

## EMPLOYMENT CONTRACT

This EMPLOYMENT CONTRACT ("**Contract**") made and executed by and between:

- (1) **PCN PROMOPRO, INC.**, a corporation duly organized and existing under Philippine laws, having its registered office at 27 CRESTA STREET, BARANGAY MALAMIG, MANDALUYONG CITY, MANDALUYONG CITY, and herein represented by its President, Rey Ferdinand S. Binuya, herein referred to as the "EMPLOYER";

-and-

- (2) **WENCES JACK LIQUID ARROYO, FILIPINO, OF LEGAL AGE, SINGLE/MARRIED**, and with residence and postal address at **PUROK B, BRGY. BANGCAS A, HINUNANGAN SOUTHERN LEYTE** herein referred to as the "EMPLOYEE."

Voluntarily binding themselves to the following terms and conditions:

1. The Employer will provide services for a specific job or undertaking farmed out by **Unilever Philippines Inc.**, under a duly executed Service Agreement.
2. The Employee shall be assigned at **Unilever Philippines Inc.**, with office at **7th Floor Bonifacio Stopover Corporate Center 31st Street Corner 2nd Avenue, Bonifacio Global City Fort Bonifacio, Taguig City**.
3. **JOB TITLE AND DESCRIPTION.** As a **Merchandiser**, the employee shall perform the following duties and undertake the following responsibilities:
  - a. At all times during the effectivity of this Contract, the Employee is required to comply with all existing rules, regulations and adhere to all pertinent policies as well as those which may hereafter be issued and mandated by the Service Agreement, including but not limited to those governing order and discipline, honesty, safety and security, work assignments and standard operating procedures, use of Company properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business or tasks assigned under this Contract and other relevant KPIs specific to the brands or positions to which they are respectively assigned ;
  - b. Stocks Administration
    - Receives deliveries
    - Transfers stocks from back-up to selling area, using First In – First Out (FIFO) procedure
    - Arranges stocks according to planogram and SBM (Standard Booking Mix)
    - Removes damage stocks from display area
    - Keeps inventory of stocks including back-up
    - Books orders following prescribed SBM for the account
      - SBM dictates the right combination of all \*HPC products (i.e. variants, and pack sizes) for a particular account, \*given the space allocated for HPC product lines
      - It is best to remember the top 10 brands in following the SBM.
      - Remember to allocate MORE FACINGS to these products.
  - c. Builds and maintain trade & consumer relationship

- Basic product knowledge to assist the customer in choosing their favorite variant
- Constructive response to consumer inquiries
- Healthy working relationship with the store owner/personnel
- Stands as “Ambassador of Goodwill” for Unilever-HPC
- d. Handles in-store merchandising
  - Proper placement of updated merchandising materials
  - Correct pricing
  - Maintains attractive and dominant merchandising
- e. Suggests creative ways to merchandise the store
  - POS or point of sale materials directs the customers to our display shelf inside the store.
  - It helps announce new ULP-HPC product innovations, which are already available in the market.
- f. Generation of Reports
  - Ensures accurate reporting of stocks inventory.
  - Accomplishes and submits reports on agreed deadlines.
 Immediately reports competitive activities.

#### 4. EMPLOYMENT STATUS

☐ Probationary

5. **DURATION OF EMPLOYMENT.** Employee will commence to perform the services in favor of **Unilever Philippines Inc.** from **March 24, 2023** to **July 28, 2023**.

Employee shall receive **Php 470.00** per day, payable every **10<sup>th</sup>** and **25<sup>th</sup>** of the current month to cover up for services rendered and, may be adjusted according to the provision of the Labor Code of the Philippines depending on the tripartite wage rate of the region.

Daily Rate/day	
(based on RWB, incl. of E-COLA if applicable )	---- P 470.00
E-COLA	---- P 0.00
Communication allowance /day	---- P 0.00
Transportation and Meal allowance/day	---- P 50.00

6. **PLACE OF WORK.** The employee shall perform the services at **Waltermart Makiling**.

7. **WORK HOURS.** The Employee will render work for eight( 8) hours , **6** days a week, in accordance with the work hours to which he/she will be assigned.

8. **PAYMENT OF COMPENSATION/BENEFITS.** The Employer shall be responsible for the payment of all compensation and other benefits to the Employee. Nothing herein shall make the latter an employee of the Principal.

9. **SOLIDARY LIABILITY.** The Company recognizes the solidarity liability on its part as Employer and **Unilever Philippines Inc.** in the event of violation of any provision of the Labor Code including the failure to pay wages.

#### 10. TERMINATION.

A. Termination by Employer – The Employer reserves its right to terminate this Contract even prior to the expiration of the employment period or completion of the project, for any of the just and authorized causes provided by law, including but not limited to : serious misconduct, wilfull disobedience of employer’s lawful orders, habitual neglect of duties,

Signature

failure to meet prescribed KPI's stated below, absenteeism, insubordination, revealing secrets of establishment, or any violation of the terms and conditions herein set forth.

- B. Termination by Employee – The Employee may terminate this Contract for any of the just causes provided by law, subject to service of at least one (1) month written notice given to the Employer.
- C. Termination due to Illness or Death; Either party may terminate this Contract on the ground of illness, disease, death or injury by the Employee.

11. **CONFIDENTIALITY** – The Employee agrees that all record and documents of the Company and all information pertaining to its business and/or its affairs and that of its customers, which may come into the Employee's knowledge and custody during the period of employment, are absolutely confidential and unauthorized disclosure or reproduction of the same should not be made at any time during and/or after employment. The Employee hereby agrees that any breach of confidentiality shall constitute sufficient ground for immediate termination for cause, and/or civil and criminal liability.

PREPARED BY:

**ROLAND ANDREI L. REYES**  
HR Generalist

NOTED BY:

**NIÑO DE GUZMAN**  
Support Services Manager

ENDORSED BY:

**MIE COÑADO**  
Business Unit Manager

APPROVED BY:

**SHERYL P. PASIA**  
VP – BD1

Conforme :  
**WENCES JACK LIQUID ARROYO**  
(Signature over Printed Name)

Date : March 24, 2023

SSS # : 34-2615610-8  
PhilHealth # : 13-025336433-6  
Pag-Ibig # : 1211-4081-1762  
TIN # : 468-356-443-000

Contact No. : 09486126074

Day-off: \_\_\_\_\_

ID # : 1-002135

## **MERCHANDISER'S BEHAVIORAL CLAUSE**

- a. To follow and obey all legitimate instructions and directions of his/her immediate superior
- b. To accomplish and submit all mandatory reports on time
- c. To treat all staff, clients, partners/dealers/stores with respect all the time
- d. To follow all rules and policies partners/dealer/stores
- e. To attend all mandatory meetings dictated by Agency
- f. To always be on time for work
- g. To liquidate expenses on time
- h. To always observe proper grooming at all times
- i. No posting of any photographs in any social media account that are confidential and/or will jeopardize the integrity of the Brand, Client and/or the agency.

## **MERCHANDISER'S KPI**

- Brilliant Execution Key Result Areas/Perfect Store (6P's - Product, Pack, Price, Place, Promotion, Proposition)
- Maintains correct and good housekeeping of products on shelves and in the warehouse.
- Implements set guidelines such as planogram, SOS, Shelf Standard, Promo, Price & Proposition whenever and wherever possible.
- No near expiry/expired products on shelves.
- Bad orders/Trade returns equal or less than the acceptable volume required by Client.
- Practices FIFO system.
- Ensures clean, current POP materials in store.
- Submits all reports requirements accurately, on time and in full (NAU Merchandising, OSA, Competitive, Consumer Complaints, price survey, etc.)
- Works effectively and able to budget time even with minimal supervision.
- Volume and quality of tasks/goals were met.
- Posted OSA daily compliance report
- Complied with all requirements, policies and procedures of PCN, assigned store/s and clients.
- Attended work, meetings, cascades on time.
- Attended work, meetings, cascades regularly. (no absence)
- Maintains harmonious relationship with co-workers, clients, consumers, and superiors.
- Abides by the non-disclosure clause agreement of confidential cascades, promo materials and the like.
- Has the initiative and resourcefulness to do things that will lead to brilliant execution: (ex. Negotiating for free space or increase in facings, working at home or in transit to submit reports, etc).
- Exhibited sound decision making skills and come up with solutions to problems.
- Shows leadership qualities and has the potential to be a leader.
- Exhibited ability to work in any given circumstance or pressure. (Nakakapagtrabaho kahit saan, kahit ano'ng pangyayari at kahit anong bigat)
- Always well groomed and has a cheerful disposition.

Signature \_\_\_\_\_