**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:

1. Supervises assigned area and monitors and coaches Breeze Stain Experts based on agreed standards.
2. Prepares and submits permanent journey plan on a monthly basis, does plotted route and reports real time to immediate superior any deviation from the PJP.
3. Monitors and reports OOS, competitive activities, concerns in stores.
4. Does demo back to their every route.
5. Responsible for achieving 95% target deployment.
6. Evaluates B.S.E performance in store and develops/recommends areas for improvement.
7. Ensures quality B.S.E are deployed in store.
8. Drives achievement of area sales target.
9. Handles operations at store level that involves the B.S.E (ex. Intro, ID, etc).
10. Ensures that the Agency and Store policies as well as Clients instructions are being observed by their BESs.
11. Develops and implements corrective measures for all in-store issues
12. Monitors attendance and calls the attention of BSEs who are always absent or tardy.
13. Reports and resolves store issues on violations of BSEs Code of Conduct
14. Monitors the 60 days vacancy period
15. Build good rapport/relationship with BSEs, clients and store representatives.
16. Flags potential resignations.
17. Helps resolves issues concerning vacancies.
18. Audits BSEs using PPLUS at least once a week (4x a month).
19. Ensures proper execution of brand activations and gives relevant and productive feedback.
20. Ensures proper planogram implementation.
21. Ensures that products on shelf are not near expire
22. Ensures that products and testers are clean
23. Coaches BSEs to achieving their sales target and helps address non-perfect scores in audit.

**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.

Position Allowance per day P \_\_\_\_\_\_\_\_\_\_\_\_

Communication allowance per day P \_\_\_\_\_\_\_\_\_\_\_\_

**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}.

**BREEZE STAIN EXPERT SUPERVISOR 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/documents on agreed schedule and time (e.g. daily text attendance, sales report, competitive reports, timesheets/DTRs, etc.)
3. To treat all BSEs, 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, meetings and Business Review.
7. To liquidate expenses on time
8. To wear appropriate and decent clothes, with ID, during fieldwork and office meetings.
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.

**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**