

## PROBATIONARY EMPLOYMENT AGREEMENT

This agreement is entered into this 18<sup>th</sup> day of December, 2025 at Quezon City, Philippines, by and between:

| **NTEKSYSTEMS Incorporated**, a company duly and registered under the laws of the Philippines, with principal office address at Topy Building 1, Economia Street, Brgy. Bagumbayan, QC., herein represented by its **CEO, Michael Jang**, herein referred to as **EMPLOYER**.

-and-

| **JOSHUA G. BOLASA** of legal age, with home address at **BRGY. 7, 224 VELASCO STREET, CALOOCAN CITY** hereinafter referred to as **EMPLOYEE**.

WITNESSETH THAT:

WHEREAS, the EMPLOYER is a corporation engaged in technology development and/or manufacturing and/or trading;

WHEREAS, the EMPLOYEE has qualified in the pre-employment conducted by the EMPLOYER;

WHEREAS, the EMPLOYER is interested in engaging the EMPLOYEE as **WEB DEVELOPER**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

### **1. PROBATIONARY EMPLOYMENT**

The EMPLOYEE shall be subject to a probationary period of no more than six (6) months upon the effective date of this Probationary Employment Agreement (Agreement). His employment under this Contract does not constitute permanent employment and does not give rise to the privileges and benefits of permanent employment. The EMPLOYEE probationary employment is as **Project Engineer**.

### **2. COMPENSATION**

The EMPLOYEE is a monthly-paid employee with a basic salary of **PHP 18,000** gross per month for days worked, unworked regular holidays provided the EMPLOYEE is present or is on leave with pay on the work day immediately preceding the holiday and rest days. The salary of the EMPLOYEE is payable in two-parts, every 15<sup>th</sup> and end of month.

It is hereby further agreed and the EMPLOYEE hereby acknowledges that during the period of probationary employment, he/she shall not be entitled to the benefits extended by the EMPLOYER to its regular employees except such benefits granted by law.

### **3. WORK HOURS**

The EMPLOYEE shall work for eight (8) hours a day from Monday to Friday. Management prescribes the work schedule, and it reserves the right to change the schedule as it may deem necessary to meet operational requirements.

### **4. PROBATIONARY EVALUATION**

The EMPLOYER will evaluate the EMPLOYEE performance during the probationary period. The EMPLOYEE's immediate supervisor or such other representative appointed by EMPLOYER shall conduct the evaluation. The EMPLOYEE agrees that it is the prerogative of the EMPLOYER to evaluate his/her performance and decide whether he/she is qualified to be a regular employee. If the employee fails to meet the standards for regularization, the employment contract shall be terminated.

### **5. COMPANY RULES AND REGULATIONS**

All existing as well as future rules and regulations issued by EMPLOYER are hereby deemed incorporated with this Agreement. The EMPLOYEE recognizes that the EMPLOYER reserves the right and discretion to amend, delete, deviate from, or change the Company Rules and Regulations at the sole discretion of the EMPLOYER. The EMPLOYEE recognizes that he/she shall be bound by all such rules and regulations which EMPLOYER may issue from time to time. The EMPLOYEE acknowledges his/her responsibility to be aware of the rules and regulations of the EMPLOYER regarding his/her employment and to fully comply with this in good faith.

### **6. DISCIPLINARY MEASURES**

The EMPLOYEE hereby recognizes the right of the EMPLOYER to impose disciplinary measures or sanctions, which may include, but are not limited to, termination of employment, suspensions, fines, salary deductions, withdrawal of benefits, loss of privileges, for any and all infraction, act or omission, irrespective of whether such infraction, act or omission constitutes a ground for termination.

### **7. TERMINATION OF EMPLOYMENT**

Aside from just and authorized termination of employment enumerated in Art 282 and 284 of the Labor Code, the following acts and/or omissions shall, without limitation, similarly constitute just and authorized grounds for the termination of employment by the EMPLOYER:

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- a. Serious misconduct or willful disobedience of the EMPLOYEE of the Company Rules and Regulations and/or lawful orders of his EMPLOYER or representative in connection with his work;
- b. The EMPLOYEE is no longer capable of carrying out the duties assigned due to physical, mental, or emotional reasons;
- c. The EMPLOYEE is involved or engages in illegal acts, including acts that violate or harm the EMPLOYER and/or any of the EMPLOYER's affiliates; and
- d. Other similar acts, omissions, and/or events

In the event the EMPLOYEE wishes to terminate this Employment Agreement for any reason, he/she must give a thirty (30) day notice to the EMPLOYER in writing prior to the effective date of termination. Upon termination of this employment, the EMPLOYEE shall promptly account for and return all Company property assigned or entrusted to his/her custody.

#### **8. FINAL PAY**

The EMPLOYEE agrees that all amounts due to him/her as entitlements from the EMPLOYER at the time of EMPLOYEE's separation, resignation, or dismissal from employment, shall first be applied to any outstanding obligations that the EMPLOYEE may have with the EMPLOYER.

#### **9. CONFIDENTIALITY**

It is the responsibility of the EMPLOYEE to ensure that no information gained by virtue of and in connection of his/her employment with the EMPLOYER is disclosed to third parties unless the disclosure is for necessary business purposes and pursuant to properly approved and written agreements. Confidential or proprietary information is any information belonging to EMPLOYER that could be used by people to the detriment of the EMPLOYER. Appropriate steps should be taken by the EMPLOYEE in handling all business information of the EMPLOYER in order to minimize the possibility of unauthorized disclosure.

#### **10. AMENDING AGREEMENT**

This Agreement may not be changed orally. It may only be changed by an instrument that is signed by both parties.

#### **11. SEPARABILITY CLAUSE**

If any portion of this Agreement shall be found to be void or unenforceable, it shall in no way effect the validity or enforceability of any other portion hereof. This Agreement shall be interpreted according to the laws of the Philippines.

#### **12. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the EMPLOYER and the EMPLOYEE and supersedes all previous oral or written communications, representations, or agreements between the parties.

In witness whereof, the parties have executed this Agreement on this 18<sup>th</sup> day of December, 2025.]

#### **EMPLOYER**

Signature: \_\_\_\_\_  
By: Michael Jang

#### **EMPLOYEE**

Signature:   
By: Joshua G. Bolasa

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