**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 **${Value3}** under a duly executed Service Agreement.
2. The Employee shall be assigned at **${Value4}** 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 ;

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

1. Accounts Opening

* Visiting and prospecting potential Selecta Outlets – 15-20 Stores a day
* Sell – in Selecta Ice Cream to quality outlets
* Open and process application of Selecta stores in the assigned distributor office – atleast one (1) per day

1. Monitoring and Mapping

* Map out areas with potential stores in assigned area – 1x a week
* Daily monitoring , follow ups and updates on store opening – daily

1. Hand holding / Account Turnover

* Ensuring proper processing of outlet application and managinbg customer inquiries
* Ensuring proper deployment of Selecta Freezer to new cusotmer
* Ensuring proper turnover to Salesman for outlet first order / booking

1. **EMPLOYMENT STATUS**

* **${Value7}**

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services in favor of of **${Value3}** from **${Value8}** to **${Deo9}.**

Employee shall receive **Php ${Value10}** per month, 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.

Daily Rate/month

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

E-COLA ---- P 0.00

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

Transportation allowance/month ---- P **${Value30}**

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

Meal 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, willful 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 : **${Value1}**

(Printed Name and Signature)

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

SSS # ${Value26}

PhilHealth # ${Value27}

Pag-Ibig # ${Value28}

TIN # ${Value29}

Supervisor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

Contact No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID # \_\_\_\_\_\_\_\_\_\_\_\_

**GT NAO’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 with respect all the time
4. To follow all rules and policies partners/dealer
5. To always be on time for work
6. To liquidate expenses on time
7. To always observe proper grooming at all times
8. 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.
9. To wear proper uniform and PCN ID.
10. To always follow rules and regulations within the distributor or Selecta Office
11. To treat all Selecta materials and training confidential
12. To take good care of tools and items provided by Selecta , it’s distributor and PCN

To creating a safe working environment for one’s self and others in the line of work

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

**GT NAO’S KPI**

|  |  |  |  |
| --- | --- | --- | --- |
| **Incentives** |  |  |  |
| **Incentive Type** | **KPIs** | **Target** | **Scheme** |
| **Outlet Opening** | Ave. Quality Opening/NAO | Booking amount: Below P3,000 | P0.00 (No Incentive) |
| Booking amount: Min. P3,000 | P50 Per Outlet |
| Booking amount: Min. P5,000 | P100 Per Outlet |
| Booking amount: Min. P7,000 | P150 Per Outlet |
| Booking amount: Min. P10,000 | P400 Per Outlet |
| **Hapi Dealership** | Hapi Stores Opening | Open Hapi Stores | P 50 per Outlet |
| **Quantity** | Minimum Opening with first booking (Min 10) | 10-14 outlets w/ first booking. | P500 |
| 15-19 outlets w/ first booking. | P800 |
| 20+ outlets w/ first booking. | P1,500 |
| **End-to-End** | Success Rate | Opened outlets of previous months must have 1st booking. | At least 80% success rate. Pre-req.: 10 outlets. |
| **Charges** | Cancelled openings with deployment w/o sales | Max. of 1 pull-out per NAO. The excess will be charged. | P50 per Cancellation |