



Agreement for Human Resource Search Services

Made and Entered into Between

Company Name: _____

Company Registration Number: _____

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 its service offered being Human Resource Search for the Client.

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 Source Connection Services is appointed by the Client as a Human Resource Search 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 Human Resource Search 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 to Source Connection Services ONLY for the purpose of advertising the Client's job vacancy or vacancies searches on any media, digital 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 two (2) years.
- d. That by the appointment of Source Connection Services as a Human Resource Search Representative, the Client agrees that the terms of this agreement will extend to any of its related and/or affiliated parties including but not limited to subsidiaries and joint-venture companies where Source Connection Services' services are utilised..

2. Source Connection Services' offered Service(s)

a. **HUMAN RESOURCE SEARCH**

- i. To search and assess according to a minimum criteria as set by the Client, suitable candidates that meets the basic conditions of being able-bodied Malaysian or Foreign citizens of legal working status to be recommended for interview to the client for Food and Beverage service positions (including but not limited to waiter/waitress, bar staff, service crew, kitchen assistants) into the Client's legally registered establishment/organization.
- ii. to 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 interview by Source Connection Services under the Human Resource Search 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 interview to the Client by Source Connection Services.



- v. The Human Resource Search service provided by Source Connection Services are offered in a single price plan as listed below:
1. SEARCH & ASSESS PRICE PLAN: a SEARCH & ASSESS FEE is charged at RM500 per candidate and provides for a 6 day Suitability Assessment period whereby if a candidate that is recommended for interview by Source Connection Services is interviewed and hired by the client, but found to be unsuitable for whatsoever reason in accordance to the employment laws of Malaysia, and the client wishes to terminate the candidate's employment, 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.
 - a. Candidate Profile - For each searched and assessed candidate, Source Connection Services will submit a Candidate Profile to the client immediately upon availability. The candidate profile will contain relevant information pertaining to the candidate.
 - b. Upon receiving and based on the Candidate Profile, the Client agrees to inform Source Connection Services within 7 days if the Client wishes to interview the Candidate.
 - c. Should the Client agree to interview a candidate, Source Connection Services undertakes to perform the task of scheduling said interview between the Client and the candidate based on the availability of both parties.
 - d. Upon each successfully scheduled, conducted and concluded interview of a candidate, the Client agrees to inform Source Connection Services of the Client's decision to either schedule a follow-up interview, hire or reject said candidate within 7 days of the concluded interview.
- vi. That the plan as listed in clause 2.a.v.1 carries the following terms that the Client agrees to abide by:
1. 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.
 2. Confirmation and Communication of Hire - If the Client agrees and confirms to hire a candidate according to 2.a.v.1.d, the Client agrees to provide Confirmation AND Communication of the hire of said candidate and the confirmed commencement work date to Source Connection Services no later than 14 days from the date of the corresponding scheduled interview. This confirmation and communication is recognized in any form of communication, written or digital.
 3. Commencement Fee - A commencement Fee of RM100 is payable immediately to Source Co upon the commencement of work by any hired candidate by the Client that was recommended for interview by Source Connection Services. The commencement fee of RM100 is A PART of the SEARCH & ASSESS FEE and upon payment of the Commencement Fee,



there will be a remainder of RM400 of the SEARCH & ASSESS FEE to be paid on the 7th day of the candidate's appointment if the candidate is retained till then. The commencement fee is non refundable under any circumstance.

4. Source Connection Services provides for a 6 Day Suitability Assessment Period for the Search & Assess Price Plan for which the Client will be exempt from payment of the remainder of the SEARCH & ASSESS FEE of RM400 only under 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 a successful interview whereby the the Client has confirmed and communicated the intention to hire a candidate(s) to Source Connection Services, all matters pertaining to the hire of said 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. Search Time Frame: All time frames publicised, mentioned or provided by Source Connection Services in any form are estimated and are not guaranteed.

viii. Cancellation Fee

1. A confirmation of the Client's requirements via any documented means including written and/or digital 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.viii.1 that the requirements are no longer valid, the Client therefore agrees that a cancellation fee of RM100 is payable to Source Connection Services for each candidate that has been searched, assessed and submitted to the Client for the recommendation for interview. Proof of searched and assessed candidates will be provided to the Client by means of the submission of the basic candidate profile as listed in 2.a.v.1.a.

3. Marketing

- a. Upon the 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, advertising, and marketing materials including but not limited to post and advertisements on 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: _____

Name: _____

Designation: _____

Date: _____

Signed for and on behalf of Source Connection Services:

Signature and Co. Stamp

Company Name: _SOURCE CONNECTION SERVICES______

Company Registration No: _003007378-M______

Name: _JASON VICTOR SINGH JOSEPH ESABBEOUS______

Designation: _MANAGING PARTNER______

Date: _____