**EMPLOYMENT CONTRACT**

This *Employment Contract* made and executed between:

**PCN PROMOPRO, INC.**, a corporation duly organized andexisting under Philippine laws, having its registered office at **${VAddress},** and hereinrepresented by its Pres., Rey Ferdinand S. Binuya referred to as the **“Employer”**

-and-

**${Value1},** with residence and postal address at **${Value2}**, referred to as **“Employee”**

Voluntary binding themselves to the following terms and conditions:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.** The Employer will provide services for a specific job or undertaking farmed out by **${Value3},** under a Service Agreement.

**2.** The Employee shall be assigned at **${Value4},** with registered office at **${Value5}**

**3.** **JOB TITLE AND DESCRIPTION.** As **${Value6},** the Employee is required to perform the following duties and undertake the following responsibilities:

**Implementation of Merchandising Standards**

* Ensures placement and visible presence of the products in the supermarkets.
* Ensures maintenance and improvement of facings of the products as displayed in the supermarkets and self-service drugstores
* Secures and assists in the display of products in the rented mass displays.
* Provides delivery, inventory, off-take, price, competitive and other reports related to operations.
* Ensures products are displayed according to Principal’s merchandising guidelines:
  + Implements First Expiry, First Out (FIFO)
  + Products are clean and always fresh
  + Products are properly priced
  + Products are well-displayed with labels visible to the consumers
  + Where possible, point-of-purchase materials are installed to highlight the products

**Implementation of Promotions Standards**

* Efficient and smooth implementation of promotional activities as cascaded by the Trade Marketing and Sales Teams
* Provides feedback, evaluation and status report on the activities being implemented through Reports as needed.
* Assists and coordinates with the Key Accounts Team and Trade Marketing Team in the proper implementation of the programs at the supermarket and drugstore levels.

**4.** **EMPLOYMENT STATUS**

**${Value7}**

**5. DURATION OF EMPLOYMENT.** Employee will commence to perform the services in favor on **${Value8}** until **${Deo9}.**

You shall be receiving PHP **${Value10}** per day payable on weekly basis of the current month to cover up 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.

**6**. **PLACE OF WORK**. The Employee shall perform the services farmed out by **${Value8},** in which products are being displayed and sold **${Value11a}.**

**7. WORKING HOURS.** The Employee will render work for eight (8) hours a day for **${Value12}** days a week in accordance with the working hours to which he may be assigned.

**8.** 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 Principal.

**9**. **SOLIDARY LIABILITY.** There exists a solidary liability on the part of the Employer and **${Value3},** in the event of violation of any provision of the Labor Code including the failure to pay wages.

**10**. **TERMINATION.**

10.1 Termination by Employer: The employer may terminate this Contract on the following just causes: serious misconduct, wilful disobedience of employer’s lawful orders, habitual neglect of duties, failure to meet prescribed KPI’s stated below, absenteeism, insubordination revealing secrets of establishment, when employee violates the terms of this Contract.

10.2 The employee may terminate this Contract for any of the just causes provided for by law by serving one (1) month in advance notice to the employer.

10.3 Termination due to Illness: Either party may terminate the contract on the ground of illness, disease or injury by the employee.

Issued this ${Value13} day of ${Value14}, ${Value15}

**MERCHANDISER’S KPI**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Merchandising Execution

● Ensures Fullness of product display based on the given Plan-o-gram of principals.

● Ensures 100% on-shelf availability based on principals must stock list.

● Install and update “Point of Sales Materials” in proper location.

B. Report Generation

● On Time and accurate submission of the following reports;

i. Trade Inventory / Off take Report – Weekly

ii. On-Shelf- Availability – Daily

iii. Price Survey – Monthly

iv. Competitive report – As needed

v. Share of Shelves (SOS) – Quarterly

vi. Freshness Report – Monthly

**Prepared by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**${Value16}**

${Value17}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**${Value18}**

${Value19}

**Endorsed by:**

**${Value20}**

${Value21}

Approved by:

**${Value22}**

${Value23}

**${Value24}**

${Value25}

**Conforme:**

**${Value1}**

Name and Signature

## SSS#: ${Value26}

## PHILHEALTH#: ${Value27}

## PAG-IBIG#: ${Value28}

TIN#: **${Value29}**

**DATE:** ${Value14} ${Value13}, ${Value15}

ID#: ${Value30}

Contact no.: ${Value32}

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**1 Section 9 of Department Order No. 174**