

GENERAL TERMS AND CONDITIONS (“TERMS”)

1. Introduction

- 1.1. Talent Corporation Malaysia Berhad (Company No.: 201001035653 (919577-H)) (“**TalentCorp**”) is an agency under the Malaysian Ministry of Human Resources that drives Malaysia’s talent strategy towards becoming a dynamic talent hub by attracting, nurturing, and retaining the right expertise to spur economic growth. TalentCorp initiates and facilitates initiatives that will help country meet its talent needs, by working closely and building partnerships with leading companies and Government’s agencies.
- 1.2. One of the initiatives that is currently implemented by TalentCorp is known as ‘Internship Placement Matching Grant for SME’ (“**LiKES Programme**”). The main objective of LiKES Programme is to provide financial support to ‘Small and Medium Enterprise’ (SMEs) companies, start-ups in Malaysia and other entities that are qualified and in line with the requirements of LiKES Programme, encouraging them to nurture local talent through meaningful, structured, and paid internship programmes for students. Under the LiKES Programme, eligible employers may receive an **advance grant** and a **matching grant reimbursement of fifty per cent (50%)** of the hired interns’ minimum monthly allowance, subject to the terms and conditions of the LiKES Programme.
- 1.3. These Terms shall constitute the entire agreement between TalentCorp and the employer with respect to participation in the LiKES Programme, superseding all prior agreements, understandings, or communications, whether written or oral, relating to the same subject matter.

2. Details of the LiKES Programme

- 2.1. The advance grant (“**Advance Grant**”) and the matching grant, being a reimbursement of fifty per cent (50%) of the intern’s monthly allowance (“**Matching Grant**”), under the LiKES Programme, are subject to the terms and conditions set out herein. These benefits shall only be applicable to interns who are hired and commence their internship period with the eligible employer **on or after 1st March 2026**.

(a) **Allocation of the Advance Grant and Matching Grant.**

- (i) The allocation of the advance grant and the matching grant reimbursement of fifty per cent (50%) under the LiKES Programme shall be limited to a maximum of **ten (10) interns** per eligible employer. Of this total allocation, the **advance grant shall be applicable to a maximum of five (5) interns only**, subject at all times to the terms and conditions of the LiKES Programme.

(b) **Advance Grant.**

- (i) Advance Grant means a grant paid upfront to an eligible employer in the total amount of **Ringgit Malaysia Two Thousand (RM2,000.00) per intern for four (4) months** of the internship period, in respect of each hired intern under the LiKES Programme, subject to the terms and conditions of the LiKES Programme.

(c) **Matching Grant.**

- (i) Matching Grant means a grant provided by way of reimbursement to an eligible employer in an amount equivalent to **fifty per cent (50%) of the monthly allowance paid to a hired intern**, and in accordance with the terms

and conditions of the LiKES Programme (reimbursement amount up to **Ringgit Malaysia Eight Hundred Fifty (RM850.00)** per month).

(d) **Coverage Period of the Advance Grant and Matching Grant.**

- (i) The total period for which an eligible employer may receive the Advance Grant and the Matching Grant, whether in combination or in respect of the Matching Grant only, shall not exceed a maximum duration of twelve (12) months per intern, provided that the intern has been approved under the LiKES Programme and is hired within the year 2026, and subject to the terms and conditions of the LiKES Programme.
- (ii) The eligible employer acknowledges and agrees that, to qualify for the Advance Grant or Matching Grant under the LiKES Programme, the eligible employer must first hire the intern, subject to the applicable terms and conditions. Eligibility for the grant is on a first-come, first-served basis and is subject to the availability of allocated funds under the LiKES Programme, or until 31 December 2026, whichever occurs earlier, unless otherwise notified by TalentCorp.

2.2. Terms and Conditions.

(a) Criteria of eligible company:

- (i) Entity that is incorporated and/or registered:
 - (1) under Companies Act 2016 (replaced Companies Act 1965);
 - (2) under Registration of Business Act 1956 or Limited Liability Partnerships Act 2012;
 - (3) under specific authorities in Malaysia; or
 - (4) under respective statutory bodies in Malaysia
- (ii) Entity that is duly incorporated/registered and has been in active operation for at least continuous period of two (2) years as at the date of application; and
- (iii) Entity that is certified as ‘small medium enterprise’ by SME Corporation Malaysia.

For the purpose of these Terms, ‘**Small and Medium Enterprise (SME)**’ means as follow:

| Sector | Micro | Small | Medium |
|----------------------------|---|---|---|
| Manufacturing | Sales turnover < RM300,000.00 or < 5 employees. | Sales turnover RM300,000.00 – < RM15,000,00.00 or 5 – < 75 employees. | Sales turnover RM15,000,000.00 – ≤ RM50,000,000.00 or 75 – ≤ 200 employees. |
| Services and others | | Sales turnover RM300,000.00 – < RM3,000,000.00 or | Sales turnover RM3,000,000.00 – ≤ RM20,000,000.00 |

| Sector | Micro | Small | Medium |
|--------|-------|---------------------|-------------------------|
| | | 5 – < 30 employees. | or 30 – ≤ 75 employees. |

(b) Criteria of intern hired by the eligible company:

(i) An intern eligible under the LiKES Programme must meet all requirements prescribed by TalentCorp, including but not limited to the following:

- (1) pursuing full-time studies at a local or overseas institution, or at a Technical and Vocational Education and Training (TVET) Higher Learning Institution, and undertaking the internship in Malaysia;
- (2) enrolled in one of the following programmes: Master's degree, Bachelor's degree, Diploma Lanjutan Kemahiran Malaysia (DLKM), Professional Certificate, Diploma, Diploma Kemahiran Malaysia (DKM), Certificate, or Malaysian Skills Certificate (SKM) Level 1 to Level 3 or equivalent;
- (3) complete the internship within the duration of the eligible study programme; and
- (4) has registered as 'MyNext Talent' on the 'MyNext Platform' at talent.mynext.my and has received an internship invitation under the LiKES Programme from an eligible employer.

(c) Other requirements to be fulfilled by the eligible company.

(i) Allowance and Internship Period.

- (1) The eligible employer shall ensure that the intern is duly hired and paid a monthly allowance in accordance with the tiered rates stipulated below. Except for the Advance Grant, the eligible employer shall ensure that the intern completes a minimum internship period of two and a half (2.5) months, equivalent to ten (10) weeks or seventy (70) days.
- (2) For the Advance Grant, the internship period shall be for a minimum of four (4) months, equivalent to sixteen (16) weeks or one hundred twelve (112) days.
- (3) The details of the tiered rates are as follows:

| Tier | Monthly Allowance | Remark |
|---|--------------------------------------|--------|
| 1 (For interns pursuing Malaysian Skills Certificate (SKM) Level 1 to Level 3, Certificate, Diploma, Malaysian Skills Diploma (DKM)). | A minimum sum of RM500.00 or higher. | |

| Tier | Monthly Allowance | Remark |
|--|---|--------|
| <p style="text-align: center;">2</p> <p style="text-align: center;">(For interns pursuing Malaysian Advanced Skills Diploma (DLKM), Bachelor's Degree, Master's Degree, or Professional Certificate).</p> | <p style="text-align: center;">A minimum sum of RM600.00 or higher.</p> | |

- (4) The Advance Grant shall only be applicable to interns who have already been hired by the eligible employer at the time of the employer's application under the LiKES Programme, and is subject to all other terms and conditions of the LiKES Programme.

3. Application Processes

3.1. Step 1 – Registration through the Website

- (a) The interested employer is required to register via the website at **www.talentcorp.com.my** ("**Website**") by completing the relevant forms and providing all information as may be requested by TalentCorp for the purpose of registration.
- (b) Step 2 shall only commence upon completion of Step 1, which involves registration through the Website, and after the employer has hired a new intern under the LiKES Programme. Employers who have not yet hired an intern are not eligible to proceed to Step 2

3.2. Step 2 – Confirmation of Registration by TalentCorp

- (a) TalentCorp shall review the completed registration forms and issue a confirmation email to the interested employer within ten (10) working days from the completion of the registration process by the interested employer ("**Confirmation Email**").

'**Working day**' means a day (other than a Saturday, Sunday or public holiday gazetted or non-gazetted and unscheduled public holidays) on which commercial banks are open for business in Selangor Darul Ehsan.

- (b) The interested employer shall provide all relevant supporting documents, duly certified as true copies by an advocate and solicitor, to TalentCorp as requested in the Confirmation Email ("**Supporting Documents**").
- (c) The Supporting Documents that may be requested by TalentCorp shall include, but are not limited to, the following:
- (i) certified true copy of the following documents:
- (1) statutory documents to confirm on the incorporation and/or registration of the interested employer with relevant bodies and/or authorities;
 - (2) Acknowledgement Letter, Letter of Confirmation, Acceptance Letter or equivalent instrument issued by the relevant educational institution certifying that the intern is duly enrolled in and actively undertaking an internship placement with the interested employer;

- (3) copy of the intern student card; and
- (4) Internship Offer Letter, or equivalent instrument confirming the hiring of the intern by the interested employer;
- (ii) internship modules that will be used by the interested employer for the purpose of internship session by the hired intern with the interested employer;
- (iii) job description and/or scope of works for the hired intern;
- (iv) the latest financial report of the eligible employer, applicable only to those with more than 200 employees (full-time and part-time employees), if requested by TalentCorp;
- (v) banking details of the employer, to provide the employer's bank account details for the purposes of payment or reimbursement under the LiKES Programme;
- (vi) details of the intern(s) using the template supplied by TalentCorp; and
- (vii) executed copy of Letter of Undertaking (*Surat Aku Janji*).

TalentCorp reserves the right to request additional documents or instruments from the interested employer for verification. Failure or inability to comply with such requests may result in the denial of the employer's application to participate in the LiKES Programme.

- (d) TalentCorp will review the submitted Supporting Documents within fourteen (14) working days from receipt of the complete set from the interested employer.

3.3. **Step 3** – Approval by TalentCorp.

- (a) TalentCorp shall provide formal approval to the eligible employer via email, together with a link to access the Employer Evaluation Form, upon the employer's fulfilment of all registration requirements, submission of the required Supporting Documents, and compliance with the conditions of the LiKES Programme. Such approval shall constitute as confirmation of the employer's eligibility to participate in the LiKES Programme ("**Approval**").
- (b) The eligible employer shall complete the Employer Evaluation Form and submit it to TalentCorp via the link provided for record-keeping purposes.
- (c) The eligible employer shall also ensure that the hired intern registers as a 'MyNext Talent' on the MyNext Platform at talent.mynext.my.

These Terms apply exclusively to the LiKES Programme and govern all activities, obligations, and benefits arising thereunder. They are separate and distinct from any initiatives, assessments, or opportunities offered under the National Structured Internship Programme (MySIP), which is also implemented by TalentCorp. Participation in the LiKES Programme shall neither imply nor require participation in any MySIP.

3.4. **Step 4 – Payment or Reimbursement Details**

- (a) TalentCorp shall, upon receipt of the completed Employer Evaluation Form, provide the eligible employer with the payment or reimbursement details, which shall include the following:
 - (i) the number of intern(s) approved;
 - (ii) payment details specifying the name of each intern;
 - (iii) the amount entitled to be paid or reimbursed to the employer under the LiKES Programme; and
 - (iv) the coverage period applicable to each intern for the Advance Grant and/or Matching Grant;

all subject to the terms and conditions of the LiKES Programme.

3.5. **Step 5 – Payment or Reimbursement to the Eligible Employer**

- (a) TalentCorp shall make the relevant payment to the eligible employer within fourteen (14) working days from the date the eligible employer receives the payment or reimbursement details from TalentCorp as set out in Step 4 above.
- (b) In the event that submitted documents are incomplete or additional documents are required, the eligible employer shall provide the requested documents within five (5) working days, and the payment timeline shall be adjusted accordingly.
- (c) The eligible employer will receive a payment advice or confirmation from the bank once the payment or reimbursement has been successfully cleared and credited to the eligible employer's account.

3.6. **Step 6 – Notification of Payment by TalentCorp**

- (a) The eligible employer will receive an email confirming that the payment has been successfully processed and credited.
- (b) The eligible employer shall ensure that the hired intern completes the Intern Evaluation Form provided by TalentCorp and shall submit the completed form no later than thirty (30) days prior to the end of the internship.

4. Agreement.

- 4.1. The eligible employer under the LiKES Programme shall encourage their hired interns to participate in any programmes and/or initiatives offered by TalentCorp or its related companies, where such participation is voluntary and aimed at enhancing the interns' professional development.
- 4.2. For the avoidance of doubt, TalentCorp reserves the absolute right to amend, vary, remove, and/or add any part of the criteria that must be met by the interested employer in order to participate in the LiKES Programme. Any such amendment, variation, removal, and/or addition shall be posted on the Website, and the interested employer shall be deemed to have accepted the amended, varied, removed, and/or additional criteria upon such posting.

5. Other terms and conditions.

5.1. Personal Data Protection

- (a) TalentCorp and the employer agree and undertake to each other that:
 - (i) that any personal data collected by either party including but not limited to the personal data of the hired intern including either party's employees and/or clients ("**Personal Data**"), such Personal Data must not be used for any other purposes other than for the performance of LiKES Programme and/or for non-commercial purpose;
 - (ii) not to transfer any Personal Data to any third party without consent from the owner of the Personal Data unless otherwise stipulated in these Terms;
 - (iii) to take responsible measures to ensure that the Personal Data will be kept confidential including not to sub-license, distribute, disclose, transfer or declare a trust of its rights in any of the Personal Data, in whole or in part, to any third party, without the express written consent of the other party and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consent shall render such assignment, transfer or sub-license, or declaration void and shall be construed as a breach of these Terms; and
 - (iv) to comply with all rules, guidelines or regulations imposed by both Parties relating to personal data and all applicable data protection laws in Malaysia.
- (b) Notwithstanding any provisions of these Terms, the employer hereby agrees that TalentCorp is allowed to disclose its Personal Data, including the Personal Data of its employees, agents and/or representative to:
 - (i) relevant authorities and/or third parties, where required by law or for legal purposes; and
 - (ii) relevant ministries for the purpose of deliberation on the implementation of LiKES Programme.
- (c) The eligible employer hereby undertake with TalentCorp that they have obtained the necessary consent and/or approval from the hired intern(s) to disclose and share their personal data as contained in the supporting documents to be submitted by the eligible employer to TalentCorp pursuant to these Terms.

5.2. Intellectual Property Rights

- (a) TalentCorp and the Employer hereby agree that to the extent permitted under any applicable laws and regulations, ownership of intellectual property rights of any proprietary information or data, computer system or database invented, developed, created or discovered solely and separately by either party or obtained through the sole and separate effort of either party, shall be solely owned by the party concerned.
- (b) TalentCorp and the employer hereby further agree that to the extent permitted under any applicable laws and regulations, ownership of intellectual property rights of any proprietary information, system or database invented, developed, created or discovered jointly by the parties or obtained through the joint activity effort in accordance with the terms to be mutually agreed upon, shall be owned by the parties jointly.

- (c) The employer hereby agrees to grant TalentCorp, including but not limited to its partners, employees, agents and/or representatives, unconditional and irrevocable rights to use the employer's logo or other trademarks or make public or make any reference to the employer as collaborator and/or partner in any of TalentCorp's proposal, advertising activities, marketing materials, brochures or similar documents without the prior written consent of the employer.

5.3. Violation of Laws

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

5.4. Governing Laws

- (a) All disputes and differences arising hereunder shall be governed by and interpreted in according with 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.

5.5. Prohibited Conduct

- (a) TalentCorp reserves the absolute right to remove the Employer from the LiKES Programme in the event the Employer becomes the object of public notice which in the sole opinion of TalentCorp, would have a negative effect or consequence towards performance of the employer for the purpose of the LiKES Programme.

5.6. Liability and Indemnity

- (a) The employer shall accept liability to pay damages for losses and liabilities including costs arising as a direct result of breach of contract or law, misconduct, fraud, dishonesty and/or negligence on its part in respect of the employer's obligations and/or commitments provided in connection with, or arising out of, the engagement terms set out in these Terms.
- (b) The employer agrees to indemnify and continue to indemnify TalentCorp, its subsidiaries and associate companies as well as their directors, shareholders and employees from and against losses, claims, deficiencies, expenses, demands, costs, taxes, damages or liabilities of any kind (collectively "**Liabilities**"), actual or contingent in relation to obligations and/or commitments performed pursuant to the LiKES Programme or breach of any terms of these Terms.

5.7. Exclusion of Liability

- (a) TalentCorp 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 Employer's e-mail account to receive e-mail messages;
- (iv) misconduct of any kind, as described, but not limited to, under paragraph 3.5 above;
- (v) for any unpaid salaries, commissions, fees, allowances and/or remunerations payable by the Employer to the hired intern(s); and
- (vi) for any injuries/ damages and/or losses suffered by the hired intern(s) during the intern's internship term with the employer.

5.8. Binding effect

- (a) These Terms shall be binding on the respective party's assigns, successor-in-titled and nominees and shall supersede all previous negotiations, representations made by both parties whether orally or in written form.

5.9. Miscellaneous

- (a) TalentCorp 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 Likes Programme.
- (b) The changes and/or modification as described under paragraph 5.9(a) above will be notified by TalentCorp to the employer by posting them on the Website.
- (c) TalentCorp and the Employer hereby acknowledge and agree that these Terms may be entered into between the parties by the affixation or placement of a digital image of the hand written signature of the parties (or its authorised signatory of such party) which shall be equivalent to physically signing these Terms and that such digital image of the hand written signatures shall constitute signification of the parties' acceptance of and agreement to the terms of these Terms and that these Terms will legally bind the parties.

By participating in the LiKES Programme, the employer hereby agrees (and on behalf of the employer's directors, owners, partners and/or shareholders) to release, discharge, indemnify and hold TalentCorp, including but not limited to its partners, employees, agents and/or representative, harmless from and against any and all liabilities, losses or damages of any kind, to persons or property, resulting in whole or in part, directly or indirectly, from the Employer's participation in the LiKES Programme.