MANPOWER SUPPLY SERVICE AGREEMENT

A Manpower Supply Service Agreement made and entered into on

By and between:

_____SDN. BHD. (Company No. _____), a company duly incorporated in Malaysia under Companies Act, 1965 having its principal place of business at _____, Malaysia ("**Employer**") of the one part; and

MY EG SDN. BHD. (Company No. 472638-X), a company incorporated in Malaysia with a place of business at Level 43, Empire City@Damansara, Jalan PJU8/8A, Damansara Perdana, 47820 Petaling Jaya,Selangor ("**MYEG**") of the other part.

ARTICLE 1
INTERPRETATION

1.1 In these terms and conditions:

'Employer' means the party (which term shall include a person, a sole proprietorship, a partnership or a corporation, and in the context of a corporation shall include any and all subsidiaries of such corporation within its group and any authorised person or persons within such corporation) who accepts these Terms and Conditions for the provision of services by MYEG;

'Services' means the services as shall be provided by MYEG to the Employer pursuant to this Agreement, which shall include the recruitment of personnel and any other related recruitment consultation services as more particularly set out in Clause 3 of this Agreement;

'Candidate' means a person known or introduced by MYEG to the Employer in MYEG's provision of the Services;

'Conditions' means the standard terms and conditions set out in this Agreement and (unless the context otherwise requires) includes any special terms and conditions as shall be agreed in writing between the Employer and MyEG; and

'Writing' shall include email, facsimile and other comparable means of communication.

ARTICLE 2
AGREEMENTS

2.1 At the request of the Employer and subject to the terms and conditions herein contained, MYEG agrees to provide manpower recruitment services as more particularly described in Clause 3by supplying to the Employer Candidates to meet the Employer's manpower requirements which requirements shall, from time to time, be advised by Employer to MYEG in writing indicating nature of each work, qualification standards for each position and number of personnel required ("**Request**").

2.2 As from the date hereof, Employer hereby authorizes MYEG to act as its authorised representative in all matters involving the search for required Candidate.

2.3 This Agreement is non-exclusive for both MYEG and the Employer. The Employer reserves the right to engage other party (ies) to perform similar or identical services to be performed by MYEG under this Agreement. MYEG reserves the right to provide and/or perform similar or identical services to be performed by MYEG under this Agreement for other third parties.

ARTICLE 3
MYEG'S OBLIGATIONS

3.1 MYEG agrees to provide the Employer with recruitment services comprising sourcing for Candidates, through skill assessment, qualifications and descriptions, screening, profiling, pre-interviewing, short-listing and proposing to Employer all pre-screened Candidates ("Services") for full time or fixed term employment basis.

3.2 In the event the Candidate is employed by the Employer or any of its subsidiaries, holding company(s) and/or related corporations (collectively, the "**Employer Group**") and provided that the Service Fee has been paid, MYEG shall provide a **3-month** guarantee for one (1) replacement in the event of resignation or termination of employment of such Candidate due to unsatisfactory performance of such Candidate during the said 3 month period. Particularly, in the event that the Candidate is dismissed within the aforesaid guarantee period, and that such dismissal is for reason or reasons other than redundancy and/or related to an economic downturn, MYEG undertakes to seek a replacement of such Candidate with no additional fee imposed upon the Employer.

3.3 Upon MYEG receiving confirmation from Employer for the engagement or employment of any Candidate by any entity within the Employer Group, MYEG shall then arrange mobilization of the Candidate which include, among other things, assist the candidate in preparing for complete necessary documents, obtain approval from the Immigration Department and other necessary government agencies concerned with recruitment of personnel to overseas, secure necessary security clearance, valid passports and travel clearance, and do other things necessary for the mobilization of the Candidate.

ARTICLE 4
EMPLOYER'S OBLIGATIONS

4.1 Employer shall always have final authority on the selection, choice and confirmation of the Candidates for employment. In this regard, save and except for the Services falling within the obligations of MYEG under this Agreement, the Employer (and its Employer Group where applicable) shall at all times be responsible and liable for the Candidate once employed by the Employer / Employer Group and shall comply with all laws regulations orders and regulatory requirements relating to its employees (including the Candidates so employed) including but not limited to employment conditions or requirements imposed by foreign jurisdiction(s) in respect of Candidates so employed by Employer or Employer Group.

4.2 Employer shall, for the successful Candidates, be responsible to bear fiscal charges, visas, work permits and airfare (if any) up to completion of the employment of such Candidate.

4.3 Candidates who are required to travel on official business as part of his/her duty shall be protected by Employer's Personal Accident Insurance Cover which associated costs therewith shall be borne by Employer.

4.4 Employer shall be responsible to provide housing accommodation and transportation of Candidates/ personnel employed pursuant to this Agreement throughout the duration of Service and any problem that may arise or be incurred by the Candidate/personnel at the work place such as delayed or non-payment of salary or overtime pay of personnel and other factors beyond the control and obligation of MYEG under this Agreement.

4.5 Employer shall use best efforts to maintain the welfare and protection of the rights of foreign personnel hired pursuant to this Agreement in accordance with applicable laws and not less than industry standards.

4.6 Employer shall be responsible for the medical welfare of the Candidate so employed throughout his/her employment with the Employer / Employer Group.

4.7 Employer shall assist the personnel in the regular remittance of his monthly basic salary to his designated account(s) in the personnel's country home through normal channels.

4.8 The Employer will defend, hold harmless and indemnify, including attorney's fees, MYEG and MYEG's Personnel against claims that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of the Employer or the Employer's Personnel in performing its obligations under this Agreement or towards any Candidate so employed or engaged by the Employer or Employer Group.

ARTICLE 5
SERVICE FEES

5.1 In consideration of MYEG providing the Service, the Employer shall pay the fees and charges as may be agreed from time to time between the Parties. For the avoidance of doubt, MYEG shall not be obligated to undertake any Service under this Agreement until and unless that the Request for Candidate is issued by the Employer under Clause 2.1 and the scope of work under the said Request, fees together with all cost and expenses in connection therewith (collectively, the "**Service Fee**") has been agreed to between the Parties ("**Statement of Work**" or "**SOW**").

With limiting the generality of the aforesaid, the Employer shall be liable for all taxes (including but not limited to goods and services tax), duties, cost and expenses in connection security clearance, valid passports, visas and travel clearance of any Candidate engaged.

5.2 Where a Candidate is placed (whether on employment or temporary basis, as independent contractor or otherwise) with the Employer or Employer Group within 12 months of the Request, the Employer shall be liable to pay the Service Fee and will be invoiced the Service Fee. The invoice shall be paid by the Employer within thirty (30) days of Employer receiving such invoice.

ARTICLE 6
RELATIONSHIP OF PARTIES

6.1 Nothing herein contained shall constitute or be implied to have constituted a partnership, joint venture, principal/agent or employer/employee relationship between the Parties hereto and no Party shall have any right, power or authority to act for or to bind or commit to assume any obligation or responsibility on behalf of any other Party.

Without limiting the generality of the foregoing, MYEG assumes no liability or responsibility for the Employer / Employer Group or their respective officers, employees and personnel ("Personnel"). The Employer will:

(i) ensure it, the Employer Group and the Personnel are in compliance with all laws, regulations, ordinances, and licensing requirements;

(ii) be responsible for the supervision, control, compensation, withholdings, health and safety of the Personnel.

6.2 Unless as otherwise herein agreed by the parties, each of the parties hereto shall bear its own cost and expenses, including but not limited to, paying out salaries to its own personnel or staffs and other outgoings towards performing its part of obligations under the agreement.

6.3 Each of the parties hereto shall be responsible to bear and pay its own tax.

ARTICLE 7
SETTLEMENT OF DISPUTES

7.1 All claims and complaints relating to the employment or engagement contract of the Candidate employed or engaged pursuant to this Agreement shall be settled in accordance with the company policy, rules and regulations and the Employer. In the case the said personnel disputes the decision of Employer, the matter shall be settled amicably with the participation of the representatives Employer and if so requested by the Employer, MYEG.

7.2 In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate law authority with the mutual agreement of the parties to this Agreement hereto.

ARTICLE 8
TERMINATION

8.1 This Agreement shall be effective on the date above set forth and continue until terminated in accordance with this Article 8.. Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement. Without limiting the aforesaid, any SOW pending completion shall continue to bind the Parties together with this Agreement until such SOW is so completed and paid unless so mutually terminated by the Parties.

8.2 Neither Party may unilaterally cancel this Agreement except for the following events:

(a) at the discretion of a Party by serving a prior written notice to the other Party of not less than three (3) months without ascribing any reason thereto;

(b) immediately by a Party by serving a written notice to the other Party if an order is made or a resolution is passed for the winding-up of the other Party, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;

(c) immediately by a Party by serving a written notice to the other Party if the other Party goes into liquidation or a receiver is appointed over the assets of the other Party or the other Party makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts;

(d) immediately by a Party by serving a written notice to the other Party if execution is levied against a substantial portion of the other Party's assets, unless it has instituted proceedings in good faith to set aside such execution;

(e) immediately by a Party by serving a written notice to the other Party if a provisional liquidator, receiver or manager of the other Party's business or undertaking has been duly appointed, or possession has been taken by or on behalf of creditors or debenture holders secured by a floating charge of any property of the other Party comprised in or is a subject of the said floating charge;

(f) by written notice of not less than 14 days to the other Party if the other Party ceases or threatens to cease all or substantially all its business; or

(g) immediately by a Party by serving a written notice to the other Party if the other Party has breach this Agreement and fails to remedy such breach within 30 days upon receiving written notice of such breach.

8.3 Upon termination of this Agreement under **Article 8.2**:

(a) the powers and rights granted by and the obligations in this Agreement shall terminate immediately save to the extent set out in **Article 8.1**;

(b) the Parties shall continue fulfil all outstanding SOW;

(c) all invoices shall become immediately due;

Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement.

8.4 The Parties acknowledge that the employment of any Candidate by the Employer or Employer Group may come to an end only in accordance with the applicable laws and regulations governing such employment. Subject to the aforesaid:

(a) Employer may terminate the employment on grounds of closure or cessation of operation of the establishment/ undertaking or due to retrenchment to prevent losses subject to serving onto the said personnel a written notice of at least one (1) month before the intended date thereof or payment of separation/termination pay

equivalent to one (1) month salary in which case Employer shall bear the repatriation expenses of the personnel (if foreigner).

(b) Employer may terminate the employment on the following just causes: lack of skills for the job resulting in poor performance, serious misconduct, wilful disobedience to Employer's lawful order, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, violation of laws of the country and/or terms of his/her employment in which case Employer shall not bear the repatriation expenses (if foreigner).

(c) Personnel may, on the other hand, terminate his employment with Employer or Employer Group by serving one (1) month in advance written notice to Employer. If no notice is served, the personnel shall bear all expenses relative to his repatriation back to his point of origin (if foreigner).

(d) In the event of death of the personnel during the terms of his employment, his remains and personal belongings shall be repatriated to his country of origin at the expense of Employer. If in the case repatriation of remains is not possible due to whatsoever reason, the same may be disposed of upon prior approval of the Personnel's next of kin and/or by the Embassy/Consulate of his country of origin nearest to the job site.

ARTICLE 9
FORCE MAJEURE

9.1 Neither Party shall be in breach of its obligation under this Agreement if it is unable to perform its obligation under this Agreement (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean:

(a) war (whether declared or not), hostilities, invasion, act of foreign enemies;

(b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;

(c) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced supplier could not reasonably have been expected to take precautions;

(d) nuclear explosion, radioactive or chemical contamination or radiation;

(e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(f) riot, commotion or disorder;

(g) changes in laws, regulations and/or policies resulting in the inability or delay in delivering any Service.

9.2 If an event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that event of Force Majeure with full particulars thereof and the consequences thereof and both Parties shall be entitled to reasonable extension of time.

9.3 If either Party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement in writing of the Parties whereupon **Clause 8.3(a)** and **(c)** shall apply.

9.4 If this Agreement is terminated by an Event of Force Majeure pursuant to the above **Clause 9.3**, all rights and obligations of the Parties under this Agreement shall forthwith terminate (including any outstanding SOW) and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure and as set out in **Clause 9.3**.

Neither Party shall be entitled to rely upon the provisions above if both Parties reasonable determine that an Event of Force Majeure has not occurred.

9.5 For avoidance of doubt, save for **Clause 9.3**, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the resolution between the Parties as to performance of such parts effected by the Event of Force Majeure, continue in full force and effect.

ARTICLE 10
CONFIDENTIALITY

10.1 Subject to **Clauses 10.2** and **10.3**, this Agreement and all matters pertaining hereto shall be considered a confidential matter and such matters shall not be disclosed to any third party without prior mutual agreement.

10.2 The confidentiality obligation contained in this **Clause 10**, shall not apply to information which:

(a) the Parties lawfully receive from third parties;

(b) has lawfully become part of the public domain;

(c) is already within the knowledge of the receiving Party or was in their possession at the time of disclosure of the information; or

(d) is required by law to be disclosed.

10.3 Notwithstanding **Clause 10.1**, a Party may disclose such confidential information to its directors, officers, employees, financial institutions and professional advisers provided that it is on a need to know basis and that such person agrees to maintain the confidentiality obligations under this Agreement.

10.4 The obligations under this Clause shall survive the termination of this Agreement and endure for a period of three (3) years from the date of termination of this Agreement or such other period as the parties may mutually agree.

ARTICLE 11
GOVERNING LAWS

11.1 This Agreement shall be interpreted in accordance with and subject to the laws of Malaysia but not to the exclusion of and prejudice to the laws of the country site of employment, international laws, covenants and practices.

11.2 The Parties shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the relevant Party by any authority competent to do so under any applicable law.

ARTICLE 12
AMENDMENTS

12.1 In the event the terms of this Agreement shall be affected by the national policies and future legislation of Malaysia, this Agreement shall be amended or modified accordingly upon mutual consent of the Parties hereto.

12.2 No modification, alteration and/or amendment to this Agreement and/or its appendixes shall be effective unless made in writing by way of supplementary agreement(s) specifically referring to this Agreement and duly signed by the Parties.

12.3 Pending execution of the supplementary agreement(s) by both parties and the same becoming effective, the Parties shall proceed in accordance with the terms and conditions of this Agreement existing immediately prior to the said supplementary agreement(s) becoming effective.

ARTICLE 13
NOTICES

13.1 Except as otherwise provided herein, any notice required or permitted to be given pursuant, or in reference, to this agreement shall be in writing and sent by cable or telex or facsimile, to the address of either party as is duly specified in the present agreement.

13.2 Any of the parties may change its address by a notice given to the other in a manner hereinabove set forth.

13.3 Notices given as herein provided shall be considered to have been given fourteen (14) days after the postage date or at the date a telex or facsimile message confirmation has been issued, as the case may be.

ARTICLE 14

MISCELLANEOUS

14.1 Successors bound: This Agreement shall be binding on the Parties, their successors and permitted assigns.

14.2 Assignment: Neither Party will assign their rights or delegate or subcontract their duties under this Agreement to third parties or affiliates without the prior written consent of the other Party, such consent not to be withheld unreasonably, except that the Buyer may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is void.

14.3 Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intention of the Parties.

14.4 Waiver: Any delay, neglect or forbearance on the part of a Party in enforcing any provision of this Agreement against the other Party shall not be deemed to be a waiver of that provision or any other provision of this Agreement and shall not prejudice the right of the Party to enforce this Agreement.

14.5 Cost: Any cost incidental to the preparation of this Agreement including the cost for stamp duty shall be borne by the Supplier.

14.6 Time: Time whenever mentioned shall be the essence of this Agreement.

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IN WITNESS WHEREOF, we have hereunto set our hands on this _____ day of……., 20.....

FOR AND IN BEHALF OF)
THE EMPLOYER)
_____SDN BHD)
In the presence of:)

Name:
Managing Director
In the presence of:

Name:
Director
In the presence of:

FOR AND ON BEHALF OF)
MYEG)
In the presence of:)

Name:
Director
In the presence of:

Name:
Director
In the presence of: