**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. Achieve sales target given**

a.     625,000.00 – target per person (accumulated on all branches he/she handles)

b.    If  the merchandiser doesn’t hit his/her target , we can still give them a chance bearing that they had to at least reach 80% of the target (500,000.00).

**2. Stock administration**

a. Receiving of deliveries

b. Transfer of stocks from stock room to selling area

c. Arranging and displaying of stocks according to planogram instructed by us and the branch

d. Removing damaged stocks from display area

e. Keeping inventory of all stocks they have including items for replenishment

**3. Display administration**

All items per brand per SKU and per color should be on display 90%.

**4. Building and maintaining trade and consumer relationship.**

a.     Train and give basic product knowledge

b.    Provide constructive and immediate response to customer inquiries. Healthy relationship with store supervisor, managers and section heads

c.     Stand as the company and brand ambassadors

**5. In-store merchandising**

a.     Ensure proper placement of merchandising materials (this includes all brand posters, wobblers and standees.

b.    Correct price tagging (regular or promo tag)

c.     Maintain an attractive, dominant and visible display in order to sell the items well

d.    Safe keeping, maintenance and upkeep merchandising tools and equipment's assigned (this also include the safe keeping of display rack and monitoring its visual look)

**6. Report Generation**

a.     This includes all the paper and documentation reports that they need to submit every week (every Monday and Tuesday of the following week)

b.    Accurate reporting of inventory and stocks

c.     Immediate report on competitor’s movement within the store and others

**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.

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

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

**MERCHANDISER’S KPI**

● Ensure strong brand presence in all covered NBS outlets via implementation of in-store merchandising activities and other related programs

● Ensure proper implementation of display guidelines, stock inventory and product administration

● Build and maintain strong relationship with the trade and consumer.

**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**