

U190624

Staff Direct GmbH • Friedhofstr. 8 • 40764 Langenfeld

Date: 01.10.2019

Philippines-Center for International Trade Expositions and Missions

Golden Shell Pavilion, Roxas Blvd cor Sen Gil Puyat Ave, Pasay City, Metro Manila, Philippines

1300 Pasay City

Philippines

Quotation-No.: 5757

Customer: 20958

Reviser: Daniel Jansen

QUOTATION

Anuga 2019

Positions	Qty	Unit	Price	Net
1x Servicehostess	45,00	hours	22,50 €	1.012,50 €
1x Productpresenter	45,00	hours	27,00 €	1.215,00 €
1x Semiprof. interpreter	45,00	hours	28,50 €	1.282,50 €
Tariff surcharges sunday working (salary group 1)	27,00	hours	4,90 €	132,30 €
			Subtotal:	3.642,30 €
			Total:	3.642,30 €

Working hours

Working hours are calculated as follows:

1x Productpresenter

Sat, 05/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Sun, 06/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Mon, 07/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Tue, 08/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Wed, 09/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

1x Semiprof. interpreter

Sat, 05/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Sun, 06/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Mon, 07/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Tue, 08/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

Wed, 09/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

1x Servicehostess

Staff Direct GmbH

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CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS

CERTIFIED TRUE COPY

ATTY. ANNA GRACE I. MARGURI

Legal Officer

Amtsgericht Düsseldorf, HRB 38513

USt. Id. Nr. DE206225147

Managing Director: Daniel Jansen

BIC: PBNKDE33XXX



11.3 Should one or more provisions of this contract be completely or partially not legally binding or that they later lose their validity, or do not comply with the AUG, so the validity of the remaining provisions shall thereby remain unaffected. Instead of the invalid provision, a proper provision shall be amended in a way that in meaning and purpose of the contract comes economically closest to what the parties wanted or would have wanted if they had considered the invalidity of the provision. This supplement shall be agreed in writing. The effectiveness of the remainder of the contract will not be affected.

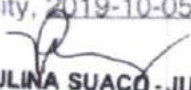
11.4 The contract is subject in totality to the application of German law. Düsseldorf is the exclusive jurisdiction place of jurisdiction for all disputes arising in connection and due to the termination of this agreement.

Langenfeld, 2019-10-05


Lender (Staff Direct GmbH)



Pasay City, 2019-10-05


PAULINA SUACO-JUAN
Executive Director

Borrower (Philippines-Center for International Trade Expositions and Missions)


MALERNA C. BUYAO
Chief, Controllership Division
WITNESS

**PHILIPPINES-CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS**

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Staff Direct GmbH
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E-Mail: info@staff.direct

Arranger
USt-Id. Nr. DE206225147
Managing Director: Denise Jansen


ATTY. ANNA GRACE L. MARPUR
Legal Officer

Sat, 05/10/2019, 09:30 AM - 06:30 PM (9 hrs.)
Sun, 06/10/2019, 09:30 AM - 06:30 PM (9 hrs.)
Mon, 07/10/2019, 09:30 AM - 06:30 PM (9 hrs.)
Tue, 08/10/2019, 09:30 AM - 06:30 PM (9 hrs.)
Wed, 09/10/2019, 09:30 AM - 06:30 PM (9 hrs.)

- Statutory break times as defined by the German Law on Working Hours must be granted (over 6 hours = 30 min. break, over 9 hours = 45 min. break)
- Break times are paid.
- Overtime is calculated on a 15-minute basis.
- The activity reports verifying the staff's working hours must be signed daily.
- **The agreed working hours will be remunerated, even if the staff is supposed to leave early.**

Legal security

Personnel are employed exclusively on a temporary basis. Under current law, event and trade fair personnel in Germany may not be billed via invoice, as this would be false self-employment. Staff Direct GmbH holds a valid permit for employee leasing in accordance with § 1 AÜG (German Law on Temporary Employment), issued by the Federal Employment Agency in Düsseldorf and available at: www.staff.direct/aug-erlaubnis

Staff Direct GmbH acts as an employer for the assigned staff and only transfers the right to issue instructions to you as a customer. We handle the entire personnel service, such as statutory reports and payroll accounting. All assigned persons are legally insured against accidents via our trade association.

Booking procedure

After the staff has been selected, we will send you an employee leasing contract, which gives you the right to issue instructions to the staff. This contract must be signed and returned to us within 14 days of receipt, but no later than before the start of the event.

As the official personnel partner of Koelnmesse, invoicing is handled by Koelnmesse. You will not receive a separate invoice from us.

Our General Terms and Conditions apply and can be found at www.staff.direct/gtc

This offer is valid until **10.10.2019**.

We would like to thank you for your interest in Staff.direct and would be pleased to welcome you as a customer.

If you have any queries regarding this offer or any other questions, please do not hesitate to contact me.

Best regards

Daniel Jansen

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Amtsgericht Düsseldorf HRB 36513
USt-Id. Nr. DE206225147
Managing Director: info@staff.direct
DE16 440 100 460 352 112 467

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ATTE. ANNA GRACE L. MARPURI
Legal Officer

EMPLOYEE LEASING AGREEMENT

between

Staff Direct GmbH, Friedhofstr. 8, 40764 Langenfeld, Germany
- hereinafter referred to as "Lender"

and

Philippines-Center for International Trade Expositions and Missions, Golden Shell Pavilion, Roxas Blvd cor Sen Gil Puyat Ave, Pasay City, Metro Manila, Philippines, 1300 Pasay City, Philippines
- hereinafter referred to as "Borrower" -

the following employee leasing agreement is concluded:

§ 1 Permit

1.1 The Lender has, since 30/03/2017, held a permit to hire out temporary workers in accordance with Section 1, para. 1 of the AÜG [Arbeitnehmerüberlassungsgesetz law on temporary employment], as issued by the federal employment agency in Düsseldorf (approving authority)

1.2 The Lender is committed to immediately informing the Borrower in writing of any changes in the permit within the meaning of Section 2, para. 2 of the AÜG. In cases of non-renewal, withdrawal or revocation of the permit, they will also point out the expected end of the settlement and the legal settlement period (Section 2, para. 4, clause 4, last half-sentence of the AÜG)

§2 Collective agreement

The Lender agreed with their employees the application of collective agreements in their respectively valid version concluded for the temporary employment sector between the Interessenverband Deutscher Zeitarbeitsunternehmen [German Association of Temporary Employment Agencies] [IGZ e.V.] and the DGB unions and to agree individually to complete, amend or replace collective agreements in their respective form. Rest assured that the working conditions of workers employed by the Borrower are based as a minimum on these collective agreements.

§ 3 Contract duration and subject matter

3.1 The Lender undertakes that the Borrower
for the purposes of the event: Anuga
in: Köln

from 2019-10-05 until the end of the 2019-10-09

can borrow Workers. The parties agree, that this contract in accordance with Section 2, para. 1, clause 5 AÜG regulates the employment leasing in accordance to Section 1, para. 1, clause 1 and 2 AÜG

3.2 A list of the workers provided with name, address, the respective hiring period, the respective daily working hours as well as the type, and specific characteristics of the activity, as well as the necessary qualifications is herein attached as **Appendix 1**

3.3 The hiring ends with the course of time, without the need for an explicit resolution of the contract for supply of temporary staff.

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USF-GE-TV
Managing Director: Daniel Jansen
Friedrich
112 467
PK: PB26/DEFF114

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ATTY. ANNA GRACE L. MARPUR

Legal Officer 



§ 4 Remuneration

4.1 The Borrower is obliged to pay the Lender for each performance of a temporary worker stated in the evidence of activity, and to pay the remuneration for the hourly rate referred to in the order confirmation, including the respective statutory value added tax.

4.2 For night work, a surcharge of 25% on the hourly wage is payable. Night work undertaken during the period from 23:00 to 6:00 for more than 2 hours. A surcharge of 50% is to be paid for working on a Sunday, and for work on public holidays a surcharge of 100% is to be paid on the hourly wage rate; the holiday arrangements at the deployment location are relevant.

4.3 The invoicing of services according to agreed hourly rates based on the proof of work signed by the Borrower. Here, the work hours for each licensed employee are to be substantiated by the evidence of activity, which are to be completed and signed by a representative of the Borrower. The Borrower will inform the Lender upon request, which representatives of the Borrower are entitled to sign the evidence of activity. Time spent on briefings and introductions by the customer are working hours.

4.4 In the event of cancellation of hired staff after conclusion of the agreement, the Lender is entitled to invoice for 30% of the cancelled order for cancellations up to 4 weeks before the event, for 50% of the cancelled order for cancellations up to 14 days prior to the event, 80% for cancellations up to 7 days before the event and to invoice for 100% of the cancelled order for cancellations made three days before the event. As a minimum, the lender is entitled to claim the wage costs incurred.

4.5 The invoice submitted by the Lender is to be paid within 7 days after receipt of the invoice without cash discount. In case of billing shorter than 8 days prior to the deployment the amount is immediately due.

4.6 Within the framework of the terms of payment, a payment of the total order is to be paid upon confirmation of order and the remainder upon final invoice.

§ 5 Employer's right to issue instructions

5.1 The Borrower must entrust licensed workers only with activities that meet the qualifications stipulated in this agreement. The Lender transmits to the Borrower, competence in pursuance of rights to work performance with regard to the licensed worker. The workers are subject to the chain of command and employer's right to issue instructions with regard to the execution of the work. The Borrower is empowered to give any instructions to workers licensed from the Lender within the framework of activities agreed in the individual contract and to monitor the execution of the work.

5.2 Employer duties remain, subject to the legal obligations of the Borrower and of the subsequent Section 6 of the Lender.

5.3 Breaks are carried out according to the legal specifications and in addition are noted on the time-sheets. Standardised deduction does not take place. The Borrower guarantees a break of 30 minutes for operations lasting more than 6 hours and this is increased by a further 15 minutes for operations lasting up to more than 9 hours in length.

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CENTER FOR INTERNATIONAL TRADE
EXPOSITIONS AND MISSIONS

Agency's Department
10557 Berlin, Germany
Managing Director: Gábor János, BIC: BSNKDE33XXX
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ATTY. ANNA GRACIE M. MARYPURI
Legal Officer



§ 6 Health and Safety / Occupational safety

6.1 The Borrower is to inform the Lender of all essential features of the activities to be performed by the workers, as well as qualifications required for these, on the basis of appendix 1 of this agreement, safety equipment, and/or health examinations. If necessary, any required safety equipment as well as first-aid measures are to be provided free of charge by the Borrower.

6.2 With regard to the workers, the Borrower is obliged to comply with the General Requirements for Occupational Health and Safety. He undertakes to instruct the workers prior to the start of work and to advise them in the event of relevant changes and get them acquainted with the risks and dangers associated with the execution of the work.

6.3 The Borrower is obliged to inform the Lender immediately of any work or commuting accident that occurs to a worker, and to send a written report within three working days that complies with the requirements of Section 193 SGB VII. The Borrower is aware that he is obliged to report such an accident to his Professional and Trade Association and to provide any information necessary for the investigation of the accident undertaken by the professional association responsible for the Lender.

§ 7 Lender Obligations

7.1 The Lender undertakes to supply the Borrower with sufficiently qualified workers in accordance with the qualifications listed in the respective individual contract, who are not subject to any employment prohibitions. The Lender guarantees compliance with all applicable legal regulations for the individual contract.

7.2 Before each individual contract is implemented, the Lender will issue the Borrower with a written list of all the employees being provided, including first names and surnames, in order to fulfil the specific details required pursuant to Section 1 para 1 clause 6 of the AÜG [Arbeitnehmerüberlassungsgesetz: law on temporary employment]. The Borrower will inform the Lender if, in the six months leading up to the assignment, any of the people included in the list has left that company or a company which constitutes part of an associated corporate group under Section 18 of the AktG [Aktiengesetz: German Stock Corporation Act]; in addition, the Borrower will indicate whether any of the people included in the list have been contracted to them by a different employment agency in the four months leading up to the assignment.

7.3 The Borrower will inform the Lender of their sector and also any applicable wage agreements so that the Lender can check whether or not any sector specific surcharges are applicable.

7.4 In the event of an authorised or unauthorised absence on the part of a temporary agency worker, the Lender will take care of an equivalent replacement for the Borrower; specific details in accordance with Section 1 para 1 clause 6 of the AÜG will be provided before deployment commences. Section 7.2 clause 2 of this contract applies accordingly.

7.5 If the workers are foreign nationals who may engage in employment only with approval, the Lender submits a copy of the respective valid residence permit or the respective work permit with obvious remaining validity and will inform the Borrower immediately if and when there are any changes.

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Arbeitsgericht Düsseldorf
USt-Id-Nr.: DE204225147
Managing Director: Daniel Jensen
IBAN: 2118 440 100 460 957 117 457
BIC: BFSW33HAN

ATTY. ANNA GRACE I. MARPURI
Legal Officer



§ 8 Confidentiality / Duty to act in good faith

8.1 The parties mutually agree to the confidentiality of all business affairs of the other party. They agree to keep all information that directly or indirectly becomes known to each other in connection with this contract, to handle it confidentially and to only use it in connection with the performance of the contract. They agree not to pass on this information to third parties, nor make it accessible to any third parties in any other form. The obligations also continue beyond the date of termination of the contract. The parties are entitled, in addition, to claim any damage caused by the act of infringement.

8.2 The Lender is obliged to commit workers to the corporate interests of the Borrower, as far as they are not opposed to the legitimate interests of the Lender. In particular, the Lender is obliged to commit the workers to secrecy about all operational and business secrets during the duration of the activity in the Borrower's company, as well as after the conclusion of the operation.

§ 9 Liability

9.1 The Lender is responsible for compliance with all labour, tax and social legislation.

9.2 Regarding the selection of workers, the Lender assumes no liability for the work carried out by the workers.

§ 10 Income from commission

10.1 If the Borrower makes use of a worker in a direct capacity for the following uses and the worker was provided to the Borrower for work services by the Lender, so it is considered to be a placement. For this placement, a finder's fee is to be paid as agreed as per the table below:

- Transfer of worker after up to 5 placements with the Borrower: 10 times the hourly rate in accordance
- Transfer of worker after up to 10 placements with the Borrower: 5 times the hourly rate in accordance

10.2 A transfer taking place after more than 15 placements, will not be charged a finder's fee.

10.3 A placement is considered to be any activity on one calendar day, whereby any activity taking place without interruption until 9 a.m. of the following day is considered to be one placement. The respective fee is due upon conclusion of the employment contract between the Worker and the Borrower.

§ 11 Other

11.1 The contractual agreements arise exhaustively from this contract and its written appendices. Verbal collateral agreements do not exist.

11.2 Modifications or additions to this contract must be made in writing, this also applies to the amendment of the written form requirement itself. They are to be signed and are listed as a supplement, consecutively numbered.

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EXPOSITIONS AND MISSIONS**

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Antragerecht Düsseldorf, HRB 3601
USt-Id-Nr.: DE209225347
Managing Director: Daniel Grunert

ATTY. ANNA GRACE & MARPURY
Legal Officer

Lastname, Firstname	Booking period	Daily working time (start - end)	Workings and job description	Required qualifications
Nguyen Thi Man Nghi	2019-10-05 - 2019-10-09	2019-10-05 09:30 - 18:30	Servicehostess	
		2019-10-06 09:30 - 18:30		
		2019-10-07 09:30 - 18:30		
		2019-10-08 09:30 - 18:30		
Schmidt Katharina Isabella	2019-10-05 - 2019-10-09	2019-10-05 09:30 - 18:30	seminar interpreter	
		2019-10-06 09:30 - 18:30		
		2019-10-07 09:30 - 18:30		
		2019-10-08 09:30 - 18:30		
Schmieg Kira	2019-10-05 - 2019-10-09	2019-10-05 09:30 - 18:30	Productpresenter	
		2019-10-06 09:30 - 18:30		
		2019-10-07 09:30 - 18:30		
		2019-10-08 09:30 - 18:30		

Langenfeld *2019-10-09*

Pasay City, 2019-10-05

AG
ATTY. ANNA GRACE I. MARRURI
Legal Officer

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EXPOSITIONS AND MISSIONS

Lender (Staff Direct GmbH)



PAULINA SUACO-JUAN
Executive Director

Borrower (Philippines-Center for International Trade Expositions and Missions)

