Terms and Conditions of Recruitment Services
Permanent Placements – Retained Assignments

These Terms and Conditions (the "**T&Cs**") are between Agensi Pekerjaan Robert Walters Sdn Bhd ("**RW**") and _____(including any related/affiliated entity which enjoys the benefits of services under the T&Cs) (the "**Client**").

1. **Scope of Services:** RW shall provide the Client recruitment services including but not limited to the search, selection and introduction of a candidate (the "**Candidate**") for Engagement by the Client (the "**Service**"). The Service will be conducted on a Retained Assignment (defined below) basis as requested by the Client.

   - **Retained Assignment** means an assignment given to RW exclusively by the Client where the fee will be paid in accordance with Clause 3 below.

2. The T&Cs shall be effective from the date that the Candidate's details are shared with the Client by RW until terminated by either party with written notice. In the absence of written confirmation, the use by the Client of any CV provided by RW (or the details therein) or the employment or Engagement of any Candidate introduced by RW will constitute acceptance by the Client of the T&Cs.

3. **Service Fee**

   (1) Fee: The Client shall pay to RW a non-refundable initial fee upon mutual acceptance of the assignment ("**Initial**"), a non-refundable interim Fee upon presentation of the shortlist ("**Interim**") and a completion Fee adjusted for any salary package charged upon Candidate's acceptance of offer for the retained role ("**Completion**") in accordance with the following:

Agreed Fee Rate		
Initial	**Interim**	**Completion**
10% of ARP	10% of ARP	10% of ARP

   The total fee chargeable upon completion of a Retained Assignment will be 30% of ARP.

   *A minimum fee of MYR20,000 shall apply for each Retained Assignment.

   (2) Annual Remuneration Package ("**ARP**") means the total of all monies payable and benefits that an employed person may be entitled to including annual gross salary and other fixed cash income and allowances, or other identifiable financial benefits. Employer provided motor vehicles will be deemed as having a value of MYR25,000 per annum. Joining inducements and housing allowances will be deemed to be part of the remuneration package. Where bonuses are not guaranteed, the highest bonus amount quoted by the Client will be the amount to be included in the calculation of the package.

   (3) Additional Cost: Display advertising costs will be charged at a rate agreed between the parties. Disbursements and out of pocket expenses such as, but not limited to, air travel, video conferencing, and psychological testing shall be payable by the Client, notwithstanding the Candidate not being successful in obtaining the placement. Additional costs will only be incurred with the Client's prior approval and charged at rates agreed before costs are incurred.

   (4) Currency and Taxes: RW shall raise the invoice in Malaysia Ringgit (MYR) to the Client. If the Client pays in any currency other than MYR, the Client agrees to bear all losses on account of the foreign exchange conversion or withholding tax to ensure that RW receives an amount equal to what it would have received had there been no foreign exchange conversion. All business taxes (including, but not limited to, SST, VAT (or any equivalent service tax) or withholding taxes) should be borne by the Client.

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4. **Time For Payment**

(1) The Fee mentioned in Clause 3(1) above shall be payable as follows:

Stages of Fee	Payment Term
Initial Fee	Payable on RW's acceptance of a Retained Assignment.
Interim Fee	Payable on RW's presentation to the Client of a short list or within three (3) weeks from the date of the T&Cs being signed.
Completion Fee	Shall be paid within twenty-one (21) days from the date of invoice. Except as otherwise agreed in writing between the Parties, RW shall issue an invoice following the Candidate's acceptance of an offer from the Client. The Candidate is deemed to have accepted an offer from the Client when such acceptance is communicated in writing (including by email) by the Candidate or RW to the Client. For the avoidance of doubt, Completion Fee shall exclude any payable taxes as defined in Clause 3(5) above.

In the event the Client cancels the Service, any payable Fee (whether Initial Fee, Interim Fee or Completion Fee) as well as any advertising costs and agreed expenses will become payable immediately and are strictly non-refundable.

(1) Where an offer of employment has been made in writing by the Client and is subsequently withdrawn or the role and/or condition of the offer is changed by the Client after acceptance by the Candidate, the applicable Fee will be payable by the Client.

(2) Where payment is not received within terms, RW reserves the right to recover from the Client any costs incurred during debt recovery and impose an interest charge for late payment, calculated on the basis of the interest rate set by Monetary Authority of Malaysia, plus 2.5%.

(3) Should the Client require a purchase order ("PO") to effect payment, Client shall be obligated to raise a PO upon an offer of employment being made by the Client to the Candidate in writing such as to enable RW to raise an invoice to the Client no later than the Candidate commencement date. Any inconsistencies between PO and the T&Cs, any terms in the PO which are not relevant to the Services, or any terms in the PO that impose further obligations on RW which obligations have not been agreed under the T&Cs shall be disregarded and rendered void.

5. **Exclusivity**: The Client agrees to grant RW exclusive rights to source and place candidates into the Client for each position that is governed under the T&Cs (the "**Position**") for a period of 6 months upon release of the Position (the "**Exclusivity Period**"). During the Exclusivity Period, no other recruitment agency shall be permitted to provide recruitment services for the Client for such Position, and the Client must pass all CVs received by the Client from other channels (regardless of via internal referrals or other sources) to RW to allow RW the exclusivity rights to evaluate CVs and represent such candidate. If Client employed a candidate during the Exclusivity Period through sources other than RW, the Fee under Clause 3 will still be chargeable by RW. After the Exclusivity Period, RW is not obligated to continue searching for suitable candidates for the Client.

6. **Candidate Ownership**: If the Candidate is engaged by the Client for any position in any capacity (including but not limited to via fixed term, permanent positions, perform work for the Client via a third party pay-roll agency, via a contract for service, or being an independent contractor) (the "**Engagement**") within 12 months from the date that the Candidate's information is shared with the Client and/ or the Candidate is introduced to the Client and/ or the last contact between the Client and the Candidate whichever is later, the applicable Fees under *Clause 3* will be payable by the Client. This clause shall survive termination and/or expiration of the T&Cs.

7. **Double Representation:** After the Exclusivity Period, RW must be notified within five (5) working days with written evidence if the Candidate's curriculum vitae has been received from any other source for the same role in the past 6 months prior to the introduction of such candidate by RW (the "Pre-existing Candidate"), failing which, the Client will be liable to pay RW applicable Fee under Clause 3. Notwithstanding the foregoing, if the candidate is not a Pre-existing Candidate, or if the Client continues engaging RW in representing any Pre-existing Candidates, an applicable Fee under Clause 3 will still be chargeable by RW.

8. **Replacement Guarantee**

(1) No rebate of Fee shall be made. However, should the employment of the initial Candidate terminate within a period of 13 weeks (including period of notice) from the Candidate's date of employment, RW shall endeavour to seek a replacement Candidate within a reasonable period of time at no extra cost to the Client ("**Replacement Guarantee**") on the condition that:

(i) the Candidate leaves of his/her own volition and not due to any redundancy measures, change of work responsibilities or employment conditions;
(ii) RW's invoice has been settled in accordance with the T&Cs;
(iii) the nature of the replacement role is the same as the initial assignment;
(iv) RW is informed that the initial Candidate is no longer engaged by the Client within seven (7) days of its occurring; and
(v) the Client has complied with its obligations to the Candidate including the Client's obligations under any relevant law.

(2) RW offers its Replacement Guarantee for the initial Candidate placed only. It does not offer its Replacement Guarantee for the replacement Candidate, a fixed-term placement or for a Candidate who was originally placed with the Client on a temporary basis.

(3) If the ARP of the replacement Candidate increases from the original Candidate, the invoiced amount will be adjusted accordingly.

(4) RW's search for the replacement Candidate will be valid for a period of three (3) months from the date of termination of the initial Candidate, after which RW is not obliged to conduct any replacement search.

9. **Non-Solicitation of RW Employees:** The Client shall not solicit RW's employees; in the event that the Client places an RW employee in a role with the Client or any other entity to whom the Client has introduced the employee, the Client will be charged a full Fee.

10. **Liabilities**

(1) Insofar as RW or any Candidate provides any Candidate details including but not limited to medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, circumstances in which previous employment was terminated, criminal convictions, personal details, right to work, employment permits, qualifications or education generally, RW cannot ensure the accuracy of such details. As such, RW will not be liable to the Client in the event that any loss or damage is suffered by reliance on the information. RW requests that the Client undertake their own investigations to verify any information.

(2) RW is not liable for any negligence, dishonesty, misconduct or lack of skill of any Candidate. RW also provides no warranty as to the suitability of a Candidate for a particular position. The employment of a Candidate and the consequences thereof are entirely at the Client's risk. RW takes no responsibility on the performance of any of pre-employment screening and reference checks.

(3) Neither party shall be liable to the other party for any indirect loss or consequential damages whatsoever and howsoever arising under the T&Cs nor any liability, loss or damages caused by the acts, omissions, negligence or default of the other party. The aggregate liability of RW to the Client whatsoever and howsoever arising shall in no event exceed 125% of the Fee paid and/or payable to RW per annum under the T&Cs. RW shall have conduct and control of any claim under the T&Cs (and any related settlement negotiations).

11. **Governing Law:** The T&Cs shall be governed by and construed in accordance with the laws of Malaysia, and the courts of Malaysia shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the T&Cs.

12. **Consent to Use:** Unless otherwise notified to the contrary by the Client in writing to RW, the Client hereby provides RW with its consent to use and reproduce the Client's name, logo and trademarks in advertising for the Services and for RW's general promotional literature (whether online or in print) provided always that RW shall not change or otherwise amend the Client's name, logo or trademark without the Client's prior written consent. Nothing in this provision shall create any rights of ownership (whether registrable or not) in favour of RW over the intellectual property of the Client.

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Signed by:

Signature/Date/Company's stamp

Client: [ ]

Name:

Signed by:

Signature/Date

Agensi Pekerjaan Robert Walters Sdn Bhd

Name:

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