



3 STAR GROUP SDN. BHD

202201024178 (1469875-H)

B - 15 - 02, Pacific Towers Towel B, Jalan 13/ 6 Sek 13, 46200 Petaling Jaya, Selangor

Tel: +6013-2873570 / +6011-57697902 (East Malaysia)

E-mail: inquiry@3stargroup.asia

Terms & Conditions for Guarantee Period

1. Definitions

In this agreement, the following definitions apply to the following terms and conditions:

- 1.1 “Company” refers to 3 Star Group®, a registered company in Malaysia with a valid business license.
- 1.2 “Client” refers to an individual or entity who engages the Company to provide human resources services, registered in Malaysia and holding a valid business license.
- 1.3 “Employee” refers to a person who works for the client, provided by the Company, and who complies with all Malaysian law regulations.
- 1.4 “Service” refers to the human resources services provided by the Company to the client, including but not limited to recruitment, personnel management, background screening, employee background authenticity, etc.
- 1.5 “Data” refers to any information provided by the Client to the Company, including but not limited to employee data, financial data, and business information.

2. Service Content

The Company provides the following services:

- 2.1 The Company will provide professional and high-quality human resources services to the client according to the client's needs and requirements.
- 2.2 The Company will provide services related to recruitment, personnel management, background screening, employee background authenticity, etc., subject to compliance with all applicable laws and regulations.
- 2.3 The Client is obligated to provide all government-stipulated employee benefits to the employee within the government-stipulated time frame without delay or prolongation.

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- 2.4 The Company reserves the right to terminate the employment contract if the client fails to fulfill their obligation.
- 2.5 The Company will ensure the confidentiality and security of all Data provided by the Client and will not disclose such Data to any third party without the Client's written consent.

3. Guarantee Period

The guarantee period is valid when the client fulfills the following payment conditions:

- 3.1 The Guarantee Period for all placements made by 3 Star Group® is three (3) years from the date when payment is received in 3 Star Group®'s business account.
- 3.2 The Guarantee Period is subject to the prompt payment of each year's renewal fee based on the quoted rate.
- 3.3 Payment must be made in full within the specified time frame as stated on the invoice.
- 3.4 The invoice will be issued on the first day when the employee reports to work.
- 3.5 The client is required to make full payment within 30 working days, excluding public holidays and weekends, of the invoice issued for the first year.
- 3.6 For the subsequent two (2) years, the client must clear the payment within 10 working days, excluding public holidays and weekends, of the invoice issued.
- 3.7 Payment by installments is not accepted.

4. Eligibility for Free Replacement

The Client shall be entitled to a free replacement within the guarantee period under the following conditions:

- 4.1 If the employee resigns or is terminated from their employment contract within the guarantee period, the Client may be eligible for a free replacement.
- 4.2 Eligibility for a free replacement is subject to the employee's work performance and justifiable business reasons. Such reasons include, but are not limited to, the

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candidate's inadequate skills, qualifications or experience, failure to meet key performance indicators or expectations, and conduct that negatively impacts the company's business or image. It is important to note that such conduct must directly and significantly affect the employee's job performance.

- 4.3 The Client must submit a replacement request form to **inquiry@3stargroup.asia** to request a free replacement.
- 4.4 Upon approval of the request form, the Company will provide a replacement to the Client within three (3) working days.
- 4.5 The Client shall not be eligible for a free replacement if the reason for replacement is based on personal characteristics or any other reasons that do not affect job performance, such as appearance or personality.

5. Confidentiality

The Company and the Client shall maintain confidentiality of all information obtained from each other under this Agreement during and after its termination.

- 5.1 The Company shall provide the Client with confidential data on employees solely for the purpose of evaluating their suitability for employment.
- 5.2 Unless required by law or authorized by the Company in writing, the Client shall not disclose any confidential information obtained from the Company to any third party.
- 5.3 The Company shall keep confidential all data disclosed by the Client and shall not disclose such data to any third party without the express written consent of the Client.
- 5.4 The Company may share any confidential data provided by the Client with its agents, employees, or affiliates for the purpose of facilitating successful employee placement.

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6. Breach and Termination

This Agreement may be terminated immediately under the following circumstances:

- 6.1 If either party breaches this Agreement, the other party shall be notified immediately, and reasonable measures shall be taken to mitigate or avoid further damage.
- 6.2 If either party violates any terms or conditions of this Agreement, the other party may terminate this Agreement unilaterally.
- 6.3 If the Client violates any terms or conditions of this Agreement, the Company may immediately suspend or terminate the service, and reserve the right to take further legal action.
- 6.4 If the Company violates any terms or conditions of this Agreement, the Client may terminate this Agreement and seek compensation for any resulting losses.
- 6.5 Neither party may assign or transfer this Agreement without the express written consent of the other party.

7. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

- 7.1 In the event of any dispute arising between the parties concerning this agreement, the parties shall make every effort to negotiate a resolution.
- 7.2 If the parties are unable to reach an amicable settlement, the dispute shall be submitted to the courts of Malaysia, which shall have exclusive jurisdiction to resolve any such dispute.

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8. Notice

Both parties shall ensure that any notices required under this agreement are provided to each other in a timely and effective manner.

8.1 Notices shall be in writing and sent to the following physical address or email address by mail or email:

Company:

Address: [Insert Company Address]

Email: [Insert Company Email Address]

Client:

Address: [Insert Client Address]

Email: [Insert Client Email Address]

8.2 Any notice sent by email shall be deemed to have been received by the addressee on the next business day after it was sent. Any notice sent by mail shall be deemed to have been received by the addressee on the fifth business day after it was posted.

9. Other terms

9.1 This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, communications, and negotiations.

9.2 If any provision or term of this agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or term of this agreement.

9.3 The headings in this agreement are for convenience only and do not affect the interpretation of this agreement.

9.4 The singular in this agreement includes the plural, and vice versa.

9.5 Any revision or amendment to this agreement must be made in writing and signed by both parties.

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10. Miscellaneous

- 10.1 Any modification or supplement to this clause must be made in writing and signed by both parties. Any modification or supplement without written confirmation from both parties shall be deemed invalid.
- 10.2 If any provision or term of this agreement is deemed invalid or unenforceable, that provision or term shall be enforced to the maximum extent possible and shall not affect the validity or enforceability of any other provision or term of this agreement.
- 10.3 The signing of this agreement shall not imply any joint venture, cooperation, agency, employment, or any other similar relationship between the parties.
- 10.4 All annexes, supplements, and modifications to this agreement shall be deemed an integral part of this agreement and shall have the same legal effect.
- 10.5 This agreement shall become effective and binding upon both parties signing and stamping. Before signing this agreement, both parties shall carefully read, understand, and agree to all the terms and conditions of this agreement. Both parties confirm that they have fully understood the contents of this agreement and have agreed to and accepted all the terms and conditions of this agreement.

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