGATIONS**

- 6.1 The HT is obligated to provide the Services to Coway and/or the Customers in a professional, competent, and consistent manner pursuant to the standard set forth herein and established from time to time by Coway. If Coway reasonably determines that the quality of the Services does not meet Coway's requirements, then Coway may (but is not obligated to) by written notice, immediately terminate this Agreement.
- 6.2 Without prejudice and in addition to the HT's other obligations under this Agreement, the HT shall comply with Coway's Code of Business Conduct, as contained in Attachment 1 ("Business Conduct") at all material times
- 6.3 The HT shall be liable to pay the Registration Fee as stipulated in Item 3 of the Schedule, wherein the said sum shall be deducted from the Remuneration payable to the HT in his/her first month of Service.

- 6.4 The HT shall subscribe to a personal accident insurance package from a reputable insurance company for the tenure of this Agreement and for such further period that this Agreement is extended, at the HT's own expense and shall be required to show proof, upon request by Coway, of so remain to be effective.
- 6.5 The HT shall hold a valid Competent Driving License (CDL) or D driving license for the tenure of this Agreement and for such further period that this Agreement is extended and shall be required to show proof, upon request by Coway, of so remain to be effective.
- 6.6 The HT understands and agrees that during the term of this Agreement, the HT will be solely responsible for becoming aware of and complying with all applicable laws, ordinances, regulations and orders with respect to the performance of Services under this Agreement, including but without limitation to, the Malaysia Anti-Corruption Commission Act 2009 and income tax liabilities.

## **7. COWAY'S OBLIGATIONS**

- 7.1 Coway shall at all times during the term of this Agreement:
- (a) use reasonable endeavours to make available the Products to the HT for the purpose of merchandising or renting the same to the Customers;
  - (b) provide relevant training and information to the HT if necessary to assist the HT in providing the Services under the Agreement;
  - (c) make available sales and marketing materials to the HT for the purpose of promoting the Products and maintenance services to the Customers;
  - (d) promptly pay the Remuneration according to the Commission Scheme to the HT for the Services provided by the HT.

## **8. CONFIDENTIALITY**

- 8.1 As a recipient of the Confidential Information, the HT agrees at all material times:-
- (a) to treat such information as proprietary and confidential and will use at least the same degree of care that he/she would use in protecting his/her own confidential information of a similar nature;
  - (b) to 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 not use the Confidential Information to solicit or enter into any business transactions or any undertaking which will be averse to the business of Coway;

- (d) to not use, implement or modify any such of the Confidential Information for his/her personal benefit;
  - (e) to immediately notify and cooperate with Coway upon knowledge the Confidential Information being distributed and/or divulged in the public domain or to any other persons, to ensure that such divulgence of Confidential Information is immediately contained and stopped; and
  - (f) to indemnify Coway for any breach of confidence caused by the HT, including without limitation to, claims by third parties as well as any legal costs incurred as a consequence.
- 8.2 Upon expiration or termination of this Agreement, as requested by Coway, the HT shall either certify the destruction of, or return to Coway, all Confidential Information including all copies thereof, in any tangible form whatsoever, including but not limited to any copies stored electronically, magnetically, or in any other media.
- 8.3 This Agreement imposes no obligation on the HT with respect to Confidential Information that: (a) is or becomes a matter of public knowledge through no fault of the HT; (b) is rightfully received from a third party without a duty of confidentiality; (c) is independently developed by the HT without the use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such rightful possession, rightful receipt and independent development, shall be upon the HT.
- 8.4 Without prejudice and in addition to the HT's other obligations under this Clause, the HT shall also comply with Coway's Confidentiality & Security Information Policy ("CSI"), as contained in **Attachment 3** at all material times.
- 8.5 This Clause shall survive after the expiry or termination of this Agreement for whatever reasons.

## **9. INTELLECTUAL PROPERTY**

- 9.1 All Intellectual Property Rights in relation to Coway's business procured by the HT under the name of Coway or for and on behalf of Coway or any affiliated or related company; and all computer software, diskettes and computer documentation/manuals used in Coway's business or operations, belong exclusively in Coway and shall be the absolute property of Coway. Such property may not be removed, copied or duplicated without the express authority of Coway.
- 9.2 The HT agrees and acknowledges that all existing and future Intellectual Property Rights shall remain the absolute unencumbered and exclusive property of Coway.

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

- 10.1 The HT undertakes and warrants that his/her spouse is not and will not be under any employment or any kind of similar arrangement with any competitor of Coway during the tenure of this Agreement.

- 10.2 During the tenure of this Agreement, the HT shall not directly or indirectly: -
- (a) become engaged or be concerned in the condition of, or conduct business with any organization in competition with Coway or any of its associated companies. For the avoidance of doubt, the HT shall not act as an employee, agent, broker, shareholder, or otherwise be engaged in, directly or indirectly with any businesses which sell products similar to those customarily sold by Coway within Malaysia;
  - (b) solicit or entice away from Coway any person who is or has been during the term of this Agreement and one year thereafter, a customer of Coway; or
  - (c) solicit or entice away, or attempt to employ, solicit or entice away from Coway any person who is an officer, manager, consultant or employee of Coway.
- 10.3 The HT shall not receive or obtain directly or indirectly any discount, rebate, commission or financial reward in respect of any business transacted by or on behalf of Coway or any of Coway's associated companies.
- 10.4 In the event where the HT has committed any act which is in breach of this Clause, Coway reserves the absolute right to immediately terminate this Agreement with or without notice given to the HT.

## **11. INDEMNITY**

- 11.1 The HT shall indemnify Coway, its affiliates and the officers, directors, employees and agents of each of them, for any claims, damages, losses, expenses (including reasonable attorneys' fees), demands, actions, and causes of action arising out of or resulting from the HT's (i) breach of the terms of this Agreement; (ii) misuse or misappropriation of any Intellectual Property Right or Confidential Information of Coway or any third party; (iii) negligent or unlawful acts or omissions or wilful misconduct by the HT; (iv) any income tax and other duties or taxes payable by the HT in respect of the fees payable under Clause 5.3 hereof; or (v) any loss or liability incurred or suffered by Coway arising from the HT acting outside the scope of any actual or ostensible authority.
- 11.2 This provision shall survive the termination or expiration of this Agreement.

## **12. BREACH OF COVENANTS**

- 12.1 For the avoidance of doubt, where the HT has made representations and warranties, and/or where there is a clear stipulation that such terms are undertakings and obligations on the HT's part, these are deemed to be covenants made between the HT and Coway. This specifically includes, without limitation to, Clauses 2, 3, 4, 5, 6, 8, 9, 10 and 11 above.

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 HT 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 HT.

12.3 In such a breach, Coway shall have the right at its absolute discretion to act as it deems fit, to review, suspend and/or terminate this Agreement with immediate effect.

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 HT for any breach of covenant committed by the HT for damages, recovery of any losses and any Court relief as Coway deems fit.

### 13. **TERMINATION**

13.1. Notwithstanding and without prejudice to the terms under this clause, either Party shall have the right to terminate this Agreement without any cause or reason by providing one month's notice in writing to the other Party.

13.2 Coway shall have the right to terminate this Agreement immediately in the event that the HT commits any of the acts including but not limited to the following:-

- (a) Breach of any provision under the Coway Business Conduct in **Attachment 1** which forms part of this Agreement;
- (b) Failure to achieve the minimum performance as required and as stipulated in the performance target for Services as specified in **Attachment 4**, or as notified to the HT by Coway at any time throughout the period of this Agreement;
- (c) Failure to provide upon request by Coway, a valid personal accident insurance coverage to be subscribed by the HT on his/her own accord as required under Clause 6.4 hereof; or
- (d) Breach of any term in this Agreement, including any attachments or annexures to this Agreement and the said breach remains unremedied for thirty (30) days following Coway's notice to the HT specifying the breach.

13.3 Upon the termination of this Agreement, the HT shall immediately: -

- (a) return all Confidential Information whether embodied or recorded in a tangible form which is in the HT's possession, as stipulated under Clause 8.2 herein;
- (b) return all Products in good and sellable condition with its original packaging; and
- (c) return the Equipment and Uniform in a good condition, as stipulated under item 4 of the Schedule.



- 13.4 In the event that the Products, Equipment and Uniform are not returned to Coway or Coway opines that the same are returned but damaged, Coway shall have the right to deduct the actual price of the same from the Remuneration payable to the HT. For the avoidance of doubt, in the event there is no Remuneration due to the HT, the price of the same shall be a debt owing to Coway by the HT. Coway shall be entitled to commence any legal action against the HT in the event that the HT fails to repay the debt in due time.
- 13.5 If the Agreement is terminated by Coway for reasons other than the HT's breach of Coway Business Conduct as per Clause 13.2(a) above, any Remuneration which is due and payable in accordance with the Commission Scheme shall be paid to the HT within one (1) month after the termination of this Agreement, provided the requirements as per Clause 13.3 has been fulfilled by the HT. For the avoidance of doubt, any commissions derived from the monthly rentals from the Customers shall cease to be payable to the HT after the date of termination of this Agreement.
- 13.6 After this Agreement is terminated, either by effluxion of time or for any reasons whatsoever, the HT shall not be allowed to re-join Coway in any position, full time or part time, for a period of six (6) months from the expiry or date of termination of the Agreement or any time as Coway deems suitable. Notwithstanding the above, if the termination of the Agreement is due to the HT's breach of Coway Business Conduct as per Clause 13.2(a) above, the HT shall not be allowed to re-join Coway for any reasons whatsoever.
- 13.7 Clauses 8, 9 and 11 shall survive the termination of this Agreement.

#### 14. **NOTICES**

- 14.1 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.
- 14.2 Any notice required to be given shall be deemed to have been received: -
- 14.2.1 in the case of delivery by normal post – within five (5) working days;
- 14.2.2 in the case of delivery of facsimile or electronic mail to the correct number or designated address respectively – upon sending.

#### 15. **PERSONAL DATA**

The HT consents to the processing of the HT's personal data pursuant to the terms of the Personal Data Protection Policy attached hereto as **Attachment 2**.

**16. NON-TRANSFERABILITY OF BENEFITS**

For the avoidance of doubt, all sales and rental contracts, as well as the associated values, benefits, commissions and bonus derived from the sales and rental contracts ("Benefits") by the HT are not transferable and neither can these Benefits be combined with the Benefits of the other homecare technicians.

**17. MISCELLANEOUS**

- 17.1 In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without the said provision.
- 17.2 The delay or omission, by one Party to demand the compliance with the terms hereof shall not constitute a waiver and such Party shall be entitled to make such demand or request at any time.
- 17.3 This Agreement cannot be transferred, in whole or in part, by the HT without the written consent of Coway, and any attempt to carry out such transfer shall be considered void and ineffective. Coway shall have the right to transfer its rights under this Agreement to any successors, affiliates or entities as it deems fit with prior written notification to the HT.
- 17.4 This Agreement supersedes all other prior agreements, representations, promises and understandings established between the Parties with respect to the performance of the Services contracted herein, and contains the entire Agreement and understanding between the Parties, unless amended in writing by Coway. For the avoidance of doubt, any Annexures, including any reference of other documents as stated in the Annexures to this Agreement is deemed to be part of this Agreement.
- 17.5 Coway reserves the right to revise, amend and vary the terms of this Agreement. Any such amendment of this Agreement by Coway shall be notified to the HT in writing.
- 17.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.7 The laws of Malaysia shall govern this Agreement. In the event of any dispute that results from the interpretation or enforcement of this Agreement, the Parties agree to submit to the jurisdiction of the Malaysian courts.

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

Signed on behalf of )  
Coway (Malaysia) Sdn. Bhd. ) \_\_\_\_\_

Signed by HT )  
[HT NAME] )  
NRIC No: ) \_\_\_\_\_

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

## **THE SCHEDULE**

<b>1. Commencement Date</b>	Refer to the Effective Date of the Agreement.
<b>2. Scope of Services</b>	Refer to Services Description in Attachment 4.
<b>3. Registration Fee</b>	A sum of RM400-00 payable for the Equipment and Uniform to be utilised by the HT in performing the Services.
<b>4. Healthy Family Fund</b>	On a goodwill basis, the HT will receive RM50.00 monthly during his first year of providing the Services and RM100.00 monthly on his second year and so on from Coway.
<b>5. Commission Scheme:</b>	The HT will be entitled to the commission set out in the Commission Scheme which shall be notified to the HT from time- to-time. Coway reserves the right to revise and/or vary the Commission Scheme and such Commission Scheme shall be effective upon notification to the HT. The HT will be able to access the Commission Scheme at any time by contacting his/her immediate superior.

## **Attachment 1**

### **Business Conduct**

## Attachment 1

### Code of Business Conduct

<p><b>1. STANDARD BUSINESS CONDUCT</b></p> <p>Below are examples of lapses/breaches of the standard business conduct expected of all Homecare Technician ("HT") in carrying out services as an independent contractor of Coway. In the event of lapses in these instances, Coway reserves the right to penalise the HT and deduct such penalties from the HT's commission: -</p> <ol style="list-style-type: none"> <li>1.1. Inefficiency in providing services which causes low productivity that is not of the acceptable standard required by Coway.</li> <li>1.2. Conducting yourself in a manner which is contrary &amp; prejudicial to the Coway's operating procedures in the business.</li> <li>1.3. Ceasing work prior to fulfilment of the services within reasonable time.</li> <li>1.4. Lateness in providing services to the Customers.</li> <li>1.5. Failure to attend to premises to provide the Services.</li> <li>1.6. Improper and/or unprofessional dress code when providing the Services to Coway.</li> </ol>	<p><b>3. EVENT OF DEFAULT</b></p> <p>For any breaches of the below terms, Coway reserves the right to terminate this agreement with immediate effect: -</p> <ol style="list-style-type: none"> <li>3.1. Failure to carry out the Services as notified by Coway</li> <li>3.2. Damaging the Coway's property and/or its products with intention.</li> <li>3.3. Removing any Coway's property and/or its products without authorization.</li> <li>3.4. Interference or hindrance to the Coway's business or process.</li> <li>3.5. Bringing about disrepute to the Coway and/or its management/staff's good image, including media publicity or other means.</li> <li>3.6. Gross breach of a material obligation.</li> <li>3.7. Forging documents to defraud.</li> <li>3.8. Passing on secret or confidential records or information of or concerning Coway to Coway's competitors or any outside parties.</li> <li>3.9. Bringing out &amp; selling goods belonging to the Coway without prior consent/authorisation.</li> <li>3.10. Deliberate misrepresentation of facts to obtain material or non-material advantage in the Coway.</li> <li>3.11. Conviction &amp; imprisonment for any criminal offence by a Court of Law.</li> <li>3.12. Fail to submit payment from the Customer's to the Coway within 3 working days from the date of receipt of payment.</li> <li>3.13. Signing on behalf of the Customers without the Customers' consensus or forging the Customer's signature on job sheet or invoice or purchase order.</li> <li>3.14. Producing fake documents or falsifying documents to mislead the Coway.</li> <li>3.15. Wilful or negligent misrepresentation or falsifying information contained in Coway's documents.</li> <li>3.16. Sale of consumable items without notifying Coway.</li> <li>3.17. Fail to comply with Coway's directions or procedure when handling the Customer's payments.</li> <li>3.18. Accepting Sales from terminated HT.</li> <li>3.19. Attempting and/or soliciting any persons within the Coway organisation from their obligations to Coway to join another competitor of Coway.</li> </ol>
<p><b>2. MAJOR BREACH</b></p> <p>In the event of breach in the following manner as detailed below, and you fail to rectify the said breach within 30 days of being notified of such breach, Coway reserves the right to terminate your contract for service with Coway.</p> <ol style="list-style-type: none"> <li>2.1. Failure to perform services effectively and efficiently based on the expectations of Coway.</li> <li>2.2. Unprofessional conduct whilst performing services</li> <li>2.3. Unauthorised collection of sales proceeds or rentals in the Coway premises or engaging own business.</li> <li>2.4. Exhibiting notices, handbills or circulating unauthorized papers and documents which are not issued by Coway whilst carrying out services for Coway.</li> <li>2.5. Persistent breach of Coway's Standard Business Conduct</li> <li>2.6. Any unethical behaviour whilst performing services which gives rise to the complaint by the Customers.</li> <li>2.7. Engaging in any other form of business within the Coway's premises and during hours of services.</li> <li>2.8. Spreading rumours &amp; making false, malicious statement about any employee, the Coway or its products.</li> <li>2.9. Deliberately slowing down work or inciting others to do so.</li> <li>2.10. Failure to attend to such meetings as required by Coway as part of your contract for services.</li> <li>2.11. Wilfully mislead or misrepresent to the Customers on Coway's sale policies, service regulations terms and conditions.</li> <li>2.12. Accompanied by unauthorized persons to conduct sales and services.</li> <li>2.13. Fail to comply with Coway's procedures and requirements when issuing temporary receipts to the Customers (TR).</li> <li>2.14. Proxy sales</li> <li>2.15. Making payment on behalf of the Customers without authorization from Coway.</li> </ol>	

## **Attachment 2**

### **Personal Data Protection Policy**

## Attachment 2

### PERSONAL DATA PROTECTION POLICY

#### Personal Data Notice

1. Please be informed that in accordance with Personal Data Protection Act 2010 ("**PDPA**") which came into force on 15<sup>th</sup> November 2013, Coway (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.

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I, \_\_\_\_\_ (NRIC No.: \_\_\_\_\_)  
hereby acknowledge that I have read and I understand the terms of the Personal Data Protection Policy above, and I agree / consent to the processing of my Personal Data as described above.

\_\_\_\_\_  
Signature Name:

NRIC:

Date:

*\*\* This is digitally signed Acknowledgment for Personal Data Protection Policy\**

## **Attachment 3**

### **Confidentiality & Security Information Policy**

## **Attachment 3**

### **Confidentiality & Security Information Policy (“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 any violation of this CSI is deemed to be a breach of the Agreement and Coway will have the right to terminate the said Agreement without any notice pursuant to its rights under the Agreement.

#### **2.0 Protecting Confidential Information**

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

#### **3.0 Following Appropriate Access**

- (i) You will only access or use systems or devices you are officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals or any other individuals including your spouse.

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

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

- (i) You will strictly not copy or store Confidential Information on removable media or portable devices such as laptops, personal smartphone, Tablet, IPad, cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so and specifically authorized by Coway. If you are required to copy or store Confidential Information on removable media, you will encrypt the information while it is on the media. Further, you acknowledge that Coway will keep records of your authorization to use removable media to copy or store Confidential Information.
- (ii) You understand that any mobile or electronic device used (Smart phone, Ipad, etc.) to synchronize Coway's data (e.g., Company email) will contain Confidential Information and as a result, must be protected. You agree that when you are authorized to take such Confidential Information with such devices, Coway has the right to:
  - a. Require the use of only encryption capable devices.
  - b. Prohibit data synchronization to devices that are not capable to be encrypted or do not support the required security controls.
  - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile or electronic device that synchronizes Coway's data regardless of it being a Coway or personally owned device.
  - d. Remotely wipe any synchronized device that: has been lost, stolen or belongs to anyone whose services with Coway has been terminated.
  - e. Restrict access to any mobile application that poses a security risk to Coway's network.

#### **5.0 Doing Your Part – Personal Security**

- (i) You understand that where required, you may be assigned a unique identifier (e.g., 34 User ID) to trace your records of access and use of Confidential Information and that the identifier is associated with your personal data provided as part of the initial and/or periodic credentialing and/or contract verification processes.
- (ii) You will:
  - a. Use only your officially assigned User-ID and password.
  - b. Use only approved licensed software.
  - c. Use a device with virus protection software.
- (iii) You will never:
  - a. Disclose passwords, or access codes to others.

- b. Use tools or techniques to break/exploit security measures.
    - c. Connect unauthorized systems or devices to Coway's network.
  - (iv) You understand and acknowledge that Coway has the right to 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, [Name] \_\_\_\_\_ [NRIC No.] \_\_\_\_\_ hereby acknowledge that I have read and understood the Confidentiality & Security Information Policy stated above, and hereby accept and agree to be bound by the same.

\_\_\_\_\_

Signature Name:

NRIC:

Date:

*\*\* This is digitally signed Acknowledgment for CSI \*\**

## **Attachment 4**

### **Service Description**

## Attachment 4

### Service Description

#### Homecare Technician Description

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

##### 1. IMAGE OUTLOOK / DRESS CODE:

- a) You are required to dress in designated Homecare Technician attire when you are performing the Services and in engaging with Customers including any Coway-related activities.
- b) You are required in the performance of your Services to utilize Coway tools in the HT Backpack and Trolley Bag.
- c) You are required to dress in the designated Homecare Technician attire in a neat and well maintained manner.
- d) You are required to wear the designated Coway Identity Tag to identify yourself as a Homecare Technician appointed by Coway in the performance of the Services.
- e) You are required to take utmost care while handling the Care Service tools to avoid lost or damage.

##### 2. CARE SERVICE:

- a) You shall perform the Care Service upon the appointment arranged between the Customers and you.
- b) You shall conduct product sanitation; product cleaning in accordance to the Moment of Truth (MOT) steps designated by Coway as part of the Care Service.
- c) You shall ensure that your performance of Care Service is to the satisfaction of the Customers.
- d) You shall communicate the purpose of your visit to the Customers' premises upon every Care Service appointment.
- e) You shall pay a visit to the Customers' premises for product inspection within seven (7) days after the completion of the Care Service if the Customers raise any issues or concerns relating to After Service.
- f) You shall obtain an acknowledgement declaration from the Customers upon the completion of the Care Service by using the Coway Care Service / HT Service Care Apps.

##### 3. SALES:

- a) You are required to inform the Customers on Coway's latest updates such as the release of new products and promotions from time to time.
- b) You are required to inform the Customers on renewal of care service maintenance package upon expiry of their product warranty.
- c) You are required to submit all the requisite genuine Coway documents during the sales submission process.

- d) You are required to only sell Coway's products to the Customers.
- e) You are required to provide truthful information to the Customers when you are conducting sales; you are prohibited to provide false information that is misleading or misrepresenting the Customers.

#### **4. COLLECTION OF CUSTOMERS' PAYMENT:**

- a) You are required to monitor the Customers' rental payment from time to time.
- b) You are encouraged to collect the rental payment from the Customers in person if they are unable to make online payment for whatever reason.
- c) You are required to issue a temporary receipt upon receiving payment from the Customers.
- d) You are required to attend to any relevant agenda meeting at Coway's customer-side in relation to any rental payment collection matters together with any respective party involved.
- e) You will give reminder (via call, email, or text messages) to the Customers if there are any outstanding rental payments which is unpaid to Coway.

At the operations level with your designated work station, you are required to comply with the operation procedures which include but not to be limited to the following: -

#### **5. SUBMISSION**

a) **Payment:**

You must submit all the payments received from the Customers, together with the temporary receipts issued, to your designated work station not later than three (3) working days during Coway's normal working hours.

b) **Sales:**

You must submit all the relevant sales documents together with the temporary receipts issued which are genuine and not forged, to your designated work station during Coway's normal office working hours.

c) **Termination of the Agreement:**

You must return all of Coway's property which shall include but not limit to the Equipment and Uniform, to your designated work station during Coway's normal office working hours, upon the termination of the Agreement. You are liable to pay for any lost items or any damage caused to Coway's property as per cost of each individual item valued.

#### **6. TRAINING/BRIEFING:**

- a) You are encouraged to attend trainings conducted by Coway as a mean to upgrade or improve your customer service skills so that you are able to handle the Customers' enquiries in various situations.
- b) You are encouraged to attend any designated Coway activity organised by Coway and get consultation from them on the matters relating to the Service.
- c) You shall attend the premises of Coway on the dates notified by Coway as part of your obligations.



## 7. CLERICAL:

- a) You are required to assist the Customers to resolve any issues encountered by them during the submission of the required documents. Such documents required may include but not to be limited to the following: -
  - (i) Customer Particular Edit Form;
  - (ii) Rental Termination Form; and
  - (iii) Customer Feedback Form
- b) You are required to submit the said documents to your designated work station during Coway's normal office working hours.

## 8. SERVICE COMPLETION TARGET:

You are required to achieve certain performance targets as stated in the Agreement. The targets include but is not to be limited to the following: -

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

## 9. CUSTOMER COMPLAINT FOLLOW UP TARGET:

- a) You are required to make courtesy/appointment call to the Customers within 24 hours upon receipt of the complaints.
- b) You are required to make appointment with the Customers within 72 hours upon receipt of the complaints.
- c) You are required to resolve the Customers' issues within five (5) working days upon receipt of the complaints.

## 10. WARRANTY EXPIRY CUSTOMER TARGET:

- a) You are required to remind the Customers on the expiry of their warranty: -
  - (i) 1 month before the expiry month if the Customers have not signed up for a new service maintenance package; and
  - (ii) Within the expiry month if the Customers have not signed up for a new service maintenance package.
- b) You are required to inform the Customers on the expiry of their services: -
  - (i) 1 month before the expiry if Customers have not signed up for a new service maintenance package.
  - (ii) Within the expiry month if the Customers have not signed up for a new service maintenance package.

## 11. PERFORMANCE EVALUATION TARGET:

You are encouraged to achieve your Performance Target at 90% or above on a monthly basis utilizing the Homecare Technician Marketing Scheme as a guideline for target setting.

**12. DATA:**

- a) You are required at all times to not disclose Customers' personal information to any third party directly or indirectly.
- b) You are strictly not allowed to utilize Customers' personal information for any other purpose not related to the Services provided under the Agreement.

## **Attachment 5**

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

Date : 1<sup>st</sup> March 2021

To : COWAY (MALAYSIA) SDN. BHD.

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

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

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

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

I further agree:-

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

Thank you.