***${Value15}-BD2-${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. Work with FONTERRA BRANDS PHILS.INC. (FBPI) Sales Encoders (Distributor) on verifying available distributor stocks for PO’s to be served for OVP accounts: re-schedule of delivery if needed on OVP branches level;
6. Coordinates stock weights/levels to Key Accounts Specialists on regional branch level;
7. Coordinates/negotiates stock weights levels in stores selling area and aligns programs with regional buyers as cascaded by KAS;
8. Conducts regular trade and merchandising checks;
9. Coordinates OVP stock requirements to Sales Managers and if needed, Distributors inventory/warehouse supervisor to fulfill OVP requirements;
10. Administrative function: Received CM, collect delivery receipt, invoice and other documents from outlets and send back to Fonterra head office;
11. OVP Sales forecast is advised to be regularly discussed with your respective KAS and SM’s to balance if any deficit based from the forecast submitted;
12. In charge in Return to Vendor (RTV)-stocks acknowledged by the OVP outlet delivered by Fonterra. It should be mailed back to FBPI accounting;
13. Schedule of TSC’s in the distributor are may vary depending on the confirmation of PO’s received, deliveries and etc. and;
14. In charge of booking for Robinsons and Rustan’s / Shopwise weekly.
15. **EMPLOYMENT STATUS**

* **${Value7}**

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

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

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Daily Rate/day

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

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

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

Transportation and Meal allowance/day ---- 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}

**MERCHANDISER’S KPI**

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