



Manispower Corporation

House No. #66, Road No. #10, Block No.D, Banani

Date : 04th Jan. 2009

Ref. : SHL – 081281

Attention : Mr. Mohammed Mahbub Alam

Subject : Demand Letter

Dear Sir,

As a part of stepping up manpower according to our project schedule, we plan to recruit Bangladesh workers in our site in accordance with the Manpower Supply Agreement between Shinhan Eng.&Const. Co., Ltd and Manispower Corporation

As a result, you are kindly requested to recruit the following job category workers under terms and conditions as given below :

Category	Required No.	Basic Salary / Month USD
Semi Skilled Worker	109	\$ 255
Total	109	

\* Employment Conditions :

- 1). Duration of contract : Two(2) years (renewable on mutual consent)
- 2). Visa will be provided by employer
- 3). Place of Employment : Libya
- 4). Normal basic working hours 8(Eight) & (8hrX26days) = 208 (Two hundred and eight) hours per month but more than basic hours shall be consider as over time as 1 hr. = 1.5 hr and holiday should be double.(Two hours daily overtime mandatory)
- 5). Free food and accommodation to be provided by employer
- 6). Probationary period of three(3) months
- 7). Air Ticket from Bangladesh to Libya to be provided by employer, after completion

Attestation no.Tripoli/LW-30/2008/05 Dt. 04.01.2009.

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04.01.09  
AKBER HOSSAIN  
Counsellor  
Labour Wing  
Bangladesh Embass  
Tripoli, Libya





of Contract Libya to Bangladesh Air ticket to be provided by employer and round trip ticket to be Provided by employer upon extension of contract

- 8). If the employment contract is renewed, the vacation will be two(2) months
- 9). All kind of taxes to be provided by employer except employee's portion of INNAS Tax (3.75%)
- 10). In case of any employee death employer shall arrange to transfer dead body to bangladesh by employer cost
- 11). Increment will be added as per the worker performance after one year
- 12). First aid medical treatment by employer
- 13). Other terms and conditions will be followed as per Libyan law in Libya

*Chang Han Jung*

Chang Han Jung  
Manager / Labor Department  
Shinhan Engineering & Construction. Co., LTD



Enclosure : 1.Special Power of Attorney.  
2.O.D.A.C Bangladesh Visa Status.

Attestation no.Tripoli/LW-30/2008/05  
Date:- 04.01.2009.

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*Akber Hossain*  
AKBER HOSSAIN  
Counsellor  
Labour Wing  
Bangladesh Embassy  
Tripoli, Libya



## Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

I, Chang Han Jung/ Shinhan Eng. & Const. Co., Ltd of legal age, married with office address at P.O BOX Tripoli, Libya in my capacity as Manager/Labor Department do hereby appoint name and constitute Mr.Mohammed Mahbub Alam,Manispower Corporation with office address at 66, Road No. #10, Block No.D, Banani Dhaka, Bangladesh as our true and legal representative to act for and in our name and to perform the following acts:

1. To represent our company before any and all government and private offices/agencies in the Bangladesh.
2. To enter into any and all contracts with any persons, corporation, institution or entity in a joint venture or as partner in the recruitment, hiring and placement of Bangladesh 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 the necessary steps to facilitate the departure of the recruited workers.
4. To bring suit, defend and enter into compromise in my name and stead in limitations brought for or against us (or our company) in matters involving the deployment of Bangladesh contract workers for our company.
5. To assume jointly and severally with undersigned (our company) any liability that may arise in connection with the workers recruitment and/or implementation of employment contract and other terms and conditions of the appointment as defined and spelled out in the attached agreement which we have preciously executed.

HEREBY GRANTING unto my (our) said representative full power and authority to execute of perform whatsoever requisite or proper to be done in about the promises as fully to all intents and purpose as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all that my (our) said legal representative or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

  
Name & Signature  


**ATTESTED**  
  
AKBER HOSSAIN  
Counsellor  
Labour Wing  
Bangladesh Embassy  
Tripoli, Libya



Attestation no. Tripoli/LW-30/2008/05 DT. 4-1-2009.

## EMPLOYMENT CONTRACT

This contract is made and entered into on this \_\_\_\_\_ by and between:

**Shinhan Engineering & Construction Co.,Ltd.**, having its address at \_\_\_\_\_, (hereinafter referred to as the “**Employer**” or the “**Company**”.)

And

**Mr.** \_\_\_\_\_, the Bangladesh with Passport No. \_\_\_\_\_, issued at \_\_\_\_\_, the Bangladesh, on \_\_\_\_\_ having his address at \_\_\_\_\_ the Bangladesh, (hereinafter referred to as the “**Employee**”).

নমুনা চুক্তিপত্র। এর ফটোকপি কর্মীর সাথে চুক্তি সম্পাদনে ব্যবহারযোগ্য নহে।

**WITNESSETH:**

**Whereas**, the Employer desires to employ the Employee for the projects carried out by the Employer in Libya in accordance with the following terms and conditions.

**Whereas**, the Employee agrees to be employed by the Employer in conformity with his pledge to perform his assigned job under the terms and conditions specified below.

**Now, Therefore**, it is mutually agreed as follows:

### 1. ASSIGNMENT

- 1.1. The Employee shall be employed as \_\_\_\_\_ at any location in Libya as assigned by the Employer and in such reasonable capacity as may from time to time be required by the Employer or by any person duly authorized by the Employer, and no objection to such assignment will be permitted.
- 1.2. The Employee undertakes to perform to the best of his capability and/or knowledge, all his duties related to his job as designated above and other work as may be requested by the Employer when the Employer considers the work to be in conformity with the Employee’s qualification and experiences.

### 2. CONTRACT PERIOD



- 2.1. This contract shall be effective for a period of two (2) years from the date of the employee's arrival in Libya.
- 2.2. This contract period may be renewed by mutual agreement for any further duration. Such agreement shall be reached at least one month before the expiry date of this contract.
- 2.3. The commencement of the employment extension agreement shall be the arrival day to the project site for the renewal.

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### 3. MEDICAL CHECK-UP

- 3.1. Upon his arrival in Libya, the Employee shall be required to undergo a medical examination at the Employer's expenses to ensure that he is physically and professionally fit for his job in Libya.
- 3.2. In Case the Employee fails to pass the medical check-up as required by the Libya authorities concerned, the Employer shall have the right to terminate this contract and repatriate him. All expenses related with it, in connection with the repatriation, shall be borne by the Employee.

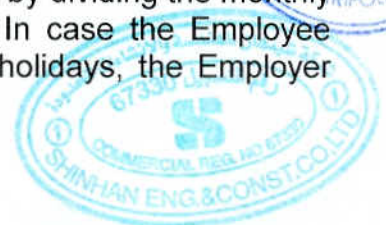
### 4. PROBATION PERIOD

- 4.1. The period of probation shall be of three (3) months from the date of employee's arrival in Libya.
- 4.2. In case the employee turns out to be unfit or disqualified to perform his services specified in ARTICLE 1, the employer should have the right to dismiss and repatriate him during the probational period. All expenses related with this repatriation shall be borne by the employee.
- 4.3. The above evaluation shall be solely at the employer's discretion and not to be subject to any dispute and claim for compensation.

### 5. SALARY AND WORKING HOURS

- 5.1. Monthly Basic salary rate shall be US\$ \_\_\_\_\_ per Month based on eight (8) hours a day and two hundred eight (208) hour per month
- 5.2. The Employee shall be working eight (8) hours per day with days a week Friday holiday.
- 5.3. The overtime hourly wages rate shall be calculated by dividing the monthly basic salary into two hundred forty (240) hours. In case the Employee works for more than eight (8) hours in a day or holidays, the Employer

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shall pay one hundred fifty percent (150%) of the normal hourly wage rate for such hours/days worked. Lunch break and travel time for coming to work and returning home (i.e. accommdation )shall not be included in the working hours.

- 5.5 The Employer shall retain US\$100(one hundred) for every six month from each Employee's monthly salary for the unexpected situation, i.e., the Employee damages for property of the Employer and/or any Employee returns to his home country before the completion of the Employment Contract due to his own reasons/faults. If there is no damages causes by the Employee, the Employer will refund the remaining retained balance at the end of the termination of the contract.

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## 6. PAYMENT

- 6.1. The Salary for the employee shall be remitted to the bank account designated by employee. The currency shall be US Dollar.
- 6.2. A certain monthly advance payment in Libya as per the Employee's request may be permitted, which shall be paid in Libyan Dinar. This advance payment shall be deducted from the Employee's monthly salary using the fixed exchange rate. The rate to be used in determining the advance payment shall be the present bank rate of the Libyan Dinar versus US Dolllar.

## 7. TAXES

- 7.1. All kind of taxes to be Provided by employer except employee's prortion of INNAS Tax (3.75%)

## 8. HOLIDAY

- 8.1. Public holidays as defined in the Employer's stipulations and/or rules shall be applied to this contract.
- 8.2. If the employment contract is renewed, the vacation will be two(2)month

## 9. FOOD AND ACCOMMODATION

- 9.1. During the employment in Libya, the Employer shall provide the Employee with three meals and accommodation free of charge.

## 10. TRAVEL EXPENSES

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Counsellor  
Labour Wing  
Bangladesh Embassy  
Tripoli: Libya



10.1. Incoming airfare to Libya from Bangladesh;  
The Employer shall be responsible for Incoming airfare to Libya from Bangladesh.

10.2 Outgoing airfare to Libya from Bangladesh;  
The Employer shall be responsible for the airfare of the Employee in the following cases:

- A) Demobilization (outgoing) due to the completion of the contract;
- B) Termination of the contract due to the Employer's responsibility and/or force majeure.
- C) If the Contract is terminated before the contract expiry date for the reasons attributable to the Employee, the Employee shall bear his round trip airfare.

10.3 All travels under this contract shall be in economy class.

10.4 The Employer will provide all transportation required for the Employee to carry out his official functions in Libya.

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## 11 SAFETY CONTROL

11.1 The Employee shall strictly observe the safety rules and regulations and instructions of the Employer.

11.2 The Employer shall provide all safety equipment required for safe working.

## 12 CALAMITY/COMPENSATION

12.1 In the event of the Employee's death in Libya in connection with the performance of his job during the contract period, the Employer shall, at its own cost, return the Employee's remains to his home address.

12.2 The Employee's personal belongings and legitimate saving, if any, shall be sent to the Employee's legal dependent at the expense of the Employer.

12.3 The Employee shall be compensated according to local laws for injury, disease, disability or death arising from work.

12.4 In case that Employee is dead or injured off duty, basically the Employee shall bear all the expenses including repatriation airfare.

## 13 MEDICAL TREATMENT

ATTESTED  
04.01.09  
AKBER HOSSAIN  
Counsellor  
Labour Wing  
Bangladesh Embassy,  
Tripoli, Libya



- 13.1 The Employer will provide the Employee with free routine and emergency health services in Libya excluding supply of denture, glasses and medicament for the Employee's personal.
- 13.2 The Employee shall get approval from the Employer when he wants to go to the first aid or hospital except emergency case. If the Employee gets the medical check-up without the approval from the Employer, he must pay the relevant fees at his own expenses.
- 13.5 In case the sick period exceeds 1 (one) month and medical diagnosis indicates that a longer period is required for recovery, the Employer can repatriate the Employee to his home country. The Employee shall be compensated his basic salary for the first 15 (fifteen) days of his confinement and the costs of repatriation shall be borne by the Employer, provided that the sickness or injury is directly related to job performance, otherwise the Employee shall bear the costs.

#### 14 EMPLOYEE'S OBLIGATIONS AND DISMISSAL

The Employer may dismiss the Employee without any compensation in the case the Employee does not keep his obligations stipulated on the Contract and/or in case of the followings;

- 14.1 In addition to the obligation provided for in the Libya labor law and/or the rules and decision issued for its implementation, the Employee shall :
- Keep the technical, commercial and industrial secrets relating to the Employer's projects.
  - Not do or say anything, which may prejudice the reputation and/or any other interest of the Employer and/or his relationship with the local authorities and/or local people.
  - Returns to the Employer upon expiry of this contract all the documents, drawings, data and the like in relation to the Employer's projects.
  - Obey and abide all local laws and regulations issued by the Libya Government.

14.2 The Employee is organizing a labor stoppage or sits down strike or refuses to work wholly or partly.

14.3 The Employee is absent for 3 days in a month without any prior permission from the Employer.

14.4 Any Employee deliberately commits any act or negligence with intention to cause loss to the Employer.

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 Counsellor  
 Labour Wing  
 Bangladesh Embassy  
 Tripoli: Libya



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 কর্মীর সাথে চুক্তি সম্পাদনে  
 ব্যবহারযোগ্য নহে।





14.5 If dismissed for such reasons, the Employee shall be repatriated immediately and the airfare for the repatriation shall be borne by the Employee as specified in Article 10.

14.6 In the event that the Employee wishes to resign before the expiry date of the contract, the Employee shall give the Employer two (2) months prior notice.

## **15 TERMINATION BY THE EMPLOYER'S OWN REASON**

15.5 The Employer can terminate this contract with one (1) month prior notice to the Employee.

15.6 In this case, the Employee will be provided with a free air ticket to his country as specified in this contract.

## **16 LANGUAGE AND SYSTEM OF MEASUREMENT**

16.5 All communication between the Employer and the Employee, including reports, notices and the like, shall be in English language.

## **17 MISCELLANEOUS**

17.5 The Employee shall not enter into any employment with any other firm or individual and/or render any services during this contract period without prior approval of the Employer.

17.6 Any penalties which may be imposed due to Employee's violation of laws and/or regulations in Libya during this contract period will be paid by Employer who will then deduct the same amounts of penalties from Employee's monthly salary.

17.7 All dates & times mentioned in this contract are in accordance with the Gregorian calendar.

17.8 Upon arrival in Libya, the Employee shall entrust his passport to the Employer for safekeeping.

17.9 The Employer shall arrange resident permits and working permits for the Employee and pay all charges in connection therewith.

## **18 FORCE MAJEURE**

18.5 Neither the Employer nor the Employee shall be responsible for failure to perform their obligations under this contract when failure results from cause beyond the control of either.

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04.01.09  
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18.6 Force majeure means circumstances and conditions beyond the control of either party of unforeseen events that would render it impossible for the Employer or the Employee to fulfill his obligations.

Any of the following matters is considered force majeure:

- War (declared or undeclared), hostilities, act of God and other unexpected and unforeseen events beyond the control of either party.

18.7 In the event of force majeure circumstances, this contract period will be properly adjusted. However, the Employee shall not have the right to claim an additional compensation as a result of force majeure circumstances.

18.8 In the event of force majeure situation continuing uninterrupted for more than thirty (30) calendar days, the Employer may terminate this contract. In this case, the Employer will repatriate the Employee.

**IN WITNESS WHEREOF**, the Employer and the Employee hereto have caused this contract in English and duplicate to be executed by duly authorized representative of the Employer and the Employee himself as of the date and year first above written.

নমুনা চুক্তিপত্র। এর ফটোকপি  
কর্মীর সাথে চুক্তি সম্পাদনে  
ব্যবহারযোগ্য নহে।

**ATTESTED**  
04.01.2019  
**AKBER HOSSAIN**  
Counsellor  
Labour Wing  
Bangladesh Embassy  
Tripoli, Libya



For and on behalf of the Employer

For Employee

Signed by:

Signed by:

**Mr. Chang Han Jung**

Manager  
Shinhan Eng. & Const.Co.,Ltd.