

Date: 28/04/2025

PRIVATE & CONFIDENTIAL

YEAP SOON LEE

14, Solok Merpati,
Taman Transkrian,
14300 Nibong Tebal
Pulau Pinang

Dear Yeap Soon Lee,

OFFER OF EMPLOYMENT – PRINCIPLE PHYSIOTHERAPIST

With reference to the above the M Lab Physiotherapy and Rehabilitation Centre, is pleased to offer you the position of Managing Director according to the following terms and conditions:

1. COMMENCEMENT OF EMPLOYMENT

- a) Your employment with M Lab Physiotherapy & Rehabilitation Centre shall commence on **01/05/2025**. You will report directly to the **Ooi Yu Hang – Managing Director**, or such other person as may be appointed from time to time.

2. PROBATIONARY PERIOD

- a) You will be placed on a three (3) month probationary period effective from your commencement date.
- b) During probation, either party may terminate this agreement by giving one (1) month's written notice or one (1) month's salary in lieu of notice, without assigning any reason.
- c) Upon satisfactory completion of probation, your employment will be confirmed in writing. The company may extend the probation period if necessary.

3. WORKING HOURS

- a) You are required to work six (6) days per week, with a maximum of eight (8) hours per day, not exceeding forty-eight (48) hours per week, in accordance with the Employment Act 1955.
- b) You may be required to work on weekends or public holidays. Time off in lieu may be granted at management's discretion.

4. CONDITION OF SERVICE

- a) Remuneration:
 - i. Your gross salary shall be **RM 150 per hour**
 - ii. Any further increment and bonus compensation applying your best efforts in discharging your responsibility with care, skill, and diligence

5. LEAVE ENTITLEMENTS

a) Annual Leave

Upon confirmation, you will be entitled to paid annual leave as follows, in line with Section 60E of the Employment Act:

- i. 8 days per year if employed for less than 2 years (Pro Rata)
- ii. 12 days per year if employed for 2–5 years (Pro Rata)
- iii. 16 days per year if employed for more than 5 years (Pro Rata)

b) Public Holidays

You are entitled to a minimum of 11 paid public holidays annually, including five (5) compulsory holidays under the Employment Act. (Pro Rata)

c) Sick Leave

- i. You shall be entitled to 14 days of paid sick leave per calendar year if no hospitalisation is necessary. If hospitalisation is required, you shall be entitled to up to sixty (60) days of paid hospitalisation leave per year, inclusive of the 14 days ordinary sick leave.
- ii. All sick leave must be certified by a registered medical practitioner approved by the Company, and hospitalisation must be confirmed in writing by the attending doctor.

6. MEDICAL BENEFITS

- a) You shall be entitled to outpatient medical benefits up to RM1,000 per calendar year, at panel clinics or as approved by the Company.

7. INCOME TAX

- a) You are responsible for your own income tax obligations under the Income Tax Act 1967. All payments made by the Company will be reported accordingly.

8. STATUTORY CONTRIBUTIONS

- a) **EPF:** Contributions will be made in accordance with the Employees Provident Fund Act 1991 – currently 11% (employee) and 13% (employer), or as amended by law.
- b) **SOCSSO/EIS:** Contributions will be made as per the Employees Social Security Act 1969 and Employment Insurance System Act 2017.

9. CONFIDENTIALITY CLAUSE

- a) You shall not divulge or share any information, methods, procedures, or systems used by the Centre in relation to patient care, treatment plans, performance reporting, or any proprietary processes developed by the Centre with any third party, including competitors, other clinics, or organizations, during or after your employment.
- b) For the avoidance of doubt, Confidential Information includes but is not limited to: treatment protocols, clinical methodologies, patient data, health records, trade secrets, technical and business information, proprietary systems, software, databases, access credentials (e.g., keys, passwords, certificates), business plans, contractual terms, strategic approaches, research findings, and any other non-public information relating to the Centre, its patients, employees, affiliates, or operations.
- c) You are required to immediately inform the Centre of any potential or actual conflicts of interest that may arise during your employment.
- d) Upon request by the Centre, you shall promptly return and/or destroy all physical and digital records, copies, or representations of Confidential Information in your possession and confirm the same in writing.
- e) You are responsible for maintaining appropriate security measures at all times to prevent unauthorized access, use, or disclosure of Confidential Information, except where expressly permitted in writing by the Centre.
- f) All Confidential Information remains the exclusive property of the Centre or the respective parties from whom such information originated.

10. Recourse

- a) If you have any grievance related to your employment, you shall first raise it either orally or in writing to the Managing Director (or such person designated by the management). The Managing Director may, at their discretion, take such steps as deemed appropriate to address and resolve the grievance in a fair and timely manner.

11. Notice

- a) Notice may be given by either party by letter addressed to the Clinic Manager at the Centre's current office address, in the case of the Centre, and to your last known residential address, in the case of the employee.
- b) Any notice given by letter shall be deemed to have been served at the time the letter would ordinarily be delivered by post, or upon delivery if delivered by hand. In proving service by post, it shall be sufficient to show that the notice was properly addressed and posted.

12. TERMINATION

- a) Your employment may be terminated by either party by giving the other two (2) months' written notice, or two (2) months' salary in lieu of notice.
- b) M Lab Physiotherapy & Rehabilitation Centre shall have the right to terminate this Agreement immediately, without liability for further remuneration, compensation, damages and/or redundancy pay, upon the occurrence of any of the following events:
 - c) You commit a breach of this Agreement and fail to remedy such breach within thirty (30) days of receiving written notice from the Centre;
 - d) You fail to fulfil any of your duties and responsibilities under this agreement, or are negligent in performing your role, and do not rectify the issue within a reasonable timeframe specified in writing by the Centre;
 - e) You consistently fail to meet performance expectations set by the centre and have been issued at least one (1) formal warning;
 - f) You are unable to perform your duties due to illness, injury, incapacity, or other cause for an aggregate period exceeding three (3) months within any one (1) year;
 - g) A receiving order in bankruptcy is made against you, or you enter into any arrangement or compromise with your creditors;
 - h) You are convicted of a criminal offence by a court of law, whether under the Malaysian Penal Code or any applicable law;
 - i) You are found guilty of negligence, incompetence, or misconduct that negatively affects the interests of the Centre or its patients;
 - j) You engage in any conduct or activity that damages the reputation of the Centre;
 - k) You commit any serious or repeated breach, or fail to comply with the terms of this agreement.

13. ADDENDUM

- a) The parties agree that any additional terms and conditions may be set out in an Addendum to this Agreement.
- b) In the event of any inconsistency, ambiguity, or conflict between the provisions of this Agreement and those in the Addendum, the terms and conditions in the Addendum shall prevail to the extent of such inconsistency or ambiguity.

14. GENERAL

- a) You shall serve the Centre in your designated capacity, applying your best efforts, skill, care, and diligence in the performance of your duties. You are expected to devote your full time

and attention to the service of the Centre, and to conduct your responsibilities faithfully and honestly at all times. You shall wear attire and utilize equipment as approved by the Centre, including branding or logos where applicable during official functions, outreach programs, or events.

- b) You are expected to uphold high standards of professionalism, demonstrating appropriate conduct, integrity, and discipline in accordance with the ethical codes and professional standards governing physiotherapy practice in Malaysia.
- c) You shall comply with all policies, guidelines, and directives issued by the Centre, as well as uphold the terms of any agreements the Centre may hold with external partners, affiliates, or sponsor
- d) You must exercise responsible care in the use and management of the Centre's property, facilities, and assets, ensuring they are protected from damage or misuse.
- d) You are expected to actively uphold and promote the positive image, reputation, and integrity of the Centre in both professional and public settings.
- e) You agree, without additional compensation, to allow the Centre and its approved partners to use your name, image, and likeness for internal communications, promotional materials, and marketing purposes related to the Centre's services and activities.
- f) You may be requested to participate in events, health campaigns, or promotional activities organized by the Centre to support its outreach and development objectives.
- g) You shall not enter into any agreements, contracts, or collaborations related to your professional work without obtaining prior written approval from the Centre.
- h) You are required to seek prior consent from the Centre before participating in any external promotional activities, advertisements, or public appearances unrelated to your employment with the Centre.
- i) You shall refrain from participating in any non-Centre-affiliated workshops, seminars, training sessions, or clinical activities unless prior approval has been obtained.

Please indicate your acceptance of the attached offer of appointment by signing and returning the duplicate copy of this letter.

Yours faithfully,

M Lab Physiotherapy & Rehabilitation

Ooi Yu Hang
Managing Director
M Lab Physiotherapy & Rehabilitation Centre



Acknowledgement of Acceptance

I, **Yeap Soon Lee (NRIC NO.....)** upon reading the above terms and conditions of my employment acknowledge acceptance.

..... (Signature) (Date)