

POLO Tokyo-Addendum

ADDENDUM TO THE EMPLOYMENT AGREEMENT

Free transportation to the site of employment and in the following cases, free return transportation to the point of origin: a. expiration of the contract; b. termination of the contract by the employer without just cause; c. if the employee is unable to continue to work due to work connected or work aggravated injury of illness; d. force of majeure; and e. in such other cases when contract of employment is terminated through no fault of the employee.

In the 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 the case the repatriation of remains is not possible, the same may be disposed of upon prior of the employee's next kin and/or by the Philippine Embassy/Consulate nearest the jobsite.

TERMINATION:

- a. Termination by employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when employee violates customs, traditions, and laws of Japan and/or terms of this Agreement. The employee shall shoulder the repatriation expenses.
- b. Termination by Employee: The employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative; inhuman and unbearable treatment accorded by the employee by the employer or his representative; commission of crime/offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.
 - b.1 The employee may terminate this Contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.
- c. Termination due illness: Either party may terminate the Contract on the ground of illness, disease or injury by the employee. The employer shall shoulder the cost of repatriation.
- d. 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 the case the employee contest the decision of the employer, the matter shall be settled amicably with the participation of

the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate nearest competent or appropriate government body in host country or in the Philippines if permissible by host country laws at the option of the complaining part.

Company Name/Employer: _____

Address: _____

Representative Name and Position: _____

Signature/Hanko: _____

Employee Name: _____

Signature: _____

Address: _____