

RECRUITMENT AGREEMENT

BETWEEN

ASIAREACH INTERNATIONAL MANAGEMENT & CONTRACTOR SERVICES, INC

Philippine Company

And

Principal/Employer

This Recruitment Agreement entered into by and between **ASIA REACH INTERNATIONAL MANAGEMENT & CONTRACTOR SERVICES, INC.** with principal office address at Suite A 18th Floor Ramon Magsaysay Center Roxas Boulevard Malate Manila represented by **MR. ANTHONY G. SISON**, President, Chairman & CEO hereinafter referred to as Legal Representative;

And

_____, Chief Executive Officer of _____ with corporate office address _____ hereinafter referred to as the Foreign Principal, set forth the following purposes, terms and stipulations:

A. GENERAL PROVISIONS

1. The Foreign Principal shall utilize facilities and services of **ASIA REACH INTERNATIONAL MANGEMENT & CONTRACTOR SERVICES, INC.** for the purposes of pre-selecting, recruiting, processing and documenting Filipino and other professionals hired through the said representative for operation in the kingdom of Saudi Arabia. It shall also avail of such services and facilities for rehiring of the workers as appropriate;
2. The Legal Representative shall make available to the Foreign Principal, pre-Screened applicants as requisitioned. As may be agreed upon by the parties, the Foreign Principal shall have the final authority on the selection of applicants, which shall satisfy the requirements of the Foreign Principal for all intents and purposes;
3. The services of the said Legal Representative shall include but not limited to medical examination, processing, documentation, mandatory briefing /orientation on the working and living conditions of the country of employment, facilitating documentation for travel, like security and police clearance, passport, etc. The Legal Representative shall also, when authorized by the Foreign Principal, sign the individual Employment Agreement that shall be binding for all parties;
4. The Legal Representative shall also provide facilities and services for the processing and documentation of personnel re-hired by the principal under such terms and conditions as may be agreed upon by the parties;
5. As may be appropriate and agreed upon by the parties, an

additional clause on fees of the workers may be incorporated to read as follows:

“The Foreign Principal approved and fully concurs with the imposition by COMPANY/REPRESENTATIVE of fees of the workers in accordance with the rules and regulations of the Department of Labor and Employment.” The pertinent provisions of which are attached and shall form part of this agreement.” It is understood that no other fees in whatever form, manner or purpose shall be imposed upon the worker by the agency. All payments made by the worker shall be covered by appropriate receipts.

B. TRAVEL ARRANGEMENT

1. The Foreign Principal shall be solely responsible for and bear the expenses of securing entry visa / or work permits of accepted workers and their ticketing including the payment of travel tax except when it shall, upon payment of the cost, request its legal representative to arrange for the travel of the workers.

C. EMPLOYMENT

1. The recruits shall take up employment under the master contract of employment (MEC) issued by Foreign Principal herein attached under the wage schedule as attached, which forms an integral part of this Agreement, which are subject to approval of the Department of Labor and Employment.
2. In case of renewal of employment contract between the employer and the same employee, said employee may be entitled to reasonable adjustment in salary and benefits in accordance with the company's pay-scale and practices.

D. AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE

The Foreign Principal authorizes the Legal Representative to act as its exclusive Agent and sole representative in all matters involving the recruitment and hiring of foreign workers.

By virtue of the said Authority, the Legal Representative is granted the following Powers and obligations;

1. To represent the employer / principal before any and all government and private offices / agencies in the Philippines.
2. To enter into any and all contracts with any persons, corporation, institutions or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment.
3. To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making necessary steps to facilitate the departure of the recruited workers in accordance with the Labor code as amended and its rules and regulations.

4. To bring suite, defend and enter into any compromise for and in behalf of the Employer / Principal in litigations involving the hiring and employment of Filipino contract workers for said Principals.
5. To assume jointly and solidarily with the foreign principal and liability / responsibility that may arise in connection with the recruitment and hiring of the workers including the full implementation of the employment contract.

E. REMITTANCE OF FOREIGN EXCHANGE EARNINGS

That the Principal and his Legal Representative shall make the necessary arrangement to facilitate the remittance of at least sixty percent (60%) of the workers' monthly basic salary for his/her designated beneficiary in the Philippines through normal banking channels. The Principal and its Legal Representative shall provide the necessary facilities to effect such remittance in the easiest and most effective way possible and assist in the monitoring of the workers foreign exchange earnings. It is understood that the principal assumes full primary responsibility in the undertaking. However, the Legal Representative shall be held jointly liable with the Foreign Principal and immediately assume payment thereof upon orders of the Ministry In case of failure or unnecessary/unexpected delay in the remittance of that portion of the salary intended for his duly designated beneficiary.

F. RESPONSIBILITIES OF THE FOREIGN PRINCIPAL

1. The Foreign Principal will exert all possible efforts to enhance the welfare and protect the rights of Filipino workers hired under this Agreement in accordance with the laws of the Philippines, his country of domicile and international covenants to expatriate employment and in accordance further with the best possible treatment already extended to other workers at its work site.

2. Except for reasons caused or fault of the employee, force majeure, of flight delay, the Foreign Principal shall transport the workers to the work site within thirty (30) days from the date of scheduled departure as specified by the Foreign Principal upon filing of job requisitions. Should the Foreign Principal failed to do so for no valid reason/s, he shall pay the worker reasonable compensation as maybe determined by the appropriate authorities for every month or a fraction thereof of delay. Payment made under this provision will be made to the worker through the Employer's Legal Representative of the government agency appropriate for the purpose. Should the Principal cancel the employment contract, or if the delay already exceeds two (2) months and the workers elects to cancel said employment contract, the principal shall pay the Employee an additional amount of compensation as may be determined by the appropriate authorities.

3. In case of termination of the worker's employment for cause or as result of death or serious injury the Foreign Principal shall immediately inform the Philippine Embassy/Labor Attache nearest the site of employment and/or the POEA and the employer's Legal Representative of the said event.

In case of death of the employee, the employer shall bear the expenses for repatriation of the remains of the employee and his personal properties to his relatives to the Philippines, or if repatriation is not possible under certain circumstance, the proper disposition

thereof, upon previous arrangements with the worker's next of kin, or in the absence of the latter, the nearest Philippine Labor Attache/Embassy/Consulate.

In all cases, the Principal shall ensure that the benefits due the worker shall be made available to his/her beneficiaries within the shortest time possible.

G. SETTLEMENT OF DISPUTES

1. In case of disputes arising from the implementation of the employment contract between the Principal and the contract worker, all efforts shall be undertaken in cooperation and with the participation of the Philippine Labor Attache /Embassy/Consulate nearest the site of the employment.

2. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate body in the county of employment. During the process of settlement or while the case is pending, the worker shall endeavor to fulfill his/her contractual obligations and the employer shall ensure that such obligations shall be taken without duress or recrimination.

3. In case in disputes involving in this Recruitment Agreement, the parties must attempt to solve them amicably. If the efforts to amicably settle fails, then the disputes shall be referred to the International Chamber of Commerce (ICC) for hearing and adjudication or whatever Administration

H. TERMINATION OF AGREEMENT

This Recruitment Agreement shall be in effect for a minimum period of one year from the date appearing herein below unless sooner terminated by either party thirty (30) days prior written notice. In any case, the responsibilities of the parties shall be in effect up to the completion of the last employment contract signed with the recruited worker under this agreement be recognized, and the terms and conditions of the Contract of employment shall be strictly adhered to and complied with. Unless, either party so notifies to other of its termination. This Agreement shall be automatically extended or renewed for another year.

I. GOVERNMENT LAWS

This Contract shall be the law between the parties and shall be interpreted in accordance with the laws of the Philippines, but not to the exclusion of and prejudice to the laws of the country of employment, International Laws, Covenants, and practices.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of _____ 2014 at _____.

**ASIA REACH INTERNATIONAL MANAGEMENT
& CONTRACTOR SERVICES, INC.**

President, Chairman & CEO

WITNESSES

ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the _____ on the date and at the place first above written.

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