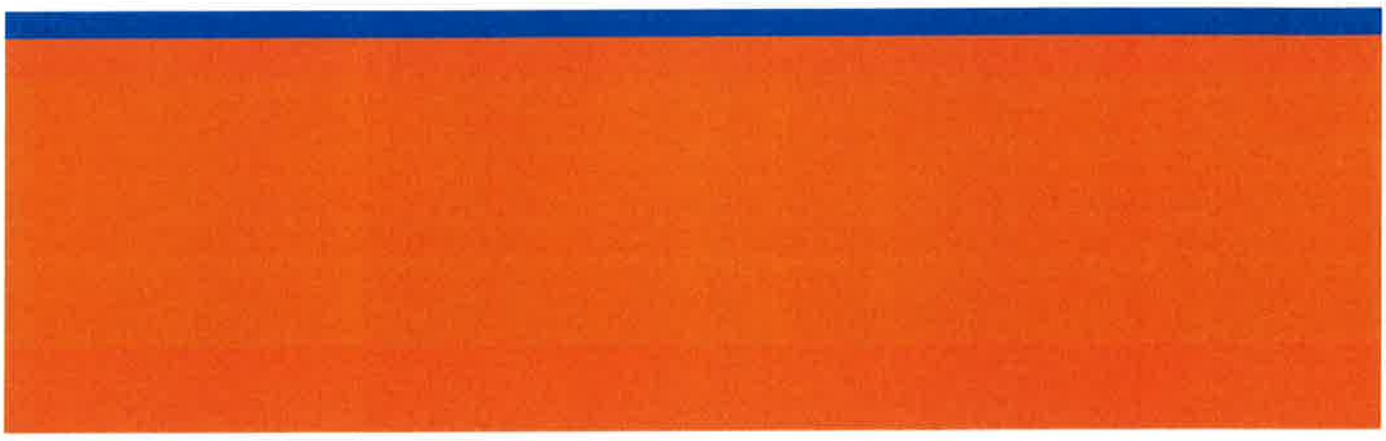
# SERVICE AGREEMENT

VITALINER ENTERPRISE



**HOUSEKEEPING SERVICES CONTRACT**

**between**

**YTY INDUSTRY SDN BHD**
**(Co No: 0176157-M)**
**LOT 1422-1424, KAMPUNG BATU 10 LEKIR,**
**32020 SITIAWAN, PERAK.**
**("the Company")**

**And**

**VITA LINER ENTERPRISE**
**(Co No: IP0485847-P)**
**NO.5, PERSIARAN MANSION 1, TAMAN MANSION PARK,**
**30250 IPOH, PERAK.**
**("the Contractor")**

# HOUSEKEEPING SERVICES CONTRACT

THIS AGREEMENT is made by and between:

**YTY INDUSTRY SDN BHD** (Co No: 0176157-M) a company incorporated under the laws of Malaysia and having its principal place of business at Lot 1422-1424, Kampung Batu 10 Lekir, 32020 Sitiawan, Perak ("the **Company**") and,

**VITA LINER ENTERPRISE** (Co No: IP0485847-P) a company incorporated under the laws of Malaysia and having its registered office at No.5, Persiaran Mansion 1, Taman Mansion Park, 302 ("the **Contractor**"),50 Ipoh, Perak.

(With both the **COMPANY** and **CONTRACTOR** shall collectively be referred to as the "**Parties**" or individually as a "**Party**").

**RECITALS:**

A. The Company is in the business of gloves manufacturing and requires housekeeping and cleaning services for its manufacturing facilities located within the district of Manjung, Perak Darul Ridzuan;

B. The Contractor has the capability to provide skilled and experienced resources for the housekeeping and related services as required by the Company; and

C. The Company is desirous to engage, and the Contractor accepts the engagement to provide the Services (as defined below) to the Company upon the terms and conditions hereinafter appearing.

**NOW, THEREFORE,** in consideration of the premises and mutual covenants herein contained as well as other good and valuable consideration, the Parties hereto agree as follows;

## 1. DEFINITION AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires, the following words and expressions shall have the following meanings:

(a) **Agreement** : means this housekeeping services agreement including all exhibits and appendices attached herein, as they may be amended by written agreement between the Parties from time to time during the term of this Agreement.

(b) **Business Day** : means a day (excluding Saturday and Sunday) on which banks generally are open in Perak Darul Ridzuan, Malaysia for the transaction of normal banking business.

(c) **Company Premises** : means the following manufacturing sites of the Company

a) Lot 1422, Batu 10 Lekir, 32020 Sitiawan, Perak Darul Ridzuan ("**YTY Lekir**");
b) Lot 15652, Kawasan Perindustrian Kg. Acheh, 32000 Sitiawan, Lumut, Perak Darul Ridzuan ("**GP Lumut**");
c) Lot 15651, Kawasan Perindustrian Kg. Acheh, 32000 Sitiawan, Lumut, Perak Darul Ridzuan ("**YTY AA**"); and
d) Lot 15651, Kawasan Perindustrian Kg. Acheh, 32000 Sitiawan, Lumut, Perak Darul Ridzuan ("**YTY AB**").

| | | | |
|---|---|---|---|
| (d) | **Confidential Information** | : | means, all information provided by the Company with respect to the subject matter of this Agreement including without limitation to information about its industry, business and/or operations, regardless of whether the information is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the subject matter of this Agreement provided by the Company to the Contractor prior to the signing of this Agreement. |
| (e) | **Effective Date** | : | means 1st March 2023, being the date upon which this Agreement comes into effect. |
| (f) | **Governmental Authority** | : | means any national, federal, state, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority, or any stock exchange, wherever located. |
| (g) | **Laws** | : | means any applicable federal, state, municipal or local statute, ordinance, rule, regulation, policies, guidelines, code or other requirement or policy having the effect of a law. |
| (h) | **Services** | : | means the housekeeping services as set out in **Appendix I** as well as such other requirements as dictated by the Company from time to time and shall include without limitation the Contractor's obligations under Clause 5 hereof. Service shall also include provision of such other related services as the Company deems necessary from time to time throughout the Term of this Agreement. |
| (i) | **Term** | : | means a period of two (2) years from the Effective Date. |

1.2 Save where specifically required or indicated otherwise:

(a) references to a person shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and howsoever incorporated or established;

(b) references to the word "**include**" or "**including**" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "**other**" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

(c) any reference to "**writing**" or "**written**" includes any method of reproducing words or text in a legible and non-transitory form; and

(d) clause and paragraph headings are inserted for ease of reference only and shall not affect construction.

## 2. SCOPE OF SERVICE

2.1 The Company hereby engaged the Contractor and the Contractor hereby accepts the engagement by the Company to provide the Services upon the terms and conditions of this Agreement.

2.2 The Company shall provide the Contractor access to the Company Premises scheduled to be cleaned and the Contractor shall render the Services at the Company Premises.

## 3. AGREEMENT VALUE & TERM

3.1 This Agreement shall become effective from the Effective Date and shall remain in effect throughout the Term, unless otherwise earlier terminated or extended in accordance with the terms and conditions of this Agreement.

3.2 Upon expiration of the Term of this Agreement, the Company shall at its sole discretion decide whether to extend the Term and have the right to extend the Term of this Agreement. Should the Company decide to extend the Term of this Agreement, the Company shall give the Contractor a prior written notice of at least (30) days before the expiry of the Term of this Agreement. Thereafter, the Parties shall discuss the terms and conditions for extension of the Term including the revised rates and a new agreement shall be mutually agreed upon and executed between the Parties. The aforesaid agreement shall take effect after the expiration of this Agreement.

3.3 In consideration of the performance of this Services in accordance with the terms and conditions of this Agreement, the Company agrees to pay to the Contractor for the Services ("Service Charges") based on the rate as stipulated in Appendix II on a monthly basis. The unit rate of RM3,850 (Ringgit Malaysian Three Thousand Eight Hundred and Fifty only) per headcount as stated in Appendix II ("Unit Rate") shall be inclusive of provision by the Contractor of all necessary PPE, cleaning consumables, chemicals and equipment in accordance with Appendix III to ensure efficient and productive operations.

3.4 The Unit Rate shall be valid and fixed for the entire Term of this Agreement provided that should there be any changes in applicable Laws pertaining to minimum wages of workers and such changes affect the Unit Rate, the Parties agree to mutually discuss and agree on a revised Unit Rate that is applicable after the coming into force of aforesaid Laws.

## 4. PAYMENT MATTERS

4.1 All prices and other amounts as provided in this Agreement are in the currency of Ringgit Malaysia (RM) and payment of Service Charges shall be made in Ringgit Malaysia. The Contractor shall invoice for Services on monthly basis in accordance with procedure set out in Clause 4.4 below. Payment is due thirty (30) days from receipt of invoice which is verified and accepted by the Company.

4.2 In the event an invoice is disputed by the Company, the Contractor will attempt to resolve the dispute with the Company in good faith within fourteen (14) days of raising such dispute, or by the invoice payment date, whichever comes first. The Company may withhold payment for invoices that it disputes in good faith until the dispute has been resolved. Any such resolution which results in a credit will be provided by the other Party within seven (7) days of resolving such dispute.

4.3 The Contractor shall not vary, change, add, alter or omit any part of the Services without prior written consent of Company. The Company shall have the right at its sole discretion to vary, change, add, alter or omit any scope or part of the Services by issuing a written notice to the

Contractor and the Contractor shall be deemed to have accepted any such changes, additions or deletions to the Services. Notwithstanding any such changes, additions or deletions, the Service Charges and Unit Rate shall remain fixed as per **Appendix II**. The Company reserves the right to adjust the Service Charges and Unit Rate and if any variation initiated by the Company affects the Service Charges, the Contractor shall give written notice of acknowledgement of change thereof within (7) seven Business Days from the date of Company's notice of change in Service Charges and Unit Rate.

4.4 The Contractor shall submit its workers' attendance report on monthly basis to person in charge of the Company, contact details as per Clause 30.2 for verification, and thereafter attaches the verified attendance report in the invoices for monthly billing processing. The invoices shall be prepared in accordance with service rates and number of headcount for each site as stipulated in **Appendix II**. The service rate shall be payable in full only if the worker fulfills the required working hours. Any shortfalls of working hours or absence of workers without approved leave or unpaid annual leave shall be deducted from the service rate if applicable.

4.5 All the amounts payable under this Agreement are inclusive of all applicable duties, taxes or other levies including Sales and Services Tax (SST), sales, value added taxes, goods and services taxes and all similar type taxes, as applicable. The Company may, if it is required under the applicable Laws, withhold or deduct such tax sum(s) from the payment of the Service Charges.

## 5. CONTRACTOR'S OBLIGATION

5.1 The Contractor shall follow the housekeeping scope defined in the job list to be provided by the Company while carrying out the Services as per **Appendix I** for all the Company Premises. The Contractor shall consistently adhere to the scope of Services as per schedule and frequency assigned by the Company.

5.2 The Contractor shall provide adequate number of cleaners as per schedule to be provided by the Company. The cleaners are required to cover all cleaning work on rotation basis and each person shall be entitled to one off day per week.

5.3 The Contractor shall provide PPE and all the necessary consumables e.g. cleaning tools, machinery and cleaning chemicals required for carrying out the Services (refer to List of Provision as per **Appendix III**). However, the Company shall provide tools and equipment required for loading work on daily basis.

5.4 The Contractor shall maintain upkeep, clean and maintain all fixtures and fittings of the Company Premises in good tenantable repair and clean condition. In case of damage of any part of the Company Premises and/or the fixture and fittings therein due to any work of the Contractor, the Contractor is liable to repay the losses as agreed by the Company and shall fully indemnify the Company against all claims, demands, actions and legal proceedings whatsoever made upon the Company by any third party in respect thereof.

5.5 The Contractor shall dispose daily waste outside using its own rubbish bins. The Contractor is allowed to throw wastage in stipulated area as per the standard operating procedure ("**SOP**") of the Company..

5.6 The Contractor shall obtain and maintain all necessary consents and approvals, licenses, permits and authorisations which may be required by any Governmental Authority for providing the Services including without limitation licenses to operate the forklift and shall comply with all requirements of such competent authority throughout the Term.

5.7 The Contractor shall ensure all their employee (s) comply with all applicable Laws and any code of conducts, safety policies and procedures set by the Company and are not involved in any mischief or illegal and / or prohibited activities during their presence in the Company Premises. The Company shall be entitled to take immediate actions including lodging police reports if it discovers any such illegal actions such as bringing into the Company Premises any items prohibited by the Company or any applicable Laws.

5.8 The Contractor shall only hire Malaysian origin workers (workers of Malaysian nationality) and the same requirement shall apply to floating or backup workers. The workers shall comply with all applicable employment Laws including without limitation meeting the minimum legal requirement for all its employees. All the workers must be of legal age, physically and mentally fit to work and must possess a valid identification card. No young workers or child labor are allowed to be engaged by the Contractor.

5.9 The Contractor shall ensure that his workers are neat and clean andhave proper and clean uniform worn for purpose of identification.

5.10 The Contractor shall not employ or otherwise engage any person who has a criminal conviction or whilst so employed or otherwise engaged is charged with any criminal offence or remanded or placed in custody by any Government Authority for purpose of investigation or violation of any Laws or permit any person with such characteristics to be at the Company Premises. The Company may in its sole discretion provide written objections to, and direct that the Contractor immediately remove any employees provided by the Contractor who, in the reasonable opinion of the Company, had performed any acts of misconducts, or in the Company's sole discretion deemed to be unsuitable or is incompetent or negligent in the performance of his duties and the Contractor shall immediately provide a suitable replacement.

5.11 The Contractor is not allowed to carry out any structural or material alteration(s) or install any electrical wiring onto the Company Premises without prior written consent from the Company. The Contractor shall also be required to make good and restore the Company Premises to its original state and condition at its own costs and expense failing which the Company reserves the right to impose penalty or with respect to any damages losses, liabilities, costs and or expenses incurred or suffered by the Company, deduct from and set-off against any outstanding invoices.

5.12 The Contractor shall at all times be solely responsible for and/his employee's actions and shall keep fully indemnified the Company and its representatives from any liability whatsoever derived from wrongful act of the Contractor and its employees.

5.13 The Contractor shall be responsible for maintaining cleanliness of the Company Premises and work area and surrounding areas neat and clean.

5.14 The Contractor agrees to abide by and shall not violate any supplier code of conduct, security and safety policies and procedures of the Company as applicable from time to time and especially undertake and permit that all the incoming and outgoing materials into the said Company Premises shall be subject to inspection by the security staff of the Company.

5.15 Human Resources – Employee Relations of the Company will periodically check against a copy of IC of each employee of the Contractor that must be submitted to Human Resources Department of the Company for verification and audit purposes. The Company shall ensure that any new workers appointed by the Contractor shall report to Human Resources Department of the Company before the aforesaid new employee is allowed to commence work in the Company Premises.

5.16 The Contractor shall update daily work status in the Whatsapp Group established between the Company and the Contractor. .

5.17 An updated roster of the employee on duty shall be provided by the Contractor to the Company at the commencement of this Agreement and from time to time if there is any amendment to the said roster. The Contractor shall ensure at all times the number of employees is adequate and shall replace any absent worker within two (2) hours of notification by the Company. The Contractor shall also give a twenty-four (24) hours prior written notice to the Company should there be any changes in the cleaning staff reporting for duty.

5.18 The Contractor shall comply with the safety & environmental rules & regulations of the Company, provide MSDS of all chemicals used for cleaning and housekeeping purposes. All the chemicals brought to the Company Premises shall have proper labelling and storage at location designated by the Company.

5.19 The Contractor shall provide supervision of cleaners to ensure cleaning service quality is effectively achieved by communicating rules and expectation from time to time. Work instruction of cleaners shall be directly given by the supervisors.

5.20 The Contractor shall not bring upon the Company Premises or permit any act, matter or conduct which may be a nuisance, cause inconvenience, damage or annoyance to the Company, its employee or invitees at the Company Premises or which may breach any Law or requirement of any Governmental Authority for the time being in force;

5.21 The Contractor shall not do or bring or permit to be done or brought upon the Company Premises any act, matter or conduct which might prejudicially affect the rights of the Company under any insurance policy held by the Company.

## 6. CONTRACTOR'S REPRESENTATION AND WARRANTIES

6.1 The Contractor hereby represents and warrants, throughout the Term of this Agreement:

a) It is duly organized, validly existing and in good standing under the applicable Laws of Malaysia;

b) It's business operations are in compliance with all applicable Laws, the requirement of all relevant Government Authorities, and this Agreement;

c) That the signatory executing this Agreement has the full power and authority to enter into this Agreement on behalf of the Contractor;

d) That all of the representations and warranties contained in this clause shall be true and complete at the time of the execution of this Agreement.

## 7. INSURANCE

The Contractor shall obtain and maintain the relevant insurance coverage during the Term as required by existing Laws including insurance coverage against any loss of goods due to major perils at his own cost. The Company shall not be responsible for any loss incurred by the Contractor whatsoever. The Contractor agrees to take appropriate insurances to cover the risks and public liability coverage and keep the Company indemnified against all risks and losses prior to issuance of certificate. The Contractor shall present to the Company copies of insurance policies/ cover notes before the commencement of this Agreement or upon request.

## 8. TAXES

The Contractor shall be responsible for and shall pay at its own expenses when due and payable all Taxes except for Sales and Service Tax (SST) assessed against it in connection with the Agreement. All other Taxes levied on the Contractor shall be for the account of the Contractor and shall not be reimbursed by the Company. All the amounts payable under this Agreement are inclusive of all applicable duties, taxes or other levies including Sales and Services Tax (SST), sales, value added taxes, goods and services taxes and all similar type taxes, as applicable. The Company may, if it is required under the applicable Laws, withhold or deduct such tax sum(s) from the payment of the Service Charges.

## 9. COMPANY AND CONTRACTOR REPRESENTATIVE

The Company shall designate one of its employees as its representative (hereinafter referred to as "Company Representatives") for Contractor to report with pertaining to all matters including scope of work and obligations relating to this Agreement. All communications in between the Contractor and the Company pertaining to this Agreement shall be between contract representatives appointed by each Party.

## 10. AUDITS AND RECORDS

The Contractor shall allow the Company and/or its authorized agents and representatives, from time to time and at any time to conduct audits on the Contractor to verify compliance with the relevant social compliance standards and requirements of the Company's code of conduct. The Contractor shall provide the Company with full and complete assistance and access to the Contractor's office, personnel and materials including all correspondence, records, data, insofar as Services rendered under this Contract are concerned for the Company's inspection. Such records shall be maintained in accordance with generally accepted accounting principles and practices and shall be made available for inspection during the Contractor's normal business hour.

## 11. COOPERATION

The Services shall be done in such a manner as to avoid disturbance, interference or obstruction to any existing operation or works in the Company Premises except where necessary and authorized by Company's Representative. In the event of possible conflict between Services performed herein and other existing work or operation, the Contractor shall adhere to the instructions of the Company's Representative who will advise and coordinate the work of all contractors.

## 12. TERMINATION

12.1 The Company reserves its right to terminate this Agreement without cause at any time during the Term by giving the Contractor thirty (30) days written notice in advance without further compensation to the Contractor.

12.2 Notwithstanding the above, the Company may immediately terminate this Agreement for breach of Clause 14 (Compliance with Laws/Regulations)

12.3 Without prejudice to any other right of the Company, in the event of the Contractor committed a material breach of any of the terms and conditions of this Agreement, and that breach is not capable of remedy or fails to remedy that breach (if it is capable of remedy) within thirty (30) days after notice from the Company, the Company has a right to terminate or cancel all or any part of this Agreement immediately.

12.4 The Contractor shall not terminate this Agreement without cause.

12.5 The Company may terminate this Agreement by giving written notice to the Contractor if, at any point during the Term of the Agreement, any one or more of the following events shall apply (each such event a "Terminable Offense"):

(a) the Contractor becomes insolvent or makes any assignment for the benefit of creditors, is placed in receivership, reorganization, liquidation or bankruptcy (voluntary or involuntary);

(b) any laws, regulation or other governmental action materially alters the relationship or rights created by this Agreement; or

(c) a Force Majeure condition exists and remains un-remedied for more than sixty (60) days pursuant to Article 18 below;

(d) if the Contractor fails to execute the Services efficiently and does not meet Company's requirement.

12.6 The Contractor shall be liable for any cost incurred as a result of termination under this clause.

12.7 No termination of this Agreement shall affect the rights or obligations of any Party pursuant to Clause 13 (Non-Disclosure), Clause 18 (indemnity) and any other provisions of this Agreement, by their nature and context, are intended to survive termination of this Agreement.

12.8 The Contractor shall be liable for any and all Losses incurred by the Company as a result of termination under this clause that resulted from the breach or non-compliance to the terms and conditions of this Agreement.

## 13. NON -DISCLOSURE

13.1 Throughout the Term and after the expiry or termination of this Agreement, the Contractor agrees to:

(a) Receive and maintain the Confidential Information in confidence;

(b) Only use the Confidential Information for the purpose of performance of this Agreement;

(c) Not reproduced the Confidential Information in whole or in part for any other purpose without the express written consent of the Company;

(d) Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written prior consent of the Company;

(e) Limit the disclosure of the Confidential Information received from the Company to those officers, employees, investment advisers, legal counsel or other agents and representatives, if any, of the Contractor who have a need to know and this, only if it is

14.5 The Contractor shall arrange and make their own contributions to the Employees Provident Fund, Social Security Contributions and to other respective Governmental Authority of Malaysia in accordance with the Malaysian labour Laws.

## 15. GOVERNING LAW AND JURISDICTION

15.1 These terms and conditions of this Agreement are governed by and shall be constructed in accordance with the Laws of Malaysia. The Parties hereto agree and submit to the jurisdiction of the Courts of of Malaysia.

15.2 The Parties hereto hereby (i) irrevocably submit to the non-exclusive jurisdictions of the Courts of Malaysia (ii) waive any objection on the ground of venue or forum non convenient or any similar grounds and (iii) consent to service of process by mail or in any other manner permitted by the relevant laws.

## 16. LANGUAGE

Unless otherwise required by Company, all communications between Parties hereto shall be in English language or Bahasa Malaysia.

## 17. FORCE MAJEURE

If the performance of this Agreement is not possible by either Party by reason of force majeure, defined to mean any of an Act of God, act of government, act of war or terrorism, pandemic, epidemic, quarantine, riot, labor disturbance including strike, fire, casualties, explosion, lightning strikes, flood, destruction of property, earthquakes or other significant obstacle beyond the reasonable control of the affected Party, the affected Party shall immediately inform the other Party (the "Force Majeure"). All reasonable steps must be taken by the affected Party to overcome such obstacle(s). The affected Party's performance under this Agreement shall be suspended to the extent that its performance is not possible by reason of the Force Majeure. However, should the Force Majeure endure for a period in excess of sixty (60) days, the non-affected Party may terminate this Agreement immediately and without prejudice or penalty.

## 18. CONTRACTOR INDEMNITY

The Contractor agrees to indemnify and hold harmless the Company including its affiliates and their respective owners, officers, directors and employees ("Indemnitees"), for all losses, damages, demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including legal costs), expenses (including taxation), disbursements or other liabilities in any case of any nature whatsoever (collectively the "Losses"), whether third-party or otherwise, suffered or actually incurred by the Indemnitees, resulting from the following:

a) The Contractor's material breach of this Agreement including Clause 14 (Compliance with Laws/regulations)

b) Any loss or damage to property within the Company Premises, accidents, personal injury or death of any person arising out of or in the course of carrying out the Services; or

c) Any acts of negligence, omission, default and/or breach of contract by the Contractor or of any person for whom the Contractor is responsible.

## 19. ANTI-CORRUPTION LAWS

19.1 The Contractor acknowledges that it is aware of, understands and has complied and will comply with, all applicable Malaysia and foreign anti-corruption Laws, including without limitation, the Malaysian Anti-Corruption Commission Act 2009 (as amended) and similarly applicable anti-corruption and anti-bribery laws ("**Anti-Corruption Laws**")

19.2 The Contractor hereby covenants and undertakes that the Contractor shall not, directly or indirectly:

(a) take any action that would result in a violation of or has violated any anti-bribery laws;

(b) use any funds for any unlawful contribution, gift, entertainment or other unlawful payments to any person for the purpose of fulfilling or facilitation all or any of its obligations hereunder; or

(c) offer, permit to offer, pay, promise to pay, or authorize the payment of any money or other in-kind monetary benefits to any person for the purpose of fulfilling or facilitation all or any of its obligations hereunder.

19.3 The Contractor shall refrain from taking any actions that:

(a) breaches or may breach any of its obligations under Clause 19.1 and Clause 19.2 above; and

(b) may cause any of the Company's and its affiliates' employees, directors, representatives, contractors, suppliers and agents to violate any of the provisions in Clause 19.1 and Clause 19.2 above.

19.4 The Contractor hereby agrees and acknowledges that any breach or threat of breach of any part(s) of this Clause 19 constitutes a material breach on the part of the Contractor.

## 20. ASSIGNMENT

This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the Parties hereto and the lawful legal representative, successors-in-title and permitted assigns of the Parties hereto. No rights, obligations, or liabilities hereunder shall be assignable by any Party without the prior written consent of the other Party.

## 21. NO WAIVER

Any indulgence given by the Company or failure to exercise any right provided in this Agreement shall not constitute a waiver of that right of the Company or prejudice any of the Company's rights herein contained.

## 22. SEVERABILITY

The invalidity or unenforceability of any of the terms and conditions herein shall not nullify the underlying intent of this Agreement and the invalid or unenforceable terms shall be severable

This Agreement does not create any employer-employee, joint venture, partnership or similar relationship between the Company and the Contractor, whether individually or collectively. The Contractor is not authorized nor empowered to act as agents for or to bind the Company in any manner whatsoever unless otherwise provided expressly in this Agreement or as instructed by the Company in writing.

## 30. NOTICE

30.1 Any notice, demand or other communications ("Notice") to be given by any Party under, or in connection with the Agreement shall be in writing and shall be deemed given to the other Party and signed by or on behalf of the Party giving it. Any Notice shall be served by delivering it by hand, registered post or courier to the address set out below or by electronic mail at the e-mail address set out below, and in each case marked for the attention of the relevant Party set out below (or as otherwise notified from time to time in accordance with the provisions of this Clause). Any Notice so served by hand, registered post, courier or electronic mail shall be deemed to have been duly given or made as follows:

a) in the case of delivery by hand, when delivered; or

b) if by registered post or courier shall be deemed to have been received by the addressee on the day on which it shall have been signed as received; or

c) if given or made by electronic mail, when duly received by the receiving party's incoming mail server

provided that in each case where delivery by hand, by registered post or by courier occurs after 6pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day.

30.2 Notices shall be sent to the contact details of the relevant Party as set forth below, or to such other address as the relevant Party shall have advised the other Party from time to time in the manner set forth in this Clause:

| | | |
|---|---|---|
| **If to the Customer** | : | **Green Prospect Sdn Bhd** |
| Address | : | Lot 15652 - 15653, Kawasan Perindustrian Kg Acheh, 32000 Sitiawan, Perak. |
| Attention | : | Mr. Yau Choon Hoong |
| Tel. No. | : | 012-451 9132 |
| E-mail Address | : | ch.yau@ytygroup.com.my |
| | | |
| **If to Company** | : | **Vita Liner Enterprise** |
| Address | : | No. 5, Persiaran Mansion 1, Taman Mansion Park, 30250 Ipoh, Perak. |
| Attention | : | Mr. Jeeva |
| Tel. No. | : | 012-327 3272 |
| E-mail Address | : | toommyenterprise@gmail.com |

## HOUSEKEEPING SERVICES CONTRACT

**IN WITNESS WHEREOF,** the Parties hereto have hereunto caused it to be executed by their duly authorized representatives the date and year above written.

**For and behalf of:**
**YTY INDUSTRY SDN BHD**
**Signature:**

Name: Ravindran Rengunathan
Designation: VP, Human Resources
**Official Company Stamp:**

Rakesh Pahwa
VP Procurement

**For and behalf of:**
**VITA LINER ENTERPRISE**
**Signature:**

Name: Jeevaratnam subramaniam
Designation: marketing manager
**Official Company Stamp:**

VITA LINER ENTERPRISE
(IP0485847-P)
NO. 21, ATAS JALAN RAJA OMAR
TAMAN LEKIR BARU,
32000 SITIAWAN, PERAK

## Appendix I: Housekeeping Job List

### 1) YTY Lekir

| No | Job Scope | Remark | Area | Daily | Weekly | Fortnightly | Monthly |
|---|---|---|---|---|---|---|---|
| 1 | Floor Cleaning with Road sweeper | | Factory | √X2 | | | |
| 2 | Collect of rubbish at factory waste collection point | | Factory | √X2 | | | |
| 3 | Collect of empty chemical drum | | Factory | √X3 | | | |
| 4 | Collect of latex foams & reject packing material | | Factory | √X2 | | | |
| 5 | Toilet cleaning ( Common toilet, Production office toilet, Safety office toilet and Project office toilet ) | | Factory | √X3 | | | |
| 6 | Check all toilet functions (malfunction replace by the Facilities team ) | | Factory | √X3 | | | |
| 7 | Canteen floor cleaning (Canteen dining area only ) | | Canteen | √X3 | | | |
| 8 | Canteen table top cleaning | | Canteen | √X3 | | | |
| 9 | Site office floor cleaning | | Factory | √X2 | | | |
| 10 | Salvage canvas & latex Plastic | | Factory | √X2 | | | |
| 11 | Car park cleaning | | Factory | √X2 | | | |
| 12 | Gas station cleaning | | Factory | | √X2 | | |
| 13 | Loading of scraped paper/carton | | Factory | | √X3 | | |
| 14 | Loading of scraped plastic | | Factory | | √X3 | | |
| 15 | Floor tiling replacement/Scrubbing and grinding | **priority** Assist & monitor by YTY | Factory | | √X2 | | |
| 16 | Grass cutting /Tree trimming/ herbicides activity | | Factory | | √X3 | | |
| 17 | Monsoon/Sludge / Lump clearing (Drain and Pond) | | Factory | | √X3 | | |
| 18 | Painting the production buildings ( maximum height of 2 meters from the ground) | **priority** Assist & monitor by YTY | Factory | | √X3 | | |
| 19 | Painting road marking, Bomba structure & piping | **priority** Assist & monitor by YTY | Factory | | √X3 | | |
| 20 | 2nd grade gloves/Reject gloves (Collect & Load) | | Factory | | √X2 | | |
| 21 | Loading empty drum | | Factory | √X3 | | | |
| 22 | Floor tiling replacement/Scrubbing at hostel, Cement patching on building (Common area and kitchen parameters only) | **priority** Assist & monitor by YTY | Hostel | √X2 | | | |
| 23 | Corridors, kitchen, general area and stairs sweeping and cleaning | | Hostel | √X2 | | | |
| 24 | Collection of Rubbish at Hostel | | Hostel | √X2 | | | |
| 25 | Corridors, kitchen, general area and stairs mopping and water jet cleaning | | Hostel | | √X3 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 26 | Check & top up sanitizer/hand soap dispenser | | Factory/ Hostel | √X3 | | | |
| 27 | Conduct disinfection and update checklist | | Factory/ Hostel | √X1 | | | |
| 28 | Clearing grease Trap (Hostel) | | Hostel | √X3 | | | |
| 29 | Clean the roof top<br>i) Collect the rubbish and clean the drainage<br>ii) Pesticide Spraying/ Cutting the plants | | Factory | | | | √X1 |

## 2) GP Lumut & YTY Acheh

| No | In Scope | Remark | Area | Daily | Weekly | Fortnightly | Monthly |
|---|---|---|---|---|---|---|---|
| 1 | Floor Cleaning with Road sweeper | | Factory | √X1 | | | |
| 2 | Collect of rubbish at factory waste collection point | | Factory | √X2 | | | |
| 3 | Collect of empty chemical drum | | Factory | √X1 | | | |
| 4 | Collect of latex foams & reject packing material | | Packing/ Compound | √X1 | | | |
| 5 | Toilet Cleaning, staircase cleaning and Lactation room<br>(Common toilet, Production office toilet, Safety office toilet and Project office toilet) | | Factory& Office | √X2 | | | |
| 6 | 2nd grade gloves/Reject gloves (Collect & Load) | | Factory | | √X1 | | |
| 7 | Canteen Floor Cleaning (In & Outdoor)<br>(Canteen dining area only) | | Canteen | √X2 | | | |
| 8 | Canteen Tabletop Cleaning | | Canteen | √X2 | | | |
| 9 | Corridor Cleaning | | Factory | √X1 | | | |
| 10 | Loading bay Cleaning | | Factory | √X1 | | | |
| 11 | Drums for Sales (Collect & Load) | | Scrap yrd | | √X2 | | |
| 12 | Reject Papers (Collect & Load) | | Scrap yrd | | | √X2 | |
| 13 | Reject Scrap Metal (Collect & Load) | | Scrap yrd | | √X2 | | |
| 14 | Reject Plastic (Collect & Load) | | Scrap yrd | | | √X2 | |
| 15 | Rubbish, rejected wood and hostel rubbish (Collect & Load) | | Scrap yrd | √X2 | | | |
| 16 | Loading of reject Former's | | Scrap yrd | | | | 3 month once X3 |
| 17 | Painting of Building, Pipes, Gantry, road marking, pipe gas and pipe water (maximum height of 2 meters from the ground) | **priority** Assist & monitor by YTY | Factory | | √X2 | | |
| 19 | Grass Cutting, Three Trimming | | Factory | | | | √X2 |
| 20 | Pesticide Spraying inside/outside into company premises of all building | **priority** Assist & monitor by YTY | Factory | | | √X1 | |
| 21 | Salvaging Plastic and Canvas from latex bag for used in production area and sales | | Factory | | √X2 | | |
| 22 | Netting at side of roofing to drive away birds ( Only GPL plant are applicable ) | | Factory | | | | Checking 3 Month |
| 23 | Painting water storage platform and support | **priority** | Water | | | | Checking |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Assist & monitor by YTY | Storage A, B | | | | 3 Month |
| 24 | Cement patching on building | | Factory | | | √X2 | |
| 25 | Schedule waste arrangement and recorded | | WTP | | | | √X1 |
| 26 | Factory Drain and sewage treatment and drains | | Factory | | √X1 | | |
| 27 | Check & top up Sanitizer/Hand soap dispenser | | Factory/ Hostel | √X2 | | | |
| 28 | Conduct disinfection and update checklist | | Factory/ Hostel | √X1 | | | |
| 29 | Clean the roof top<br>i ) Collect the rubbish and clean the drainage<br>ii) Pesticide Spraying/ Cutting the plants | | Factory | | | | √X1 |

### 3) GP Acheh

| No | Job Scope | Remark | Area | Daily | Weekly | Fortnightly | Monthly |
|---|---|---|---|---|---|---|---|
| 1 | Collect of rubbish at Factory roads and compound | | Factory | | √X1 | | |
| 2 | Factory Drain and sewage treatment and drains | | Factory | | √X1 | | |
| 3 | Corridor Cleaning | | Factory | | √X1 | | |
| 4 | Loading bay Cleaning | | Factory | | √X1 | | |
| 5 | Toilet Cleaning (Common toilet) | | Factory | | √X1 | | |
| 6 | 2nd grade gloves/Reject gloves (Collect & Load) | When needed base | Factory | | | | |
| 7 | Loading of sale reject Papers | When needed base | Factory | | | | |
| 8 | Loading of sale reject Scrap Metal | When needed base | Factory | | | | |
| 9 | Loading of sale reject Plastic | When needed base | Factory | | | | |
| 10 | Grass Cutting, Tree Trimming | When needed base | Factory | | | | |
| 11 | Herbicides activity/ Pesticide Spraying outside of all building | When needed base | Factory | | | | |
| 12 | Herbicides activity/ Pesticide Spraying for Hostel | When needed base | Hostel | | | | |
| 13 | "Painting of Building, Pipes, Gantry, road marking, pipe gas and pipe water (maximum height of 2 meters from the ground) | When needed base | Factory | | | | |
| 14 | Wooden pallet repair for sales | When needed base | Factory | | | | |

## Appendix II: Service Rates & Headcount Allocation

| No | Service Description | Charges per month (RM) – include 6% SST |
|---|---|---|
| 1. | **YTY Industry Sdn Bhd : (YTY Lekir)**<br>Total headcount : 16 + 1 Supervisor<br>Working day(s) : Monday ~ Saturday; Sunday Off<br>Working hours(s) : 7.00am ~ 7.00pm (10 hours per day; 2 hours break in between)<br>Unit rate/headcount : RM3,850 | 69,377.00 |
| 2 | **YTY Industry Sdn Bhd : (YTY Acheh BLK A)**<br>Total headcount : 9 + 1 Supervisor<br>Working day(s) : Monday – Saturday; Sunday Off<br>Working hours(s) : 7.00am ~ 7.00pm (10 hours per day; 2 hours break in between)<br>Unit rate/headcount : RM3,850 | 40,810.00 |
| 3 | **YTY Industry Sdn Bhd : (YTY Acheh BLK B)**<br>Total headcount : 10<br>Working day(s) : Monday – Saturday; Sunday Off<br>Working hours(s) : 7.00am ~ 7.00pm (10 hours per day; 2 hours break in between)<br>Unit rate/headcount : RM3,850 | 40,810.00 |
| 4 | **Green Prospect Sdn Bhd : (GP Lumut)**<br>Total headcount : 5<br>Working day(s) : Monday – Saturday; Sunday Off<br>Working hours(s) : 7.00am ~ 7.00pm (10 hours per day; 2 hours break in between)<br>Unit rate/headcount : RM3,850 | 20,405.00 |
| **Total Monthly Contract Value** | | **171,402.00** |