**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:

**DUTIES AND RESPONSIBILITIES:**

1. Merchandising Team shall be deployed to cover selected supermarket, drugstores and other accounts, as per Client instruction.
2. Merchandising Team members are expected to accomplish the following general duties and responsibilities:
3. Stock Administration
4. Receives deliveries
5. Transfer stocks from back-up to selling area, using FIFO procedure
6. Arranges stocks according to planogram and SBM
7. Removes damaged stocks from the display area
8. Keeps inventory of stocks, including back-up
9. Books orders following prescribed SMB for the account
10. Building and maintaining trade and consumer relationship
    1. Basic product knowledge to assist the customer in choosing Philusa Corporation brands for products.
    2. Provide constructive response to customer inquiries.
    3. Foster a healthy relationship with the store owner/personnel
    4. Stand as an Ambassador of Goodwill for Philusa Corporation.
11. In-store merchandising.
    1. Ensure proper placement of updated merchandising materials.
    2. Ensure correct product pricing
    3. Maintain an attractive, and dominant display and merchandising at point of purchase
    4. Safekeeping, maintenance and upkeep of merchandising tools and equipment assigned.
12. Generation of reports
    1. Ensure accurate reporting of stocks inventory.
    2. Accomplish and submit reports on agreed deadlines.
    3. Immediate report on competitive activities.

**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. **PRODUCT DISPLAY**

* Maintaining Fullness of display at all times
* Improving display facing
* Preventing out stocks
* Well managed, clean and presentable stocks display and proper handling of products
* Correct and proper price marking of all products

1. **INVENTORY MANAGEMENT**

* Accuracy in inventory reports / on time submission
* Orderly arrangement of stocks

1. **COMPETITIVE MONITORING**

* Complete / detailed information
* Prompt reporting of any competitive activity

**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**