

13 August 2020

**MUDIARASAN VASU KUPPUSAMY,**

341, Jalan PCH 12,  
Perdana College Heights,  
71700 Mantin,  
Negeri Sembilan

Dear **Dr. Arasan,**

The Center of Applied Data Science Sdn. Bhd. hereafter referred to as “the Company”, is pleased to offer you the position of Technical Trainer (referred as “the Contractor”) a contract for service, with effective date from **17 August 2020** until **16 August 2021**.

Name of Company	: The Center of Applied Data Science Sdn. Bhd.
Name of Contractor	: Mudiarasan Vasu Kuppusamy
Contract Period	: 17 August 2020 until 16 August 2021
Service Fees	: Enterprise Data Practitioner Program – RM 1,500.00 per day (Physical Training) – RM 1,050.00 per day (Online Training)  Associate Enterprise Data Analyst Program – RM 1,800.00 per day (Physical Training) – RM 1,260.00 per day (Online Training)  Enterprise Data Analyst Program – RM 2,000.00 per day (Physical Training) – RM 1,400.00 per day (Online Training)  Enterprise Data Scientist Program – RM 3,000.00 per day (Physical Training) – RM 2,100.00 per day (Online Training)
EPF & SOCSO	: Not Applicable
Income Tax	: The Contractor is solely responsible for any and all personal or other tax liability in Malaysia.
Mobility	: The Contractor is expected to be willing to work at the location identified by the Company. Travelling cost incurred for transportation and accommodation will be borne by the company. Any outstation travelling

incurring mileage claim will be reimbursed in accord to the company's policy. This term is not applicable for Online Training.

Termination of Contract : During the contract period, this agreement may be Terminated by the Company with 24 hours' notice if you fail to perform your services and duties as expected in accordance to this contract for service, guilty of any gross default or gross misconduct about the contract or in the event of any breach or your non-observance of any of the stipulations stated herein or any Rules or Policies of the Company. During the contract period, this agreement may be terminated by the contractor with two (2) weeks written notice.

Confidentiality : The Contractor is required to sign and abide by the Confidentiality Agreement as attached and which shall be read as part of and together with these terms and conditions.

The terms and conditions of the contract service are strictly confidential between the Company and the Contractor.

Non-Competition Clause : While under the contract for services, the Contractor shall not engage directly or indirectly, either in the Contractor's name or through any other person, in any other business or professional activity in Malaysia which could conflict or compete with the Company's business or adversely affect the performance of the Contractor's duties under this contract for services.

For avoidance of doubt, the Contractor is at liberty to provide consultancy elsewhere and in the event of potential for conflict or competition, the Contractor shall seek the company's consent which consent shall not be withheld unreasonably. In the alternative, the company shall compensate the Contractor for any opportunities that the Company insists that the Contractor turn down.

Service and Quality Policies : The training quality result shall be evaluated based on Training Appraisal and feedback form template reverted by all trainees at the end of the training. After training is assigned, the trainer is the main responsible person for the training class.

The Contractor shall implement the training and teaching work per the requirements of face-to-face training, practical training program, online training, online mentoring program and other training documentation per the training requirement; including class and assignment preparation, class quality management and examination.

The Company will make payment based on the quality of training delivery and development.

If the training evaluation or satisfaction score is less than the required benchmark, the Company will launch an investigation to clarify that trainers have fulfilled all their necessary obligations for the training. The Company has the right to impose penalty for any root cause of low satisfaction due to negligence or capability of the trainer from the agreed rate of service fee. For clarity, the table guide below applies:

<b>Score range</b>	<b>Performance Based Payment Rate</b>
≥ 4.0	100% of the service fee
≥ 3.0 < 4.0	70% of the service fee
< 3.0	50% of the service fee

Payment Terms : Payment shall be made upon receipt of invoice from Contractor and the fees will be paid within 30 days of approved invoice.

Intellectual Property : The work of the Contractor is deemed to be work for hire. Contractor and Company agree that the Company shall own all intellectual property rights associated with the work and results of Contractor.

The Contractor specifically agrees to transfer to the company any and all rights of title and use, including commercial exploitation, in the training material whether tangible or intangible, developed during the contract of service by the contractor. For this purpose, the contractor agrees to execute any necessary acts to affect such a transfer.

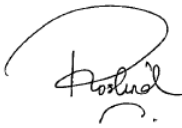
Compensation for the transfer of all intellectual property rights is agreed to be part of the contract of service, and so no additional compensation can be claimed by the Contractor.

Unilateral Variations : The Company reserves the right to amend or add time to time these Terms and Conditions of this contract for services and its regulations and policies at its sole discretion.

We attached herewith the Confidentiality Agreement for your further action. Please confirm acceptance of our offer by signing and returning the duplicate to us at the soonest. If we do not hear from you within seven (7) working days, the offer will be deemed to have lapsed.

We look forward to your contribution and wish you all the best.

Yours sincerely,



**Roslinda Abu Bakar**  
**Human Capital & Talent**  
**Principal Lead**

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**ACKNOWLEDGEMENT**

I, the undersigned, accept the above offer of the contract of service. I further agree to be governed by all applicable rules, regulations and policies of The Center of Applied Data Science Sdn Bhd.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, a Contractor of The Center of Applied Data Science Sdn. Bhd. a Company incorporated under the Companies Act and having an office at Level 8, Vertical Corporate Tower B, Avenue 10, Bangsar South, 59200 Kuala Lumpur.

HEREBY ACKNOWLEDGE AND AGREE that:

1. During my contract for service, I will have access to and will be entrusted with confidential information, data and/or other related documents, material, reports and information in whatever form or medium, whether or not marked confidential, belonging to the Company and/or its clients.
2. During the term of this contract for service, I will inevitably acquire substantial knowledge, experience and expertise in all aspects of the Company's business or businesses now or hereafter conducted and that the Company's will be relying on such knowledge, experience and expertise in its operation of such business or businesses and all other matters relating thereto.
3. As a result of the nature of my service and its inherent opportunities, I may have access to inform in whatever form or medium, whether or not marked confidential, and which may in addition be official secrets within the meaning of the Official Secrets Act 1972, whether or not classified or labelled as such, concerning the Company and/or its clients and/or the business or businesses now or hereafter conducted by the Company and/or its clients, including but not limited to information relating to business opportunities, business plans and propositions, services provided, pricing policies, financial information, research and development information, marketing schemes, sales and distribution information, customer information, any drawings, specifications, or data and/or other tangible or intangible materials and that the disclosure of any such information to the competitors of the Company or any other third party would be detrimental or prejudicial to the best interest of the Company and would cause irreparable harm to the Company's interests.
4. The right to maintain all the above information in confidence constitutes a proprietary right to which the Company is entitled to protect.
5. I shall not, during my contract for service or at any time thereafter, disclose any such confidential information or any information to any third party, except as required in the ordinary course of my contract for service with the Company, nor will I use such confidential information or any information for any purpose other than to further the interests of the Company.
6. I shall, during my contract for service or at any time thereafter, observe all practices and procedures with respect to security of documents and information and ensure that I shall not by any act or omission on my part, whether expressly or impliedly, directly or indirectly, disclose any such confidential information or any information to any third party nor expose the Company to any legal liability with respect to such confidential information or any information.
7. I shall not disseminate, disclose, use or otherwise deal with such information in any manner or form that is contrary to the Official Secrets Act 1972 or any law or any unauthorized manner whatsoever.

8. Upon termination of my Contract Agreement, for any reason whatsoever, I will immediately return to the Company all the Company's and/or its clients business documents, lists, files, materials, equipment and property belonging to the Company and/or its clients, including all copies or extracts of such information and property, in whatever form or medium, in my possession and any reports or analysis made by me in relation to such information, in whatever form and medium, and accompanied by a written document certifying the return of all tangible information and references thereto, and the destruction of any references thereto on magnetic or other intangible media.

I, the undersigned, hereby acknowledge that I have read and accepted the terms and conditions of this Confidentiality Agreement as outlined above that this Agreement is supplemental to the Contract Agreement signed by me on:-

Name :

NRIC/Passport No. :

Signature :

Date :

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