

## Agreement for Recruitment Services

Made and Entered into Between

| Company Name: _ |  |
|-----------------|--|
|-----------------|--|

| <b>Company Registration Number:</b> |  |
|-------------------------------------|--|
|-------------------------------------|--|

Company Registered Business address: \_\_\_\_\_

Hereinafter referred to as "the Client", and

Source Connection Services

Company Registration Number: 003007378-M

Company Registered Business address: 39. Jalan Desa Kasia 2/2, Taman Desa Kasia, 71800 Nilai, Negeri Sembilan, Malaysia.

Hereinafter referred to as "Source Connection Services",

On the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_, Hereinafter referred to as "The Agreement Date",

WHEREAS the Client and Source Connection Services wish to enter into an agreement for the engagement of Source Connection Services to perform it's service offered being RECRUITMENT for the Client.

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Source Connection Services (003007378-M) 39, Jalan Desa Kasia 2/2, Taman Desa Kasia, 71800 Nilai, Negeri Sembilan, Malaysia.



The Client and Source Connection Services agree as follows:

- 1. Appointment
  - a. By agreeing to this document by means of signature and company stamp, OR proceeding with any transaction by making payment to Source Connection Services for its service(s), including the one-time Registration & On-Boarding Fee, the client hereby declares and acknowledges that Sources Connection Services is appointed by the Client as a Recruitment Representative to perform the service(s) as listed in clause 2 on behalf of the Client.
  - b. That by Appointing Source Connection Services as a Recruitment Representative, the Client agrees to provide the use of the client's Intellectual Property of branding and registered trademarks including but not limited to, company and brand Logos, images of restaurant(s) and personnel by Source Connection Services ONLY for the purpose of advertising the Client's job vacancy searches on any media, online or otherwise.
  - c. The duration of this Agreement shall begin on the Agreement Date, and unless sooner terminated by mutual agreement between Source Connection Services and the Client in writing, this Agreement shall remain in effect for a period of five years.
- 2. Source Connection Services' offered Service(s)

## a. **RECRUITMENT**

- i. To source for suitable candidates that meet the minimum criteria of being able-bodied Malaysian or Foreign citizens of legally working age to be searched, assessed, and recommended for hire to the client for F&B positions (including but not limited to waiter/waitress, bar staff, service crew, kitchen assistants) into the Client's legally registered establishment/organization.
- ii. If so desired by the client, arrange/schedule an interview session for the candidate with the Client.
- iii. the immigration status or any required work permit for any Foreign citizen/national searched and recommended for hire by Source Connection Services under the Recruitment Service, is entirely the responsibility of the client.
- iv. Pursuant to clause 2.a.iii, the Client indemnifies and waves all rights to any claims against Source Connection Services for any action(s) against the Client, legal or otherwise by any party with regards to the immigration status or actions of any foreign national/citizen that is/are recommended for hire to the Client by Source Connection Services.
- v. The Recruitment service provided by Source Connection Services are offered in a single price plan as listed below:
  - RECRUITMENT PLAN: A SEARCH & ASSESS FEE is charged at RM400 per candidate and provides for a 6 day Suitability Assessment period whereby if a candidate that is recommended for hire by Source Connection Services is interviewed and hired by the client, but found to be unsuitable for

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whatsoever reason inaccordance to the employment laws of Malaysia, Or if the candidate does not show up for work for 2 consecutive working days and the client wishes to terminate the candidate, the Client will not be required to pay the SEARCH ASSESS FEE. If the candidate is retained in employment by the Client on the 7th day of employment onwards, the SEARCH & ASSES FEE will be due to Source Connection Services immediately.

- vi. That the plans as listed in clause 2.a.v carries the following terms that the Client agrees to abide by:
  - Employment Letter the client agrees to provide the hired candidate(s) with an employment letter that is according to the Employment Laws of Malaysia within seven (7) days of the candidate commencing work. Confirmation of hire by the client AND the confirmed commencement work date of the candidate(s) to Source Connection Services is recognized in any form of communication, written or electronic.
  - Source Connection Services provides for a 6 Day Suitability Assessment Period for the Recruitment Plan for which the Client will be exempt from payment of the SEARCH & ASSESS FEE only in the following circumstances:
    - a. That the candidate resigns from his/her position from the Client's establishment/organization on his/her own accord without coercion from the Client within the first 6 days of employment from the commencement date.
    - b. That the candidate breaches any term(s) or clause(s) in his/her employment letter/terms and is terminated by the Client within the first 6 days of employment from the commencement date.
    - c. Upon hire by the Client, all matters pertaining to the candidate(s) and/or the relationship between the candidate(s) and the Client, and any resulting communications between the Client and the candidate(s) are the sole responsibility of the Client.

## vii. Cancellation Fee

- 1. A confirmation of the Client's requirements via any documented means including written and/or electronic is deemed binding.
- 2. As long as the Client does not inform Source Connection Services by the same means as stated in clause 2.a.vii.1 that the requirements are no longer valid, the Client therefore agrees that a cancellation fee of RM150 is payable to Source Connection Services for each candidate that has been sourced, assessed, filtered and is being compiled to be submitted to the Client for the recommendation for hire. Proof of sourced candidates will be provided to the Client by means of the submission of a minimum of a candidate's name and IC number as they are sourced.

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## 3. Marketing

a. Upon a successful hire of the first candidate by the Client resulting from Source Connection Services' services rendered, the Client agrees to allow the use of the client's Brand/Restaurant name and corresponding logo(s) for use ONLY as a reference as a client on any of Source Connection Services' online or offline presence and marketing materials including but not limited to Social media (Facebook, Instagram, etc). Any testimonials from the Client will require written consent from the Client.

Signed for and on behalf of The Client:

| Signature and Co. Stamp  |      |
|--------------------------|------|
|                          |      |
| Company Name:            | -    |
| Company Registration No: | <br> |
| Name:                    |      |
| Indilie.                 |      |
| Designation:             |      |
| Date:                    | <br> |

Signed for and on behalf of Source Connection Services:

| Signature and Co. Stamp              |                                      |  |
|--------------------------------------|--------------------------------------|--|
| Company Name: _SOUR                  | CE CONNECTION SERVICES               |  |
| Company Registration No:_003007378-M |                                      |  |
| Name:                                | _JASON VICTOR SINGH JOSEPH ESABBEOUS |  |
| Designation:                         | _MANAGING PARTNER                    |  |
| Date:                                |                                      |  |
|                                      |                                      |  |

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