



IT CONTRACT FOR SERVICE AGREEMENT

SAF/IT/CON/130/20

This contract for service agreement is made between “**Virtual Calibre Consulting Sdn Bhd**” (herein after called “**Virtual Calibre Consulting Sdn Bhd**”) having its office at 1 Tech Park Bandar Utama, Lot 6.15, Level 6, No. 7, Jalan Tanjung, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan, Malaysia and **Mr. Syed Al Fazim**, son of **Mr. Liyakath Ali B. Syed Sahib** and holder of **NRIC No. 900529-75-5029** (Herein after called “**CONSULTANT**”) currently residing **No 56, Jalan Nilai Perdana 1, 71800 Nilai, Negeri Sembilan, Malaysia** and having permanent address **No 56, Jalan Nilai Perdana 1, 71800 Nilai, Negeri Sembilan, Malaysia** concerning the provision of providing professional services as **Senior Java Developer** for Virtual Calibre Consulting Sdn Bhd on 26th day of November, 2020.

This agreement is subject to the following terms and conditions:

1. DURATION OF ENGAGEMENT

- a) The initial term of the engagement shall be for 6 months until **July 03, 2021** starting from **January 04, 2021** subject to extension for further period upon mutual consent.
- b) Pro rate days will be taken as 22 days.
- c) During the term of this Agreement, either party may terminate this Agreement upon written notice of One (01) month.

2. PLACE OF ENGAGEMENT

- a) The principal place of engagement shall be in Kuala Lumpur/ Selangor.
- b) Virtual Calibre Consulting Sdn Bhd or its client shall arrange for and provide the following to CONSULTANT when required to travel outside Malaysia.
 - Decent accommodation
 - Perdiem
 - Transport
 - Flight
- c) The normal working hour is from Monday to Friday from 0830 hours – 1730 hours. However, CONSULTANT may be required to work additional hours during the weekdays and weekends to meet project deliverable due dates and also CONSULTANT will be required to work in shifts as per the CLIENT's schedule.

3. TERMINATION OF ENGAGEMENT

- a) CONSULTANT may terminate this Agreement if Virtual Calibre Consulting Sdn Bhd is in breach of this Agreement by not complying with this Agreement by providing a written notice of one (1) months and if Virtual Calibre Consulting Sdn Bhd does not rectify its breach during the notice period. In case, CONSULTANT fails to provide one (1) month written notice, Virtual Calibre Consulting Sdn Bhd has the right to deduct one (1) month service fee from CONSULTANT.
- b) Virtual Calibre Consulting Sdn Bhd may terminate this Agreement by providing written notice to the CONSULTANT with a minimum notice period of one (1) month if the CONSULTANT is in breach of this Agreement by not complying with this Agreement and if CONSULTANT does not rectify its breach during the notice period. Virtual Calibre Consulting Sdn Bhd will issue the written notice by email and ordinary post to the address stated in the agreement or residential address in Malaysia.
- c) If any of the parties to this Agreement is unable to continue performing tasks under this Agreement for reasons beyond their control then this Agreement will be terminated.
- d) Upon termination by either Virtual Calibre Consulting Sdn Bhd or CONSULTANT, CONSULTANT will terminate all tasks for the project in an orderly manner as soon as practical or in accordance with a



- schedule agreed to by both parties. This Agreement will be deemed terminated on the date of completion of the obligations of CONSULTANT
- e) If Virtual Calibre Consulting Sdn Bhd cancels this Agreement for default by the CONSULTANT, Virtual Calibre Consulting Sdn Bhd will pay CONSULTANT for all work completed and in accordance with Clause 5. CONSULTANT shall deliver to Virtual Calibre Consulting Sdn Bhd all documents, information and work in process produced in performance of this Agreement.
 - f) The following shall also constitute cause for the immediate termination of the Engagement.
 - Absence from work or Hospitalised for five (5) consecutive working days without approval from Virtual Calibre Consulting Sdn Bhd; (Or)
 - Act of dishonesty, misconduct on the part of CONSULTANT; (Or)
 - Breach by CONSULTANT of any terms of this agreement; (Or)
 - CONSULTANT takes up any other engagement during this engagement without prior permission of Virtual Calibre Consulting Sdn Bhd
 - Virtual Calibre Consulting Sdn Bhd or its client unsatisfied with CONSULTANT work performance and attitude
 - g) If in case the CONSULTANT decides to leave the project by tendering resignation before the expiry of the contract CONSULTANT agrees to repay all expenses incurred for obtaining the employment visa and other related expenses.
 - h) CONSULTANT agrees to compensate for all expenses and damages incurred by Virtual Calibre Consulting Sdn Bhd in case the CONSULTANT do not join the project in time after acceptance of the offer.
 - i) If CONSULTANT takes up any other engagement or contract for service offer during this engagement without written permission of Virtual Calibre Consulting Sdn Bhd, Virtual Calibre Consulting Sdn Bhd will have all rights to take all necessary legal actions against the CONSULTANT.
 - j) If for any reason the Project is put on hold or project is ended before the schedule Consultant will be provided 50% of the salary as bench salary while awaiting for another project.

4. SCOPE OF WORK & CONSULTANTS RESPONSIBILITY

CONSULTANT shall furnish services to be performed as per below scope of work: -

Role : Senior Java Developer
Scope : Senior Java Developer

5. PAYMENT TERMS

Virtual Calibre Consulting Sdn Bhd shall pay the salary applicable to CONSULTANT within 7 days from completion of the month to the nominated bank account of the CONSULTANT.

6. WAIVER

- a) The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement, shall not be construed as a waiver of such provisions or one of the rights of such party thereafter to enforce each and every such provision.
- b) All amendments, changes, revisions and discharges of this Agreement, in whole or on part, and from time to time shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

7. NOTICES

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall be in writing and shall be sent by registered mail as appropriately posted or sent by telex, followed by facsimile or electronic mail to the respective parties as follows:-



Virtual Calibre Consulting Sdn Bhd (920360-T) having its office at

1 Tech Park Bandar Utama,
Lot 6.15, Level 6,
No. 7, Jalan Tanjung, Bandar Utama,
47800 Petaling Jaya,
Selangor Darul Ehsan, Malaysia
Tel : +603-7729 0031 Fax : +603-7710 0116
www.virtualcalibre.com

Mr. Syed Al Fazim,
NRIC No. 900529-75-5029

No 56,
Jalan Nilai Perdana 1,
71800 Nilai, Negeri Sembilan, Malaysia

8. PROPER LAW AND JURISDICTION

The Laws of Malaysia shall govern this Agreement. Any proceedings arising out of or in connection with this Agreement shall be brought in the Courts of Malaysia.

9. CONFIDENTIALITY

- a) All information deemed confidential by Virtual Calibre Consulting Sdn Bhd and its customers or other third parties shall be disclosed to CONSULTANT. CONSULTANT shall maintain a strict confidence, and shall use and disclose any information of a competitively sensitive proprietary nature which he receives in connection to the work performed for Virtual Calibre Consulting Sdn Bhd, only when authorised by Virtual Calibre Consulting Sdn Bhd to do so. Such confidentiality shall continue even after the termination of this contract.
- b) Virtual Calibre Consulting Sdn Bhd shall take reasonable steps to identify for the benefit of CONSULTANT any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to:-
 - information generally available to the public;
 - information released by Virtual Calibre Consulting Sdn Bhd generally without restriction;
 - Information approved by Virtual Calibre Consulting Sdn Bhd for the use and disclosure of CONSULTANT without restriction.
- c) Notwithstanding the foregoing restrictions, CONSULTANT may use and disclose any information: -
 - to the extent required by an order of any court of other governmental authority or
 - as necessary for it or them to protect their interest in this Agreement but in each case only after Virtual Calibre Consulting Sdn Bhd has been so notified in writing and has had the opportunity, where possible, to obtain reasonable protection for such information in connection with the disclosure or
 - with the written permission of Virtual Calibre Consulting Sdn Bhd.

10. DIRECT ENGAGEMENT WITH CLIENTS OF VIRTUAL CALIBRE GROUP OF COMPANIES

CONSULTANT is also forbidden to accept any engagement to work directly with Virtual Calibre group of companies or its clients that CONSULTANT has attended during this assignment, under this agreement for a period of twelve (12) months after acceptance of the deliverables or after the termination of this Contract Service or negotiate or hold any discussions for contract for service without written consent from Virtual Calibre Consulting Sdn Bhd.



11. **ASSIGNMENTS**

Virtual Calibre Consulting Sdn Bhd has the right to assign or sub-contract the benefits of this Agreement to a third party.

12. **CONTRACT FEE AND OTHER BENEFITS**

- a) Gross Contract Fee RM8,500.00 (Ringgit Malaysia Eight Thousand Five Hundred) only per month.
- b) EPF & SOCSO will be paid as per Malaysian laws.
- c) Medical Insurance will be provided for self under AIA Group Insurance Policy as per company policy.
- d) Laptop will be provided.
- e) Income-tax will be deducted at source.

f) **Leaves:**

Annual Leaves: CONSULTANT will be eligible for 1 day paid leave per month. All such Leave Application should be submitted in the prescribed form (Virtual Calibre Leave Form) and duly approved by Employee's immediate Reporting Authority and Head of VCCSB. All entitled leaves should be exhausted within the valid contract period as per calendar financial year, pro-rated. Failing which balance leaves will be forfeited. Cash entitlement in lieu of Leaves is not applicable.

13. **GENERAL PROVISIONS**

- a) CONSULTANT warrants that, during the term of this Agreement, CONSULTANT will remain free of any obligations and restrictions that would interfere or be inconsistent with, or present a conflict of interest concerning CONSULTANT satisfying its obligations under this Agreement.
- b) CONSULTANT may not subcontract or delegate any portion of this Agreement without Virtual Calibre Consulting Sdn Bhd's prior written approval.
- c) CONSULTANT may not use any trademark or trade name of Virtual Calibre Consulting Sdn Bhd or its related companies or refer to this Agreement or the services performed under this Agreement in connection with any product, promotion or publication, without Virtual Calibre Consulting Sdn Bhd's prior written consent.
- d) CONSULTANT shall, at all time, comply with all applicable Federal, State and local laws regulations and any amendments thereto.
- e) Virtual Calibre Consulting Sdn Bhd reserves the right to reject or terminate the assignment of CONSULTANT resources in the event the skills, commitment, attitude, etc of CONSULTANT's resources does not meet Virtual Calibre Consulting Sdn Bhd requirements.
- f) CONSULTANT shall not engage any communication with the client directly (on non-work related matters) and all escalation/ grievances need to be addressed to Virtual Calibre Consulting Sdn Bhd. A breach of this is deemed a serious breach and will warrant immediate termination of agreement without notice.
- g) Time wherever mentioned in this Agreement shall be of the essence.
- h) This Agreement constitutes the entire Agreement between the parties hereto with respect to subject matter hereof and shall supersede all previous understandings, whether written or oral, between the parties with respect to the subject matter hereof.
- i) CONSULTANT agrees to compensate for all expenses and damages incurred by Virtual Calibre Consulting Sdn Bhd in case the CONSULTANT do not join the project in time after acceptance of the offer.
- j) This Agreement shall not be modified except in writing and signed by the parties hereto.



IN WITNESS WHEREOF the parties hereto have executed this Agreement the 26th day of November, 2020 first here above written.

SIGNED by :
"Virtual Calibre Consulting Sdn Bhd"

SIGNED by :
"CONSULTANT"

Mathew Thomas
COO

Mr. Syed Al Fazim
(CONSULTANT)
NRIC No. 900529-75-5029