

DATE:
(to be filled by FOMEMA only)

AGENT EMPLOYMENT AGREEMENT

This Agreement is made between the Parties as set out below and represents the binding agreement between FOMEMA SDN BHD and the Agent.

The details of the Parties are as follows: -

FOMEMA SDN. BHD. (Reg. No. 199601032301 (404653-V)), a company incorporated under the laws of Malaysia with a registered office at Lot 49 & 51, Jalan Kampung Pandan, 55100 Kuala Lumpur ("**the Principal**") of the one part;

AND

_____,
(Agency Name) , _____
(Agency SSM No.)

(Agency Address)

("the Agent") of the other part.

(The Principal and Agent shall collectively hereinafter be referred to as "**Parties**" and singly as "**Party**")

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires: -

- | | | | |
|-----|-----------------------------------|---|--|
| 1.1 | 'Commencement Date' | : | (Based on date of registration on FOMEMA portal) |
| 1.2 | 'Confidential Information' | : | The Principal's trade secrets or confidential information and extends to all knowledge and information relating to the Principal's business, organisation, finances, and clients and their affairs which are further elaborated in clause 7 of this Agreement; |
| 1.3 | 'Concession Agreement' | : | the Concession Agreement dated 16 th December 2016 and all renewals, extensions or awards of new agreement of such concession where FOMEMA was or to be awarded by the Government of Malaysia the privatisation of the supervision and monitoring services of the state of health of foreign workers seeking employment in Malaysia and the management thereof; |
| 1.4 | 'Concession' | : | the privatisation of the supervision and monitoring services of the state of health of foreign workers seeking employment in Malaysia and the management thereof; |
| 1.5 | 'FOMEMA' | : | FOMEMA Sdn. Bhd. (Reg. No. 199601032301 (404653-V)), the Concessionaire under the Concession Agreement; |
| 1.6 | 'FOMEMA Registration Form' | : | the standard registration form required to be completed and submitted to FOMEMA by the |

- employer of each foreign worker seeking employment in Malaysia;
- 1.7 **'Services under the Concession'** : the services under the Concession which include the supervision and monitoring of medical examination of foreign workers seeking employment in Malaysia;
- 1.8 **'Services'** : the Services required to be performed and carried out by the Agent for and on behalf of the Principal under this Agreement comprising: -
- (i) conducting the registration of foreign workers medical examination on behalf of their respective registered employers via FOMEMA's website or any other applicable mode of registration, according to this Agreement or as may be authorised by FOMEMA from time to time;
 - (ii) the compilation of registration forms and other required documents for the purpose of registration of foreign workers for medical examination under the FOMEMA program;
 - (iii) the collection of payments tendered to FOMEMA for the purpose of the medical examination of foreign workers;
 - (iv) Any other matters related to the registration of foreign workers for medical examination under FOMEMA as instructed by FOMEMA Sdn. Bhd.; and
 - (v) The Standard Operating Procedures (SOP) for FOMEMA Registered Agent as per the Appendix to this Agreement shall form an integral part of this Agreement. The SOP may be varied from time to time whenever necessary, which will be communicated to the Agent.
- 1.9 **Registered Agent** : A person who has completed the Application Form and paid the applicable Registration Fee/ Renewal Fee and has been accepted by the Principal as its lawful Registered Agent.
- 1.10 **Agreement** : This Agent Agreement, including the recitals, the Application Form, Tables and the appendices attached hereto.
- 1.11 **Registration Fee** : requisite registration fee outlined in the Application Form to entitle a person to be accepted as a lawful agent of FOMEMA.
- 1.12 **Renewal Fee** : requisite renewal fee outlined in the Application Form to entitle a person who has registered to renew his lawful status as Registered Agent

upon expiry of his previous validity period as a Registered Agent.

- 1.13 **FOMEMA's Website** : <https://www.fomema2u.com.my/#> and <https://portal.fomema.my/>
- 1.14 **Marks** : the names, marks, designs, logos, signs, acronyms and other insignia (whether registered or unregistered) used or to be used by the Principal in connection with the Services including all variations thereof and amendments thereto from time to time.
- 1.15 **Service Providers** : Doctors, X-ray Facilities, Laboratories and Radiologists registered with the Principal to carry out the mandatory medical examination on Foreign Workers seeking employment in Malaysia.

2. COMMENCEMENT

- 2.1 This Agreement shall begin to be effective on the Commencement Date and continues to be valid for a period of twenty-four (24) months, unless sooner terminated by not less than one (1) month' prior written notice by either party prior to the expiration of the term.
- 2.2 In consideration of the payment of Registration Fee to the Principal by the Registered Agent, the Principal hereby appoints the Registered Agent, and the Registered Agent hereby accepts the appointment by the Principal to be and act as an independent agent and to sell and market the Services according to the terms and conditions of this Agreement.
- 2.3 For the avoidance of doubt, this appointment does not confer any exclusivity and the Principal shall be entitled to appoint any other party as its Registered Agent and to enter into a similar agreement.

3. PROVISION OF THE SERVICES

- 3.1 The Principal hereby engages the Registered Agent to provide the Services and the Registered Agent shall provide the Services for the Principal subject to the terms and conditions of this Agreement.
- 3.2 The Registered Agent shall have a business office to provide the Services and shall make known to the employers of foreign workers of the business office location and contact details.
- 3.3 The Registered Agent shall inform and educate the employers of foreign workers of any amendments in the policies or regulations in providing the Services.
- 3.4 The Registered Agent shall comply with all policies and procedures set by the Principal with regards to the registration of foreign workers if any, which may change from time to time and will be notified to the Registered Agent.
- 3.5 The Parties agree that the scope of Services may be changed or expanded from time to time subject to the prior mutual written agreement between the Parties.
- 3.6 The Registered Agent agrees and undertakes to comply with and act in accordance and subject to the requirement of Private Employment Agencies Act 1981 at all times.
- 3.7 The Registered Agent shall participate and attend training, meetings, activities and events organised by the Principal from time to time as and when required.

- 3.8 The Registered Agent shall abide by the Standard Operating Procedure (“SOP”) imposed by the Principal.

4. FEES

- 4.1 Upon the Agent’s registration, the Principal shall collect a Registration Fee, in the sum of **Ringgit Malaysia: Three Hundred Only (RM300.00)** for twenty-four (24) months validity period of rendering the Services as Registered Agent.
- 4.2 Upon expiry of the twenty-four (24) months validity period of the Agent’s appointment as the Principal’s Registered Agent, the Agent may apply for a renewal for a further term of twenty-four (24) months subject to a Renewal Fee in the sum of **Ringgit Malaysia: One Hundred Only (RM100.00)**.

5. CONFIDENTIAL INFORMATION

The Agent shall during the term of this Agreement and after its expiration or earlier termination, keep confidential and shall not (except as authorised or required for the purposes of this Agreement) use or disclose or attempt to use or disclose any of the Confidential Information, in whole or in part, to any third party.

6. INTELLECTUAL PROPERTY

- 6.1 The Agent hereby acknowledges and agrees that all intellectual property belonging to or in the name of the Principal or developed in the course of this Agreement shall be and remain the exclusive property of the Principal and the Agent shall not at any time acquire or claim any right, title or interest in or to any such intellectual property
- 6.2 For the purposes hereof, the term “Intellectual Property” shall mean all intellectual property and proprietary rights, including:
- 6.2.1 inventions (whether patented, unpatented or un-patentable);
 - 6.2.2 branding and trademarks;
 - 6.2.3 copyrights and works of authorship;
 - 6.2.4 industrial design, mask works and mask work rights;
 - 6.2.5 trade secrets, know-how and confidential business information (including technical data and documents);
 - 6.2.6 software and algorithms;
 - 6.2.7 domain names, web presence and website content;
 - 6.2.8 advertising and promotional material; and
 - 6.2.9 all tangible and intangible manifestations of such intellectual property.

6.3 Third Party Intellectual Property

If in the furtherance of this Agreement and/or in selling or marketing the Products the Agent shall utilise any third party’s Intellectual Property, the Agent shall ensure that it has all due authority, right, and/or license to utilise the same from the third party and the Agent shall ensure that such due authority, right, and/or licenses obtained by the Agent from such third party shall be extended to the Principal before entering into any agreement between the Principal and the third party.

7. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 7.1 The Parties shall recognise that in the course of carrying out the covenants or obligations of this Agreement, a Party may have access to the Confidential Information belonging or pertaining to the Concession, Foreign Worker Information, Employer Information, Service

Providers Information, (hereinafter referred to as “**the Personal Data**”) and in this respect, the Recipient Party hereby undertakes that:

- 7.1.1 it shall not, at any time, use or copy the Personal Data for any reason other than for the purposes of carrying out the covenants or obligations under this Agreement; and
 - 7.1.2 it shall comply with all applicable laws pertaining to confidentiality and the privacy of Personal Data including the Personal Data Protection Act 2010 of Malaysia.
- 7.2 Both Parties agree to fully indemnify and hold the other Party harmless from and against any claim, loss or expense that the disclosing party may suffer as a result of the failure on the part of the receiving party or its personnel to comply with the requirements as to confidentiality herein.
- 7.3 This indemnity shall survive the termination of the Agreement. For the avoidance of doubt, entities within the disclosing party group shall have the full benefit of and protection under this clause through the disclosing party and the definition of Confidential Information including customer information shall cover the entities within the disclosing party group, where applicable.
- 7.4 For the avoidance of doubt, in respect of Personal Data, received from the Agent, the Principal shall be entitled to assume that the Agent shall have duly procured all necessary consents from the foreign worker and employer, or otherwise the individual to whom the Personal Data belongs in performing the Services or for the purposes of carrying out the covenants or obligations under this Agreement.
- 7.5 The Parties irrevocably undertake and covenant with each other that it shall not during and after the subsistence of this Agreement divulge, replace, copy, duplicate, reverse engineer, modify, tamper, exploit, disclose, and/or transmit to any person whosoever or otherwise make use of and to prevent the publication or disclosure of any confidential information unless prior written approval of the other has been obtained or where such disclosure is required by law.
- 7.6 For the purposes hereof, the term “Confidential Information” shall mean and include the following: -
- 7.6.1 information or material which is marked as “Confidential”, “Proprietary”, or “Restricted”;
 - 7.6.2 information or material not generally known outside of the Parties or otherwise not available to the general public at the time of the disclosure; and
 - 7.6.3 business plans, models, methods, and strategies, client and customer lists, client and customer data, technical specifications, drawings and documents, and trade secrets shall be deemed confidential.
- 7.7 On request from a Party (hereinafter referred to as the “**Disclosing Party**”), the other Party (hereinafter referred to as the “**Recipient Party**”) shall forthwith return to the Disclosing Party any Confidential Information which the Disclosing Party had previously supplied to the Recipient Party. Where such Confidential Information cannot for any reason be returned to the Disclosing Party, then the Recipient Party shall destroy such Confidential Information in such manner as the Disclosing Party shall prescribe.
- 7.8 The confidentiality obligations herein shall not apply to information that:
- 7.8.1 is or becomes public knowledge through no fault of the Recipient Party;
 - 7.8.2 is known to the Recipient Party without restriction before the receipt from the Disclosing Party in furtherance of this Agreement, from its independent sources as evidenced by the Recipient Party's written records, and which was not acquired, directly or indirectly, from the Disclosing Party;

- 7.8.3 the Recipient Party receives from a third party known to have a right to transmit such information and under no obligation to keep such information confidential;
 - 7.8.4 is independently developed by the Recipient Party's employees, agents, or representatives provided that the Recipient Party can show that such employees, agents, or representatives had no access to Confidential Information; or
 - 7.8.5 is Confidential Information required to be disclosed by virtue of a court order or statutory obligation provided that prior written notice is given to the Disclosing Party to enable the Disclosing Party to take steps to protect its interests in the information.
- 7.9 The obligation of confidentiality under this clause shall continue notwithstanding the termination or expiry of this Agreement.

8. TERMINATION BY PRINCIPAL

The Principal may by written notice terminate this Agreement or suspend the Agent's performance of all or any of the Agent's obligations under this Agreement immediately and without liability for compensation or damages if:

- 8.1 the Agent fails to comply with any of his obligations under this Agreement or any agreement or deed supplement to it and the failure (if capable of being remedied) remains unremedied for fourteen (14) days after being called to the Agent's attention by written notice from the Principal;
- 8.2 the Agent fails to perform the Service or comply with the Standard Operating Procedures (SOP) for FOMEMA Registered Agent.
- 8.3 the Agent dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;
- 8.4 the Agent is unable or prevented from carrying out his duties under this Agreement through incapacity or any other case for any period or periods exceeding a total of fourteen (14) days in any period of one (1) month;
- 8.5 the Agent is guilty of an act which brings the Principal into disrepute or which in the Principal's reasonable opinion is prejudicial to his interest; or
- 8.6 the Agent purports to assign the burden or benefits or charge the benefits of this Agreement.

9. TERMINATION BY THE AGENT

The Agent may by written notice terminate this Agreement or suspend his performance of all or any of his obligations under this Agreement immediately and without liability for compensation or damages, if the Principal fails to comply with any of his obligations under this Agreement or any agreement or deed supplemental to it and the failure (if capable of being remedied) remains unremedied for fourteen (14) days after being called to the Principal's attention by written notice from the Agent.

10. RETURN OF DOCUMENTS AND RECORDS

All records in any medium (whether written, computer-readable or otherwise) including accounts and documents about the Principal and any other parties with whom the Principal has dealings and all copies and extracts of them made or acquired by the Agent in the course of his engagement to provide the Services shall be:

- 9.1 the property of the Principal;

9.2 used for the purpose of the Principal and as required for purposes of this Agreement only;

9.3 returned to the Principal at any time on demand; and

9.4 returned to the Principal without demand on the expiration or earlier termination of this Agreement.

11. NO WAIVER

Either party may release or compromise the liability of the other under this Agreement or any agreement mentioned in it or grant to the other time or indulgence without affecting the other's liability.

12. PRIOR AGREEMENTS

This Agreement is in substitution for all previous contracts, express or implied, between the Principal and the Agent which shall be terminated by mutual consent from the Commencement Date.

13. LAW AND JURISDICTION

This Agreement shall be governed by the law of Malaysia and the Agent consents to the exclusive jurisdiction on the Court of Sabah and Sarawak in all matters regarding it except to the extent that the Principal invokes the jurisdiction of the courts of any other country.

14. NOTICES

14.1 Any notice required to be given under this Agreement shall be in writing and may be served;

14.1.1 personally;

14.1.2 by registered or recorded delivery mail; or

14.1.3 by any other means which any Party specifies by notice to the other.

14.2 Each Party's address for the services of notice shall be the address set out above or such other address as specified by notice to the other Party.

14.3 Any notice shall be deemed to have been served:

14.3.1 if it was served in person, at the time of service;

14.3.2 if it was served by post, 48 hours after it was posted; and

14.3.2 if it was served by electronic mail, immediately after it was delivered.

15. INTERPRETATION

15.1 References to any party to this Agreement shall where the context permits include his successors in title.

15.2 In this Agreement:

15.2.1 words expressed in any gender shall where the context so requires or permits include any other gender;

- 15.2.2 words expressed in the singular shall where the context so requires include the plural; and
- 15.2.3 where any party is more than one person:
- 15.2.3.1 that party's obligation in this Agreement shall take effect as joint and several obligations;
 - 15.2.3.2 anything in this Agreement which applies to that party shall apply to all of those persons collectively and each of them separately;
 - 15.2.3.3 the benefits contained in this Agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
 - 15.2.3.4 the receipt of the survivor of joint holders of this Agreement shall be a good discharge to the Principal.
- 15.3 References in this Agreement to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether:
- 15.3.1 direct or indirect;
 - 15.3.2 on his own account; or
 - 15.3.3 for or through any other person; and
 - 15.3.4 those which he permits or suffers to be done or not done by any other person.
- 15.4 The effect of all obligations affecting the Agent under this Agreement is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this Agreement an express limitation or modification.
- 16. SEVERABILITY**
- 16.1 In the event that any one or more of the provisions of this Agreement is declared by any judicial or other competent authority to be invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality or enforceability of the remaining provisions contained in this Agreement is not be affected or impaired in any way.
- 16.2 If any provision is held to be void, illegal or unenforceable but would be valid and enforceable if amendments are made, then that provision shall be amended to the extent necessary to render the provision valid and enforceable and which would give effect to the intention of the parties to the maximum extent possible.
- 17. VARIATION**
- No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.
- 18. FORCE MAJEURE**
- Both parties will be released from performing their respective obligations in the event of any event(s) or circumstance(s) beyond the reasonable control of and occurs without the fault or negligence of the party claims, including but not limited to acts of God, fire, flood, national emergency, war, prohibitive governmental regulations and despite all reasonable efforts of the party claiming it as a Force Majeure event to prevent it or mitigate, its effects, causes a

material delay or disruption in the performance of any obligations imposed under this Agreement.

19. ENTIRE AGREEMENT AND UNDERSTANDING

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts all of which, when taken together, will constitute one and the same instrument.

21. ELECTRONIC SIGNATURES

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

****THE REMAINDERS OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK****
****THE NEXT PAGE IS THE SIGNING PAGE****

IN WITNESS WHEREOF the Parties have set their respective hands the day and year set out above.

Signed by the Principal)
FOMEMA SDN. BHD.)
(Reg. No. 199601032301 (404653-V)),)
In the presence of:-)

.....
Dr. Mohd Afiq Farhan Bin Md Hanif
Chief Executive Officer

.....
Witness Name:
NRIC No.:

Signed by the Agent)
)
)
)
In the presence of:-)

.....
Director Name:
NRIC No.:

.....
Witness Name:
NRIC No.: