



Chirokinesis Healthworks Sdn Bhd (1035980K)
Block 19-3, Plaza Damansara
Jalan Medan Setia 1,
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50490 Kuala Lumpur, Malaysia.
Mobile: +6018-9828539

20 November 2024

PRIVATE & CONFIDENTIAL

SAKINA BINTI ISMAIL @ YUNOS
D-23-3A Residensi Pandanmas 2
Lorong Delapan, Kampung Pandan,
55100, Kuala Lumpur

Dear Sakina Binti Ismail @ Yunos,

APPOINTMENT AS PHYSIOTHERAPIST

We are pleased to offer you employment under the following terms and conditions:

1. DESIGNATION

You will be designated as **Physiotherapist**.

2. COMMENCEMENT OF WORK

You shall commence work on **19 December 2024**.

3. MONTHLY REMUNERATION

Your monthly **basic salary is RM3,500.00** (Ringgit Malaysia : Three Thousand Five Hundred Only).

Upon successful completion of your probationary period, you will be entitled to a monthly commission, in addition to your basic salary, based on Care Plan Sales and Gross Treatment Charges for the patients treated by you for the duration of the employment contract.

Calculation of the monthly commission is as below:

Care Plan Sales	% of Commission
RM 0 - RM 9,999	NIL
RM 10,000 - RM 14,999	3%
RM 15,000 - RM 24,999	5%
RM 25,000 and above	10%

For Care Plan sales below RM10,000, no commission is provided. The target is to achieve at least RM10,000 to qualify for the commission. Once sales reach RM10,000, a 3% commission applies to the range of RM10,000 to RM14,999. For sales between RM15,000 and RM24,999, the commission increases to 5%. For sales exceeding RM25,000, a 10% commission is earned.

For example:

- a) If Care Plan sales achieved during the month amount to RM12,000, the commission payable is RM360.00 (RM12,000 x 3%).
- b) If Care Plan sales achieved amount to RM16,000, the commission payable will be RM500.02 (RM14,999 x 3% + RM1,001 x 5%).

Gross Treatment Charges	% of Commission
RM 0 - RM 15,000	3%
RM 15,001 - RM 24,999	5 %
RM 25,000 and above	10 %

The commission structure for Gross Treatment Charges is tiered as follows:

- For Gross Treatment Charges between RM0 and RM15,000, a commission of 3% applies.
- For charges between RM15,001 and RM24,999, the commission rate increases to 5%.
- For charges of RM25,000 and above, a commission of 10% is applied.

Each tier's commission is calculated only on the amount within that specific range.

Commission payments, if due, shall be payable in arrears on or before the 30th day of the following month.

You hereby undertake to keep in confidential all the information related to your remuneration and all other financial benefits provided to you by the Company for the entire duration of this contract and upon its cessation. You should not disclose the same to any employee of the Company and/or any third party.

4. WORK BASE / LOCATION

Your work base shall be at, Block 19-3, Plaza Damansara, Jalan Medan Setia 1, Bukit Damansara, 50490 Kuala Lumpur or such other places of work as decided by the Management.

5. EMPLOYEES PROVIDENT FUND & SOCSO

Monthly contribution to the Employees Provident Fund (EPF) & SOCSO shall be at legislated statutory rate.

6. MEDICAL EXAMINATION

Your employment will be subjected to you passing the medical examination by our Company Doctor with satisfactory reference.

7. PROBATIONARY PERIOD

You will have to undergo a probationary period of six (6) months from the date of commencement of your employment with the Company.

During the period of probation, an appraisal will be conducted by the Company to assess your performance as well as conduct and character to ascertain your suitability for the position. The Company shall have the discretion to extend the probationary period or terminate your services based on your overall performance (including conduct and character). Payment of salary will be until your last working day for non-confirmation of service.

On successful completion of your probationary period, you will be given a letter of confirmation.

8. ANNUAL INCREMENT

Annual increment will be based on your performance and will be at the sole discretion of the Company.

9. TRANSFER / SECONDMENT

The Company has the sole discretion to second or transfer you to any associated company, and/or subsidiary, affiliate and/or brand office of the Company, existing as of now and in the future, locally or overseas, from time to time, if it is deemed necessary and you hereby acknowledge that you are entering into this appointment with the full knowledge and acceptance of the Company's right to assign as aforesaid.

10. TERMINATION

The party that intends to effect the termination of service during the probationary period shall give to the other three (3) months' written notice or the equivalent of three (3) months' salary in lieu of such notice.

Upon confirmation, employment may be terminated by giving three (3) months' written notice or the equivalent of three (3) months' salary in lieu of such notice. Such notice shall be given by the party that intends to effect termination.

Notwithstanding the above, your employment may be terminated by the Company at any time without notice or salary in lieu in the event of misconduct. The Company may summarily dismiss you for any misconduct or action that is inconsistent with the expressed and/or implied condition of service. Such dismissal also applies during the period of probation. Payment of salary will be until your last working day for such termination.

11. RETIREMENT AGE

The retirement age for all staff is sixty (60). In the absence of a birth certificate, the date of birth as shown in your identity card shall be deemed to be the date of birth for the purpose of determining the retirement age.

12. RESPONSIBILITIES

You shall report to Clinic Director or any other person designated by the company.

12.1 Job Functions

- (i) Providing physiotherapy services and taking them through the programmes safely and effectively (the "Services")
- (ii) Conduct Health Talk / Workshops
- (iii) Prepare Weekly Blogs on various health related topics
- (iv) Prepare Articles for magazines as requested by the Company
- (v) Prepare Film and videos as requested by the Company
- (vi) Submit monthly action plans for client acquisition
- (vii) Attend and contribute to weekly staff meetings
- (viii) Fulfill targets and quotas as set forth by the Company
- (ix) Carry out your duties and actions in compliance with the Company's protocols, procedures, rules and regulations, guidelines, all governing laws, regulations and directives, and in co-operation with fellow staff members.
- (x) In addition to your normal duties, you may be required to undertake other duties from time to time, inclusive of administrative duties.

13. WORKING HOURS / DAYS

Your working hours shall be 40 hours per week.

Working hours 8am-5pm from Tuesday till Sunday.

Your off day will be on Monday only, you are expected to work beyond the normal hours as may be necessitated by the demands of your job or at other times as may be required by the Company. The Company reserves the right to vary the working hours and/or days and commencement time, when necessary.

14. BENEFITS

14.1 Annual Leave

Your annual leave entitlement shall be:

Below five (5) years' continuous service : 15 working days

Five (5) years' continuous service : 18 working days

Annual leave is to be taken at such reasonable time or times as may be approved by the Company.

Any leave not taken by you in any one contractual year each year shall only be carried forward up to half of the entitled days and be utilized by 30th June of the following year.

14.2 Public Holidays

You shall be entitled to paid public holidays as gazette by the Government.

Replacement leave will be given if the Public Holidays fall on off day, which is Sunday. Replacement leaves need to be utilized within the year. Any unutilized replacement leave for the year will not be carried forward to the following year.

14.3 Medical Leave

You shall be entitled to **fifteen (15) days of medical leave** per year, subject to submission of a sick certificate issued by a medical practitioner certifying your inability to work.

14.4 Hospitalization Leave

You shall be entitled to paid hospitalization leave of 60 days (inclusive of medical leave taken) per year. In the event that hospitalization leave is exceeded for any reason, corresponding salary deductions will be made in respect of such excess leave.

14.5 Outpatient Medical

You and your accompanying dependents shall be entitled to claim for outpatient medical expenses, including specialist treatment, supported by original medical bills and/or receipts. The maximum outpatient medical per year is **RM1,500.00** or pro-rated accordingly for the period thereof.

Out of this annual entitlement, you may utilize up to a maximum of **RM300.00** for dental benefits. The dental benefits is not extended to your dependents.

Each claim to the Company must be presented with an accompanying official receipt from the health provider's office.

14.6 Group Hospitalisation & Surgical Insurance

You shall be covered for hospitalization and surgical treatment under the Company's Group Hospitalisation & Surgical Insurance Scheme, details of which are show in the attached schedule. All medical expenses incurred and which are not payable under the insurance scheme for whatever reasons, shall be personally borne by you.

14.7 Group Personal Accident Insurance

You shall be covered under the Group Personal Accident Insurance Scheme 24 hours a day worldwide in the event of death or permanent disablement as a result of injuries suffered in accidents. The insured sum shall be equivalent to 48 times your monthly basic salary.

15. TAXES

- A The employee is responsible for and shall pay any and all tax liabilities including tax-on-taxes which may arise on account of all remuneration, perquisites and benefits-in-kind paid and provided by the terms and conditions of the Employee's contract of employment, as per the Malaysian Income Tax Act 1967.
- B In the event that the employee has other taxable income, it is the responsibility of the Employee to declare this income and to pay the tax thereon.
- C In accordance with Section 83(3) of the Malaysian Income Tax Act 1967, upon the termination of service, the Company shall withhold whatever monies due to the Employee until clearance is obtained from the Malaysian Income Tax Department. The Employee is responsible to clear his own tax.

16. CONFLICT OF INTEREST

The Employee agrees during the term of this contract not to engage in any business or occupation part-time or otherwise, other than as full time Employee of the Company and not to engage in any other activity which would be in conflict with the Employee's responsibilities under this contract.

17. CODE OF CONDUCT AND ETHICS

You shall be required to comply with the terms and regulations of the Code of Conduct and Ethics of the Company. Failure to comply with the Code of Conduct and Ethics shall subject you to disciplinary action.

A Company Property

You may be assigned Company property in the course of your employment with the Company. The Company property assigned to you is strictly for the purpose of discharging your duties and responsibilities for the Company. You shall not utilize the Company property for any purpose not related to Company work.

The Company property assigned to you shall be and remain the property of the Company at all times and shall be handed over by you to the Company immediately at any time requested by the Company or upon your resignation from the Company or termination of your contract of service with the Company.

You shall be fully responsible for the Company property assigned to you wherein you are expected to take all effort to maintain and/or handle and/or keep in good care the Company property in your possession. You shall notify the Company immediately of any damage or loss of the Company property under your possession.

B Activities Outside the Company

Staff shall serve the Company in their capacity so as to devote their time and attention to the service of the Company and shall not be engaged or involved in any business or activity that conflicts with the interest of the Company or which interferes with the discharge of their duties and responsibilities. Staff shall also not be engaged or involved with any occupation or business of any other Company in whatsoever manner. Staff shall use their best endeavors to improve and extend the business of the Company and shall at all times faithfully and honestly discharge their duties.

C Confidential Information

You shall not at any time during the period of your employment or after the termination of your appointment with the Company except by the direction or with the expressed written approval of the Company, divulge either directly or indirectly to any person or company any knowledge or

information which you may acquire during the course of or incidental to your employment by the Company concerning the affairs or properties of the Company/its associates/subsidiary companies or any business or property associated/related to companies it may be or may have been concerned or interested.

END.

It is hereby expressly agreed and acknowledged by you and the Company that this offer of employment between you and the Company herein shall supersede any previous discussions or understanding, whether written or verbal.

Please indicate your acceptance of the above appointment by signing and returning the duplicate copy of this letter to us.

Yours sincerely

CHIROKINESIS HEALTHWORKS SDN BHD

SAMANTHA ONG EU MIN

Clinic Director

I, SAKINA BINTI ISMAIL @ YUNOS (I/C No 980405-04-5300) do hereby accept the terms and conditions of my Employment as set out hereinabove.

Signature : _____

Date : _____