

JAN VIRGIL FRUTO

JUNE 20, 2016

1. Your job classification is that of a/an **SECURITY SYSTEMS PROGRAMMER** to render **Administrative Support Services** at **ABOITIZ EQUITY VENTURES, INC LOCATED AT 8th Floor, NAC Tower 32nd St., Bonifacio Global City, Taguig City**. You will be compensated in the amount of **Twenty Two Thousand One Hundred Seventy Eight Pesos point Fifty Two (Php 22, 178.52)** on a monthly basis provided you have completed the number of working days and hours required in a month.
2. Your employment shall be strictly on a no-work-no-pay basis. You shall be entitled, however, to holiday pay on the twelve (12) legal holidays quoted under the New Labor Code, provided that you rendered services the day before the holiday.
3. You shall be under the supervision of a designated SECURITY SYSTEMS PROGRAMMER of **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION**. Your working hours shall be from **Mondays to Fridays, 8:30 am to 5:30pm**. Tardiness shall be penalized by deduction; the corresponding amount shall be deducted from your basic rate. Undertime work shall not be offset by overtime work. **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION** reserves the right to change your work schedule or working hours anytime as the need arises.

It shall be understood that your actual employment with us is strictly on a project basis in connection with the aforementioned for **SECURITY SYSTEMS ENHANCEMENT**. For this particular assignment, your contract commences on **JUNE 20, 2016**. Expected completion of services required is on or before **OCTOBER 20, 2016**.

You will be regularly evaluated based on your performance. Performance evaluation will be conducted periodically (monthly, semi-annually, annually and/or as the need arises). We shall furnish you a performance evaluation form, which will be discussed by your consultant-in-charge. Should your performance fall below the acceptable rating of **80%**, the company reserves the right to terminate your services. Parameters of the performance appraisal will be discussed by your consultant prior to assumption of duties.

Pursuant to Article 283 of the Labor Code, we, likewise, reserve the right to terminate your service for any of the following causes:

- *For any of the just causes stated in Article 282 of the Labor Code.*
 - *For any of the authorized causes stated in the Article 283 of the Labor Code*
 - *For violation of any of the company rules and regulations penalized by termination*
 - *For cessation, closure or stoppage of the projects of our client company*
 - *Other causes analogous to the foregoing*
4. Overtime compensation if duly approved and authorized will be paid based on the provision of the Labor Code. Overtime will be computed as follows:

Monthly rate / no. of working days per month / 8 hours = hourly rate x no. of OT (hours) rendered x applicable OT premium

5. You are required to accomplish your timesheets duly signed by **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION**'s official representative on the specific dates indicated in the 3rd column of the payroll calendar. Should you submit it late, that is, after 3:00 p.m., you will receive your pay from us on the next payday. This measure is meant to minimize disruption in our accounting procedures and ensure payday on time.
6. You will receive your pay from us every **15TH** and **end of the month** following the effective date of your employment. If payday falls on a non-banking day, payroll shall be on the next banking day.
7. You are to ensure that entries you make in your timesheets are correct and consistent with the client company's time records and or Bundy clock records, **BE SURE TO DOUBLE CHECK YOUR TIMESHEET ENTRIES** prior to submitting it to **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION**. Otherwise, strict disciplinary action will be taken for failure to reflect the true and accurate tempo hours worked. Tampering or forging of any information/signature on the timesheets shall be a cause for legal action. For this reason, timesheets should be accomplished in ink. Erasures are strictly prohibited.
8. SSS, Pag-IBIG Fund and Philhealth contributions shall be deducted at the end of each month. Withholding tax shall be deducted every payday.
9. You are to keep all information or data received or made known to you in any manner in the course of your assignment as absolutely confidential. "Confidential information" shall mean all information you obtained from our Principal and **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION** which relates to its past, present and future research, and development and business activities and as applicable including but not limited to drafts and associated materials except such information publicly disclosed by this company.
10. Divulging of such data and confidential information, knowledge of which you acquired in the discharge of your duties or making the same known in any manner, whether willful or unknowing constitutes a breach of contract without prejudice to your liabilities under civil and criminal laws.
11. You are expected to inform our office should you be unable to report to work. You are, likewise, expected to report to our office upon completion of your contract.
12. Should you be unable to finish your contract with us, you are required to notify us in writing at least thirty (30) days prior to its effectivity.
13. You will not join any competitor of our concerned principal as well as that of this company during the course of your assignment and for a period of twelve (12) months from the date of your resignation or termination. **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION** has the right to restrain, by injunction, violation or threat of violation of this agreement. Should there be a violation, **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION** shall withhold your employment clearance and work certificate.
14. Should you have any accountability with any of our Principal client that you were assigned to, said amount shall be deducted from the proceeds of your salaries and other benefits.

Please signify your conformity to the terms and conditions of this agreement by signing on the appropriate space provided hereunder.

JOHN CLEMENTS CONSULTANTS INC.
STAFFBUILDERS ASIA DIVISION

C O N F O R M E:

PATRICK C. DAYAO
Managing Consultant

SIGNATURE OVER PRINTED NAME

JAN VIRGIL FRUTO
SECURITY SYSTEMS PROGRAMMER

Dear JAN VIRGIL FRUTO:

NOTICE OF DEPLOYMENT

Pursuant to your Contract of Employment, we are deploying you as a/an **SECURITY SYSTEMS PROGRAMMER** to render **Administrative Support Services** to **ABOITIZ EQUITY VENTURES, INC LOCATED AT 8th Floor, NAC Tower 32nd St., Bonifacio Global City, Taguig City** for the **SECURITY SYSTEMS ENHANCEMENT** effective **JUNE 20, 2016** which is expected to be completed on or before **OCTOBER 20, 2016**.

1. The need for your services being fixed and determinable for a specific project / undertaking, it is understood that your deployment with **ABOITIZ POWER CORPORATION** shall be coterminous with the completion of the project / undertaking described above.
2. During your deployment to **ABOITIZ EQUITY VENTURES, INC LOCATED AT 8th Floor, NAC Tower 32nd St., Bonifacio Global City, Taguig City** you shall remain as an employee of **JOHN CLEMENTS CONSULTANTS INC., STAFFBUILDERS ASIA DIVISION.**, which shall be responsible to you for all obligations of an employer to an employee, in accordance with your Contract of Employment and the law to the extent not covered by your contract.

Your Signature at the bottom hereof signifies your acceptance of your deployment to **ABOITIZ EQUITY VENTURES, INC LOCATED AT 8th Floor, NAC Tower 32nd St., Bonifacio Global City, Taguig City**.

JOHN CLEMENTS CONSULTANTS INC.
STAFFBUILDERS ASIA DIVISION

PATRICK C. DAYAO

Managing Consultant

*I understand, agree to and accept all the above conditions of **SECURITY SYSTEMS ENHANCEMENT**.*

SIGNATURE OVER PRINTED NAME

JAN VIRGIL FRUTO
SECURITY SYSTEMS PROGRAMMER

DUTIES AND RESPONSIBILITIES

Dear JAN VIRGIL FRUTO:

Pursuant to your Contract of Employment, you are being hired effective **JUNE 20, 2016** to render **Administrative Support Services**.

As a/an **SECURITY SYSTEMS PROGRAMMER**, you are expected to perform **Administrative Support Services** to the assigned department including but not limited to the following:

Position Description:

The Security Systems Contractor is responsible in enhancing the current Online Security Logbook System. He/She is responsible in enhancing the current application per requirement of the Physical Asset Security Group. The contract is only good for 3 months. In the event, he/she will be able to finish the enhancement earlier than the target date of completion, he/she will be tasked to start-up the Security Web portal.

JOB DESCRIPTION

The Security Systems Programmer is responsible in enhancing the current Online Security Logbook System. He/She is responsible in enhancing the current application per requirement of the Physical Asset Security Group. The contract covers for 3 months. In the event, he/she will be able to finish the enhancement earlier than the target date of completion, he/she will be tasked to start-up the Security Web portal.

Job Duties Statements:

1. Interpret requirements from the Physical Asset Security Group and incorporate the requirements into codes for the enhancement of the Online Security Logbook System.
 2. Set-up and develop the Security Web Portal
- Perform other functions as needed.

All other provisions stipulated in your Contract of Employment dated **JUNE 20, 2016** shall remain enforce.

**JOHN CLEMENTS CONSULTANTS INC.
STAFFBUILDERS ASIA DIVISION**

CONFORME:

PATRICK C. DAYAO
Managing Consultant

SIGNATURE OVER PRINTED NAME
Date:

A F F I D A V I T

I, _____ received _____ from
Staffbuilders Asia the following documents:

- a. Code of Conduct / Company Policies**
- b. Performance Appraisal Form**

I hereby understood the parameters for which my performance will be evaluated. Likewise, the **Performance of Appraisal Form and Code of Conduct / Company Policies** was clearly discussed by my Consultant-In-Charge during my employment orientation. This will also confirm that I have read and fully understood the contents.

C O N F O R M E:

SIGNATURE OVER PRINTED NAME

Date: _____