



1. INTRODUCTION

- 1.1. **MYNext Sdn Bhd** (Company No.: 200901017217 (860313-U)) (“**MYNext**”) is a company wholly owned by **Talent Corporation Malaysia Berhad** (Company No.: 201001035653 (919577-H)) (“**Talent Corporation**”) with the main objective to promote human capital building initiatives including but not limited to efforts in mobilising talent (graduates and professionals) to meet Malaysia’s market demands and needs for talent as well as regional and global talent needs by collaborating between government agencies, higher learning institutions and private sectors.
- 1.2. MYNext has facilitated a programme known as ‘National Structured Internship Programme’ (“**MySIP**”) which is a collaborative effort between the Ministry of Human Resources (“**MOHR**”) via Talent Corporation and the Ministry of Higher Education (“**MOHE**”) to provide structured internship opportunities that allow students to gain adequate industry exposure and experience.
- 1.3. TalentCorp has also implemented a programme known as ‘General Internship’ (“**GI**”) that offers internship opportunities via MYNext which is not covered under MySIP’s requirements. Examples include, internships with shorter internship duration (less than 10 weeks), internships with less than RM500 monthly allowance or internship offered by tax exempted organisations where they are not benefiting from the tax incentives.
- 1.4. As to ensure on the success of MySIP and GI, MYNext has agreed to provide advertisement services to the participating host company(ies) (“**Host Company(ies)**”) whereby the Host Company may advertise internship vacancies through MYNext’s online portal (“**MYNext Portal**”) subject to the terms and conditions as stipulated herein.
- 1.5. These general terms and conditions shall constitute entire agreement between MYNext and the Host Company for the purpose of usage of advertisement services provided by MYNext to the Host Company via the MYNext Portal (“**General Terms and Conditions**”). By using the MYNext Portal, the Host Company hereby agrees and undertakes with MYNext to be bound by this General Terms and Conditions.



2. DETAILS OF SERVICES AND FEES

2.1. The details of advertising services that can be offered by MYNext via MYNext Portal to the Host Companies are as follows depending on the option taken by the Host Companies which are described under Appendix 1 of this General Terms and Conditions.

2.2. Details of Packages

No.	Package	Details	Price (RM)
1	Basic	Benefits offered under this package: (a) maximum of three (3) internship positions advertisement purposes. (b) maximum of three (3) fresh graduate positions advertisement purposes. (c) maximum of twenty (20) graduate talent finder. (d) maximum of fifty (50) employee management. (e) flexibility to post within a period of twelve (12) months from the purchase date made by the Host Company. (f) the Host Companies shall have access to MYNext profiling suites of candidates who intend to apply for the offered position(s). (g) automated MySIP endorsement. (h) the Host Companies can gain access to a range of candidates from all over Malaysia. (i) employer branding; and (j) the Host Company shall be given multi login (access to MYNext Portal) of which the Host Company may designate any of its employees with the access to MYNext Portal.	2,500.00
2	Pro	Benefits offered under this package: (a) maximum of six (6) internship positions advertisement purposes. (b) maximum of six (6) fresh graduate positions advertisement purposes.	5,000.00

No.	Package	Details	Price (RM)
		<p>(c) maximum of thirty (30) graduate talent finder.</p> <p>(e) flexibility to post within a period of twelve (12) months from the purchase date made by the Host Company.</p> <p>(f) the Host Companies shall have access to MYNext profiling suites of candidates who intend to apply for the offered position(s).</p> <p>(g) automated MySIP endorsement.</p> <p>(h) the Host Companies can gain access to a range of candidates from all over Malaysia.</p> <p>(i) employer branding; and</p> <p>(j) the Host Company shall be given multi login (access to MYNext Portal) of which the Host Company may designate any of its employees with the access to MYNext Portal.</p>	
3	Premium	<p>Benefits offered under this package:</p> <p>(a) maximum of ten (10) internship positions advertisement purposes.</p> <p>(b) maximum of ten (10) fresh graduate positions advertisement purposes.</p> <p>(c) maximum of fifty (50) graduate talent finder.</p> <p>(d) maximum of fifty (50) employee management.</p> <p>(e) maximum of one (1) slot, up to maximum of twenty (20) minutes for university engagement/talk.</p> <p>(f) flexibility to post within a period of twelve (12) months from the purchase date made by the Host Company.</p> <p>(g) the Host Companies shall have access to MYNext profiling suites of candidates who intend to apply for the offered position(s).</p> <p>(h) automated MySIP endorsement.</p> <p>(i) the Host Companies can gain access to a range of candidates from all over Malaysia.</p> <p>(j) employer branding; and</p>	7,500.00

No.	Package	Details	Price (RM)
		(k) the Host Company shall be given multilogin (access to MYNext Portal) of which the Host Company may designate any of its employees with the access to MYNext Portal.	
4	Enterprise	<p>Benefits offered under this package:</p> <p>(a) maximum of fifteen (15) internship positions advertisement purposes.</p> <p>(b) maximum of fifteen (15) fresh graduate positions advertisement purposes.</p> <p>(c) maximum of eighty (80) graduate talent finder.</p> <p>(d) maximum of fifty (50) employee management.</p> <p>(e) maximum of one (1) slot, up to maximum of twenty (20) minutes for university engagement/talk.</p> <p>(f) invitation to maximum of one (1) ‘Virtual Career Fair’ organized by Talent Corporation and/or its related companies.</p> <p>(g) flexibility to post within a period of twelve (12) months from the purchase date made by the Host Company.</p> <p>(h) the Host Companies shall have access to MYNext profiling suites of candidates who intend to apply for the offered position(s).</p> <p>(l) the Host Company shall be given multilogin (access to MYNext Portal) of which the Host Company may designate any of its employees with the access to MYNext Portal.</p> <p>(j) the Host Companies can gain access to a range of candidates from all over Malaysia.</p> <p>(k) employer branding; and</p> <p>(l) the Host Company shall be given multilogin (access to MYNext Portal) of which the Host Company may designate any of its employees with the access to MYNext Portal.</p>	12,500.00

2.2.1 For each package, MYNext shall provide advertisement for internship placements offered by the Host Company via the MYNext Portal for a period of six (6) months

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or such other period as may be determined from time to time, from the date as
determined by the Host Company **for 6 months**.

2.2.2 The material for the advertisement shall be prepared by the Host Company and prior written approval shall be obtained from MYNext by the Host Company on such materials prior to the advertisement purposes.

2.2.3 However, in the event the Host Company does not intend to subscribe to the package as mentioned above, the Host Company can opt to purchase the services on an ad hoc basis whereby the pricing model for the usage of the advertisement services on an ad hoc basis is as follows:

No.	Programmes	Price (RM)
1	MySIP	RM250.00 only for each vacancy.
2	GI	RM250.00 only for each vacancy.

(a) The above rate is for a maximum of one (1) vacancy offered by the Host Company for internship purposes. Illustration purpose:

*Ten (10) vacancies offered by the Host Company = **RM2,500.00** total amount of fees payable by the Host Company to MYNext.*

2.3 The Host Companies hereby agree and undertake with MYNext the following:

(a) The above fee/price is exclusive of all local taxes including but not limited to Sales and Services Tax (“SST”) and any other taxes as imposed by relevant authorities in respect of the services provided by MYNext via the MYNext Portal. The above fee is inclusive of out-of-pocket expenses incurred by MYNext in providing such services to the Host Company.

(b) Notwithstanding the above, MYNext may from time to time in its sole discretion, offer certain promotional codes for discounts (“**Promotional Codes**”) to the Host Company and such Promotional Codes shall be reflected in the MYNext Portal. For clarification purposes, the Promotional Codes are non-transferable and are not redeemable for cash, credit, or toward previous purchases.

(c) MYNext reserves the absolute right to remove, amend, modify and/or vary any benefits of the Promotional Codes at any time without prior notification to be

Terms and Conditions - MYNext Sdn Bhd given by MYNext to the Host Company. For the avoidance of doubt, such removal, amendment, modification and/or variation shall not be applicable for any **confirmed transaction made by the Host Company with MYNext by utilizing the previous Promotional Codes prior to the date** of the removal, amendment, modification and/or variation.

- (d) The payment of the above fee shall be made by the Host Company with the payment gateway service provider as designated in the MYNext Portal and shall be subjected to the terms and conditions imposed by such service provider.
- (e) Upon successful payment of the fee by the Host Company to MYNext, the Host Company shall be entitled to disseminate the advertisement to the entire MYNext's talent pool via MYNext Portal where the Host Company shall be given access to talents that have undergone comprehensive assessment processes via the 'MYNext Profiling Suite' through MYNext Portal inclusive of six (6) psychometric assessments related to work values, employability and interests, and one (1) English proficiency test.
- (f) In the event the Host Company does not receive any feedback and/or responses from any applicants for the internship placement on the expiry date of the Advertisement Period, the Host Company may request from MYNext to extend the Advertisement Period further whereby such extended period shall be subjected to the sole discretion of MYNext. MYNext may, in its absolute discretion and without assigning any reasons thereto, decline to approve any extension request made by the Host Company.
- (g) By using the MYNext Portal, the Host Company will have the convenience of a start-to-end internship management and solution provider via the MYNext Portal, to ease the recruitment and Letter of Endorsement ("**LOE**") issuance processes, which will be completed entirely via the MYNext Portal.

3. OTHER TERMS AND CONDITIONS

3.1. Responsibilities of the Host Company

- (a) The Host Company shall adhere and comply with the provisions as stipulated in this Terms and Conditions.
- (b) The Host Company shall, **at least 5 days** prior to the stated/requested advertisement date, provide materials for advertisement purposes to MYNext for approval purposes. MYNext shall, **within 3 days** from the date MYNext received such materials from the Host Company (“**Confirmation Period**”), provide written approval or proposed variation (if any) on such materials and in the event MYNext fails and/or unable to provide approval or feedback on such materials within the Confirmation Period, such materials shall be deemed to be approved by MYNext for advertisement purposes.
- (c) MYNext and the Host Company hereby agree that the Host Company may request from MYNext for new modification and/or variation in respect of the **approved materials PROVIDED ALWAYS** that such request is to be made by the Host Company to MYNext **at least 2 days** prior to the stated/requested advertisement date and with written approval by MYNext.
- (d) In the event the Host Company fails and/or unable to provide the materials for advertisement purposes to MYNext for approval purposes at least 5 days prior to the stated/requested advertisement date, then the stated/requested advertisement date shall be changed to the other date to determined and agreed by MYNext and the Host Company accordingly.

3.2. Personal Data Protection

- (a) By using the MYNext Portal, the Host Company hereby agrees that MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representatives, to collect, store, process and/or use the Host Company’s employees’ personal data, which may include but not limited to the name, address, telephone number, registration number and email address (“**Personal Data**”), for the purpose it was collected, which among others are for the purpose of the services and for non-commercial use.
- (b) The Host Company hereby gives consent to MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or



representative, to disclose the Personal Data to relevant authorities and/or third parties, where required by law or for legal purposes.

3.3. Intellectual Property Rights

- (a) All reports, materials and/or compilation of materials under the services shall become the exclusive properties of MYNext and shall not be returned to the Host Company. The Host Company hereby agrees to grant MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representatives, unconditional and irrevocable rights to publish such reports, materials and/or compilation of materials in any formats at MYNext's website or other platforms as determined by MYNext.

3.4. Violation of Laws

- (a) Any attempt to deliberately damage or undermine the legitimate operation of the MYNext Portal is a violation of criminal and civil laws and MYNext, including but not limited to its holding company, subsidiaries, partners, employees, agents and/or representatives reserve the right to seek damages from those making such attempts to the fullest extent permitted by law.

3.5. Governing Laws

- (a) All disputes and differences arising hereunder shall be governed by and interpreted according to the laws for the time being in force in Malaysia. Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any claim or proceeding arising from these terms and conditions, and to obey any order or judgment of the courts in respect of such claim or proceedings.

3.6. Exclusion of Liability

- (a) MYNext including its holding company, subsidiaries, partners, employees,



agents and/or representatives shall not be responsible and/or held liable to the following including but not limited to:

- (i) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines;
- (ii) data corruption, theft, destruction, loss, unauthorized access to or alteration of the application;
- (iii) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in the Host Company's e-mail account to receive e-mail messages; and/or
- (iv) for any damages and/or losses suffered by the Host Company pertaining to the services provided by MYNext via MYNext Portal.

3.7. Miscellaneous

- (a) MYNext reserves absolute right at its absolute discretion and without liability whether to:
 - (i) change, modify, alter, adapt, add or remove any of the terms and conditions contained herein; and/or
 - (ii) change, suspend, or discontinue any aspect of the services including the rate of fees imposed in respect of the services.
- (b) The changes and/or modifications as described under the paragraph above will be posted on MYNext Portal, if functioning.