

MANPOWER SUPPLY AGREEMENT

This Agreement is made and signed on the date of _____ by and between _____ having its address at _____ (herein after called THE COMPANY) and Batangueño Human Resources Inc., having its address at Room 412 Dona Felisa Syjuco Bldg. 1872 Remedios St., corner Taft Ave., Malate, Manila, Philippines (here in a after called BHR)

WITNESSETH THAT:

Whereas THE COMPANY desires to employ Philippine Manpower for the overseas construction sites. (herein after called as Destination)

Whereas BHR desired to supply THE COMPANY with Philippine Manpower for the overseas project sites.

Article 1. Appointment

THE COMPANY hereby appoints BHR as its recruitment agent for Philippine Manpower.

Article 2. Scope of THE COMPANY's Service

BHR shall perform the following services as THE COMPANY's recruitment agent.

- 1.) BHR shall mobilize applicants and pre-select a suitable number of candidates in advance skill tests and interviews by representative of THE COMPANY.
- 2.) The final selection of staff or workers shall be performed in principle by THE COMPANY, but in case THE COMPANY cannot perform the final selection, BHR may perform the final selection as per specifications given by THE COMPANY. BHR should provide Trade Test certificates accordingly.
- 3.) BHR shall assist THE COMPANY in selection staff or workers in every way in the case that THE COMPANY performs the final selection.
- 4.) BHR shall have all selected staffs or workers medically examined by and authorized hospital and dismiss, in advance, anyone who maybe likely to be repatriated to the Philippine due to illness or disease.
- 5.) BHR shall obtain necessary permission from the Philippine authorities concerned to dispatch staff of workers to their destinations.
- 6.) BHR shall assume full responsibility in ensuring that departing staff or workers are covered with an Accident Insurance Policy per POEA requirements. The insurance is for BHR's own account and copies of their insurance policies must be submitted to THE COMPANY.

- 7.) BHR shall be responsible for all travel formalities on behalf of staff or workers for transportation from the Philippine to their destination.
- 8.) In the case that any staff or workers dispatched proves to be unqualified for the job during the probation period that shall be 3 months from the date of arrival at their destination, THE COMPANY shall have the right to repatriate him to the Philippines without prior notice.
 - A.) In the case that the selection was conducted by THE COMPANY, THE COMPANY shall repatriate staff worker on their own account.
 - B.) In the case that the selection was conducted by BHR, THE COMPANY shall not pay the service fee mentioned in Article 3 for the staff or workers involved and the return airfare to the Philippines for the workers involved shall be borne by BHR.
- 9.) In the case that any staff or worker is to be repatriated on the account of his own fault or private affairs and subject to bearing round-trip or one way airfare, the person concerned should bear full responsibility for the cost of the airfare. However, in case the worker has no capability to pay the return airfare to himself, BHR shall bear the return airfare for the worker involved.

Article 3 THE COMPANY's Responsibilities

- 1.) THE COMPANY shall pay service fees for the workers supplied by BHR as follows, which will be remitted to the bank account designated by BHR within 30 days from the receipt of the invoice.
- 2.) THE COMPANY shall pay for the economy class airfare for staff or workers dispatched for the most direct route from the capital city of the Philippines to their destination and vice versa, provided that staff or workers have completed their contracted services period.
- 3.) THE COMPANY shall provide BHR with all the necessary documents in its possession that are required for the emigration of workers to their destination.

Article 4 Settlement of Disputes

Any dispute arising in connection with this agreement, parties concerned may revert to arbitration laws and practices to a venue mutually agreed upon by both parties are such a dispute is not settled amicably.

Article 5 Governing law

This agreement shall be governed by and construed in accordance with the laws of the Philippines but not to exclusion or the prejudice to the laws of the country of employment, international law, covenants or practices.

Article 6 Wage Rates

Wage rate for the staff and workers to be supplied by BHR shall be decided in accordance with a separate agreement between both parties.

Article 7 Validity

This agreement shall be valid for a period of _____, the agreement shall automatically renewed yearly unless terminated in writing by either party. Both THE COMPANY and BHR have full right to terminate this agreement with a 30-day advance written notice on the other party if either party is not satisfied with the other party's performance.

Such provisions of this agreement as may be related to any obligation occasioned through and during the validity of this agreement shall be valid until the time of the complete fulfillment of the obligation even after the termination of this agreement.

Article 8 Miscellaneous Provision

All things not mentions in this agreement shall be decided in accordance with a separate agreement between both parties.

IN WITNESS WHEREOF, the two parties have causes this agreement to be executed on the date above mentioned, and each party retains one copy signed by both parties.

Company:

Contractor:

Name
(Position)

Ruel S. Atienza
(President and General Manager)