DATE

HTXXXXXX / CHT3XXX

NAME

ADD

ADD

ADD

POSTCODE STATE

email@email.com

Dear XXX,

Re: Contract of Service with Coway (Malaysia) Sdn. Bhd.

We are pleased to offer you a contract for service with Coway (Malaysia) Sdn. Bhd. ("**Company**") on the terms and conditions stated below and in the Schedule annexed to this contract as well as the Commission Scheme (hereinafter defined). The terms and conditions stated in the Schedule and the provisions in the Commission Scheme are deemed to be part of the terms and conditions of your contract with the Company.

1. <u>Definitions</u>

"Confidential Information" means any information, data or material of proprietary nature (whether such information is of a technical, financial, business, or other nature) relating to or disclosed by the Company to you in the course of the performance of the Services, which is, or should be reasonably understood to be, confidential or proprietary to the Company. Any such information, data or material disclosed by the Company to you, 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 you within the period allowed following such communication), will be deemed to be proprietary and confidential information of the Company.

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 the Company or its associate companies, and trade secrets including, without limitation, technical data and know-how relating to the business of the Company 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 the Company's policies and practices.

- 1.2 "Customers" means customers of the Company who have either purchased or rented the Products from the Company.
- "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.
- 1.4 "Products" means inter alia, water purifiers, air purifiers, and mattress offered for sale or rental by Coway.
- 1.5 "Commission Scheme" means the structure and plan that outlines the calculation of the sales and service commission payable by Coway to the HTM according to the HTM's performance/achievement of targets stipulated by Coway.

2. Nature of Contract, Commission Scheme, Remuneration and Benefits

- 2.1. The nature of your contract, the Commission Scheme, remuneration and benefits are as specified in **Schedule 1** of this contract. For the avoidance of doubt, any benefit(s) mentioned in this contract shall not be construed as a contractual benefit, but shall be a discretionary benefit in which the Company has the sole and absolute discretion to decide whether or not to grant or provide.
- 2.2. Your remuneration may be subject to statutory withholdings and deductions as required under law, including without limitation to, deduction for income tax, if applicable.
- 2.3. You also agree that the Company is allowed to deduct from your remuneration and benefits where applicable for any monies owed by you to the Company, including but not limited to any inadvertent overpayment of remuneration, outstanding loans, advances, costs of repairing and/or replacing any damage or loss to the Company's property caused by you, and any such monies owed by you to the Company. For the avoidance of doubt, the Company shall, at its sole discretion, determine such cost of repairing and/or replacing any damage to or loss to the Company's property.

3. Conditional Appointment

- 3.1. You hereby agree, represent and warrant to the Company that:
 - (a) Your spouse is not and will not enter into any employment or any kind of contractual/business arrangement howsoever with a competitor of the Company

- during the tenure of your contract with the Company;
- (b) All information and documents represented and furnished to the Company during the application process are true, accurate and complete; and
- (c) You have disclosed fully and frankly any and all circumstances that may be reasonably deemed to have a material influence on the Company's decision to contract with you or impair your ability to discharge your duties and responsibilities hereunder.
- 3.2. Your contract is subject to the above conditions, save where the Company has provided written approval to exempt you from any of the conditions stated in Clause 2.1. For the avoidance of doubt, the Company shall be entitled to impose any conditions upon the grant of its written approval which you shall agree to comply with.
- 3.3. In the event that any of the representations or warranty as stated in Clause 2.1 above is found to be untrue at any material time, this contract is deemed null and void and there shall be no valid agreement for the appointment between you and the Company. For the avoidance of doubt, cessation of your employment with the Company will subject you to Clauses 7.2, 7.3, 7.4 and 7.5 below

4. <u>Contractual Obligations</u>

- 4.1. Other than the specific duties spelt out or by your immediate supervisor, you are expected to perform and undertake all such duties, acts or things that are normally to be performed or undertaken in the capacity in which you are contracted for and to observe all Company's rules, regulations and policies that may be issued from time to time as well as any other expressed or implied terms and conditions of contract.
- 4.2. During your tenure of contract, you shall well and faithfully serve the Company with due care, prudence and diligence, and use your utmost endeavours to protect and promote its interests, and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.
- 4.3. You shall not, during the tenure of your contract, engage in any other employment or activity, in the absence of prior written approval from the Company (which may be withheld by the Company at its sole discretion).

5. Renewal

5.1. You fully understand that your position in the Company is dependent on your performance. You agree that if you fail your evaluation, the Company reserves the right not to renew your contract of service.

6. <u>Company's Policies</u>

6.1. In addition to the terms and conditions contained herein, you shall at all times during the tenure of your contract be subjected to such existing general terms and conditions of service as set out by the Company in the Compliance Handbook, policies, guidelines, and other rules and regulations issued by the Company from time to time, including but not limited to the Company's Business Ethics & Compliance Guideline. Your contract is subject to your compliance with all terms and conditions of all such Company's rules and

practices, either expressed or implied, for the time being in force and to be enforced from time to time.

6.2. The Company reserves the right to add, delete, modify or vary benefits, or the terms and conditions applicable thereto from time to time with appropriate notice provided. The Company may provide benefits to you in accordance to the Company's prevailing policies and benefits program. Notwithstanding, you will have no contractual right to the benefits provided by the Company. All benefits provided by the Company are provided subject to the terms and conditions imposed by the Company and/or third party providers. You shall not be entitled to any compensation for the loss, or prospective loss, of benefits arising from any legal action taken against the Company, including, without limitation to, termination of this contract. The Company's rights to take any legal actions shall not be restricted or fettered by the existence of any benefit policy.

7. Coway's Code of Conduct

- 7.1. You shall at all times during the tenure of this contract abide by the Company's Code of Conduct ("Code") and agree that the provisions of the Code are fair and reasonable. You agree and acknowledge that the Company shall have the right to vary the terms and conditions of such Code. In the event of a breach of the provisions of the Code, the Company is entitled to take necessary action including, where appropriate, the termination of your contract with the Company either with immediate effect or with notice. A copy of the Code is attached to this contract in Schedule 2.
- 7.2. You agree to comply with all applicable laws, regulations, and governmental orders of Malaysia, now or hereafter in effect, relating to your contract with the Company, which you confirm that you have read and understood, prohibiting bribery and improper payments and requiring strict compliance with the Malaysia Anti Corruption Commission Act 2009.
- 7.3. Without limitation to the foregoing, you represent and warrant that you have not, and shall not at any time during your contract with the Company, 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 Company's business.

8. Clause for Demotion

You fully understand that your position in the Company is dependent on the achievement of your performance target. Therefore you agree that the Company is entitled to demote you to a lower position in the event the said target is not achieved.

Your performance target and demotion plan will be given to you separately from this contract but which shall form an integral part of this Contract.

9. <u>Termination</u>

- 9.1. Your contract with the Company may be terminated if you commit the following:-
 - (a) Breach the Code;
 - (b) Fail to rectify non-achievement of the minimum performance requirement as stipulated in the Commission Scheme in accordance with Clause 9.2.
- 9.2. In the event that you fail to achieve the stipulated minimum performance, the Company will first notify you of such failure and you shall be afforded a period of time to rectify such failure. If you fail to rectify/improve your performance to the satisfaction of the Company within the time frame afforded, the Company shall reserve the right to terminate this contract as provided under Clause 8.1 above.
- 9.3. Upon the termination of this contract, you shall immediately:-
 - (a) Return all Confidential Information whether embodied or recorded in a tangible form which is in your possession; and
 - (b) Return all the Products entrusted to you/in your possession in its original packaging without damage in any way whatsoever; and
 - (c) Return all tools, the HT bag, and the HT uniforms provided by the Company in a good condition.
- 9.4. In the event that any item specified in Clauses 9.3(b) and (c) are not returned to the Company or where they are damaged, you agree that the Company shall have the right to deduct the cost of the unreturned or damaged property from the commission payable to you or from any other claims or remunerations due to be paid to you. In the event there is no commission or remuneration due to you, such sums payable by you to the Company shall be a debt owed to the Company and the Company shall have the right to commence legal action to recover such sums if they remain outstanding.
- 9.5. Where the termination of your contract is not by reason of breach of the Code or any other fault on your part, upon the fulfilment of Clause 8.3 above and subject to Clause 8.6 below, any commissions, where applicable, is due and payable in accordance with the Commission Schemes shall be paid to you within one (1) month after the termination of this contract.
- 9.6. In respect of commission derived from rentals, the commission shall be payable upon receipt of the monthly rentals from Customer. In the event that the Customer ceases to pay the rentals or defaults in payment of the monthly rental then the said commission derived therein shall cease immediately following such default. Upon the termination of your contract with the Company, and where applicable, any commissions derived from rental periods after the date of termination of contract shall also cease to be payable to you.
- 9.7. In the event this contract is terminated pursuant to Clause 9.1(a) as a result of fraudulent or dishonest conduct on your part, any commission or earnings derived from such conduct shall not be paid to you, and you shall reimburse the Company for such sums already paid to you, immediately upon termination of this contract.

9.8. Upon termination of this contract for any reasons whatsoever, you are not allowed to rejoin the Company in any position, regardless whether for full time or part time, within six (6) months from the last day of the contract or such other period of time as the Company may deem fit. In the event of termination by reason of breach of the Code of, you are not allowed to return to the Company for any reasons whatsoever.

10. Non-Conflict of Interests

- 10.1 You undertake and warrant that your spouse is not and will not be under any employment or any kind of similar arrangement with any competitor of the Company during the tenure of this Agreement.
- 10.2 During the tenure of this Agreement, you shall not directly or indirectly: -
 - a) become engaged or be concerned in the condition of, or conduct business with any organization in competition with the Company or any of its associated companies. For the avoidance of doubt, you 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 the Company within Malaysia;
 - b) solicit or entice away from the Company any person who is or has been during the term of this Agreement and one year thereafter, a customer of the Company; or
 - c) 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.
- 10.3 You 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 the Company or any of the Company's associated companies.
- 10.4 In the event where you have committed any act which is in breach of this Clause, the Company reserves the absolute right to immediately terminate this Agreement with or without notice given to you.

11. Confidentiality

- 11.1 As a recipient of the Confidential Information, you agree 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;
- 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 the Company;
- 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 the Company 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 the Company for any breach of confidence caused by you, including without limitation to, claims by third parties as well as any legal costs incurred as a consequence.
- 11.2 Upon expiration or termination of this Agreement, as requested by the Company, you shall either certify the destruction of, or return to the Company, 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.
- 11.3 This Agreement imposes no obligation on you with respect to Confidential Information that:
 (a) is or becomes a matter of public knowledge through no fault of you; (b) is rightfully received from a third party without a duty of confidentiality; (c) is independently developed by you 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 you.
- 11.4 Without prejudice and in addition to you other obligations under this Clause, you shall also comply with the Company's Confidentiality & Security Information Policy ("CSI"), as contained in Attachment 3 at all material times.
- 11.5 This Clause shall survive after the expiry or termination of this Agreement for whatever reasons.

12. <u>Intellectual Property Ownership</u>

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

13. <u>Breach of Covenants</u>

- 13.1. For the avoidance of doubt, where you have made representations and warranties, and/or where there is a clear stipulation that such terms are undertakings and obligations on your part, these are deemed to be covenants made between you and the Company. This specifically includes, without limitation to, Clauses 2, 3, 5, 6, 7, 8, 9, and 10 above.
- 13.2. It will be deemed a breach of covenant in the event that:-
 - (a) Such representations and/or warranties made by you is hereafter found to be incorrect in any material aspect; and/or
 - (b) There is a breach of any undertakings, obligations or stipulations by you.
- 13.3. In such a breach, the Company shall have the right at its absolute discretion to act as it

- deems fit, to review, suspend or terminate your contract as the Company deems fit.
- 13.4. Notwithstanding and without prejudice to any other provisions in this contract, the Company shall have the right to commence any legal proceedings against you for any breach of covenant committed by you for damages, recovery of any losses and any Court relief as the Company deems fit.

14. Fraternization

14.1. The Company takes a strong view against fraternization within the organization as such a practice may affect the work environment negatively. If the Company discovers that a related person including a spouse, romantic partner, sibling or any other relative ("Related Person") is working in the same branch or organization as you are, the Company reserves the right to transfer you or the said Related Person to another branch or organization as Company deems fit.

15. Transfer, Relocation and Variation

- 15.1. The Company has the right to second or transfer you to any company with which it may be involved in any manner (whether directly or indirectly), whether such secondment or transfer be full time or part time. The Company reserves the right to not continue to bear your remuneration in the event of such a transfer/secondment. The Company has the right to relocate from the present premises to other locations where the Company has a presence, as well as the right to transfer you to another related company and/or to require you to assume different and / or additional roles and responsibilities.
- 15.2. The Company reserves the right at any time to amend or add to the above terms and conditions of your contract as and when it in its sole discretion deems fit including (without limitation) to take into account Company policies, the needs of the business or new or amended legislation.

16. Notices

16.1. All notices, memorandums, requests, documents or other communications in connection with this contract shall be in writing and shall be delivered by normal post, facsimile or electronic mail to the addresses or destinations specified in this contract unless otherwise notified by either party in writing on the change of address(es), whether it is a residential address or electronic mail address. Any communication in given in accordance to this clause will be deemed as good service.

17. Personal Data Protection Act 2010

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

18. <u>Severability</u>

18.1. In the event that any provision in this contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the terms and conditions for this contract shall continue in full force and effect without the said provision.

19. <u>Entire Agreement</u>

19.1. This contract supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This contract constitutes the full, complete and exclusive agreement between you and the Company, its officers, employees and its affiliates with respect to the subject matters herein.

We would like to welcome you to our Company and look forward towards your contribution towards the success of the Company's business.

Please indicate your acceptance of offer by signing at the space provided below and returning one copy to us as soon as possible. Please contact us should you have any questions or if you would require any clarification.

Yours faithfully, Coway (Malaysia) Sdn. Bhd.

Choi Ki Ryong, Kyle Managing Director

I, **XXX XXX (NRIC No: xxxxxx-xx-xxxx)** hereby acknowledge and agree to the above terms and conditions, including all the Schedules and Attachments annexed to this contract.

Signature Name: Date:

SCHEDULE 1 Nature of Contract, Service Description, Remuneration and Benefits

Nature of Appointment	Fixed term for a period of 12 months
	For the avoidance of doubt, upon the expiry date of your contract with the Company, that will be your Final Date with the Company. Any further contracting period will be upon an application from you and the Company will have the sole discretion to accept your application for a further term in which case a fresh contract will be signed by both parties.
Term of Contract:	Commencement Date: DD-MM-YYYY
	Expiry Date: DD-MM-YYYY
Commission Scheme:	A written document which shall form an integral part of this contract and will be shown or otherwise communicated by the Company to you from time to time. The Commission Scheme will include but is not limited to: (i) your minimum performance targets as well as service description; and (ii) payable commission and/or allowance subject to further conditions as stipulated in the document. For the avoidance of doubt, the Company may provide different Commission Scheme to different individuals and the Company has the sole and absolute discretion to determine which Commission Scheme you are subject to and will provide you with a copy of the same. Notwithstanding any provision otherwise, the Company reserves the sole and absolute right to revise or amend the Commission Scheme from time to time.
Place of Work:	Your place of work will be at BRANCH at designated Coway Branch.
	You may be required to work at any of our premises or branches or at the premises of our clients, customers, suppliers or associates within Malaysia from time to time.
Working Hours:	You shall report to your place of work from 9.00am – 6.00 pm on normal working days.
Additional Benefits:	Contributions for EPF and SOCSO, and deductions for income tax and any other amounts required by the law or authorised by yourself and agreed to by the Company shall be made.
Leave of Absence:	You are allowed to have a leave of absence of up to 10 days per calendar year, to be pro-rated in accordance to length of service.
Sickness:	In the event of sickness, you will only be given permission not to carry out the obligation under this contract upon presentation of a valid medical certificate on the days stated in a medical certificate from panel clinics recognised by the Company. You can take up to 14 days per contract year, which is pro-rated in accordance to the length of service.
Public Holiday:	You will be entitled to take a break on public holidays as gazetted by the Federal Government and the State Government in which you are located. There will be no additional remuneration paid to you should your duties be carried out on Public Holidays as it is deemed as part of your contractual obligation.
Claims for Medical Treatment of Mild Illness	You will be able to submit claims for medical treatment of mild illnesses which does not include dental, optical, maternity and specialist treatment and other serious illness at panel clinics acknowledged by the Company, up to a sum of RM50.00 per visit to the clinic. Any approval for such claims to be paid to you shall be at the sole discretion of the Company. Any claims for treatment sought from other registered general practitioners, government hospital or clinics in cases of emergency for mild illnesses shall be considered at the sole discretion of the Company to accept and approve.

CODE OF CONDUCT

1. STANDARD BUSINESS CONDUCT

If found committed any of the conducts below, you shall be subjected to counselling sessions and/or penalty. Further repeat could lead to (1st, 2nd & 3rd) notice to rectify as a warning, or any warning letter issued to you where applicable before any further action taken by Coway in accordance to the terms of the your agreement with Coway.

- Failure to obey directions.
- Inefficiency that might cause low productivity.
- Any action contrary & prejudicial to the Coway's operating procedures.
- Contravention of any Coway regulations, policies, as enforced and notified to you in writing from time to time.
- Ceasing work prior to fulfilment of the requisite contracted time.
- Loitering & Malingering
 Late attendance for duty, meeting and/or training.
- 1.8 Negligence that cause accident/injury to oneself or other person(s).
- 1.9 Absence without properly informing Coway.
- 1.10 Leaving place of service when obligated to be there.
- 1.11 Inciting or aiding another person in the Coway organization to commit any one of the offences listed above
- 1.12 Improper dress code during service hour and at any Coway event.

2. MAJOR MISCONDUCT

If found committed any of the conducts below, you shall be issued a written warning and/or subjected to further action by Coway in accordance to the terms of your agreement with Coway, including termination of your contract with Coway.

- Gross inefficiency
- Willful refusal to carry out obligations and/or instructions where applicable.
- Sleeping whilst on duty, meeting and/or training.
- Engaging in any form of gambling or card-playing whether for money or not whilst carrying out obligations for Coway. Unauthorised collection of sales proceeds or rentals in the 2.4
- Coway premises or engaging own business.
- Exhibition notices, handbills or circulating unauthorized papers and documents which are not issued by Coway.
- Persistent contravention of Coway's rules and regulations.
- Misbehaviour resulting in a breach of the Coway rules & regulations.
- 2.9 Where applicable to you, defacing or failing to clock in/out the timecards
- 2.10 Engaging in any form of business within the Coway premises and during hours of services.
- Pasting, altering or removing any items on the notice boards without authority
- Spreading rumours & making false, malicious statement about any employee, Coway or its products.
- 2.13 Deliberately slowing down work on inciting others to do so.
 2.14 Absence for Coway level meeting or any notices requiring attendances at the premises as notified without any valid reasons in breach of your agreement.
- 2.15 Wilfully mislead or misrepresent to customers on Coway's sale policies, service regulations terms and conditions.
- 2.16 Accompanied by unauthorized persons to conduct sales and services
- 2.17 Fail to comply with Coway instructions or procedure when issuing temporary receipt (TR).
- 2.18 Proxy sales
- 2.19 Pay on behalf of customer without authorization from Coway.

3 GROSS BREACH

If found committed any of the offences below, you may be subjected to penalty and/or termination of your agreement with Coway.

- Wilful insubordination
- Consuming or possession of alcohol beverages and/or illegal drugs or narcotics in the Coway premises.
- Stealing or attempting to remove any Coway's property. Damaging the Coway's property and/or its products with iintention.
- Removing any Coway's property and/or its products without 3.5 authorization.
- Inciting other contractors to act on Item 3.1 to 3.5 herein.
- Interference of hindrance to Coway's business or process.
- Bringing about disrepute to the Coway and/or its management/staff's good image, including media publicity or other means.
- 3.9 Gross breach of a material obligation.
- 3.10 Forging medical certificates or other official documents to defraud Coway.
- Any immoral or illegal acts within the Coway's premises.
- 3.12 Holding unauthorized meetings on the Coway's premises
- 3.13 Where applicable, participating in an Unlawful strike or picketing and/or refusal to carry out any obligations under your agreement with Coway
- while coercing others to join you in your refusal. Where applicable, instigating industrial action among employees of the Company.
- Passing on secret or confidential records or information of or concerning Coway to the Coway's competitors or any outside
- 3.16 Bringing out & selling goods belonging to the Coway without prior consent/authorisation.
- Violence, abuse, assault, or threatening to harm or injure other employees within the Coway or outside the Coway premises.

 3.18 Sexual harassment or any attempt to do so.
- Deliberate misrepresentation of facts to obtain employment/contract/promotion or other material or nonmaterial advantage in the Coway.
- 3.20 Conviction & imprisonment for any criminal offence by a Court of Law.
- Failed to reveal any serious infections or contagious disease (e.g Hepatitis, Aids and Tuberculosis) which may bring harm or danger to other employee.
- 3.22 Fail to submit payment from customer to the Coway within 3 working days form the date of receipt of payment.
- 3.23 Signing on behalf of customer without customer consensus or forging customer signature on job sheet or invoice or purchase order.
 3.24 Production of fake documents or falsifying documents to
- mislead the Coway.
- Wilfully or negligently misrepresent or falsifying information contained in Coway's documents.

 3.26 Sale of consumable items without notifying Coway.
- Fail to comply with Coway's directions or procedure when handling customer's payments.
- 3.28 Accepting sales from terminated Health Planner/Cody/HT.
- Attempting and/or soliciting any persons within the Coway organisation from their obligations to Coway to join another competitor of Coway.
- Solicit or hold meeting or whatsoever with any competitors of the Company
- Sharing competitors' business plan or whatsoever to the organization
- Posting or sharing any competitors' information of the Company throughout social media or whatsoever. Selling and/or promoting Company's competitors and products.

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 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;
 - 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
 - I) 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.

ô.	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.
	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*