

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

SERVICES AGREEMENT

SERVICES AGREEMENT

This Agreement for the Supply of Services ("**Agreement**") is dated _____ between:

(1) _____ a company incorporated and registered in Malaysia with its place of business at _____ ("**Supplier**"); and

(2) _____), a company incorporated and registered in Malaysia with its registered office at _____ ("**Customer**").

Each of the _____ and _____ is referred to as "**Party**" and _____, as "**Parties**".

RECITALS

(A) The _____ is in the _____ of providing the _____ (as defined herein).

(B) The _____ wishes to obtain and the Supplier _____ to provide the _____ on the terms and conditions set out in this _____.

Now it is hereby agreed between the Parties as follows:

1 INTERPRETATION

The following _____ and rules of _____ apply in this Agreement.

1.1 Definitions

Business Day any day between _____ to _____ which is not a public _____ in the state in _____ where the _____ are _____ by the _____.

Business Hours the period _____ 9:00 am to _____ m on any _____ Day.

Charges the sums _____ for the _____, as set out in _____.

GST _____ and services tax, under the Goods and Services _____.

Intellectual Property Rights any patent, copyright, _____ right, _____, service mark, _____, trade _____, goodwill, _____, confidential information, _____, property or _____ similar to the _____ (whether _____ or _____) in any _____ and in any form, _____ or _____ now known or later _____.

Services the _____ as set out in _____ of this Agreement.

1.2 Clause and _____ headings _____ not affect the interpretation of this _____.

1.3 A _____ includes a natural person, _____ or _____ body (whether or not having separate legal _____).

1.4 The _____ forms part of this _____ and shall have _____ as if set out in full in the body of this _____. Any _____ to this _____ includes the _____.

1.5 This _____ shall be binding on, and _____ to the benefit of, the _____ to this _____ and their respective personal _____, successors and _____ assigns, and _____ to any _____ shall i _____ that Party's _____ representatives, _____ and permitted _____.

1.6 A _____ to "**writing**" or "**written**" includes _____ but not _____.

- 1.7 Any [redacted] on a Party not to do something is [redacted] an obligation not to allow that thing to be done.
- 1.8 A reference to [redacted] " or to any other [redacted] or [redacted] referred to in this Agreement is a [redacted] of this [redacted] or such other [redacted] or document as [redacted] or novated (in each [redacted], other than in [redacted] of the provisions of this [redacted]) from time to [redacted].
- 1.9 References to [redacted] are to the [redacted] of this [redacted].
- 1.10 Any words [redacted] the terms "including", "include", "in particular", "for example" or any expression shall be [redacted] as illustrative and [redacted] not limit the [redacted] of the [redacted], [redacted], [redacted], phrase or term [redacted] those terms.

2 COMMENCEMENT AND DURATION

- 2.1 In [redacted] of the [redacted] and mutual [redacted] contained [redacted] and for other [redacted] and valuable [redacted], the [redacted] and [redacted] of which is hereby [redacted] acknowledged, the Parties [redacted] that the [redacted] shall [redacted] the [redacted] to the [redacted] and the [redacted] shall pay the [redacted] for the [redacted] in [redacted] with the [redacted] of this [redacted].
- 2.2 This [redacted] shall [redacted] and come into full [redacted] and effect on the [redacted] of this [redacted] and shall [redacted] for a period of [redacted] months [redacted] earlier [redacted] in [redacted] with the [redacted] of this [redacted].
- 2.3 Upon the [redacted] of this [redacted], this [redacted] shall [redacted] automatically [redacted] a [redacted] gives a [redacted] month [redacted] notice to the [redacted] Party of its [redacted] to renew this [redacted] in [redacted] with the [redacted] of this [redacted].

3 SUPPLIER'S RESPONSIBILITIES

- 3.1 The [redacted] shall use its reasonable [redacted] to provide the [redacted] Services in [redacted] with this [redacted] in all [redacted] respects.
- 3.2 The [redacted] shall [redacted] a [redacted] for the [redacted]. That [redacted] shall be the first [redacted] of contact in [redacted] to this [redacted] and shall have the authority to [redacted] bind the [redacted] on all matters [redacted] to the [redacted]. The [redacted] may replace that [redacted] from time to [redacted] where reasonably [redacted] in the interests of the [redacted] business.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- 4.1.1 [redacted] with the [redacted] in all [redacted] relating to the [redacted];
- 4.1.2 [redacted] a manager for the [redacted]. That [redacted] shall be the [redacted] point of [redacted] in [redacted] to this [redacted] and shall have the [redacted] to [redacted] to [redacted] the Customer on [redacted] relating to the [redacted];
- 4.1.3 [redacted], for the [redacted], its agents, [redacted], consultants and [redacted], in a timely [redacted] and at no charge, [redacted] to the [redacted] premises, office [redacted], data and [redacted] facilities as [redacted] by the [redacted];
- 4.1.4 [redacted] to the [redacted] in a timely manner all [redacted], [redacted], items and [redacted] in any form ([redacted] owned by the [redacted] or third party) [redacted] required by the [redacted] in [redacted] with the [redacted] and [redacted] that they are [redacted] and [redacted];
- 4.1.5 [redacted] obtain and [redacted] all [redacted] licences and [redacted] and [redacted] with all relevant [redacted] as [redacted] to enable the [redacted] to provide the [redacted] before the [redacted] on [redacted] the Services are to [redacted].
- 4.2 If the [redacted] of its obligations [redacted] this Agreement is [redacted] or [redacted] by any act or [redacted] of the [redacted], its agents, [redacted], [redacted] or employees, then, [redacted] to any other right or [redacted] the [redacted] may have, the [redacted] shall be [redacted] an extension of [redacted] to perform its [redacted] equal to the [redacted] caused by the [redacted].

5 NON-SOLICITATION

- 5.1 [redacted] shall not, without the [redacted] written [redacted] of the [redacted], at any [redacted] from the date of this [redacted] to the expiry of [redacted] months after the [redacted] of this [redacted],

solicit or away from the or employ or attempt to any who is, or has been, as an employee, or of the Supplier in the of the Services.

6 CHARGES AND PAYMENT

6.1 The Customer shall pay the Charges to the for its Services.

6.2 The daily rate for the Supplier is

6.3 Where the Charges are calculated on a and materials basis:

6.3.1 the Supplier's standard fee rates for each person as set out in are on the basis of an day, worked during Hours;

6.3.2 the ensure that every whom it engages on the time sheets to time spent on the, and the Supplier shall indicate the spent per in its invoices.

6.4 The Parties agree to the sequence of procedure in of invoicing and payments:

6.4.1 the shall the for the on a weekly basis;

6.4.2 the shall pay each submitted to it by the within days of receipt.

6.5 Without to any other right or that it may have, if the fails to pay the any sum due this on the :

6.5.1 the shall pay on the amount at the per . Such interest shall on a daily basis from the due until actual of the amount, before or after . The shall the interest the overdue ; and

6.5.2 the may suspend all or part of the until has been in full.

6.6 In the event that the is a GST registered person, all sums to the by the under this :

6.6.1 are exclusive of GST, and the shall in pay an equal to any GST on those sums; and

6.6.2 shall be paid in full without any , or deduction.

7 DATA PROTECTION AND DATA PROCESSING

7.1 Where , to the that any of the /information to the by the and/or collected or by the Supplier on of the Customer to this Agreement, consists of or "sensitive personal data" (collectively, "**the personal data**") as in the Personal Data Protection Act 2010 ("PDPA"), the agrees, and shall procure its and sub-contractors shall the data protection or as by the as may be modified from time to .

7.2 Where this is applicable, the agrees to the Customer all losses, costs, , liabilities, , claims, and which the may incur out of a breach of this .

8 CONFIDENTIALITY

8.1 Each Party that it shall not disclose to any any information concerning the business, affairs, , clients or of the other Party, as permitted by .

8.2 Each Party may disclose the other Party's confidential information:

8.2.1 to its , officers, or advisers who to know such for the of the Party's rights or out its under or in with this . Each shall ensure that its or to whom it the other Party's information comply with this ; and

8.2.2 as may be required by law, a court of competent [redacted] or any governmental or regulatory authority.

8.3 No Party shall use any other Party's confidential information for any [redacted] other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9 LIMITATION OF LIABILITY

9.1 Subject to [redacted], a [redacted] Party shall [redacted] and hold [redacted] the non-defaulting Party [redacted] each and [redacted] action, proceeding, [redacted], loss, [redacted], cost, claim, [redacted] and other [redacted] of any nature [redacted] incurred or [redacted] by the [redacted] Party as a [redacted] of, [redacted] without [redacted], any [redacted] of contract, [redacted], fraud, [redacted], of statutory duty or [redacted] with any [redacted] of this [redacted] or breach of any of the [redacted] of this [redacted] by the defaulting [redacted].

9.2 Nothing in this [redacted] shall limit or [redacted] the [redacted] liability for:

9.2.1 death or [redacted] injury or [redacted] to or loss or [redacted] or [redacted] property caused by negligence;

9.2.2 [redacted], tort of deceit, [redacted] or [redacted] acts or [redacted] or fraud by the [redacted] and/or their [redacted] or agents;

9.2.3 any [redacted] arising out of any [redacted] to indemnify the [redacted] under this [redacted];

9.2.4 direct damages [redacted] to the innocent Party as a [redacted] of any breach of this [redacted] by the [redacted]; and

9.2.5 [redacted] which may not [redacted] be [redacted] or [redacted] under any [redacted] law.

9.3 The [redacted] shall not be liable to the [redacted] for any indirect or [redacted] loss [redacted] under or in [redacted] with this [redacted] including loss of [redacted], loss of sales or [redacted], loss of [redacted] or [redacted], loss of or [redacted] to [redacted].

The [redacted] total liability to the [redacted], whether in [redacted], tort (including [redacted]), for breach of [redacted] duty, or [redacted], arising under or in [redacted] with this [redacted] shall be limited to [redacted].

10 TERMINATION

10.1 Either Party may [redacted] this [redacted] with [redacted] effect by [redacted] written [redacted] to the other Party if the other Party:

10.1.1 commits a material [redacted] of any [redacted] of this [redacted] which [redacted] is [redacted] or (if such [redacted] is [redacted]) fails to [redacted] that [redacted] within a period of [redacted] days after being [redacted] in writing to do so;

10.1.2 [redacted] or [redacted], or threatens to [redacted] or cease, [redacted] all or a substantial part of its [redacted];

10.1.3 is [redacted] to or threatens to [redacted] or is in [redacted] of [redacted] subject to any [redacted] of [redacted] proceedings;

10.1.4 passes a [redacted] for its [redacted] winding up;

10.1.5 convenes any [redacted] of its creditors for [redacted] of any [redacted] payment; or

10.1.6 has a [redacted] or a receiver [redacted] over the whole or part of its [redacted].

10.2 The [redacted] may [redacted] this [redacted] with [redacted] effect by giving [redacted] notice to the Customer if the [redacted] fails to pay any [redacted] due [redacted] this [redacted] on the due [redacted] for [redacted] and [redacted] in default for [redacted] days after being [redacted] in writing to [redacted] such payment.

11 CONSEQUENCES OF TERMINATION

11.1 On [redacted] or expiry of this [redacted]:

11.1.1 the Customer shall [redacted] pay to the [redacted] all of the [redacted] outstanding unpaid [redacted] and interest and, in [redacted] of the [redacted] supplied but for [redacted] no

- has been _____, the Supplier may _____ an invoice, which shall be payable _____ on receipt;
- 11.1.2 the _____ shall on _____ return all _____, information, items and materials in any form, _____ owned by the _____ or a third party, which are _____ by the Customer to the Supplier in connection with the Services, not used up in the provision of the _____; and
- 11.1.3 Clause 1 (Interpretation), _____ Clause 8 (Confidentiality), Clause 9 (Limitation of liability), _____, Clause 15 (_____), Clause 17 (Severance), _____ shall survive the _____ of this _____
- 11.2 _____ or expiry of this _____ shall not _____ any rights, remedies, _____ or _____ of the _____ that have _____ up to the date of _____ or expiry, _____ the right to claim _____ in respect of _____ breach of the _____ which _____ at or _____ the _____ of _____ or expiry.

12 FORCE MAJEURE

- 12.1 Neither _____ shall be liable for any delay in _____ its _____ or for failure to _____ its _____ under this _____ if the _____ or failure _____ from any _____ beyond the reasonable _____ of the Party concerned _____ (but _____ prejudice to the _____ of the _____) fire, act of God, _____ flood, civil _____, war, riots, acts of government/ _____ authority, public _____ failures or _____ but in such _____ it shall notify the other _____ in writing as _____ as is _____ practicable following _____ aware of any such _____ and giving _____ of the said _____ in the _____.
- 12.2 If the _____ prevails for a _____ period of more than _____ month, _____ Party terminate this _____ by giving _____ days' _____ notice to the other _____. On the _____ of this notice period, this _____ will terminate. Such _____ shall be _____ to the _____ of the _____ in respect of any _____ of this Agreement _____ prior to such _____.

13 WARRANTIES

- 13.1 The _____ represent and warrant to each other as follows:
- 13.1.1 it is a legal _____ duly _____ and _____ existing under the law;
- 13.1.2 it has power and _____ to enter into and perform its obligations under this Agreement;
- 13.1.3 the _____ into and _____ of its _____ under this _____ will not _____ any law;
- 13.1.4 all necessary _____ for the entering into and _____ of its _____ under this _____ have been _____;
- 13.1.5 its obligations _____ this _____ are valid, _____ and _____; and
- 13.1.6 as at _____ date of this _____, it is not _____ in any _____, _____ or other _____ for dispute _____, and to its _____ there are no _____, arbitrations or other _____ for dispute resolution _____ against it and _____ for _____

14 ASSIGNMENT

- 14.1 The _____ shall not _____ or deal in any other _____ with any of its rights and _____ under this _____.
- 14.2 The _____ may at any time _____ or deal in any other _____ with any or all of its _____ under this _____, provided that the _____ gives prior written _____ of such _____ to the _____.

15 VARIATION AND WAIVER

- 15.1 No _____ of this _____ shall be _____ unless it is in writing and _____ by the Parties (or their _____ representatives).
- 15.2 No failure or delay by a _____ to exercise any _____ or _____ provided under this _____ or by law _____ constitute a _____ of that or any other right or _____, nor shall it _____ or restrict the _____

exercise of that or any right or remedy. No single or exercise of such right or shall or restrict the further of that or any other right or . A of any right or under this or by law is only if it is in .

15.3 Except as provided in this , the rights and provided this are in to, and not exclusive of, any rights or provided by law.

16 RIGHTS AND REMEDIES

The rights and provided under this are in to, and not exclusive of, any or remedies by law.

17 SEVERANCE

17.1 If any or of this is or becomes invalid, illegal or , it shall be modified to the extent to make it valid, and enforceable. If such is not , the relevant or shall be deleted. Any to or deletion of a or under this clause not affect the validity and of the of this .

18 ENTIRE AGREEMENT

18.1 This constitutes the entire between the and supersedes and extinguishes all agreements, assurances, and them, whether or oral, to its subject matter.

18.2 Party that it shall no remedies in of any statement, assurance or (whether innocently or) that is set out in this . Each agrees it shall have claim for innocent or misrepresentation or based on any in this .

19 NO PARTNERSHIP OR AGENCY

19.1 in this is intended to, or be deemed to, any or joint venture any of the , constitute any Party the of another , or any to make or enter into any for or on of any other .

19.2 Each Party it is on its own and not for the of any other .

20 NOTICES

20.1 A notice or other given to a under or in with this shall be in and shall be by hand, fax or by registered post to:

If to :

Address :

Tel No. :

Fax No. :

Attention :

If to :

Address :

Tel No. : [REDACTED]

Fax No. :

Attention : [REDACTED]

20.2 [REDACTED] of a notice is [REDACTED] to have taken place (provided [REDACTED] all other [REDACTED] in this [REDACTED] have been satisfied) if [REDACTED] by hand, at the [REDACTED] the notice is left at the [REDACTED], or if sent by fax, at the time of [REDACTED], or if [REDACTED] by post on the [REDACTED] Business [REDACTED] after posting, [REDACTED] such deemed [REDACTED] would occur outside [REDACTED] Hours in the place of [REDACTED] receipt, in which case [REDACTED] receipt will occur when [REDACTED] next starts in the [REDACTED] of receipt (and all [REDACTED] to time are to [REDACTED] time in the place of [REDACTED]).

20.3 This [REDACTED] does not apply to the [REDACTED] of any [REDACTED] or other [REDACTED] in any legal action.

21 COSTS

Each [REDACTED] shall bear and [REDACTED] for its [REDACTED] costs and [REDACTED] for and [REDACTED] to the [REDACTED] of this [REDACTED]. The [REDACTED] shall [REDACTED] all [REDACTED] duty payable on this [REDACTED].

22 COUNTERPARTS

This [REDACTED] may be [REDACTED] in any number of [REDACTED], each of which when [REDACTED] shall constitute a duplicate [REDACTED], but all the [REDACTED] shall together [REDACTED] the one [REDACTED].

23 GOVERNING LAW AND JURISDICTION

23.1 This [REDACTED] and any dispute or [REDACTED] (including non-contractual [REDACTED] or claims) arising out of or in [REDACTED] with it or its [REDACTED] matter or [REDACTED] shall be [REDACTED] by and [REDACTED] in [REDACTED] with the law of [REDACTED].

23.2 Each Party [REDACTED] agrees that the courts of [REDACTED] shall have [REDACTED] to settle any [REDACTED] or claim (including [REDACTED] disputes or claims) [REDACTED] out of or in [REDACTED] with this [REDACTED] or its [REDACTED] matter or [REDACTED].

[the rest of this page is intentionally left blank]

Schedule 1

SERVICES

[REDACTED]

Execution

Executed as an Agreement the day and year first stated above.

SIGNED by the Supplier

in the presence of:-

)
)
)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name:

NRIC/Passport No.:

Designation:

SIGNED by the Customer

in the presence of:-

)
)
)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name:

NRIC/Passport No.:

Designation: