***${Value15}-BD1-${Value33}-${Value31}***

**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 and 30 ARAYAT STREET, BARANGAY MALAMIG, MANDALUYONG CITY, and herein represented by its President, Rey Ferdinand S. Binuya, herein referred to as the “EMPLOYER”;

****

**-and-**

1. **${Value1}, FILIPINO, OF LEGAL AGE, SINGLE/MARRIED,** and with residence and postal address at **${Value2}** 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 **${Value3}**, under a duly executed Service Agreement.
2. The Employee shall be assigned at **${Value3}**, with office at **${Value5}**.
3. **JOB TITLE AND DESCRIPTION**. As a **${Value6}**, the employee shall perform the following duties and undertake the following responsibilities:
4. 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 ;
5. Downloads final validated white spaces to FC; Monitor status of account enrolment;
6. Assist in monitoring status of account enrolment; Coordinates with Distributor FSM/FSS/OM in finalizing account enrolment;
7. Work with FC’s;
8. Assist FC in coordinating with Distributor FSM/FSS/OM in finalizing account enrolment and reporting progress of deployment to CDE/Ms/RLs; OTIF submission of his area’s operational report (FC Database, TCR / Audit, S!S Docs, other reports) & ensure veracity of the reports submitted;
9. OTIF submission of his area’s performance report to his RL and CDE / Ms in his area;
10. Assist in account verification, geotagging and profiling;
11. Monitor overall area performance, identification of problem area & Audit KPI’s; Assessment and declaration of non-active accounts and fall-outs;
12. Assist RL in trafficking CSS schedule of activities; Ensure 100% implementation of schemes, standards, support packages and audit KPI’s;
13. Ensure 100% OTIF implementation of schemes, standards, support package and audit KPI’s.
14. Update the RL on schedules or changes of activities;
15. FC Area Assignment: Monitor reports completion and FC attendance; Ensures 100% submission.
16. Work with DDG Ops/CDE/Ms/RL/FC and Distributor for both S!S/Kabisig/Shakti and PC related Visits.
17. Fc Evaluation – retain or remove.
18. **EMPLOYMENT STATUS**

* **${Value7}**

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services of an **${Value6}** effective **${Value8}.**

****

Employee shall receive **Php ${Value10}** per month, payable every **10th** and **25th** of the 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.

Rate/month

(based on RWB, incl. of E-COLA if applicable) ---- P ${Value10}

E-COLA ---- P ${Value10c}

Communication allowance /month ---- P ${Value10a}

Meal allowance/day ---- P ${Value10e}

Transportation allowance/month ---- P ${Value10b}

1. **PLACE OF WORK.** The employee shall perform the services at **${Value11a}**.
2. **WORK HOURS**. The Employee will render work for eight( 8) hours , **${Value12}** days a week, in accordance with the work hours to which he/she will be assigned.
3. **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.
4. **SOLIDARY LIABILITY**. The Company recognizes the solidarity liability on its part as Employer and **${Value3}** in the event of violation of any provision of the Labor Code including the failure to pay wages.
5. **TERMINATION.**
6. 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, 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.
7. 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.
8. Termination due to Illness or Death; Either party may terminate this Contract on the ground of illness, disease, death or injury by the Employee.
9. **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:

**${Value16}**

${Value17}

NOTED BY: ENDORSED BY:

**${Value18}**  **${Value20}**

${Value19} ${Value21}

APPROVED BY:

**${Value22}**

${Value23}

Conforme :

(Signature over Printed Name)

Date : ${Value14} ${Value13}, ${Value15}

SSS # : ${Value26}

PhilHealth # : ${Value27}

Pag-Ibig # : ${Value28}

TIN # : ${Value29}

Contact No. : ${Value32} Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

ID # : ${Value31}

**AREA LEAD’S BEHAVIORAL CLAUSE**

1. To follow and obey all legitimate instructions and directions of his his/her immediate superior
2. To accomplish and submit all mandatory reports on time
3. To treat all staff, clients, partners/dealers/stores with respect all the time
4. To follow all rules and policies partners/dealer/stores
5. To attend all mandatory meetings dictated by Agency
6. To always be on time for work
7. To liquidate expenses on time
8. To always observe proper grooming at all times
9. ****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.

**AREA LEAD’S KPI**

**S!S DEPLOYMENT**

> Achievement of S!S deployment (Total of Alloc ) vs Target

> Total Number of Active S!S (w/ roving salesman) (Total no's of S!S) vs deployed

**SUMMIT IMPLEMENTATION**

> Total summit runs vs Target

> No. of attedees vs target

GEOTAGGING

> Total goetagged S!S vs Target

> Minimum 70 geotagged kabisig per day

VERIFICATION

> Total S!S verified vs Target

> Minimum 70 geotagged kabisig per day

**WORK WITH/COACHING & TRAININGS SESSIONS**

> Coverage of all S!S/Kabisig in the area

> Coverage of all Kabisigs with S!S Ahente work with/Coaching sessions

**REPORTS SUBMISSION WITH INTEGRITY**

> OTIF submission of all reports

1. Kabisig Verification w/ opt-in sign-up sheet

2. Geo-Tagging update, CSV files, Geo-tagged Photos

3. Work with and Trade Check Reports

4. Competitive Report

5. S!S Docu's - profile, beat map, beat plan

6. S!S Database

7. Kabisig database

8. Trade check report

9. PJP

10. ELMA Report

11. Report as required"

**WORK ETHICS**

> Complete work Attendance/Attendance to other meetings

> Touchbase/report to AAA

> Answering of calls, SMS & emails

> Attendance to Distributor/3A /ULP meetings