

## **EMPLOYMENT CONTRACT**

This Employment Contract executed and entered into by and between:

A	FIRST PARTY
1	. Company Name : <a href="RA'KIN DESIGN"> RA'KIN DESIGN</a>
	Address: Unit 12, 1st Fir Block A, Spg 200 Kampong Lambak Complex, Jalan
	Berakas, Brunei Darussalam
	Telephone Number: +673 8724328 Fax Number:
	Email Address: rakindesignbn@gnail.opm
	Treatment of the same of the s
	And
B.	SECOND PARTY
	1. Worker's Name: Densy Bautista Villarin
	Address in the Philippines: # 148 Payas Zone 4, Sta Barbara Pangasinan 2419
	Passport No. : P5477684C Date Issued: 11 October 2023
	Place Issued : DFA Calasiao
Vo	luntarily binding themselves to the following terms and conditions:
1.	Employment Site: Unit 12, 1st Flr Block A, Spg 200, Kampong Lambak Complex Jln
	Berakas, Brunei Darussalam
2.	Contract Duration: 2 Years commencing of employee's departure from point of origin
3.	Worker's Position: - Landscape Artist
4.	Basic Monthly Salary: \$2,500.00
5.	Regular Working Hours: maximum of 8 hours per day, six days per week with minimum of eight
	(8) paid holidays per year.
6.	Overtime Pay:
	a. For work over regular working hours: per Brunei Labor Law
	b. For work on designated rest day and holidays: per Brunei Labor Law
7.	Leave with Full Pay:
	a. Vacation Leave: per <u>Brunei Labor Law</u>
	b. Sick Leave: per Brunei Labor Law
8.	Free transportation to the site of employment and in the following cases: a) free return transportation
	to the point of origin; b) expiration of the contract; c) termination of the contract by the employer
	without just cause; d) if the employee is unable to continue work due to connection or work
	aggravated injury or illness; e) force majeure; and f) in such cases when contract of employment is
	terminated through no fault of the employee.
9.	Free food and/or compensatory allowance of B\$ and free suitable
	housing/accommodation.
10.	Free health/medical and dental services including medicines.
11.	Personal life and accident insurance in accordance with host government and/or Philippine
a. a 4	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 P100,000.00 shall be provided by
	the employer at no cost to the worker.
	ma and in and it areas
	(3) ( restant
	STOF THE ANIMAL I
	(3/4 mm 0) (2)
	1/1/00 1/1/ William
	12 NV 14 0 1

- 12. The employer shall assist the employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.
- 13. The employee shall observe employer's company rules and abide by the pertinent laws of host country and respect its customs and traditions.
- 14. Termination neither party may unilaterally cancel the contract except for legal, just and valid cause(s).
  - a. Termination by the First Party. The First Party may terminate this contract on ground of closure or cessation of the establishment/company or due to retrenchment or to prevent losses, by serving a written notice to the Second Party at least one (1) month before the intended date thereof or payment of separation/termination pay equivalent to one (1) month salary. The First Party shall bear the repatriation expenses of the Second Party. The First Party may also terminate this contract on the following causes: serious misconduct, willful disobedience of First Party's lawful order, habitual neglect of duties, absenteeism, insubordination, revealing of establishments/company's secrets and when Second Party violates the customs of Brunei Darussalam and / or terms of this agreement. The Second Party shall shoulder the repatriation expenses.
  - b. Termination by the Second Party. The Second Party may terminate this contract by serving one (1) month advance written notice to First Party. If notice is served, the Second Party shall shoulder all expenses relative to his expatriation back to his point of origin. The Second Party may also terminate this contract without serving any notice to the First Party for any of the following just causes:
    - Serious insult by the First Party or his representative.
    - Inhuman and unbearable treatment accorded the First Party or his representative.
    - Commission of crime/offense by the First Party or his representative and violation of terms
      conditions of the employment or his representative. The First Party shall pay the repatriation
      expenses back to the Philippines.
  - c. Termination due to illness. Either party may terminate the contract on the ground of illness, disease or injury suffered by the Second Party. The First Party shall shoulder the cost of repatriation.
- 15. In 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 employee's next of kin and/or by the Philippine Embassy.
- 16. This contract shall be attested by the Commissioner or Deputy Commissioner/authorized representative of the Department of Labor upon the arrival of the worker.
- 17. 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 maybe referred by either party to the Migrant Workers Office (MWO), Philippine Embassy which shall endeavor to settle the issue amicably to the best interest of both parties. If dispute remains unresolved with MWO, the same shall be referred by any of the parties to the Brunei Department of Labor for settlement.

18. Applicable Law: Other terms and conditions of employment which are inconsistent with the above provisions shall be governed by pertinent laws of Brunei Darussalam and the Philippines.

In witness thereof, we hereby sign this contract this \_\_\_\_\_30th\_day of November\_, 2024 at Brunei Darussalam.

DENSY BAUTISTA VILLARIN WORKER'S NAME & SIGNATURE MARIAH NER ASHIKIN BINTI ABDULLAH EMPLOYER'S NAME & SIGNATURE

MARIA FATURA FIRE DE LE STATE A STATE