

EMPLOYMENT CONTRACT

This Employment Contract is executed and entered into by and between:

A. Employer:

Principal Representative of Name of the Company in my capacity as **Official Designation**

B. Legal Representative in the Philippines:

KRIS-AIE INTERNATIONAL, INC. represented by **Agnes V. Gimenez (President)** with office address at **Unit 201 Erisha Condominium, 1142 P. Ocampo corner Dian Streets, Malate, Manila, Philippines**

Employee

Voluntary binding themselves to the following terms and conditions:

1. Site of Employment – _____
2. Contract duration _____ commencing from employee's departure from the point of origin to the site of employment.
3. Employee's Position _____ . (See **Manpower Request**)
4. Basic Monthly Salary U.S.\$ (_____)(**See Manpower Request**)
5. Regular Working Hours: Maximum of 8 hours per day, 6 days a week
6. Overtime Pay:-- As per US Labor Law
For work regular working hours: _____
For work designated rest day & holidays: _____
7. Leave with Full Pay-- **As per US Labor Law**
Vacation leave
Sick Leave
8. Free transportation to the site of employment and in the following case. Free return transportation to the point of origin:
Expiration of Contract
Termination of Contract by the Employer without just cause
 If employee unable to continue to work due to work connected or work aggravated injury or illness Force Majeure; and in such other cases when contract of employment is terminated through no fault of the employee.
9. Personal life and Accident insurance in accordance with host government and or Philippine government laws without cost to the worker. In addition, for areas declared by the Philippine government as war risk areas, a war risk insurance of not less than Php 100,000.00 (one hundred thousand pesos) shall be provided by the employer at no cost to the worker.
10. In the event of death of the Employee during the terms of this agreement his remains and personal belongings shall be repatriated to the Philippines at the expense of the Employer. In case the

repatriation of remains is not possible, the same may be disposed of upon prior approval of the nearest Philippine Embassy.

11. The Employer shall assist the Employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.

12. Termination:

Termination by Employer: The employer may terminate this contract on the following just causes; serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, engaging in trade union activities, when employee violates customs, traditions, and laws of **Australian** and or terms of these agreement. The Employee shall shoulder the repatriation expense.

Termination by the Employee: The employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative, inhuman and unbearable treatment accorded the employee by the employer or representative, commission of a crime/offense by the employer or his representative and violation of the terms and conditions of the employment contract by the employer or his representative. Employer shall pay the repatriation expense back to the Philippines.

The employee may terminate this contract without just cause by serving one (1) month in advance written notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.

Termination due to illness: Either party may terminate the contract on the ground of illness, diseases or injury suffered by the employee. The employer shall shoulder the cost of repatriation.

13. Settlement of Disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance with Company policies, rules and regulations. In case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine Embassy / Consulate nearest site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in the Philippines if permissible by host country laws at the option of the complaining party.
14. The Employee shall observe employers company rules and abide by the pertinent laws of the host country and respect its customs and traditions.
15. The Employer shall withheld the appropriate taxes due to government and other authorized deductions requested by the employee to be paid directly to Job Station for various loans, advances, etc.
16. Applicable Law: Other terms and conditions of employment which are consistent with the above provisions shall be governed by the pertinent laws of the **Country of Employment**.

In witness thereof, we hereby sign this contract this _____ day of _____ at Manila, Philippines.

Employee

**Principal Representative
Company Name**

**Authorized Philippine Representative
KRIS-AIE INTERNATIONAL, INC.**

Printed Name
WITNESS