Terms and Conditions

Professional Services – Temporary Employee Management and Payroll

1. Parties and Scope of the Agreement

1.1. These Terms and Conditions are between Robert Walters Resource Solutions Sdn Bhd (Company Number: 783059-M), a company incorporated in Malaysia whose registered address is Q Sentral, Unit 37-2, Level 37, 2A, Jalan Stesen Sentral 2, 50470 Kuala Lumpur ("**RWO**") and [Client's Name], a company incorporated in [insert Country of incorporation] whose registered address is [insert Client's registered address] ("**the Client**"). RWO and the Client are collectively referred to as the "Parties" and each a "Party".

1.2. These Terms and Conditions shall apply to: (a) any Business proposed or undertaken by RWO for the Client; and (b) the Assignment, Engagement or other use by the Client of a Temporary Worker Sourced by RWO.

1.3. In the absence of written confirmation, the use by the Client of any personal details of or relating to a Temporary Worker provided by RWO or Engagement in any capacity, of any Temporary Worker Sourced by RWO will constitute acceptance by the Client of these Terms and Conditions.

1.4. These Terms and Conditions together with any documents referred to within them shall constitute the entire agreement between the Parties in relation to the Business, Assignment and/or the Engagement or other use by the Client of a Temporary Worker Sourced by RWO to the exclusion of all other agreements including any other terms and conditions of business or purchase conditions that the Client may attempt to impose in respect of the provision of the Business.

1.5. The scope of these Terms and Conditions extends to the Client, its ultimate holding company and all of its subsidiaries which engage in Business with RWO.

1.6. These Terms and Conditions shall be effective from the date of execution by Parties and shall continue to be in force until terminated in accordance with these Terms and Conditions.

2. Interpretation

(a) "**Administration Charges**" means the fee charged by RWO on a monthly basis for payrolling the Temporary Worker as more particularly set out in the Assignment Schedule.

(b) "**Annual Remuneration Package**" means the total of all monies payable and benefits that an employed person may be entitled to: including without limitation on salary, EPF, guaranteed bonuses, commissions, profit sharing or other identifiable financial benefits. Employer provided motor vehicles will be deemed as having a value of RM25,000 per annum. Joining inducements, housing allowances and expatriate benefits will be deemed to be part of the remuneration package. Where bonuses are not guaranteed, two thirds of the likely bonus amount quoted by the Client will be the amount to be included in the calculation of the package.

(c) "**Assignment**" means the role to be performed by the Temporary Worker under the Client's direction, supervision and control pursuant to the Assignment Schedule.

(d) "**Assignment Charges**" means the fee charged by RWO in consideration of the Sourcing and performance of employee management services provided by RWO and Assignment provided by the Temporary Worker for the Client in relation to a specific Assignment and calculated in accordance with clause 6.2 at the Rate set out in the Assignment Schedule.

(e) "**Assignment Schedule**" means the agreement between RWO and the Client which incorporates these Terms and Conditions and relates to the Assignment performed by a Temporary Worker.

(f) "**Business**" means work performed by RWO in relation to the provision of employee management services and/or Temporary Workers including but not limited to providing details of Temporary Workers, receiving instructions from the Client for an Assignment, hiring of Temporary Workers or any other act either directly or indirectly relating to the Sourcing or supply of a Temporary Worker."

(g) **Calculation**" means Pay Rate x [1÷(1- Rate expressed as decimal)].

(h) "**Candidate**" means an individual Sourced for the purpose of being supplied to the Client by RWO to perform an Assignment pursuant to instructions from the Client.

(i) "**Conversion Fee**" has the meaning set out in Clause 3.3.

(j) "**Engage**", "**Engaging**" or "**Engagement**" each means a Temporary Worker is employed as an employee under a contract of services with RWO.

(k) "**Fixed Term**" means any person who has sought or accepted employment with the Client on a fixed term basis.

(l) "**Pay Rate**" means the sum total of the Temporary Worker's gross base salary during the Assignment, Statutory Contributions, bonus, overtime and allowances, other identifiable financial benefits.

(m) "**Permanent**" means any person who has sought or accepted permanent employment with the Client.

(n) "**Pre-Engagement Transfer Fee**" has the meaning set out in Clause 3.1.

(o) "**Rate**" means the percentage set out in the Assignment Schedule used in the computation of the Calculation and Assignment Charges.

(p) "**Sourced**", "**Source**" or "**Sourcing**" each means the communicating (through whatever medium) of a long or short list of Temporary Workers and/or personal and other details of a Temporary Worker by RWO to the Client, or any other verbal or written communication between RWO and the Client that enables the Temporary Worker to be identified.

(q) "**SST**" means the Sales and Services Tax applicable in accordance with the Malaysia laws.

(r) "**Statutory Contributions**" means Employees Provident Fund (EPF), Social Security (SOCSO), medical insurance costs and Foreign Workers Levy (where required) under Malaysia laws and any other statutory contributions payable in Malaysia at the prevailing rates in force which are required to be made by RWO in respect of the engagement of Temporary Workers.

(s) "**Statutory Leaves**" means all applicable statutory leaves (including but not limited to annual leave, sick leave, hospitalization leave, maternity leave and paternity leave) or any other statutory leave entitlement under Malaysia laws which RWO is required to provide in respect of the engagement of Temporary Workers, or, in accordance with the Client's time off policy for Temporary Workers provided that the Client's policy meets the minimum statutory requirements in accordance with Malaysia laws.

(t) "**Temporary Worker**" means any person who has been Sourced and supplied by RWO to perform an Assignment for the Client under the direction, supervision and control of the Client.

(u) "**Total Charges**" means the aggregate charges payable by the Client to RWO as more particularly set out in Clause 6.1.

3. Sourcing and Engagement of Temporary Workers

3.1. It is acknowledged that the Candidate is Sourced to the Client as a prospective Temporary Worker. Nevertheless, if the Sourcing of a Candidate (as a prospective Temporary Worker) result in the solicitation of such Candidate for employment by the Client or any related party, or any third party to whom the Client has subsequently recommended or introduced the Candidate, either directly or through another agency anytime within twelve (12) months from the date of Sourcing or twelve (12) months from the completion or termination of the Candidate's most recent assignment, whichever is applicable, either as a Permanent or Fixed Term employee, the Client will be liable for the Pre-Engagement Transfer Fee calculated in accordance with the Assignment Schedule.

3.2. The Client shall notify RWO immediately after a Candidate whom RWO has Sourced accepts an Engagement with the Client, or becomes a Permanent or Fixed Term employee of the Client or in both cases of a third party to whom the Client has recommended the Candidate. When a Candidate Sourced and supplied to the Client is Engaged by the Client or by a third party to whom the Candidate has been recommended by the Client, the

Client is required to provide RWO with full details of the remuneration package agreed with that Candidate.

3.3. If during the Assignment or any time after the completion or termination of Assignment with the Client, the Client solicits the Temporary Worker for employment, whereby the Temporary Worker is paid directly by the Client or any third party, the Client will be liable for a Conversion Fee, calculated in accordance with the Assignment Schedule based on the latest Annual Remuneration Package offered to the Temporary Worker..

4. Temporary Worker's Timesheets

4.1. The Temporary Worker will be required to complete timesheets for all hours worked (including the overtime) for the Client.

4.2. The Client will sign the Temporary Worker's correct timesheet on the Temporary Worker's request. Execution of a time sheet by a Client is conclusive evidence of satisfaction with the Temporary Worker (unless otherwise indicated in writing on the timesheet) and accuracy of the timesheet and constitutes an irrevocable agreement to pay for the hours recorded on the timesheet. Any timesheet which is undisputed yet unapproved by the Client for a period of seven (7) or more calendar days shall be deemed approved, and RWO shall make payment to the Temporary Worker in line with the hours set out in that timesheet. For the avoidance of doubt, these payments made on undisputed timesheets which have been deemed approved shall be payable by the Client.

5. Time for Payment

5.1. Invoices will be issued to the Client on a monthly basis. Clients must pay to RWO the Total Charges within fourteen (14) days from date of invoice. If the Client wishes to dispute any charges invoiced, it shall do so within seven (7) days of receipt of the invoice. The Client will be deemed to have accepted the invoice if no specific dispute is raised. Any dispute will not affect payment of any undisputed charges appearing on the same invoice or the payment of any other invoices due under these Terms and Conditions.

5.2. Where payment is not received in line with Clause 5.1, RWO reserves the right to impose an interest charge for late payment on the basis of the prevailing interest rate set by the Bank Negara Malysia, plus 2.5% on a daily basis from the due date until payment is made in full.

5.3. Should RWO incur any costs in recovering amounts overdue under these Terms and Conditions, the costs may be charged to the Client in addition to the underlying value of invoices due. Costs in this clause include, but are not limited to interest charged, legal fees incurred or any other recovery fees or third party debt.

6. Calculation of Charges Payable

6.1. Total Charges

In consideration of the services received under these Terms and Conditions, RWO shall be entitled to receive the Total Charges. The Total Charges shall be made up of:

(a) Pay Rate;

(b) Administration Charges;

(c) Assignment Charges;

(d) any additional costs incurred as a result of a visa or employment pass application or immigration costs;

(e) any expenses incurred by the Temporary Worker in the performance of the Assignment provided that such costs and expenses have been disclosed to, and approved in writing by the Client prior to the incurring of the costs and expenses;

(f) overtime pay for all hours worked by the Temporary Worker in excess of those hours stipulated in the Assignment Schedule where applicable;

(g) any reimbursement to RWO of a buy-out amount or other payment made by RWO to a previous employer of the Temporary Worker in order to secure the Temporary Worker’s release, where such

payment has been disclosed to, and approved in writing by the Client prior to the incurring of the costs and expenses.

(h) medical insurance as charged (where not required under applicable law but is provided to such Temporary Workers); and

(i) SST.

6.2. Assignment Charges shall be worked out using the Calculation applying the applicable Rate set out in the Assignment Schedule. Client shall pay both the Assignment Charges (which sums are RWO fees for provision of its services) as well as Administrative Charges (which sums are attributed to the cost of pay-rolling the Temporary Worker) on a monthly basis.

6.3. RWO shall provide and the Temporary Worker shall be entitled to receive all Statutory Leaves at the Client's costs in accordance with minimum statutory requirements under prevailing Malaysian law or in accordance with Client's policy for Temporary Workers provided that the time off and benefits provided in accordance with Client's policy meets the minimum statutory requirements for employees.

6.4. Where the Statutory Contributions or Statutory Leave entitlement that RWO is required to pay the Temporary Worker changes, there will be a corresponding change in the rate payable by the Client. Other payments that RWO becomes lawfully required to make upon termination of the Temporary Worker (such as notice pay) shall also be on-charged to the Client under these Terms and Conditions.

6.5. The Temporary Worker shall be entitled to receive from RWO all statutory entitlements under prevailing Malaysian laws at Client's costs, including but not limited to overtime pay, encashment of unutilized annual leave upon termination, compensation of Temporary Worker should the Client require the Temporary to work on public holidays and payment of termination benefits.

6.6. The Client undertakes to reimburse in full any costs and expenses that RWO may incur in respect of the Temporary Worker. For the avoidance of doubt, all Statutory Leaves and Statutory Contributions which the Temporary Worker is entitled to under prevailing Malaysian laws as a result of employment with RWO shall be at Client's costs.

7. Assignments

7.1. Temporary Workers provided and employed by RWO are deemed to be under the direction, supervision and control of the Client from the time the Temporary Worker reports to take up duties with the Client and for the duration of the Assignment or any extended period during which the Client instructs or requires the Temporary Worker to perform an Assignment. The Client shall be responsible for the day to day management of the Temporary Workers in relation to their assigned duties. However, any correspondence related to employment matters, including but not limited to performance management and disciplinary actions, shall be issued by RWO based on information or recommendations provided by the Client. RWO is not liable for any acts, errors or omissions of the Temporary Worker, whether on account of willful negligence or otherwise.

7.2. The Client will in all respects comply with the statutes, bylaws and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including legal requirements of workplace health and safety.

7.3. The Client will indemnify, defend and hold RWO harmless from and against all damages, expenses and reasonable legal costs arising from claims (actual or threatened) by a Temporary Worker which arises as a result of the Client's wrongful or negligent acts or omissions and/or breach of any terms and conditions of this Agreement.

7.4. The Client shall notify RWO before altering the Assignment in any way, including if the Client directs the Temporary Worker to work from premises that is not the Client's ordinary or appointed premises. If the Parties agree to extend the Assignment, these Terms and Conditions will continue to apply to the extended Assignment.

7.5. RWO gives no representation or warranty that any Temporary Worker is or will be available to accept any Assignment. Unless specifically directed to do so, RWO is not responsible for obtaining work or other permits, visas, employment passes, references or medical reports or for the verification of professional, academic or other qualifications.

7.6. Should the Temporary Worker terminate the Assignment by giving written notice as set out in the Assignment Schedule, RWO may give the Client the same notice terminating the Assignment Schedule or these Terms and Conditions without RWO incurring any further liability to the Client.

7.7. Should the Client decide to terminate the Temporary Worker prematurely, unless the Temporary Worker agrees in writing formally to an early termination, the Client agrees to pay the total Pay Rate applicable to the remaining term of the Assignment. All unbilled Fees for the remaining portion of the Assignment period will be invoiced by RWO to the Client and will become due and payable immediately. The Client will also pay all fees, costs and expenses arising out of or related to the termination of the Temporary Worker, including without limitation, payment in lieu of notice/early termination penalty, settlement dues or claims, additional statutory payments as per applicable laws, costs related to procurement or return of any RWO, data, equipment, or devices.

7.8. The Client undertakes and warrants to ensure that any request for the termination of the Temporary Worker is made responsibly and fairly and in accordance with prevailing Malaysia laws. The Client further represents that it has proper HR protocol in place and that it shall maintain and retain documentation to substantiate the grounds for termination, which must at all times fall within legally permitted grounds. This includes providing relevant input to and cooperating with RWO to implement a robust performance improvement plan for terminations on the ground of poor performance. For any request to terminate a Temporary Worker, the Client will notify RWO in writing promptly, without undue delay. The notice shall specify the reasons for the request for termination and all necessary facts related thereto, as well as all relevant supporting evidence, whether documentary or otherwise. Upon receipt of the notice and all necessary supporting documents to its satisfaction, RWO will promptly assess the request and determine the appropriate course of action, which at RWO's absolute discretion, may include termination of employment. RWO shall inform the Client of the appropriate process and timeline for termination of the Engagement as per applicable Malaysian laws. The Client agrees to provide RWO its reasonable cooperation to effect termination of the Assignment period and/or the respective employment contract of the Temporary Worker as per the informed process and timeline.

7.9. Should the Temporary Worker raise allegations of unfair dismissal against RWO, the Client agrees to provide full assistance and co-operation to RWO in the defence of such claim, including but not limited to providing full disclosure of all information required in a timely manner and to compensate RWO for all costs and expenses (including but not limited to legal costs) incurred in defending and/or settling such claim with the Temporary Worker.

7.10. RWO reserves its right not to conduct disciplinary action (including suspension) or termination of the Temporary Worker if the Client fails to comply with its obligations under this Clause 7 of the Agreement and/or under prevailing laws of Malaysia, or if RWO determines that disciplinary action or termination is not legally permissible, lacks just cause or excuse, is unfair, or if the evidence provided by the Client is insufficient or unreliable. For the avoidance of doubt, the Client shall remain responsible for all costs and expenses arising from the continued employment of the Temporary Worker by RWO.

8. Replacement of Temporary Workers

8.1. If the Client is dissatisfied with the Temporary Worker, it must notify RWO immediately in writing.

8.2. If requested by the Client, RWO will, subject to the Client meeting its obligations under Clause 7:

(a) remove the Temporary Worker, having regard for any applicable notice period; and

(b) use its best endeavours to provide the Client with a replacement Temporary Worker as soon as possible.

9. Non-Solicitation of Employees

The Client will not during the course of RWO's engagement (either on its own account or for any other individual or organisation), directly or indirectly induce, entice or solicit away or attempt to induce, entice or solicit away from RWO or its affiliates any individual who is an employee, director or consultant of RWO or its affiliates in Malaysia. If the Client directly employs or engages any person in breach of this provision, the Client shall pay to RWO on demand the sum equivalent to twenty five percent (25%) of the Annual Remuneration Package of such person. The Parties agree that this is a genuine pre-estimate of loss. For the avoidance of doubt, this clause should exclude Temporary Worker and Candidate. If the Client solicits a Candidate or Temporary Worker, the Pre-Engagement Transfer Fee (Clause 3.1) or Conversion Fee (Clause 3.3) above shall apply.

10. Personal Data Protection

10.1. Each Party will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing Party, in confidence and will not disclose such information without the consent of the other Party unless required by law or a court of competent jurisdiction, or it has already been made available to the public other than through a breach of this clause. Any personal data or details of the Temporary Worker provided to the Client by RWO shall remain the confidential information of RWO.

10.2. Both Parties shall comply with its obligations in respect of data protection or the privacy of data imposed by applicable law at its own cost, including compliance with the Personal Data Protection Act 2010 in Malaysia ("**PDPA**").

10.3. The Parties undertake that they shall only collect, process and/or transfer any personal data in accordance with the PDPA. Both Parties agree that they shall not disclose any personal data in relation to any Candidates or Temporary Workers to any third party. The Parties shall have in place reasonable security arrangements and appropriate technical and organisational measures to protect the personal data in their possession or under their control against any accidental, unlawful or authorised destruction, loss, access, collection, use, disclosure, copying, modification, disposal or similar risks.

10.4. The Party who collects personal data shall be responsible to obtain the express consent of the data subject to use, process and disclose their personal data and/or sensitive personal data. The Parties shall not collect, process or disclose the personal data for any purpose that is beyond the provision of services under this Agreement.

10.5. For the purposes of this Agreement, "**personal details**" or "**personal data**" shall mean any data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which the Party has or is likely to have access.

11. Governing Law and Jurisdiction

These Terms and Conditions shall be subject to, governed by and construed in accordance with the laws of Malaysia. The courts of Malaysia shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.

12. General

12.1. Unless otherwise notified to the contrary by the Client in writing to RWO, the Client hereby provides RWO with its consent to use and reproduce the Client's name, logo and trademarks in advertising for the Assignment and for RWO's general promotional literature (whether online or in print) provided always that RWO 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 RWO over the intellectual property of the Client.

12.2. Neither Party shall be liable to the other under or in connection with these Terms and Conditions or any contract made upon them for any indirect or consequential loss including but not limited to loss of profits, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. Nothing in these Terms and Conditions limits any warranty, exclusion or limitation of liability or right imposed by statute or regulation to the extent that it cannot lawfully be excluded or limited.

12.3. Subject to the extent that a liability cannot be lawfully excluded or limited, the maximum liability of RWO to the Client in respect of any Assignment shall be limited to one hundred and twenty percent (120%) of the Total Charges which are payable.

12.4. If any of these Terms and Conditions is held by a court or arbitrator(s) to be illegal or unenforceable, that term will be severed from all other terms without affecting the validity or enforceability of all other terms.

12.5. If either Party is prevented in the performance of these Terms and Conditions by an act of God or as a consequence of war, riot, storm or other such circumstances that are completely beyond the control of that Party, then that Party will not be liable for such breach of that Party's obligations under these Terms and Conditions. For the avoidance of doubt, the Client's obligation to pay outstanding invoices shall continue during a force majeure event.

12.6. No failure or delay in exercising any right or remedy will constitute a waiver of that right, and no waiver will be effective unless it is in writing and signed by that Party.

12.7. Those clauses which by their nature are intended to continue to have effect following termination or expiry of these Terms and Conditions shall survive and continue to bind the Parties.

12.8. No variation to these Terms and Conditions can be made without the written consent of the authorised representatives of either Party.

Signed for and on behalf of Client Name	*Signed for and on behalf of **Robert Walters Resource Solutions Sdn Bhd***
	Ai Rene Tan
Client Name (printed)	*Authorised Signatory*
Date signed	*Date signed*

Robert—
—Walters

Assignment Schedule for Temporary Worker
(Template)

This Assignment Schedule for Temporary Worker (this "**Assignment Schedule**") is made with reference to the Terms and Conditions - Professional Employee Management Services and Payroll dated _____ entered into by and between _____having its registered office at _____ and Robert Walters Resource Solutions Sdn Bhd.

This Assignment Schedule incorporates all of the terms and conditions set forth in the Terms and Conditions. All capitalised terms referred to in this Assignment Schedule shall have the same meaning as in the Terms and Conditions.

Client contact:	
Invoice address:	
Candidate name:	
Assignment Role:	
Business division:	
Department/Cost code:	
Start date of Assignment:	
End date of Assignment:	
Probation Period:	
Notice period:	One (1) week during the probation period and one (1) month upon confirmation of employment, or payment in lieu thereof
Rate	25% margin **(**applied on a monthly basis on Total Charges)
Administrative Charges	RM600
Annual leave:	Greater of (a) minimum statutory entitlement or (b) as determined by Client in accordance with Client's policy
Sick leave:	Greater of (a) minimum statutory entitlement or (b) as determined by Client in accordance with Client's policy
Hospitalization leave:	Greater of (a) minimum statutory entitlement or (b) as determined by Client in accordance with Client's policy
Childcare leave:	As determined by Client in accordance with Client's policy, if any
Infant care leave	As determined by Client in accordance with Client's policy, if any
Adoption Leave	As determined by Client in accordance with Client's policy, if any
Maternity leave:	Greater of (a) minimum statutory entitlement or (b) as determined by Client in accordance with Client's policy
Paternity Leave	Greater of (a) minimum statutory entitlement or (b) as determined by Client in accordance with Client's policy
Shared Parental Leave	As determined by Client in accordance with Client's policy, if any

Conversion Fee (for the purpose of clause 3.3):	**Annual Remuneration Package**	**Conversion Fee**
	RM0 - RM100,000 per annum	25% of Annual Remuneration Package
	RM100,001 - RM150,000 per annum	27% of Annual Remuneration Package
	RM150,001 per annum and above	30% of Annual Remuneration Package
Pre-Engagement Transfer Fee (For the purpose of clause 3.1):	**Annual Remuneration Package**	**Pre-Engagement Transfer Fee**
	RM0 - RM100,000 per annum	25% of Annual Remuneration Package
	RM100,001 - RM150,000 per annum	27% of Annual Remuneration Package
	RM150,001 per annum and above	30% of Annual Remuneration Package