

AGREEMENT

The agreement is made to be in force effective 1st October, 2009. Now this agreement witness

- Asas Pertini Sdn. Bhd. (722314-T), a company incorporated in Malaysia having I. registered office at 15, Jalan SS15/5E, Subang Jaya, 47500 Petaling Jaya, Selangor Da Ehsan, Malaysia. (Hereinafter referred to as "The Supplier").
- Asahi Kosei (M) Sdn. Bhd. (307712-U), a company incorporated in Malaysia having II. registered office at Lot 3377, Jalan Perusahaan Utama, Taman Industri Selesa Jay 43300 Balakong, Selangor. (Hereinafter referred to as "AKM")
- AKM hereby appoints Asas Pertini Sdn. Bhd. (722314-T), as a contract / causal work III. supplier to supply manpower of foreign contract / causal workers from time to time a requested by AKM due to the critical needs of production operations. (Hereinafter referre to as "workers" as production operator.)

TERMS AND CONDITIONS

1.0 MANPOWER REQUISITION

- 1.1 AKM hereby demands a total number of Fifteen (15) contract workers, whose is a contract basis appointment for one (1) year. In the event of either party breach of this clause will be liable to compensate the other party all costs or / and expenses incurred. ALSO,
- 1.2 AKM hereby demands a total numbers of Fifteen (15) causal workers, whose is a causal basis appointment subject to the condition of either party may terminate this clause by giving the other party a fourteen (14) days notice in writing.
- 1.3 AKM shall inform the supplier at least thirty (30) days in advance, in writing, for further renewal of

2.0 CRITERIONS FOR SELECTION OF WORKERS

- a. The workers must be aged between nineteen (19) to twenty-nine (29) years old;
- b. Ability to speak and write in Bahasa Malaysia and / or English;
- c. Having good eyesight;
- d. Pass simple mathematical and aptitude tests;
- e. Neat in appearance; and
- f. With a valid working permit which issued by the Malaysia authorizes.

AKM reserves the right to forfeit the entire month of payment for the work done by the supplier's workers for that particular month, if found the supplier is supplied illegal worker(s) to AKM.

3.0 PARTICULARS OF THE WORKERS

The supplier shall provide AKM with the information of the recruited workers as follows immediately and shall notify AKM of any subsequent changes of the workers' particulars immediately:-

- a. One passport size of photo;
- b. One duplicate copy of the workers' work permit;
- c. One duplicate copy of the workers' passport;
- d. The workers' current home address; and
- e. The workers' contact number.

4.0 WORKING DAYS

The workers are required to work on a minimum of Five (5) days working based.

5.0 WORKING HOURS

The workers are required to work Nine (9) to Twelve (12) hours per day.

6.0 HEALTH STATUS

The workers must be certified medically fit by the medical clinics which are recognized by the Malaysia authorities.

7.0 WORKER'S SALARY, ALLOWANCES & EXPENSES

The supplier shall be responsible for making accurate payment including but not limited to the following to the workers on time:-

- a. Salary:
- b. Allowance(s);
- c. Overtime;
- d. Incentive;
- e. Levy and visa fees;
- f. Insurance scheme;
- g. Bank Guarantee;
- h. Medical benefits;
- i. Income tax; and
- j. Transportation cost, etc.

8.0 ANNUAL LEAVE, SICK LEAVE, MATERNITY AND PUBLIC HOLIDAYS

AKM shall not provide the workers with the entitlements of annual leaves, sick leaves, maternity and public holidays.

9.0 RATE OF PAYMENT

The workers shall be paid for the actual days / hours of work done accordingly. No payment will made to the Supplier for new worker if his / her work attendance is less than Seven (7) days.

The rate of payment is stipulated as below:

a. Mondays to Saturdays

Working Time 8:00am - 5:00pm 8:00am - 6:00pm 8:00am - 7:00pm 8:00am - 8:00pm	Mon-Sat (RM) RM36.00 per worker RM42.00 per worker RM48.00 per worker RM54.00 per worker	Sunday / PH (RM) RM52.00 per worker RM61.00 per worker RM70.00 per worker RM79.00 per worker
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10.0 UNIFORM AND FACILITIES

The Supplier is responsible for providing the workers with uniform, badge, accommodation, return ticket and transportation. The supplier shall purchase uniform from AKM at the agreeable

Where necessary, the supplier shall provide transport to arrange for the workers from workers living quarters to the working place to and from.

11.0 WORK DISCIPLINE

The supplier shall ensure the workers maintain a high standard of work discipline and ethic during the contract period of working with AKM at all times.

If the workers are committed misconduct, they shall be liable to the consequences of no salary

12.0 REPLACEMENT OF WORKERS

The supplier shall replace all vacancies immediately if found the workers are absent from their duty.

13.0 PAYMENT TERM

The cut off date for calculation will be on the last day of every month. The Supplier shall submit all necessary documents to AKM within five (5) working days. Payment will be made on 20th of the following month.

14.0 WORKERS' NEGLIGENCE

Any loss or damage caused due to the negligence of the workers shall be liable to a deduction