***${Value15}-BD1-${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. Overall in-charge in the implementation of the project in your area of responsibility.
6. Must be aware of the mechanics of the promo and can answer all questions of customer regarding the promo mechanics with authority.
7. Monitor and back checks the responsibility of the personnel under your supervision.
8. Conducts random checks on the report submitted by your subordinates.
9. Prepares qualitative and quantitative reports.
10. Handles information with utmost confidentiality at all times.
11. Negotiates and reports to office once a week or whenever necessary.
12. Sources manpower in accordance with the requirements and specifications of the project.
13. Rents vehicles to service the project requirements
14. Submits report on time to the main office.
    * Submits all liquidation for reimbursement on time to avoid delays in payment of manpower and other expenses incurred.
15. **EMPLOYMENT STATUS**

* **${Value7}**

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

Employee shall receive **Php ${Value10}** per day, payable every **weekly cut-off** 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/day

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

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

Communication allowance /month ---- 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}

**AREA COORDINATOR’S KPI**

* Directly in-charge of the implementation of all activations.
* Request and screen manpower requirements.
* Line u manpower deployment.
* Brief Coordinators and other manpower to be hired of their responsibilities to include details of reports to be submitted, liquidations, schedule of salary release, meeting day etc.
* Coordinate with Hr, Provincial Coordinators, for manpower, panel, procurement and other requirements related to the activation to be implemented.
* Report and provide the following to the partner account personnel) whichever is applicable)
* A. Status of manpower line up, deployment and attendance
* B. Problems encountered, actions taken and or recommendations.
* C. Any remarkable concerns of activation – manpower, venue, material etc.
* ****D. Documentation – pictures, feedback of consumers on product, on promo, competitive, reports etc.
* E. Delivery report
* F. Inventory report
* G. Off take report
* In charge of deployment of manpower, panel and material.
* Present in the activation venue particularly in events and conducts back –checking in all activations being implemented.
* Request auditors to audit manpower performance and ensure implementation is based on agreements.
* Validate and clarify reports liquidation submitted by the area coordinator and other personnel (promo girl, samplers, etc.)
* Motivate personnel under them.
* Coordinate with warehouse traffic for materials and all stocks needed.
* Ensure correctness of bonding configuration and all materials to be withdrawn, pulled out end to be returned to the warehouse as well as those there will be deployed in accounts or activation venue.
* Coordinate with finance (cc the account) regarding CPS, time sheets and other documents needed for the billing.
* Protect the company’s margins.
* Attend meeting with clients if so required.
* Well briefed and well informed of the activation to be implemented.
* Regularly align with the account and personnel involve in the activation.
* Keep a checklist of the materials needed to be installed deployed.
* Formalize incident reports concern though email.
* Liquidate on time and ensure prompt liquidation of personnel under him / her.
* Work with the Account Supervisor / Account Manager and directly reports to the Activation Manager.
* Perform tasks as per instruction of the Activation Manager / Business Manager and or A/P.
* Well aware of the KPI’s and targets per activation.